

## Schedule of cover

There are three types of insurance cover. These are Silver, Gold and Platinum.

Silver			
Section	Benefit	Limit	Policy Excess
1	<b>Cancellation / Curtailment</b>	€1,000	€150 (Loss Of Deposit 60)
2	<b>Medical</b> Dental Treatment Burial Abroad Hospital Benefit	€2million €200 €2,000 €15 for every 24 hours up to €150	€150 €150 €150 €0
3	<b>Personal Luggage</b> Valuables (in total) Single item / Set of Articles Delayed Luggage	€1,000 €200 €150 €100 (€50 per day)	€150 €0
3	<b>Personal Money and Documents</b> Cash Cash Under 18 Travel Documents Replacement Passport Emergency Passport Travel	€500 €150 €75 €250 €250 €250	€150 N/A N/A N/A N/A
4	<b>Delayed Departure</b>	€10 for the first 12 hour period / €10 for each subsequent 12 hour period, up to €200	€0
4	<b>Abandonment</b>	€1,000	€150
4	<b>Missed Departure</b>	€400	€150
5	<b>Personal Accident</b> Permanent total disablement Death Loss of Limbs / Sight Under 16 / Over 66	€5,000 €3,000 €5,000 €3,000	€0
6	<b>Personal Liability</b>	€1,000,000	€300
7	<b>Legal Expenses</b>	€15,000	€200
8	<b>Hijack</b>	€500 (€50 per day)	N/A
9	<b>Catastrophe Cover</b>	€500	€150
10	<b>Credit or Cash Card Fraud</b>	Not Covered	N/A
<b>Additional Covers: Applicable only if Winter Sports product or Platinum Cover is selected:</b>			
11	<b>Winter Sports</b> Inability to Ski Ski Hire Equipment Owned Equipment Hired Single Article Limit Piste Closure Avalanche / Landslide	€300 (€30 per day) €300 (€30 per day) €250 €250 €250 €500 (€50 per day) €500 (€50 per day)	€0 €0 €150 €150 €150 €0 €0
12	<b>European Motor Breakdown</b> Cover Prior to Departure Roadside Assistance Replacement Parts Vehicle Out of Use Alternative Driver Vehicle Repatriation Motoring Legal Protection Customs Regulations	N/A	N/A
13	<b>Golf Cover</b> Golf Equipment Single Article or Set of Articles Golf Equipment Hire Green Fees	N/A	N/A

**Schedule of cover**  
There are three types of insurance cover. These are Silver, Gold and Platinum.

		<b>Gold</b>		<b>Platinum</b>	
<b>Section</b>	<b>Benefit</b>	<b>Limit</b>	<b>Policy Excess</b>	<b>Limit</b>	<b>Policy Excess</b>
1	<b>Cancellation / Curtailment</b>	€4,000	€95 (Loss Of Deposit €40)	€6,000	€0
2	<b>Medical</b> Dental Treatment Burial Abroad Hospital Benefit	€5million €450 €2,000 €20 for every 24 hours up to €150	€95 €95 €95 €0	€10million €450 €2,000 €25 for every 24 hours up to €200	€0
3	<b>Personal Luggage</b> Valuables (in total) Single item / Set of Articles Delayed Luggage	€2,000 €300 €200 €200 (€50 per 24 hours)	€95  €0	€3,000 €400 €250 €375 (€75 per 24 hours)	€0
3	<b>Personal Money and Documents</b> Cash Cash Under 18 Travel Documents Replacement Passport Emergency Passport Travel	€500 €250 €100 €250 €250 €250	€95  N/A N/A N/A N/A	€750 €300 €100 €350 €250 €250	€0
4	<b>Delayed Departure</b>	€20 for the first 12 hour period / €20 for each subsequent 12 hour period, up to €200	€0	€30 for the first 12 hour period / €30 for each subsequent 12 hour period, up to €400	€0
4	<b>Abandonment</b>	€4,000	€95	€6,000	€0
4	<b>Missed Departure</b>	€500	€95	€600	€0
5	<b>Personal Accident</b> Permanent total disablement Death Loss of Limbs / Sight Under 16 / Over 66	€20,000 €10,000 €20,000 €5,000 (all benefits)	€0	€40,000 €10,000 €40,000 €5,000 (all benefits)	€0
6	<b>Personal Liability</b>	€2million	€300	€2million	€0
7	<b>Legal Expenses</b>	€20,000	€200	€20,000	€0
8	<b>Hijack</b>	€1,000 (€100 per day)	N/A	€2,000 (€200 per day)	€0
9	<b>Catastrophe Cover</b>	€750	€95	€1,000	€0
10	<b>Credit or Cash Card Fraud</b>	€300	€95	€500	€0
<b>Additional Covers: Applicable only if Winter Sports product or Platinum Cover is selected:</b>					
11	<b>Winter Sports</b> Inability to Ski Ski Hire Equipment Owned Equipment Hired Single Article Limit Piste Closure Avalanche / Landslide	€500 (€25 per day) €500 (€50 per day) €400 €400 €400 €500 (€50 per day) €500 (€50 per day)	€0 €0 €95 €95 €95 €0 €0	€500 (€50 per day) €500 (€50 per day) €500 €500 €500 €750 (€75 per day) €750 (€75 per day)	€0
12	<b>European Motor Breakdown</b> Cover Prior to Departure Roadside Assistance Replacement Parts Vehicle Out of Use Alternative Driver Vehicle Repatriation Motoring Legal Protection Customs Regulations	N/A	N/A	€950 €320 Location & Shipping Costs Market Value of Car €1,250 Cost of Duty €2,000 €2,000	€0
13	<b>Golf Cover</b> Golf Equipment Single Article or Set of Articles Golf Equipment Hire Green Fees	N/A	N/A	€1,500 €200 €400 (€75 per day) €400 (€75 per day)	€0

## Introduction

Thank You for insuring with us. Here is Your new AbbeyAutoline Travel Insurance Policy document. The Schedule of Cover for this Policy contains full details of the protection provided by this Policy. Please ensure that You carry this document with You on Your Trip.

This Policy (which includes and should be read as one document with the Schedule of Cover, Endorsements, Proposal Form and Medical Certificate where such is relevant to the policy) is evidence of the contract of insurance between You and Us.

Details of cover are laid out in this Policy, and We recommend that You read it to satisfy Yourself that this insurance meets Your requirements. However, We would ask You to especially note the following:

We agree to pay for damages, liabilities, losses or costs as set out in this Policy occurring during the Period of Insurance within the Geographical Limits.

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

### The law applicable to the contract

Unless We and You agree otherwise before the insurance starts the law of the Republic of Ireland will apply to this Policy.

All communication in respect of this insurance will be in English.

This Policy is a legal document and should be kept in a safe place.

### Levels of Cover

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

### Insurance Act 1936 (or future amendments thereto)

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

### Stamp Duties Consolidation Act 1999

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

### Residency

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

Signed on behalf of the Company



Craig Senior  
By Authority of the Board

## Special Notes

### Complaints Procedure

We are committed to providing You with exceptional customer service. However, if You have a complaint or enquiry, please contact:

Customer Service Department  
MAPFRE ASSISTANCE Agency Ireland  
22-26 Prospect Hill  
Galway H91 T3HK  
Tel: 091 545 958  
Email: [customer.service@mapfre.com](mailto:customer.service@mapfre.com)

If You are still dissatisfied, You may contact:

The Financial Services and Pensions Ombudsman  
Third Floor, Lincoln House, Lincoln Place  
Dublin 2, D02 VH29  
Phone: +353 1 567 7000  
Email: [info@fsp.oie](mailto:info@fsp.oie)  
Website: [www.fspo.ie](http://www.fspo.ie)

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

### Policy Underwriters

MAPFRE ASSISTANCE Agency Ireland (which is a registered trading name in Ireland of MAPFRE ASISTENCIA Compañía Internacional De Seguros Y Reaseguros, S.A) will provide the services and benefits described in this Policy:

- during the Period of Insurance;
  - within the Geographical Limits;
  - subject to the Limits of Cover, and all other terms, conditions, and exclusions contained in this Policy
- AND
- Subject to payment of the appropriate premium.

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

In the event of an emergency abroad You should contact the MAPFRE ASSISTANCE Agency Ireland 24-hour helpline number +353 91 560 615. Give Your name, Policy Number and as much information as possible, together with a telephone or fax number where You can be contacted day or night.

### Important Information

This insurance policy is not designed to cover known or publicly announced events. Cover for COVID, which is subject to the 'General Exclusions', is detailed in Section 1 – Cancellation and Curtailment Charges, Cancellation, subsections 2) &3), Section 1 – Cancellation and Curtailment Charges, Curtailment, subsections 2) &3) and Section 2 - Medical and Other Expenses Incurred Abroad.

### Cancellation & Cooling-Off Period

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

If after reading this Policy You are not satisfied with it for any reason, You may cancel the Policy by giving Us notice in writing within 14 working days of issue and you will receive a full refund of premium. However, where a claim has been made or travel has commenced then we reserve the right to retain the premium, subject at all times to applicable law.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 working days' notice to You at Your last known address. You shall be entitled to a proportionate rebate of premium in respect of the un-expired period of cover.

#### **Hazardous Activities:**

You may not be covered when You take part in certain sports, or activities where there is a high risk You will be injured. Please see Section 14 of this booklet for information about Hazardous Activities that are covered at no extra premium under this Policy (that you do not have to tell Us about), as well as those which you need to tell Us about and pay an extra premium for.

#### **Automatic Renewal Service:**

To make sure You have continuous cover under Your Policy, We will aim to automatically renew (auto-renew) Your Policy when it runs out, unless You tell Us not to. Each year We will notify You in writing at least 20 working days before the renewal date of Your Policy.

