



AIB Holiday Travel Insurance

Policy Document

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Welcome to your AIB Holiday Travel Insurance

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

AIB Holiday Travel Insurance

This is **Your Holiday** Travel Insurance Policy which, together with **Your** Policy Schedule and the information supplied in **Your** application, is a contract between **You** and **Us**. Please check both carefully to be sure that cover meets **Your** needs.

If **You** have any questions, please contact **Us** on 1800 242467. In return for payment of the premium, **We** agree to insure the **You** during the **Period of Insurance** in the manner and to the extent provided, and subject to the Policy Terms, Conditions and Exclusions.

The Policy Schedule shows the cover **You** have chosen and the Policy Document shows the most **We** will pay for each benefit.



Brian Buckley
AIB Insurance Services Limited

Key benefits

This is a summary table of cover and full terms and conditions are contained in the policy wording.

Key Benefits	Key Exclusions	Maximum Payable	Excess
Cancellation	Illness or death of anyone not insured under the policy (Immediate Family Members) if You , or any other Person Insured , were aware of any reason, either at the time a Holiday was booked or at the time You purchased this Policy, why that Holiday might have to be cancelled	€3,000	€65
Travel Delay	Must be delayed for at least 12 hours on the outbound or return journey	€150	Nil (unless the Holiday is abandoned)
Missed Departure	If the Person Insured has not allowed sufficient time for the journey	€500	€65
Compassionate Return	If the Person Insured knew before travelling that they may have to return to Ireland before the end of the Holiday	€300	Nil
Pet Care	Any Holiday in Ireland	€150	Nil
Personal Accident	If death, loss or disability is Due To disease or any physical defect, injury or illness which existed before the Holiday	€30,000	Nil
Medical Expenses	Travelling against the advice of a Doctor and for any treatment not medically necessary	Unlimited	€65
Hospital Benefit	Any institution not recognised as a hospital in country of treatment	€500	Nil
Personal Property	Max limit of any one item is €250 Items that are left unattended (eg. on the beach whilst swimming)	€1,500	€65
Lost/Stolen Money (per person)	If police report/hotel management report is not provided to verify loss/theft of money	€500	€65
Loss of Passport/ Driving Licence	We will not pay unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and We are provided with a copy of the original written Police report and report to the hotel management as applicable	€500	Nil
Hijack	Any criminal act	€500	Nil
Personal Liability	Any wilful or malicious act	€2,500,000	Nil
Overseas Legal Advice & Expenses	Any criminal or wilful act or any claim reported 24 months after the beginning of the incident which led to the claim	€30,000	Nil
Winter Sports (if shown as insured on the policy schedule)	If a claim is due to participation in competitive winter sports	€300	Nil

The information You provide

- i. **We** fully accept **Our** responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it.
- ii. The information **You** provided when **You** took out **Your** Policy, together with other information **You** provide at any later date, will be used by **Us** and **Our** group companies to help them meet **Your** needs including supplying **You** with products and services **You** have requested, initially or at any later date, supplying **You** with information about additional products and services and improving their products and services, and the operations of the Web Site. **We** may disclose **Your** information to their service providers and agents for these purposes as well as any agents **You** have appointed to act on **Your** behalf. For these purposes **We** may, if necessary transfer **Your** information **Abroad** to countries which do not have the same level of data protection as **Ireland**. If **We** do make such a transfer, **We** will take reasonable steps to ensure that **Your** information is protected.
- iii. The information **You** provided to us is processed by us to confirm **Your** identity, process **Your** application or request and to record and cross reference particulars in the event of claim in insurance industry databases for fraud prevention purposes. In certain cases, this may involve the sharing of **Your** information with other insurance providers, third parties to process and administer **Your** claim, process **Your** payments or private investigators. Guidelines for sharing of information in this regard are contained in a Code of Practice on Data Protection for the Insurance Sector which has been approved by the Data Protection Commissioner.
- iv. Where **You** have provided information about another person in connection with the purchase and performance of this insurance Policy, **You** confirm that they have appointed **You** to act for them, that they have consented to the processing of their personal data, including sensitive personal data and that they have consented to the transfer of their information **Abroad**. **You** also agree to receive on their behalf any data protection notices from **Us**.
- v. **We** may, if **You** have given it permission, contact **You** by mail, telephone or email to let **You** know about any goods services or promotions that may be of interest to **You** and/or share **Your** information with organisations that are **Our** business partners. **You** have the right to withdraw **Your** consent at any time and have **Your** details removed from future marketing programmes. It will help **Us** if **You** provide **Your** full name, postal address, and insurance Policy. Please allow 40 days if **You** wish to have **Your** name removed from marketing programmes for **Your** request to become effective.

Please phone on 1800 242467 or +353 (0)1 440 1766, alternatively write to:

The Customer Service Manager
AIB Travel Insurance
Chubb
5 George's Dock
International Financial Services Centre
Dublin 1

accordance with applicable law. Any information which is found to be incorrect will be corrected promptly.

- vi. **We** may monitor and/or record **Your** communication with it either itself or by reputable organisations selected by **Us**, to ensure consistent servicing levels and account operation.
- vii. It may be necessary for **You** to provide additional information including sensitive personal data, for example details relating to **Your** health, in order that **We** can assess and pay any **Claims**.
- viii. **We** may only obtain this information or ask third parties such as independent medical examiners to obtain this information with **Your** express prior consent. By submitting a **Claim You** are expressly consenting to **Us** obtaining and using such information to enable **Us** to assess and pay such **Claim**.
- ix. **We** will not disclose any **Claims** details to any other third party without written permission from **You** and/or the claimant.
- x. **We** will keep information about **You** only for so long as it is appropriate.
- xi. In accordance with **Your** Subject Access rights, if **You** ask, **We** will tell **You** what information it holds about **You** and provide it to **You** in

PART I

1.1 Definitions

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

€
euro

Abroad
outside **Ireland**.

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

Cancellation, Curtailment and Rearrangement Costs
costs for unused travel and/or accommodation (including ski hire, ski school and ski lift passes) which a **Person Insured** has paid or is contracted to pay and which cannot be recovered from any other source. **Curtailment** costs include reasonable additional travel and accommodation expenses provided that:

- such travel is of a standard no greater than the class of transport on the outbound journey; and
- the standard of accommodation is not superior to that of the Journey.

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

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

Chubb Assistance
The third **Party** provider with whom **We** have contracted to provide;

- The telephone advice, information and counselling services; and or
- the travel assistance and emergency medical and repatriation services.

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

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

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

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

Europe
Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, **Ireland** (annual cover only) Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands

(including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Republic of Cyprus), Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom and Vatican City. Albania, although in **Europe**, is excluded.

Excess

the first €65 of any **Claim** which each **Person Insured** must pay except for;

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

Hijack

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

Hijackers

the perpetrators of a **Hijack**.

Holiday, Holidays

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

Immediate Family Member

Your Partner or fiancé(e) or **Your** or **Your Partner's** child (including fostered and adopted children), brother, sister, parent, grand-parent, grandchild, stepbrother,

step-sister, step-parent, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece or anyone noted as next of kin on any legal document, all of whom must be resident in **Ireland**.

Ireland; Irish

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

OSG

OSG Travel Claims
Merrion Hall
Strand Road
Sandymount
Dublin 4.

Parent or Legal Guardian

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

Partner

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

Period of Insurance

Annual multi-trip

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

Single trip

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

Person(s) Insured

You, **Your Partner** and **Child(ren)** if they are shown as insured on the Policy Schedule.