**We will notify You about any changes to the Premium or to the terms and conditions of the Policy in writing at least 20 working days before the changes take effect.**

**If You do not want Us to auto-renew your Policy, call Us on 091 545 958. If You do not contact Us, We will collect the renewal premiums from Your credit card or debit card. You will have 14 working days from the renewal date to cancel your policy if it does not meet with your requirements.**

Please note that Your renewed Policy will only be valid if:

1. You have told Us about any changes to your Policy details (including any changes in health conditions) as You will still be required to contact Us to declare any Pre-Existing Medical Conditions, as outlined in your renewal invitation;
2. Your credit card or debit card details have not changed and we are successful in collecting payment from your card

In some cases, We may not be able to automatically renew your Policy and we will let you know at the time if this is the case. For the facilitation of the auto renewal service we are entitled to assume that your credit card or debit card details have not changed and you have the permission of the credit card or debit card holder unless you inform us otherwise.

You can make changes to your Policy details or opt out of automatic renewal by calling Us on 091 545 958.

#### **Independent travel on annual multi-trip policies**

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

#### **Private Health Insurance**

If You have confirmed that You have Private Health Insurance cover when purchasing or renewing this insurance You are agreeing to the following:

1. You already have Private Health Insurance cover in force.
2. It covers each Insured Persons under this insurance for a minimum of €55,000 medical expenses cover while abroad for the full duration of your trip.
3. You are familiar with and fully comply with the rules of your Private Health Insurance policy.  
Your Private Health Insurance policy will remain in force for the duration of Your Trip.
4. Your private health insurer must pay the first amount as stated in Your Private Health Insurance policy and we will commence cover under this Policy once that limit has been reached.

Please note: Your Private Health Insurance may provide a degree of medical expenses cover abroad. The amount of this cover will typically depend on Your insurer and the plan You have chosen. The terms and conditions of Our insurance differ from your Private Health Insurance and You will need to read both carefully and ensure you understand the differences and that Our product meets with Your requirements.

If you are unsure whether this insurance is suitable for your needs, please contact Us on **091 545 958** or email [ieteles@mapfre.com](mailto:ieteles@mapfre.com).

#### **Reciprocal Health Agreement:**

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

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

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

#### **Strict Medical Health Requirements:**

This insurance operates on the following basis:

- To be covered under this Policy, You must be healthy, fit to travel and fit to undertake Your planned Trip.
- The insurance will NOT cover You when You are travelling against medical advice of a qualified Medical Practitioner or with the intention of obtaining medical treatment abroad.
- No claim arising directly or indirectly from any Pre-Existing Medical Condition affecting You will be covered unless that condition has been declared to Us and accepted by Us in writing.
- Medical declarations are valid only during the Period of Insurance in which they are made. Before commencement of any trip any Pre-Existing Medical Conditions not previously declared to Us must be disclosed. Prior to renewal of the Policy, we will expressly request that You update any medical declarations previously made to Us.
- Any Pre-Existing Medical Condition not declared to Us and accepted by Us in writing for the current period of insurance will not be covered under Your Policy.
  - No claim shall be paid where at the time of taking out this insurance (and in the case of Annual Multi-trip at the time of booking each Trip), the person whose condition gives rise to a claim:
    - is receiving, or is on a waiting list for treatment or investigations in a clinic, hospital or nursing home; or
    - has received a terminal prognosis; or
    - is travelling against the medical advice of a qualified practitioner, or would be, had such medical advice been sought or for the purpose of obtaining treatment abroad; or
    - has a Medical Condition which they are aware of but has not received a diagnosis; or
  - Is aware of any circumstances that could be reasonably expected to give rise to a claim.

In the event that You have a Medical Condition which would need to be declared to Us, please contact the helpline on **091 545 958**.

## What to do in the Event of an Emergency

We will help you immediately if You are ill or injured outside the Home you live in (or the final country of Your journey if You are on a one-way Trip). You should first check that the circumstances are covered by referring to the relevant section of Your Schedule of Cover.

We provide a 24-hour emergency service 365 days a year, and You can contact Us on +353 91 560 615.

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

To comply with the terms and conditions of this insurance You must obtain Our prior consent before incurring any expenses over €500, curtailing or extending Your Trip due to Your bodily injury or illness. In the case of an emergency where You are physically prevented from contacting Us immediately, You or someone designated by You must contact us within 48 hours, otherwise any delay in notification may impact the outcome of Your claim.

### Repatriation of patients

If, in the opinion of the Senior medical officer, it would be preferable to repatriate a patient to Ireland, We will organise the repatriation. If You do not comply with this decision, We reserve the right to withdraw further cover for Your claim.

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

Remember that in the case of patients requiring repatriation, the attending doctor must provide a certificate confirming that the patient is fit to travel, since without this the airline company operators reserve the right to refuse to carry any sick or injured person.

### Confirmation of payment

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

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

Claims relating to minor illnesses or accidents (i.e. claims with a value of €500 or less) should be paid, where possible, by You and notified to Us within 30 days of returning from Your Trip.

## Definitions

Wherever the following words and phrases appear in Your Policy or Schedule of Cover, they will always have these same meanings. For Your convenience, these words and their meanings are shown in alphabetical order below:

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

**Cash:** Coins and notes that are legal tender in any country.

**Close Business Associate:** Any person who works at Your place of business and who, if you were both away from work at the same time, would stop the business from running properly as a viable

commercial entity.

**Close Relative:** Mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, step parent, step child, step-sister, step-brother, foster child, legal guardian, next of kin, or fiancé/fiancée or common law partner (any couple, including same-sex, in a common law relationship or who have co-habited for at least 6 consecutive months).

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

### Complications of Pregnancy or Childbirth

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

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

**Curtailment/Cutting Short Your Trip:** Your early return to Ireland before the scheduled return date.

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

**Excess:** The amount You must pay towards certain claims. This amount is per person and per section. This amount will be shown in the Schedule of Cover outlined in the beginning of Your Policy.

**Family:** The principal Insured Person, his/her spouse or common law Partner, and their dependent child/children aged 17 years and younger.

**Geographical Limits:** Please see Your Insurance Certificate for Your chosen area. Areas are defined as follows:

Area 1: The United Kingdom (including the Channel Islands and the Isle of Man) and the Continent of Europe west of the Ural Mountains, Madeira, Canary Islands, Iceland, the Azores, Mediterranean Islands, and non-European countries bordering the Mediterranean (except Algeria, Israel, Jordan, Libya, Lebanon and Syria)

Area 2: Worldwide excluding the United States of America and Canada

Area 3: Worldwide including the United States of America and Canada

**Golf Equipment:** Golf clubs, golf balls, golf bag, golf shoes and non-motorised golf trolley forming part of Your Luggage. **NOTE: Applicable to Golf Cover only**

**Hazardous Activities:** Those activities which are set out in Section 14 of this Policy.

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

**Home:** Your usual, permanent place of residence in Ireland.

**Illness:** An unhealthy condition of a body or mind necessitating treatment from a Medical Practitioner.

**Insurance Certificate:** This forms part of Your Policy and contains details of the persons insured and the effective dates of cover.

**Insured Person(s):** The Person(s) Insured which are named in the Schedule of Cover.

**Insured Vehicle:** being a car, motorised caravan, light van, estate car or 4x4 sport utility vehicle, registered in the Republic of Ireland, together with a towed caravan or trailer of proprietary make. **NOTE: Applicable to European Motor Breakdown only**

**Ireland:** The Republic of Ireland.

**Irrecoverable:** Costs that you have not already recovered, for which reasonable remedy was not offered or provided by another source and which you are not entitled to recover or regain from another source.

**Limits of Cover:** Our maximum liability per person is limited to the amount stated on Your Schedule of Cover, outlined in the beginning of Your Policy, unless otherwise stated in Your Policy.

**Loss of One or More Limbs:** Total loss by physical separation at or above the wrist or ankle or the permanent total loss of use of an entire hand, arm, foot or leg.

**Loss of Sight:** Means the complete and irrecoverable loss of sight.

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

**Medical Condition:** Any disease, illness, injury or symptom of these, whether diagnosed or not.

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

**Money and Travel Documents:** Cash, travel tickets, travellers' cheques and hotel vouchers, Green Cards, passports, and driving licences.

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

**One-way Trip:** A single outward holiday or journey beginning in Ireland. Cover ends 24 hours after you leave immigration control in the final country you go to or at the end of the period shown on Your Insurance Certificate, whichever is earlier.

**Pair or Set:** Items of Personal Luggage associated as being similar, complementary or used together.

**Period Of Insurance:** the Period Of Insurance is as follows:

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

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

Please note: - if, due to an insured event, you cannot finish your holiday within the period of insurance set out on Your Insurance Certificate, we will extend your cover for up to 30 days at no extra charge. If the reason you cannot finish your holiday is linked to COVID, we will still extend your cover for up to 30 days at no extra charge. However, We will only cover claims that are not related to COVID, apart from Section 1 Cancellation sub-sections 2) & 3); Section 1 Curtailment subsections 2) & 3) and Section 2 – Medical and Other Expenses incurred abroad, provided that You are not travelling to a country or specific area or event to which the Travel Advice Unit of the Department of Foreign Affairs (DFA) [www.dfa.ie/travel/travel-advice](http://www.dfa.ie/travel/travel-advice) or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel. All other general exclusions will continue to apply.

Please note: - Any Trip that had already begun when You purchased this insurance will not be covered, except where You renew an existing Annual Multi Trip Policy which fell due for renewal during the Trip.

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

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

**Personal Luggage:** Items that you own which are usually carried or worn by travellers for their individual use during a Trip, including Your Valuables (as defined below).

**Policy:** The Insurance Certificate, Medical Certificate and terms and conditions of Your insurance as outlined in this document.

**Pre-existing Medical Condition:** Any medical or psychological sickness, disease, condition, injury or symptom of which You are aware, or that has affected You, which has required treatment, medical consultation (s) or investigation (s), or prescribed medication at any time during the last 2 years prior to the commencement of cover under this Policy/Schedule of Cover (inside front cover) and/or prior to each and every Trip.

And/Or

any cardiac, cardiovascular, hypertensive, or cerebrovascular illness, disease, condition or symptom of which You are aware, that has occurred at any time prior to the commencement of cover under this Policy/Schedule of Cover and/or prior to any Trip.

Should a Medical Condition occur between the date the Policy was accepted and the date of departure, We must be advised.

**Private Health Insurance:** Insurance that helps cover all or part of the medical and hospital costs incurred outside of Ireland, with a minimum level of cover of €55,000, for the full duration of Your Trip.

**Public Transport:** Means any publicly licensed aircraft, sea vessel, train or coach on which You are booked to travel.

**Recoverable:** Costs that you have already recovered or for which reasonable remedy was offered or provided by another source, and which you are entitled to recover or regain from another source.

**Schedule of Cover:** This forms part of Your Policy and contains details of the benefits outlined in Your cover.

#### **Scheduled Airline:**

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

**Senior Medical Officer:** means a medical practitioner, who shall be appointed by Us to assess any aspect of any applicable issue where medical expertise is required pursuant to these Policy Terms and Conditions.

**Single Item / Set of Articles:** Any one article, pair, set or collection.

**Ski Equipment:** Means skis (including bindings), ski boots, ski poles, snowboard bindings and snowboard boots.

**Strike or Industrial Action:** Any form of industrial action, whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

**Travelling Companion:** A person accompanying You without whom the Trip cannot commence or continue.

**Trip:** Means any holiday, business or pleasure Trip or journey made by You within the area of travel shown in the Insurance Certificate which begins and ends in Ireland during the Period of Insurance

unless the Trip is a one way Trip or journey as defined under the Period of Insurance. Any Trip solely within Ireland is only covered in respect of cancellation / curtailment and where you have pre-booked at least 2 nights' accommodation rented for a fee.

For Annual Multi-Trip policies You are covered for a maximum of 31, 45 or 60 days per Trip (whichever is stated on the Insurance Certificate), up to the annual limit of 183 days.

**Unattended:** Means when You are not in full view of and not in a position to prevent unauthorized interference with Your Personal Luggage or vehicle.

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

**We/Us/Our:** MAPFRE ASISTENCIA Compañía Internacional De Seguros Y Reaseguros, S.A trading as MAPFRE ASSISTANCE AGENCY IRELAND, 22-26 Prospect Hill, Galway H91 T3HK.

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

**You/Your:** The Person(s) Insured who are named in the Schedule.

## General Conditions

**IMPORTANT NOTE: Certain sections of this Policy have particular conditions attaching to them, but the conditions set out below apply to all sections:**

- Before we consider a claim, it is a condition that:
  - the answers in any proposal and declaration for this insurance are honest and accurate.
  - You, or any person, on whose behalf payment or benefit is claimed, observe the terms and conditions of this Policy.
  - any facts known to You and any changes affecting the risk since inception of this Policy or last renewal date must be disclosed to Us. Failure to disclose such facts or changes may mean that Your Policy will not provide You with the cover You require.
- Maximum age limit:
  - Silver Single Trip: Up to 65 years
  - Silver Annual Multi-trip: Up to 65 years
  - Gold Single Trip: Up to 86 years
  - Gold Annual Multi-trip: Up to 65 years
  - Platinum Single Trip: 86 years
  - Platinum Annual Multi-trip: Up to 75 years
  - Winter Sports cover: Up to 65 years
- During each Period of Insurance, before You depart on each Trip and before each renewal, You must declare to Us any change in Your health or medical status. We must accept this change in writing before cover will be continued. If in doubt as to whether this is material, You should tell Us.
- You must declare to Us all material information which we request from you, which is likely to affect this insurance. Failure to do so may prejudice Your entitlement to claim. If You are uncertain as to whether information is material, You should declare it to Us.



5. We will not refund any premium paid after 14 working days from the issue date of this Policy unless as a result of cancellation by Us.
6. You and each Insured Person must take all reasonable steps to prevent any accident, injury, illness, disease, loss or damage.
7. You must comply in full with the terms and conditions of this Policy before a claim will be paid. Please read this Policy carefully, and if unsure as to what is covered or excluded, contact the Policy Helpline on the number listed to the front of this document.
8. In case of an emergency or of any occurrence, which may give rise to a claim for costs in excess of €500 under this Policy, You must contact Us as soon as practicable. You must make no admission, offer, promise or payment without Our prior consent and prior to contacting Us.
9. We are entitled to take over Your rights in the defence or settlement of a claim or to take proceedings in Your name for Our own benefit against another party and We shall have full discretion in such matters.
10. We may, at any time, pay to You our full liability under this Policy after which no further liability shall attach to Us in any respect or as a consequence of such action.
11. You must take all practicable steps to recover any article that is insured under this Policy which has been lost or stolen and to identify and ensure the prosecution of the guilty person(s). We may at any time at our own expense take such action as We deem fit for the recovery of any property lost or stated to be lost.
12. In the event of a valid claim, You shall allow Us the use of any relevant travel tickets You are not able to use because of the claim. All receipts submitted as part of a valid claim shall be retained by Us.
13. You must give us notice of any event that you are aware of, which may lead to a claim, within 30 days of Your return Home. If you give us notice outside of this period, such delay may impact the outcome of Your claim.
14. As often as We require, upon the giving of reasonable notice to You, You shall submit to medical examination by a qualified Medical Practitioner at Our expense. In case of the death of an Insured Person, We shall be entitled to have a post mortem examination carried out at Our expense. You must supply Us with a written statement substantiating Your claim, together with (at Your own expense) all certificates, information, evidence and receipts relating to the claim that We require.
15. If You cancel this Trip due to anxiety, depression, stress, or any other psychological disorder that You are suffering from You must provide a medical certificate from a consultant specialising in the relevant field.
16. You will be required to reimburse to Us, within one month of Our request to You, any costs or expenses We have paid out on Your behalf which are not covered under the terms of this Policy.
17. For Single Trip policies You must pay the appropriate premium for the full number of days comprising Your planned Trip. If Your Trip is planned to exceed the number of days for which You have purchased insurance, You will not be covered after the last day for which You have paid. For Annual Multi-Trip policies You are covered for a maximum of 31, 45 or 60 days per Trip (whichever is stated on the Insurance Certificate), up to the annual limit of 183 days.
18. This contract has been entered into in the Republic of Ireland and, unless You and We agree otherwise before the commencement of the policy, is subject to Irish Law.
19. No provision or condition of this Policy may be waived or modified except by an endorsement signed by an authorised official on behalf of the insurers.
20. The European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 (SI. 27/1995) (the "Regulations")

transpose Council Directive No. 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (the "Directive") into Irish law and are intended to protect consumers against unfair terms in contracts conclude by consumers with sellers of goods and suppliers of services. If any of the Policy conditions are considered unfair or ambiguous under the Regulations or the Directive, We reserves the right to change the wording of the relevant condition to correct the problem. The revised text will operate as closely as possible to the way the replaced text was intended. If the operation of a condition of the Policy is challenged or questioned, We will take independent legal advice and will try to follow the operation of the Policy as the appointed actuary of Us *intended*. *If any change is made to the Policy in accordance with this condition:*

- (i) it will be made so as not to disadvantage You, and
- (ii) written notification of such change will be given to You.

21. Children under 18 who travel alone must be dropped off and picked up from the departure and/or arrival point by a responsible adult aged over 21.
22. If you have confirmed that you have Private Health Insurance cover when purchasing or renewing this insurance, it is a condition that:
  - a. You already have Private Health Insurance cover in force.
  - b. It covers each Insured Persons under this insurance for a minimum of €55,000 medical expenses cover while abroad for the full duration of Your Trip.
  - c. You are familiar with and fully comply with the rules of your Private Health Insurance policy.
  - d. Your Private Health Insurance policy will remain in force for the duration of Your Trip.
  - e. Your private health insurer must pay the first amount as stated in Your Private Health Insurance policy and we will commence cover under this Policy once that limit has been reached.

#### Fraudulent Claims

If any claim under this Policy is fraudulent in any respect or if any fraudulent means or devices (including inflation or exaggeration of the claim or submission of forged or falsified documents) are used by You or anyone acting on Your behalf to claim under this Policy, you may not be entitled to payment of that claim, this Policy may be treated as terminated from the date of the submission of the fraudulent claim and the premium paid may be forfeited. Any benefits claimed and received in relation to the fraudulent claim must be repaid to Us.

#### Non-Assignment

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

#### General Exclusions

**IMPORTANT NOTE:** Certain sections of this Policy have particular exclusions attaching to them. The following exclusions apply to all sections of the Policy:

There will be no cover under any section of the Policy in respect of:

- a. Claims arising from circumstances or facts known to You and which were not declared to Us upon request and accepted in writing by Us when:
  - applying for this insurance or
  - at any time prior to the commencement of the Period of Insurance or
  - booking Your Trip or any element of any Trip or
  - the commencement of any Trip.