Public Conveyance

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

Rearrangement Costs

In the event of a **Cancellation** of a **Holiday(s)**, the additional costs incurred in excess of the **Cancellation** costs which a **Person Insured** has paid or is contracted to pay in re-arranging a **Holiday(s)**. Rearrangement costs include reasonable additional travel and accommodation expenses provided that:

- a) such travel is of a standard no greater than the class of transport on the outbound journey; and
- b) the standard of accommodation is not superior to that of the **Holiday(s)**.

The rearrangement of a **Holiday(s)** has to be booked and fully paid no later than 6 months after the original date of Commencement of the Cancelled **Holiday(s)**.

Specially Designated List

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

Travelling Companions

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

War

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

We, Us, Our

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

Winter Sports

skiing on-piste, and off-piste when accompanied by or under the instruction of a qualified local guide, tobogganing, snow boarding and ice skating (other than on an indoor rink) but excluding competitive winter sports (including, but not limited to, ski or ski bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons).

You; Your

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

1.2 Holidays covered

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

A. Single trip Policy

A single trip Policy covers a **Holiday Abroad** only, during the **Period of Insurance**. **Winter Sports** cover is included if shown as covered on the Policy Schedule.

B. Annual multi-trip Policy

An annual multi-trip Policy covers all **Holidays** during the **Period of Insurance** provided they meet the following conditions:

- i. no individual **Holiday Abroad** continues for more than 31 consecutive days; and
- ii. no more than 90 days in total are spent on **Holidays Abroad** in any **Period of Insurance**; and
- iii. each **Holiday** in **Ireland** includes at least 2 nights spent in accommodation that is booked before the **Holiday** begins.
- iv. Up to 21 days **Winter Sports** cover is included in any **Period of Insurance**, if shown as covered on the Policy Schedule.

1.3 Persons Insured

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

- A. each **Person Insured** must be resident in **Ireland** for a minimum of 180 days per calendar year;
- B. **Children** travelling without **You** or **Your Partner** will only be insured under a family annual multi-trip Policy, and then only if they are travelling:
 - i) in the company of an adult (i.e. someone not defined as a **Child** under this Policy) **You** or **Your Partner** know (other than on an organised school, college or university trip); or
 - ii) as an unaccompanied minor on a scheduled air service which operates an unaccompanied minor scheme, and then only if they are travelling with the intention of joining, or being subsequently joined by, another adult insured under this Policy.

1.4 When cover operates for a Holiday

- A. Insurance cover for **Cancellation** under Part III Section 1 – **Cancellation, Curtailment** and **Rearrangement** begins when a **Holiday** is booked, if this Policy is in force at the time of booking, or when **You** purchase this Policy.
- B. Insurance under all other Sections operates for a **Holiday** that takes place during the **Period of Insurance** and includes travel directly to and

from the home of each **Person Insured** provided the return home is completed within 24 hours of:

- i. return to **Ireland**; or
- ii. departure from pre-booked accommodation following a **Holiday** within **Ireland** which is covered under an annual multi-trip Policy.

If the return of a **Person Insured** from a **Holiday** is unavoidably delayed **Due To a Claim**, he or she will continue to be insured without any additional premium for the period of the delay.

- C. If there is a change to this Policy it will begin on the Effective From date shown on the subsequent Policy Schedule that is issued to record the change in cover.
- D. Dates refer to Local Standard Time at **Your** address as shown in the Policy Schedule.

1.5 Medical requirements

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

- A. at the time **You** applied for this Policy, **You** were unable to make the statements **We** asked **You** to make, and which appear in **Your** Policy Schedule under the Section entitled "Your declaration to us"; or
- B. the **Claim** is **Due To** any reason specified as not being covered in **Your** Policy Schedule under the Section entitled "Your declaration to us".

1.6 Making a claim

A. Medical emergency only

Please contact **Chubb Assistance** on +353 (0)1 440 1762. See also Part II 1 and Part III Section 7 MEDICAL AND ADDITIONAL EXPENSES. Contacting **Us** first may delay treatment.

B. Other Claims

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

T 1800 719 420
or +353 (0)1 440 1757
F +353 (0)1 661 5249
(09.00-17.00 Mon - Friday)
E travel@osg.ie
www.osgtravelclaims.ie

To make a **Claim** please phone or write to **OSG Travel Claims** within 30 days of the incident, or as soon as possible afterwards and provide **Your** name, address and Policy number. **You** can print off and use a claim form from the Web Site at www.aib.ie/travel

Reporting lost or stolen property

- A. money, **valuables** or **Personal Property**
You must notify the local Police within 24 hours of discovery and provide **Us** with a copy of their written report.
- B. travellers' cheques
You must notify the local branch or agent of the issuing company.
- C. any property lost or stolen from a hotel
You must notify the hotel management (in addition to the local Police).

PART II

1. Medical emergency and referral services

IMPORTANT: This is not Private Medical Insurance. If **You** require medical treatment **You** must contact **Chubb Assistance** immediately. If **You** do not do this, **We** may reject **Your Claim** or reduce its payment.

If **You** require medical treatment in Australia **You** must access the benefits provided under the reciprocal health care agreement between the Australian and Republic of **Ireland** governments. If **You** do not do this, **We** may reject **Your Claim** or reduce its payment.

Chubb Assistance

Medical Emergency and Referral /
Non-Insured Facilitation Services :

T +353 (0) 1 440 1762

Assistance services are only available during a **Holiday Abroad**. **Chubb Assistance** will provide a **Person Insured** with the following services, in an emergency, when he or she is on **Holiday Abroad**. Please make sure **You** have details of this Policy, including the Policy number and **Period of Insurance** when a call is made.

If the Policy covers a service or item under any of the Sections in Part III (e.g. medical expenses if **You** have to consult a **Doctor**) **You** will be able to recover the payment.

You must contact **Chubb Assistance** before incurring any costs covered under this Section.

A. Medical Referral

provision of the names and addresses of local **Doctors**, hospitals, clinics and dentists when consultation or treatment is required, arrangements for a **Doctor** to call, and, if necessary, for a **Person Insured** to be admitted to hospital.

B. Repatriation

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

C. Payment of Bills

If a **Person Insured** is admitted to hospital **Abroad**, the hospital or attending **Doctor(s)** will be contacted and payment of their fees up to the Policy limits will be guaranteed so a **Person Insured** does not have to make the payment from their own funds.

D. Drug Replacement

assistance with the following:

- i. replacement of lost drugs or other essential medication; or
- ii. lost or broken prescription glasses or contact lenses, which are unobtainable **Abroad**
- iii. sourcing and delivery of compatible blood supplies

Chubb Assistance will not pay for the replacement costs of any item or the costs of sourcing and delivering blood supplies.

E. Transmission of urgent messages

to relatives or business associates

F. Unsupervised Children

- i. organisation of an accompanying **Child's** return home, with a suitable escort when necessary, if the **Child** is left unsupervised because **You** or **Your Partner** (if shown as insured on the Policy Schedule) are hospitalised or incapacitated.
- ii. medical advice and monitoring, until **You** or **Your Partner** returns home, if a **Child** who has been left in **Ireland** becomes ill or suffers injury.

2. Non-insured facilitation services

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

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

A. Transfer of Emergency Funds

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

In order to reimburse **Chubb Assistance**, the **Person Insured** must authorise **Chubb Assistance** to debit his or her credit or charge card with the amount of the transfer, or make alternative arrangements to deposit the funds in **Chubb Assistance's** account in the UK.

If the emergency transfer is necessitated by theft or loss of personal money, a **Claim** may be made under the Policy.

B. Message Relay

transmission of urgent messages to relatives or business associates if medical or travel problems disrupt a **Holiday** travel schedule.

C. Tracing Personal Property

tracing and re-delivery of **Personal Property** that has been lost or misdirected in transit if the Carrier has failed to resolve the problem. (PLEASE NOTE: the **Person Insured** must have his or her **Personal Property** tag number available).