- b. Any claims caused by or relating to COVID, or any claims relating to any fear or threat concerning COVID. This applies to all sections of cover apart from Section 1 Cancellation sub-sections 2) & 3); Section 1 Curtailment subsections 2) & 3) and Section 2 - Medical and Other Expenses incurred abroad, provided that you are not travelling to a country or specific area or event to which the Travel Advice Unit of the Department of Foreign Affairs (DFA) [www.dfa.ie/travel/travel-advice](http://www.dfa.ie/travel/travel-advice) or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel.
- c. Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this Policy, be insured by any other existing certificate, policy or any motoring organisation's service. If You have any other certificate in force, which may cover the event for which You are claiming, You must tell Us. This exclusion shall not apply to Section 5 - Personal Accident.
- d. Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which You would have paid for in any case).
- e. Consequential losses of any nature, including, but not exclusively, phone calls, taxi fares and car hire, other than as specifically provided within the terms of this Policy.
- f. Any deliberate, careless or negligent act or omission by You.
- g. Any claim arising directly or indirectly from drug addiction or solvent abuse by You or by reason of You being under the influence of alcohol or drug(s).
- h. Any claim caused by flying (other than as a fare-paying passenger on a regular Scheduled Airline or licensed charter aircraft).
- i. Any claim arising from sexually transmitted diseases suffered by You.
- j. Any claim arising from You engaging in Manual Work (as defined) in conjunction with any profession, business or trade.
- k. Any claim that comes from pregnancy or childbirth, unless a qualified Medical Practitioner confirms that the claim comes from the Complications of Pregnancy or Childbirth (see Definitions on page 5)
- l. Your engaging in work in Your capacity as a member of the Armed Forces, Navy or Air Corps, Police Force of any country or a member of An Garda Síochána. (This exclusion will not apply to claims for holiday cancellation in connection with a sudden and unforeseen posting or duty).
- m. Any costs, medical or otherwise, incurred by the Insured Person when engaging in Hazardous Activities unless the appropriate additional premium has been paid.
- n. War, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'état, terrorism, weapons of mass destruction.
- o. Any claim which is directly or indirectly caused by, results from, or is in connection with a Natural Disaster.
- p. Loss or destruction or damage or any expense whatsoever resulting from: Ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- q. Any claim when You have not paid the appropriate premium for the cover required.
- r. Consequential loss of any kind arising from the provision of, or any delay in providing, the services to which this Policy relates, unless negligence on our part can be demonstrated.
- s. Your pursuit of Winter Sports unless Section 11 is shown as operative in Your Insurance Certificate and the appropriate premium has been paid.
- t. Loss of enjoyment.
- u. Your travel to a country or specific area or event to which the Travel Advice Unit of the Department of Foreign Affairs or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel unless this advice relates only to COVID. In this instance, only claims relating to COVID will not be considered.
- v. Any claim arising from loss or theft that has not been reported to the local police within 24 hours and a written report obtained.
- w. Events where coverage may imply that the Insurer must make any provision or payment of any nature, return of premiums included, to the extent that said provision or said payments may expose the Insurer to any sanction, prohibition or restriction by virtue of United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America, or any others that currently exist or may exist in the future.
- x. Events that take place in those countries which the Irish Department of Foreign Affairs, the World Health Organisation (WHO) or other similar body has advised against all or all but essential travel, that are subject to an embargo by the UN Security Council or other international organisations, or events that occurred in any conflict zone whether war has been declared or not, or if there have been national or international interventions with the use of force or coercion.

## Section 1 – Cancellation and Curtailment Charges

We will cover you up to the amount shown on Your Schedule of Cover, per Insured Person, under this Policy for Irrecoverable financial loss suffered by You during the Period of Insurance, being non-refundable deposits and amounts You have paid (or have contracted to pay) for travel to/from Your holiday destination, accommodation You do not use because of Your inability to commence travel or curtailment of the Trip as a result of any of the events shown below, occurring after payment of the policy premium (and at the time of booking Your Trip in respect of an annual policy) occurring within the Period of Insurance. **Your Cancellation or Curtailment must be necessary and unavoidable in order for You to claim.**

Please note no cover is provided for any event relating to COVID. This applies to all sections of Cancellation and Curtailment cover apart from Section 1 Cancellation, sub-sections 2) & 3); and Section 1 Curtailment, subsections 2) & 3).

### You are covered for:

#### Cancellation

1. The death, Bodily Injury, or Illness of You, Your Travelling Companion, any person with whom You have arranged to reside temporarily during your Trip, Your Close Relative, or Your Close Business Associate
2. You, Your Travelling Companion or any person hosting You during Your Trip receiving a diagnosis of COVID within 14 days before the start of the trip or in the case of being admitted to hospital with a COVID diagnosis within 28 days before the start of the trip; or
3. Your Close Relative or Close Business Associate being admitted to hospital with a COVID diagnosis at the time of the Trip or the death of Your Close Relative or Close Business Associate due to COVID at the time of the Trip.
4. If You become pregnant after We have sold You this policy, and You will be more than 32 Weeks pregnant (or 24 Weeks if You know You are having more than one baby) at the start of, or during, Your Trip, or Your doctor advises that You are not fit to travel because You are suffering from Complications of Pregnancy or Childbirth.

5. Jury service attendance or being called as a witness at a Court of Law.
6. Redundancy of You or Your Travelling Companion provided the redundancy qualifies for payment under the current Irish redundancy payment legislation and there was no reason to believe anyone would be made redundant at the time of booking the trip.
7. You or any person with whom You are travelling or have arranged to travel with are a member of the Armed Forces, Garda, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have Your/their authorised leave cancelled or are called up for operational reasons, provided that such cancellation or Curtailment could not reasonably have been expected at the time when You purchased this insurance or at the time of booking any Trip.
8. In the event of burglary at Your Home within 48 hours of Your departure or the police requesting You to return to Your Home due to serious damage to Your Home caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

#### **Curtailment**

1. Irrecoverable unused accommodation and additional travel expenses because of unexpected Curtailment of Your holiday or Trip after commencement, due to one of the following reasons:
2. Unforeseen Bodily Injury, Illness or death of You, Your Close Relative, Close Business Associate, Travelling Companion, any person with whom You were going to stay during the Trip.
3. You, Your Travelling Companion or any person you have arranged to stay with during Your Trip receiving a diagnosis of COVID within 14 days of the start of the Trip or in the case of being admitted to hospital with a COVID diagnosis within 28 days of the start of the Trip; or
4. Your Close Relative or Close Business Associate being admitted to hospital with a COVID diagnosis at the time of the Trip or the death of Your Close Relative or Close Business Associate due to COVID at the time of the Trip.
5. The death, imminent demise or hospitalisation due to a serious accident or Illness of a Close Relative or Close Business Associate.

#### **Conditions applicable to cancellation charges:**

(See also General Conditions)

- You must advise Your travel agent/tour operator or provider of transport / accommodation, as soon as You become aware of the need to cancel Your Trip. We will only be responsible for the cost of cancellation that applied at the time You became aware of the reason for cancellation.
- All claims relating to cancellation due to a medical reason must be supported by relevant documentation confirming that medical advice was sought and that advice was given by a Medical Practitioner (in the case of stress, anxiety, depression or any other mental or nervous disorder a consultant specialising in the relevant field) to cancel a Trip prior to the cancellation of that Trip.
- You will not be covered for any losses or costs relating to COVID that arise within 14 days of the date you purchased this insurance, except where the insurance is bought within 48 hours of booking the trip.

#### **Conditions applicable to Curtailment:**

(See also General Conditions)

- Prior to curtailment of your Trip, due to medical reasons, a doctor's certificate must be obtained from the attending doctor abroad, confirming the necessity to return Home.
- If You will be more than 32 Weeks pregnant (or 24 Weeks if You know You are having more than one baby) at the start of, or

during, Your Trip and You still choose to travel, You may not claim for cutting short Your Trip due to pregnancy unless as a result of the Complications of Pregnancy or Childbirth.

- You will not be covered for any losses or costs relating to COVID that arise within 14 days of the date you purchased this insurance, except where the insurance is bought within 48 hours of booking the trip.

**Our medical emergency service must be contacted prior to any arrangements being made to curtail the Trip and return Home.**

#### **Section 1 Exclusions**

##### **Cancellation or Curtailment**

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

- The Excess referred to in the Schedule of Cover.
- The cost of airport charges and levies.
- Any circumstances known to You which are likely to cause Cancellation or Curtailment, prior to booking your Trip and/or purchasing or renewing Policy.
- Your disinclination to travel for any reason.
- Default, financial or otherwise, of any transport or accommodation provider, or any person or company operating as Your agent.
- Failure by the provider of any part of the booked Trip to actually supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise).
- Any known Pre-Existing Medical Condition affecting You that would cause You to cancel or curtail Your Trip, unless You have declared the condition to Us and We have written to You accepting it.
- Any claim that comes from pregnancy or childbirth, unless a qualified Medical Practitioner confirms that the claim comes from the Complications of Pregnancy or Childbirth.
- Any expenses payable by the tour operator, hotel or airline or Recoverable from any other source.
- Withdrawal from service of the aircraft or sea vessel on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim in this case to the transport operator involved.
- Claims arising from actual or planned Strike or Industrial Action.
- Losses arising directly or indirectly from adverse weather conditions.
- The cost of tours, excursions or rental vehicles.
- Prohibitive regulations by the Government of any country to which are you are travelling, or delay or amendment of the booked Trip due to Government action.
- Any cancellation or Curtailment caused by work commitments or amendment of Your holiday entitlement by Your employer.
- Any claim resulting from Your failure to hold or obtain a valid passport and/or any required visa in advance of your Trip.
- Additional costs for which You become responsible for as a result of not cancelling a Trip immediately if there is reason for a Trip to be cancelled.
- Any claim for Irrecoverable payments for unused flight tickets to return home where a claim is also made under Section 1 or 2 for additional return travel expenses.
- The cost of this Policy.