D. Replacement Travel Documents

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

E. Lost Credit Cards

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

F. Emergency Translation Facility

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

G. Legal Help

referral to a local English-speaking Lawyer, Embassy or Consulate if legal advice is needed, and arrangement of payment of reasonable emergency legal

expenses or bail, against a guarantee of repayment.

H. Unsupervised Children, on a Holiday and at home

- i. organisation of an accompanying **Child's** return home, with a suitable escort when necessary, if the **Child** is left unsupervised because **You** or **Your Partner** (if shown as insured on the Policy Schedule) are hospitalised or incapacitated.
- ii. medical advice and monitoring, until **You** or **Your Partner** return home, if a **Child** who has been left in **Ireland** becomes ill or suffers injury.

PART III

SECTION 1. Cancellation, Curtailment or Rearrangement Maximum payable €3,000 per Person Insured

A. Cover

We will pay **Cancellation, Curtailment or Rearrangement Costs** up to €3,000 if it becomes necessary to cancel, curtail or rearrange a **Holiday Due To**:

- i. the death, serious injury, sudden illness or complications in pregnancy (as diagnosed by a **Doctor** who specialises in obstetrics) of the **Person Insured**, his or her Immediate Family, **Travelling Companions** or any person on whom the **Holiday** depends;
- ii. the compulsory quarantine on the order of a treating **Doctor** of the **Person Insured** or a **Travelling Companion** provided that such **Cancellation, Curtailment** or Rearrangement is confirmed as medically necessary by the treating **Doctor**;
- iii. a **Public Conveyance** being cancelled or curtailed because of adverse weather, industrial action, strike, riot, civil commotion or mechanical breakdown or derangement;
- iv. jury service or subpoena of a **Person Insured** or hijacking of the conveyance in which he or she is travelling;
- v. unemployment of a **Person Insured** which qualifies for payment under any applicable statute;
- vi. serious damage making a **Person Insured's** home uninhabitable;
- vii. the presence of a **Person Insured**

being required by the Police following a burglary or attempted burglary at his or her home.

- viii. civil commotion in any country included in the itinerary of the **Holiday**.

B. Exclusions

(General Exclusions apply as well)

We will not pay;

- i. **Cancellation, Curtailment or Rearrangement** where such **Cancellation, Curtailment or Rearrangement** has not been confirmed as medically necessary by a **Doctor**;
- ii. **Cancellation, Curtailment or Rearrangement Costs** where such **Cancellation, Curtailment or Rearrangement** results from a medical condition affecting **You** or **Your Immediate Family** if:
 - a. The condition was diagnosed before **You** bought this Policy; and
 - b. At the time **You** bought this Policy, the diagnosed condition could reasonably have been expected to result in
 - i. death, serious injury or sudden illness
 - ii. or a sudden deterioration in health.

NOTE: This exclusion applies to **Immediate Family** even if they are not insured on the policy.

- iii. if a strike or industrial action is public knowledge when this Policy is taken out or a **Holiday** is booked;
- iv. if an aircraft, sea vessel or train is withdrawn from service on the orders of the recognised regulatory authority in any country;

- v. if a **Person Insured** is called as an expert witness or if his or her occupation would normally require a Court attendance;
- vi. if a **Person Insured** was unemployed or knew they might become unemployed at the time a booking was made;
- vii. if any other adverse financial situation necessitates cancellation, curtailment or rearrangement of a **Holiday**;
- viii. the **Excess**;
- ix. additional travel and accommodation expenses for **Curtailment** and **Rearrangement Costs** where the means of transport and/or accommodation used is of a standard superior to that of the outbound journey or **Holiday**;
- x. any loss, charge or expense **Due To**:
 - a) a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;
 - b) disinclination to go on a **Holiday**; or
 - c) prohibitive regulations by any government or public authority;
 - d) civil commotion known to have been in existence at the time the **Holiday** was booked or at the time **You** purchased the policy
- xi. a charge or expense paid for or to be discharged with any kind of promotional voucher;
- xii. if **You**, or any other **Person Insured** were aware of any reason, either at the time a **Holiday** was booked or at the time **You** purchased the Policy, why that **Holiday** might have to be cancelled.