## Section 2 – Medical and Other Expenses incurred abroad

### You are covered for:

We will cover You under this Policy up to the amount shown on Your Schedule of Cover per Insured Person\* who suffers a sudden and unforeseen Bodily Injury or Illness or dies during a Trip. We will cover the following costs necessarily and reasonably incurred abroad as a result of You becoming ill, sustaining injury or dying outside Ireland during the Trip:

- Reasonable medical expenses for the immediate needs of a medical emergency. Included are doctor's fees, hospital expenses, inpatient and outpatient medical treatment and charges for medical transportation to the nearest suitable hospital abroad, where deemed necessary by a recognised Medical Practitioner.
- Expenses incurred up to the amount shown on Your Schedule of Cover for burial or cremation of a deceased Insured Person abroad or repatriation to Ireland of the deceased Insured Person's body or ashes.
- Additional travelling costs to repatriate You Home where recommended by the Senior medical officer. We will pay the additional travelling and accommodation costs for one person to remain with You if it is medically necessary for You to stay beyond Your scheduled return date. If You are travelling alone, We will cover the cost of one person to travel to stay with You if it is medically necessary for You to be accompanied as recommended by the Senior medical officer.
- Reasonable additional accommodation costs up to the amount shown on Your Schedule of Cover in total necessitated by the medical emergency per Trip.
- Costs of providing emergency dental treatment for the immediate relief of pain and/or emergency repairs to dentures or artificial teeth carried out solely to alleviate distress in eating up to the amount shown on Your Schedule of Cover.
- In the event of a positive diagnosis of COVID abroad, the Policy will cover reasonable additional transport (economy class) and/or accommodation expenses incurred, up to the standard of Your original booking if You must extend Your stay, up to the amount of €2,000.  
\* Please note that this benefit is limited to €2,000 per trip, not €2,000 per person.

### 2A Additional Hospitalisation Benefit

If, during Your Trip You are admitted as an in-patient to hospital for more than 24 hours, on the recommendation of a Medical Practitioner, We will pay a benefit of the amount shown on Your Schedule of Cover per day up to a maximum of the amount shown on Your Schedule of Cover.

### Conditions applicable to Section 2

(See also General Conditions)

- On Your admission to Hospital abroad, Our medical emergency service must be contacted immediately if hospitalisation is likely to last for more than 24 hours or in the event that you incur expenses over €500.
- We reserve the right to repatriate You to Ireland when, in the opinion of the doctor in attendance and the Senior medical officer, the Insured Person is fit to travel. If You do not comply with this decision, We reserve the right to withdraw further cover for your claim.
- The decision on the method of repatriation will be at the

discretion of the Senior medical officer subject to consultation with the doctor in attendance.

- In the event of Your Bodily Injury or Illness, We reserve the right to relocate You from one hospital to another and arrange for Your repatriation to Ireland at any time during the Trip. We will do this if, in the opinion of the Medical Practitioner in attendance or Us, You can be moved safely and/or travel safely to Ireland to continue treatment.
- If you hold a valid policy of Private Health Insurance then You must first claim against Your private health insurer for any inpatient medical expenses incurred abroad.

### Section 2 Exclusions

#### In addition to the General Exclusions You are not covered for:

- The Excess referred to in the Schedule of Cover.
- Medical treatment, which, in the opinion of the attendant physician and/or the Senior medical officer, could reasonably be deferred until that person returns to Ireland.
- Any treatment after the insured person has returned to Ireland.
- Any surgery, treatment or investigations for which You intend to travel outside of Ireland to receive, including any expenses incurred due to the discovery of other Medical Conditions during and/or complications arising from these procedures.
- Pre-Existing Medical Conditions unless you have declared these to Us and We have accepted them in writing.
- Any claim that comes from pregnancy or childbirth, unless a qualified Medical Practitioner confirms that the claim comes from Complications of Pregnancy or Childbirth.
- Expenses incurred as a result of Your decision not to be repatriated after the date when in the opinion of Us, it is safe to do so.
- The cost incurred in obtaining or replacing medication, which, at the time of departure is known by You to be required or to be continued outside Ireland.
- Costs of telephone calls made when abroad, other than calls to Us notifying of the problem for which You are able to provide a receipt or other evidence to show the cost of the call and the number telephoned.
- Any Illness for which inoculations should have been obtained prior to the Trip.
- Any claims arising from a Medical Condition, where You travel against the advice of a qualified Medical Practitioner or would be travelling against the advice of a qualified Medical Practitioner, had You obtained advice.
- Cost of treatment, not directly related to Your Bodily Injury/ Illness.
- Any costs related to the transportation Home that has not been arranged by Us.
- Any amount recoverable under any National or Private Health Insurance Scheme, Reciprocal Health Arrangement (such as European Health Insurance Card – previously E111) or any other source.

## Section 3 – Personal Luggage, Cash and Passport

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

### 1. Loss or damage to You:

- a. Personal Luggage
- b. Valuables up to the limit shown on Your Schedule of Cover.
- c. Passport up to the limit shown on Your Schedule of Cover, in respect of expenses incurred in obtaining an emergency passport whilst abroad only.
- d. Reasonable additional transport costs, up to the limit shown on your Schedule of Cover, if You are unable to make Your pre-booked return flight Home following the loss or theft of Your passport within 48 hours of Your pre booked return flight Home.
- e. Travel Documents (including driving licence).
- f. Personal Money & Cash.

### 2. Temporary loss of luggage:

Up to the amount shown in Your Schedule of Cover for essential replacement items in the event of temporary loss, delay or misplacement, while in transit on Your outward Trip, of Your Personal Luggage for more than 12 hours. Any amount paid will be deducted from the final claims settlement should the items prove to be lost permanently.

**Conditions applicable to Section 3** (See also General Conditions)

### 3(a) Duty to take care:

You must take proper and due care of Your property including examination of Your Personal Luggage on arrival at Your destination. In the event of loss or damage, You must take all reasonable steps to safeguard and recover Your property. You must not leave Your property unsecured or outside Your reach or Unattended at any time in a place to which the public have access or in the custody of a person who is not a Travelling Companion.

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

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

If You are claiming for stolen or lost goods You must produce a receipt for the purchase of the original goods, which will assist Our assessment of the claim.

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

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

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

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

## Section 3 Exclusions

### In addition to the General Exclusions You are not covered for:

- The Excess referred to in the Schedule of Cover (does not apply to loss of passport or temporary loss of Personal Luggage).
- More than the amount shown on Your Schedule of Cover for any Single Item / Set of Articles.
- Valuables or personal Money and Travel Documents unless in Your possession or attended by You or deposited in a safe or safety deposit box at all times.
  - a) Loss, theft of or damage to Personal Luggage left Unattended at any time or contained in or stolen from an Unattended vehicle:
    - b) at any time between 9pm and 8 am (local time) or
- at any time between 8am and 9pm (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle confirmed by a police report.
- Any Valuables or personal Money and Travel Documents in Unattended vehicles regardless of the location of the property in the vehicle. (Losses from a roof or boot luggage rack of camping equipment remains covered under this section).
- Loss or damage caused by wear and tear, deterioration, depreciation, moths, vermin, atmospheric or climatic conditions or any process of cleaning, dyeing, repair or restoration.
- Confiscation or detention by Customs or other lawful officials and authorities.
- Electrical or mechanical breakdown or derangement of any article.
- Contact or corneal lenses, spectacles, dentures, bonds, securities, stamps or document of any kind, musical instruments, typewriters, personal computers or lap top computers and/or their accessories or similar items, glass, china, antiques, pictures, pedal cycles, hearing aids, coupons, personal organisers, computerised games and/or their accessories, mobile or portable telephones, telecommunication equipment, televisions, CDs, CD, MP3 or DAT players or similar items, vehicles and/or their accessories, boats and/or ancillary equipment, samples or merchandise or business goods or specialised equipment relating to a trade or profession.
- Breakage of, or damage to, any fragile or brittle articles, and any consequence thereof, unless caused by fire or accident to the conveyance in which Your Personal Luggage is being carried.
- Breakage of or damage to sports equipment while in use.
- Any property more specifically insured.
- Any item loaned, hired or entrusted to You.
- Items carried as freight or under a bill of lading.
- Loss of passport, if the loss has not been reported to the relevant Consular Authority within 24 hours of discovery of such loss.
- Cover for temporary or permanent loss of Personal Luggage for which You have received full compensation from someone else.

## Section 4 – Delayed Departure / Missed Departure / Abandonment.

You are covered for:

### 4(a) Delayed Departure

Where Strike or Industrial Action, adverse weather or mechanical breakdown of, or accident to, aircraft or sea vessel on which You are booked as a passenger for Your outward or return journey from or to Ireland, and forming part of a booked Trip, and specified on Your travel ticket, is delayed for a minimum of 12 hours beyond the intended departure time, We will cover the amount shown on Your Schedule of Cover in respect of every completed 12-hour period of delay in Your scheduled departure time, up to a maximum of the amount shown on Your Schedule of Cover per Insured Person.

### 4(b) Missed Departure or Connection

Where

- Scheduled public transport services on which You are booked as a passenger fail, or are disrupted  
OR
- The vehicle in which You are travelling is involved in an accident or breaks down

and this stops You from getting to the airport, port or station in time to commence or continue Your pre-booked Trip, We will reimburse You in respect of reasonable additional accommodation and travelling expenses, necessarily incurred – up to the limit shown on Your Schedule of Cover in order to reach Your booked destination.

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

### 4(c) Abandonment

Where Strike or Industrial Action, adverse weather or mechanical breakdown of, or accident to, aircraft or sea vessel on which You are booked as a passenger for Your outward journey from Ireland, and forming part of a booked Trip, and specified on Your ticket, result in abandonment of Your outward Trip, We will pay for loss of Your accommodation and travel charges up to the limit shown on Your Schedule of Cover, paid or contracted to be paid by You, and which are Irrecoverable from any other source, subject to a minimum delay of 24 hours from the scheduled departure time.

### Conditions applicable to Section 4

(See also General Conditions)

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

### Section 4 Exclusions

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

- The Excess referred to in the Schedule of Cover (applies only to abandonment and missed departure or connection).
- Any claim resulting from Strike, Industrial Action or adverse weather which commenced (or for which an officially stated intent had been given) on or prior to the date of booking Your

Trip and/or insurance.

- Failure to check in, in accordance with the terms of the itinerary supplied unless such failure was itself due to an event insured.
- Withdrawal from service of the aircraft or sea vessel on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the transport operator involved.
- Claims where You have not obtained written confirmation from the carrier or handling agent stating the period and reason for delay.
- Delays as a result of Your failure to check in at Your departure point in time.
- Claims for missed connecting flights where insufficient time has been allowed for transfer times.
- Additional costs where the scheduled public transport operator has offered reasonable alternative arrangements.
- Compensation under more than one of "delayed departure", "missed departure or connection" and "abandonment".
- Any amount Recoverable from any other source.
- Any claim caused by traffic congestion.

## Section 5 – Personal Accident

If You suffer an accidental Bodily Injury during the Trip, which within 12 months is the sole and direct cause of death or disablement, We will pay You or Your legal personal representatives the amount shown on Your Schedule of Cover due to:

1. Death  
OR
2. Loss of One or More Limbs, or total and irrecoverable Loss of Sight in one or both eyes  
OR
3. Permanent Total Disablement

### Section 5 Exclusions

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

- Compensation under more than one of the above.
- Injury not caused solely by outward, violent and visible means.
- Your disablement caused by mental or psychological trauma not related to Your Bodily Injury.
- Disease or any physical defect, infirmity or Illness which existed prior to the commencement of the Trip.
- Any payment in excess of the amount shown on Your Schedule of Cover per Insured Person.
- Any payment in excess of €3,000 arising from the death of Insured Persons under 16 years of age or over 66 years of age.

## Section 6 – Personal Liability

If in the course of a Trip, You become legally liable for accidental Bodily Injury to, or the death of, any person and / or accidental loss of or damage to their property, then:

On condition that there is no other insurance in force covering the loss or the material damage for Your liability, We will indemnify You (or in the event of Your death, Your legal personal representatives) against:

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

We will pay up to the maximum of the amount shown on Your Schedule of Cover under this Policy (including costs). This limit applies to any and all claimants in any one Period of Insurance affected by any and all occurrences with any one original cause.

## Section 6 Exclusions

### In addition to the General Exclusions You are not covered for:

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

## Section 7 – Legal Expenses

### You are covered for:

We will provide telephone advice, guidance and assistance on any legal issue(s) that arises in connection with a Trip or in connection with Your Home. This service is available when You start Your Trip until 7 days after You return Home.

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

### We will advance on Your behalf

- Up the amount shown on the Schedule of Cover in total under this Policy per Insured Person (and in total for all Insured Persons in connection with any one event giving rise to a claim) for legal costs and expenses directly incurred in the pursuit of these proceedings.
- Additional travel expenses in the event that a Court outside Ireland requires You to attend in connection with an event giving rise to an action under this Section, up to a maximum amount of €300 per Insured Person.

Where We have instituted proceedings on Your behalf and You receive no compensation, or only limited compensation, We will indemnify You against claims for fees, costs and expenses arising out of these proceedings, to the extent that these fees, costs and expenses exceed the amount of any compensation You have received, with a limit of the amount shown in the Schedule of Cover in total under this Policy per Insured Person (and in total for all Insured Persons in connection with any one event giving rise to a claim). This benefit will be offset against the advance described above.

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

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

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

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

You must notify Us as soon as possible of any incident which may give rise to a claim and at the latest, within 30 days of Your return Home from Your Trip. Otherwise, a delay in notification may impact the outcome of your claim.

## Section 7 Exclusions

### In addition to the General Exclusions You are not covered for:

- Costs or expenses incurred without prior authorisation by Us.
- The pursuit of a claim against Us, Our agent or an insurer underwriting any section of this Policy or a travel agent, tour operator, carrier or any supplier under a package holiday arrangement.
- Actions between Insured Persons or Travelling Companions or actions pursued in order to obtain satisfaction of a judgement of legally binding decision.

## Section 8 – Hijack

### What is covered:

We will pay You up to the amount shown in the Policy Schedule of Cover, for every completed period of 24 hours in the event of Hijack of the transport on which You are travelling.

### Section 8 Exclusions

### In addition to the General Exclusions You are not covered for:

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

## Section 9 – Catastrophe

### What is covered:

We will pay You, up to the amount shown in the Policy Schedule of Cover, in the event that the tour company is unable to assist and You are forced to move from Your pre-booked accommodation as a result of fire, lightning, explosion, storm, flood, medical epidemic, or local Government directive which is confirmed in writing by local or national authority, for Irrecoverable travel or accommodation costs necessarily incurred to continue with Your Trip, or, if Your Trip cannot be continued for Your return to Ireland.



## Section 9 Exclusions

### In addition to the General Exclusions You are not covered for:

- The Excess as shown in the Policy Schedule of Cover.
- Claims where a report from local or national authority is not obtained stating that it was not acceptable for You to remain in Your booked accommodation.
- Claims where the tour company is responsible.
- Claims where the tour company has made alternative arrangements.

## Section 10 – Credit and Cash Card Fraud

### You are covered for:

We will pay You up to the amount shown in the Policy Schedule of Cover for loss suffered solely as a result of any credit or cash card for which You are responsible, being lost or stolen and/or fraudulently used outside Ireland, by any person other than You or a Close Relative or Your Travelling Companion.

### Section 10 – Exclusions

#### In addition to the General Exclusions You are not covered for:

- The Excess as shown in the Policy Schedule of Cover.
- Claims where You can or could have recovered Your losses from any other source.
- Claims where the reporting of credit or cash card loss procedures have not been followed.
- Any costs incurred in the replacement or return of the lost or stolen card.
- Claims occurring outside of 31 days from the date of return to Your normal country of residence.

## Section 11 – Winter Sports

(Only operative if a Winter Sports product has been purchased)

### You are covered for:

#### 11(a) Inability to Ski

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

#### OR

#### Ski Hire

If You are certified by a qualified Medical Practitioner at a ski resort as being unable to ski as a direct result of injury or sudden and unforeseen illness occurring during the Trip, a proportionate refund in respect of charges for Your unused ski-pack up to the limit shown on Your Schedule of Cover is provided under Inability to Ski cover.

#### 11(b) Skis, Ski Equipment & Ski Pass

The cover under Section 3.1(a) is extended to apply to damage to, and loss or theft of, skis (including bindings) and Ski Equipment belonging or hired to You, up to the amount shown on Your Schedule of Cover per Insured Person. Skis and Ski Equipment are covered against damage or loss whilst in use. Skis are covered when locked to a roof rack, which is itself locked to the roof of a vehicle. Cover under Section 3.1(f) is extended to include Your ski pass.

#### Conditions applicable to Section 11(b)

Our liability for Ski Equipment owned or hired by You shall be

further limited as follows:

The maximum payment for any Single Item:

Age of item	
Up to 1 year old -	90% of purchase price
Up to 2 years old -	70% of purchase price
Up to 3 years old -	50% of purchase price
Up to 4 years old -	30% of purchase price
Up to 5 years old -	20% of purchase price
Over 5 years old -	Nil payment

Our liability for Ski Equipment hired by You shall be further limited to the Insured Persons liability for such loss or damage.

#### 11(c) Piste Closure

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

#### 11(d) Avalanche or Landslide

We will pay up to the amount shown on Your Schedule of Cover per Insured Person per day, in order to reimburse You for reasonable extra accommodation and travel expenses You have to pay if scheduled public transport services are cancelled or curtailed following avalanches or landslides.

#### Conditions applicable to Winter Sports

(See also General Conditions)

- For claims in respect of unused ski pack/ski hire due to Illness/ Bodily Injury a certificate from the attending doctor must be obtained.
- **Off-Piste**
  - For Your protection, and to ensure continuity of the insurance cover, the following conditions apply:
  - You must observe the rules of the resort or area. If in doubt, You should follow the advice of the local guides or instructors.
  - Where off-piste is only allowed in the company of a guide, the guide's advice must be strictly followed.
  - This Policy is only valid in respect of winter sports, for Trips taken outside Ireland during the published ski season for your resort.

#### Section 11 Exclusions

In addition to the General Exclusions, **You are not covered for:**

- Claims arising from closure of the Winter Sports lift system due to avalanches or dangerously high winds.

## Section 12 – European Motor Breakdown

(Only operative if a Platinum product has been purchased)

The following Sections 12.1 – 12.8 apply to the Insured Person, only when a Platinum product has been purchased, when travelling with their own motor vehicle in the European Area.

The Insured Vehicle to be covered must be less than 10 years old at the inception date of Your Policy, must not be used for hire or reward during Your Trip as a taxi or minicab or for the carriage of commercial goods, and must not exceed the following gross weight and dimensions, which apply inclusive of any load carried: 3,500kg; length 7m; height 3m; width 2.25m.

You must not carry more than the number of persons recommended by the vehicle manufacturer, each person must be provided with a



seat and seat belt, and the most who can be insured in 8 persons including the driver.

#### **You are covered for:**

##### **12.1 Cover Prior to Departure**

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

- a. hire of a replacement vehicle, where available, to enable You to carry out Your original Trip, if:
  - the Insured Vehicle, if stolen, is not recovered before Your arranged departure date; or
  - the Insured Vehicle cannot be repaired within 24 hours following the booked time of departure of the Trip.
  - We will pay for the rental charge, collision damage waiver and any necessary drop-off charge.

OR

- b. The additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim (or, where Your original route is unavailable, the nearest suitable alternative sea crossing), if the Insured Vehicle is repaired within 24 hours after the original time You had planned to depart on the Trip.

##### **Conditions applicable to Cover Prior to Departure**

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

##### **Section 12.1 Exclusions**

**In addition to the General Exclusions, You are not covered for:**

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

##### **12.2 Roadside Assistance**

Where the Insured Vehicle is immobilised, we will arrange and pay up to the amount shown on Your Schedule of Cover, for breakdown assistance and towing to the nearest suitable repairer.

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

##### **Section 12.2 Exclusions**

**In addition to the General Exclusions, You are not covered for:**

The cost of replacement parts or other materials.

##### **12.3 Replacement Parts**

If the Insured Vehicle needs replacement parts during the Trip, which are not available locally, then on receipt of Your instructions, the following will apply:

- We will undertake to obtain them elsewhere and will pay all freight charges involved in dispatching them to the location of the Insured Vehicle.
- We will endeavour to source the replacement parts required but We can give no guarantee that they will be available, especially in the case of older vehicles where parts may be impossible to locate.
- We will bear the cost of location and transportation of the replacement parts. The actual cost of the parts and any Customs Duty must be paid to Us by You in the country of departure.
- When You are invoiced for a surcharge subject to the return of the old unit or part, You must return the defective part at Your own expense to the supplier.
- If You place a firm order for replacement parts and these are not subsequently required, or You do not await their arrival, You will be responsible for the cost of such parts, including all forwarding charges arising from their return.

**Note: This cover is only applicable to the cost of sourcing and transporting replacement parts.**

##### **Section 12.3 Exclusions**

In addition to the General Exclusions, You are not covered for:

- The cost of replacement parts.

##### **12.4 Vehicle Out of Use**

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

- Up to the amount shown on Your Schedule of Cover in total under this Policy for the additional cost of transporting You, with Your Luggage, to Your destination by public transport; or
- Up to the amount shown on Your Schedule of Cover in total under this Policy for the immediate hire of a replacement vehicle, where and when available, while the Insured Vehicle remains unserviceable. We will pay for the rental charge, collision damage waiver and any necessary drop-off charge; or
- The cost of local overnight hotel accommodation while You wait for repairs to be completed. We will pay Bed & Breakfast only costs up to a maximum of €130 per Insured Person with an overall limit of €635 under Your Policy, on condition that this cost is additional to or in excess of, any accommodation costs You had planned to pay had the loss of use of the Insured Vehicle not occurred.

##### **Conditions applicable to Vehicle Out of Use**

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

## Section 12.4 Exclusions

**In addition to the General Exclusions, You are not covered for:**

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

## 12.5 Alternative Driver

If the driver is declared medically unfit to drive the Insured Vehicle in the course of Your Trip, or has to return Home early because of what We agree is a serious or urgent reason, and there is no other Insured Person qualified and competent to drive, the following will apply:

- We will pay all necessary additional costs incurred to repatriate the Insured Vehicle Home.
- At our discretion, We will elect to provide a qualified driver to drive back the Insured Vehicle and passengers, if required.

## 12.6 Vehicle Repatriation

If the Insured Vehicle is lost, immobilised or rendered unroadworthy during Your Trip as a result of fire, theft, accidental damage or breakdown, the following will apply:

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

The maximum We will pay under Your Policy to repatriate the Insured Vehicle will be limited to the amount shown on the Schedule of Cover.

Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in the Republic of Ireland, and when You confirm to Us these repairs will be carried out.

## Section 12.6 Exclusions

**In addition to the General Exclusions, You are not covered for:**

- If You and/or the Insured Vehicle are being transported by Us, any loss, theft, or damage to the following when left in the Insured Vehicle:
  - Any Valuables and unaccompanied Personal Luggage in excess of €250 in total under Your Policy for all Insured Persons.

## Section 12.7 Motoring Legal Protection

You are covered for the following:

- **Telephone Advice**

We will provide telephone advice, guidance and assistance on any legal problem which arises in connection with Your Trip in connection with Your Home. This service is available when

You start Your Trip until 7 days after You return Home.

- **Bail Bond**

Following a debit to Your credit or debit card, or a prior deposit of funds in the country of departure, in our favour We will guarantee up to the amount shown on Your Schedule of Cover to enable You to provide bail or other security to any judicial authority to secure Your release and/or the release of the Insured Vehicle if detained in connection with a road traffic accident.

- **Defence**

We will pay up to amount shown on Your Schedule of Cover in respect of legal costs incurred in defending You in a Court outside the country of departure against an alleged motoring offence involving the Insured Vehicle during Your Trip. You must notify Us within 28 days of receiving a summons.

## Section 12.7 Exclusions

**In addition to the General Exclusions, You are not covered for:**

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

## Section 12.8 Customs Regulations

You are covered for the following:

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

## Section 13 – Golf Cover

(Only operative if a Platinum product has been purchased)

### 13.1 Golf Equipment

We will pay You up to the amount shown in the Schedule of Cover for loss, theft or damage to Your Golf Equipment. The amount payable will be at today's price less a deduction for wear and tear and depreciation, or We may at Our discretion replace, reinstate or repair the lost or damaged Golf Equipment. The maximum We will pay for any Single Item is shown in the Schedule of Cover.

### Conditions applicable to Golf Equipment

- You must report to the local police within 24 hours of discovery and obtain a written report from the local police of the loss or theft of all Golf Equipment. A holiday representative report is not sufficient.
- If Golf Equipment is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel, You must report to them, in writing, details of the loss, theft or damage and obtain written confirmation.
- If Golf Equipment is lost, stolen or damaged while in the care of an airline, You must:

- Obtain a property irregularity report from the airline.
- Give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
- Retain all travel tickets and tags for submission is a claim is to be made under Your Policy.

#### Special Note

Our liability for Golf Equipment owned by You shall be further limited as follows based on the age of item:

Up to 1 year old -	90% of purchase price
Up to 2 years old -	70% of purchase price
Up to 3 years old -	50% of purchase price
Up to 4 years old -	30% of purchase price
Up to 5 years old -	20% of purchase price
Over 5 years old -	10% of purchase price

#### Section 13.1 Exclusions

**In addition to the General Exclusions, You are not covered for:**

- The Excess shown in the Schedule of Cover
- Loss, theft or damage to Golf Equipment left unattended at any time or contained in or stolen from an unattended vehicle during the following periods:
  - Overnight between 9pm and 8am (local time)
  - At any time between 8am and 9pm (local time) unless it is in the locked boot of the vehicle which is separate from the passenger compartment for those vehicles with a boot; or for those vehicles without a separate boot, locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle confirmed by a local police report.
- Loss or damage due to delay, confiscation or detention of Your Golf Equipment by Customs or other authority.
- Claims arising from damage caused by leakage of powder or liquid carried within personal effects or Personal Luggage.
- Claims arising from loss, theft or damage of Golf Equipment carried on a vehicle roof rack.
- Loss or damage caused by wear and tear, deterioration, depreciation, moths, vermin, atmospheric or climatic conditions or any process of cleaning, dyeing, repair or restoration, mechanical or electrical breakdown.

#### 13.2 Golf Equipment Hire

We will pay up to the amount shown in the Schedule of Cover for each 24-hour period, for the cost of necessary hire of Golf Equipment following:

- Accidental loss of, theft of or damage to Your Golf Equipment.
- The temporary loss in transit during the outward journey for at least 24 hours of Your Golf Equipment.

#### Conditions applicable to Golf Equipment Hire

- You must report to the local police within 24 hours of discovery and obtain a written report from the local police of the loss or theft of all Golf Equipment.
- For items damaged while on Your Trip You must obtain an official report from an appropriate retailer confirming the item is damaged and beyond repair.
- If Your Golf Equipment is temporarily lost in transit on the outward journey of Your Trip You must obtain written confirmation from the carrier as to the exact nature and length of time temporarily lost.
- If Golf Equipment is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel, You must report to them, in writing, details of the loss, theft or damage and obtain written confirmation.
- If Golf Equipment is lost, stolen or damaged while in the care of an airline, You must:
  - Obtain a property irregularity report from the airline.

- Give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
- Retain all travel tickets and tags for submission is a claim is to be made under Your Policy.
- Receipts for items lost, stolen or damaged must be retained as these will help You to substantiate Your claim.

#### Section 13.2 Exclusions

**In addition to the General Exclusions, You are not covered for:**

- Loss, theft or damage to Golf Equipment contact in or stolen from an unattended vehicle regardless of the location or the property in the vehicle.
- Confiscation of Golf Equipment or detention by Customs or other lawful officials or authorities.
- Loss or damage to Golf Equipment caused by wear and tear, deterioration, depreciation, moths, vermin, atmospheric or climatic conditions or any process of cleaning, dyeing, repair or restoration.

#### Section 13.3 Green Fees

We will pay You up to the amount shown in the Schedule of Cover, for the proportionate value of any non-refundable, pre-paid green fees. Golf Equipment hire or tuition fee necessarily unused due to the following:

- Your Bodily Injury or Illness, or
- The loss or theft of Your pre-booked and pre-paid documentation which prevents Your participation in the pre-paid golfing activity.

#### Conditions applicable to Green Fees

- You must report to the local police within 24 hours of discovery and obtain a written report from the local police of the loss, theft or attempted theft of Your pre-booked and pre-paid documentation.
- For claims as a result of Your Bodily Injury or Illness, You must obtain a report substantiating Your medical condition, it's occurrence and Your inability to play golf from the treating doctor.

#### Section 13.3 Exclusions

**In addition to the General Exclusions, You are not covered for:**

- Claims arising directly or indirectly as a result of Your failure to comply with the important conditions relating to health shown in the Strict Medical Health Requirements Section of this Policy.

## Section 14 Hazardous Activities

We will not cover any activity considered to be dangerous unless specifically agreed with Us or included in the list below. We will not cover any sport undertaken professionally.

The activities which are covered in full as standard with no additional premium are:

- Amateur Athletics
- Archaeological digging
- Archery
- Badminton
- Baseball
- Basketball
- Bridge Walking
- Bungee jumps (max 3 jumps)
- Canoeing
- Cat skiing (see Note 1 below)
- Cave tubing

- Cricket
- Cross country skiing (see Note 1 below)
- Cycling
- Glacier walking or trekking under 2000 metres altitude (see Note 1 below)
- Golf
- Hiking (under 2000 metres)
- Husky sledge driving
- Ice skating (see Note 1 below)
- Inline skating
- Jogging
- Kayaking (not sea kayaking) (Grade 1-4)
- Marathons
- Mountain biking (not including downhill racing and extreme ground conditions; on tarmac roads only)
- Mono skiing (see Note 1 below)
- Netball
- Off Piste skiing/snowboarding (see Note 1 below)
- Orienteering
- Parasailing
- Parascending (over water)
- Rambling
- Recreational ski or snowboard racing (see Note 1 below)
- Refereeing (amateur basis)
- River tubing
- Roller blading
- Running (both sprinting and long distance)
- Safari
- Sand boarding
- Scuba diving (qualified, max 30 metres) under 14 days
- Skate boarding
- Skiing (see Note 1 below)
- Sleigh rides (as part of a Christmas Trip to Northern Europe)
- Snorkelling
- Snowboarding (see Note 1 below)
- Squash
- Surfing
- Swimming
- Tennis
- Tobogganing (see Note 1 below)
- Trekking (under 2000 metres)
- Triathlons
- Volleyball
- Wake boarding
- Water polo
- Water skiing
- White/Black water rafting (Grades 1 to 4)
- Windsurfing and Yachting (both racing and crewing) inside territorial waters

**Note 1** - This is a Winter Sports activity. Cover will only apply if you have paid the appropriate Winter Sports premium and this is shown on Your Insurance Certificate. If you have arranged an annual multi-trip policy we will cover the activity for a maximum of 17 days on a Silver policy and 24 days on a Gold or Platinum policy.

The table below includes activities where you either need to tell us in advance, a restriction on the cover is in place and/or an additional premium is required. Please see the individual activity for full details.

Where you need to tell Us, or an additional premium is required please call us on 091 545 958. An Insurance Certificate will be issued to you. If the activity you wish to cover is not in the list below, please call us as we may still be able to arrange cover for you.

**Where the medical excess says 'standard', please see the amount in the table of benefits.**

Activity	Do I have to tell You?	Do I have to pay an extra premium?	Am I covered for personal accident / personal liability?	Medical excess
Abseiling	No	No	No	Standard
American football	Yes	Yes	No	€200
Assault course	Yes	Yes	No	€200
Battle re-enactment	Yes	Yes	No	€200
Boxing training (no contact)	No	No	No	Standard
Breathing observation bubble diving (maximum depth 30 metres) under 14 days	Yes	Yes	No	Standard
Camel riding or trekking	No	No	No	Standard
Canopy walking	No	No	No	Standard
Canyon swinging	Yes	Yes	No	€400
Cascading	Yes	Yes	No	€400
Clay-pigeon shooting	No	No	No	Standard
Coasteering	Yes	Yes	No	€400
Conservation or charity work (educational and environmental - working with hand tools only)	No	No	No	Standard
Cycle touring	Yes	Yes	No	€200
Dragon boating	No	No	No	Standard
Dune bashing	No	No	No	Standard
Elephant riding or trekking	No	No	No	Standard
Falconry	No	No	No	Standard
Flying (piloting private or small aircraft or helicopter)	Yes	Yes	No	Standard
Football	No	No	No	Standard
Gliding	Yes	Yes	No	€200
Go-karting	No	No	No	Standard
Gorge swinging	Yes	Yes	No	€400
Gorge walking	Yes	Yes	No	€400
Hang-gliding	Yes	Yes	No	€400
High diving	Yes	Yes	No	€400
Hiking / Trekking (over 2,000 metres but under 6,000 metres altitude)	Yes	Yes	No	€400
Hockey	No	No	No	Standard
Horse jumping (not polo or hunting)	Yes	Yes	No	€400
Horse riding (not polo, hunting or jumping)	No	No	No	Standard
Hot-air ballooning	No	No	No	Standard
Hurling	Yes	Yes	No	€200
Hydro speeding	Yes	Yes	No	€400
Jet boating	No	No	No	Standard
Jet skiing	No	No	No	Standard
Kayaking Grade 1-4	No	No	No	Standard
Kayaking Grade 5-6 (Not sea kayaking)	Yes	Yes	No	€200
Kite surfing (over land)	Yes	Yes	No	€200

Activity	Do I have to tell You?	Do I have to pay an extra premium?	Am I covered for personal accident / personal liability?	Medical excess
Kite surfing (over water)	No	No	No	Standard
Manual labour (at ground level, no machinery or power tools)	Yes	Yes	No	Standard
Martial arts (training only)	Yes	Yes	No	Standard
Micro lighting	Yes	Yes	No	€400
Motorcycling (over 125cc - not racing)	Yes	Yes	No	€400
Motorcycling (under 125cc - not racing)	No	No	No	Standard
Mountain biking (including downhill racing and extreme ground conditions)	Yes	Yes	No	Standard
Mountain boarding	Yes	Yes	No	€400
Mud bugging	No	No	No	Standard
Ostrich riding	Yes	Yes	No	€400
Paintballing (wearing eye protection)	No	No	No	Standard
Parachuting	Yes	Yes	No	€200
Paragliding	Yes	Yes	No	€200
Parapenting	Yes	Yes	No	€200
Parascending (over land or snow)	Yes	Yes	No	€200
Passenger (in private or small aircraft or helicopter)	No	No	No	Standard
Rock scrambling	Yes	Yes	No	€400
Rowing	No	No	No	Standard
Rugby	Yes	Yes	No	€200
Sand yachting	Yes	Yes	No	€200
Scuba diving (qualified, maximum depth 40 metres) under 14 days	Yes	Yes	No	Standard
Scuba diving (qualified, maximum depth 50 metres) under 14 days	Yes	Yes	No	€400
Scuba diving (unqualified, maximum depth 30 metres) under 14 days	Yes	Yes	No	Standard
Sea canoeing	Yes	Yes	No	Standard
Sea kayaking	Yes	Yes	No	Standard
Shark diving (inside cage)	Yes	Yes	No	€200
Sky diving	Yes	Yes	No	€200
Snowmobiling	No	No	No	Standard
Tall-ship crewing	Yes	Yes	No	€200
Target rifle shooting	No	No	No	Standard
Tree top walking	No	No	No	Standard
Wadi bashing	No	No	No	Standard
White or black water rafting (grades 5 to 6)	Yes	Yes	No	€200
Yachting (racing or crew) outside territorial waters	Yes	Yes	No	€200
Zip lining	No	No	No	€200
Zorbing	Yes	Yes	No	Standard

## Data Protection

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

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

We use your personal data in the following ways:

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

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

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

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

You can change your mind about your marketing consent at any time by contacting our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway H91 T3HK. Or email: [DPO.IRELAND@mapfre.com](mailto:DPO.IRELAND@mapfre.com)

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

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

To assist with fraud prevention and detection we may:

- share information about you across our group, with other insurers and, where we are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies

- pass your details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application agency and claims checking system and shared with other insurers
- check your details with fraud prevention agencies and, if you give us false or inaccurate information and we suspect fraud, we will record this with the fraud prevention agency and other organisations may also use and search these records to:
  - a. help make decisions about credit and credit related services for you and members of your household;
  - b. help make decisions on motor, household, credit, life and other insurance proposals and claims for you and members of your household;
  - c. trace debtors, recover debt, prevent fraud and to manage your insurance policies;
  - d. check your identity to prevent money laundering;
  - e. undertake credit searches and additional fraud searches.

You are entitled on request to receive a copy of the personal information we hold about you. This will be information that you have given us during your policy. We do not hold any information relating to your credit status. If you would like a copy of your information, please contact our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway H91 T3HK. Or email: [DPO.IRELAND@mapfre.com](mailto:DPO.IRELAND@mapfre.com)

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

You agree we will store the Personal Data according to Data Protection legislation.

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

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

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



## Claims Procedure

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

Then telephone Our Claims Helpline on 091 560 615 to obtain a Claim Form, giving Your name and insurance reference number, and brief details of Your claim.

Alternatively, you can download a Claim Form at <https://travel.abbeyautoline.ie/>

All claims must be submitted within 30 days of Your return Home from Your Trip on an original Claim Form, accompanied by original invoices, receipts, reports, etc. A delay in notification may impact the outcome of your claim. Please refer to the relevant Section of this Policy for specific conditions and details of the supporting evidence that We require when making a claim.

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

To obtain a Claim Form please contact:

**MAPFRE ASSISTANCE Agency Ireland**  
**22-26 Prospect Hill**  
**Galway H91 T3HK**  
**Ireland**

**Phone: 091 560 615**

To obtain a Claim Form in respect of claims made under the Legal Expenses Section of this Policy, please contact Us:

Phone: 091 545 962

Email: [LegalAssistance@mapfre.com](mailto:LegalAssistance@mapfre.com)

**Please note, to register a new claim or to query an existing claim, please call Monday-Friday 9am – 5pm.**

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

*All telephone calls are recorded and/or monitored.*

### PLEASE NOTE

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

Depending on the type of claim, please complete (in full) the relevant Claim Form and forward it together with all accompanying documentation required on Your Claim to Us. For Your convenience, some of the additional information/documentation that may be required are outlined below:

### Personal Luggage

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

### Money

Forward full details together with the Police Report and substantiation of the ownership of the money.

### Medical

Forward details of illness or Bodily Injury together with original receipts and medical reports confirming the condition for which

treatment was sought expenses incurred abroad.

### Cancellation

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

### Curtailment

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

### Personal Accident

Forward full details of accident or Bodily Injury.

### Personal Liability

See conditions under the relevant Sections contained in this Policy.

### Delay/Missed Departure/Abandonment

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

### Legal Expenses

Forward full details of accident or Bodily Injury.