SECTION 2. Travel delay

Maximum payable €150 / €3,000 per Person Insured

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

A. Cover

If a **Person Insured** is delayed for at least 12 hours on the outbound or return journey because the scheduled departure of a Public Conveyance is affected by a strike, riot or civil commotion, industrial action, adverse weather, mechanical breakdown/derangement, or grounding of an aircraft due to mechanical or structural defect, **We** will pay:

- i. a €25 benefit for the first full 12 hours delay and a €10 benefit for each subsequent full 12 hours delay up to a maximum benefit of €150; or
- ii. up to €3,000 for **Cancellation**, **Curtailment** or **Rearrangement Costs** if a **Holiday** is abandoned after a delay of at least 24 hours of the scheduled departure from **Ireland**.

B. Exclusions

(General Exclusions apply as well)

We will not pay:

- i. the **Excess** if a **Holiday** is abandoned;
- ii. additional travel and accommodation expenses for **Curtailment** or **Rearrangement Costs** where the means of transport and/or accommodation used is of a standard superior to that of the outbound journey or **Holiday**;
- iii. if a **Person Insured** does not:
 - a) check-in before the scheduled departure time shown on his or her travel itinerary; or

- b) provide **Us** with written details from the airline, shipping company, coach or train operators describing the length of, and reason for, the delay;
- iv. if an aircraft, sea vessel, coach or train is taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
- v. if a strike or industrial action could be reasonably expected when a **Holiday** is booked;
- vi. a charge or expense paid for or to be discharged with any kind of promotional voucher.

SECTION 3. Missed departure Maximum payable €500 per Person Insured

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

A. Cover

We will pay:

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

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

B. Exclusions

(General Exclusions apply as well)

We will not pay:

- i. accommodation and travel expenses where the means of transport and/or accommodation used is of a standard superior to that of the booked journey or **Holiday**;
- ii. if the **Person Insured** does not provide original written:
 - (a) evidence from a motoring organisation or garage that the car used for travel is roadworthy and properly maintained; or
 - (b) details from the operators of the **Public Conveyance** used for travel of the length of, and reason for, the delay;
- iii. the **Excess**;
- iv. if the **Person Insured** has not allowed sufficient time for the journey;
- v. for a missed departure caused by strike, industrial action, riot or civil commotion that could be reasonably expected when the **Holiday** was booked.

SECTION 4. Compassionate return

Maximum payable €300 per Person Insured

NOTE: Where cover applies under both this section and Section 1 CANCELLATION, CURTAILMENT OR REARRANGEMENT, **We** will reduce any payment under this section by the amount paid under Section 1).

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

A. Cover

We will pay Compassionate Return costs up to the amount specified above if a **Person Insured** wishes to return to **Ireland** on compassionate grounds due to the:

- i. death as a direct result of an **Accident** or sudden and unexpected deterioration in health of;
- ii. serious injury caused by **Accident** and resulting in hospital confinement expected to last seven consecutive days or more of;
- iii. the sudden and unexpected deterioration of health resulting in hospitalisation and terminal prognosis, expected to result in death prior to the **Person Insured's** scheduled date of return to **Ireland** of;

a close friend, immediate neighbour or member of the **Person Insured's** family; provided that where a claim is covered under both this Section and Section 1. CANCELLATION, CURTAILMENT OR REARRANGEMENT as a result of the same cause or event, **We** will deduct any amount payable under Section 1. CANCELLATION, CURTAILMENT OR REARRANGEMENT from any amount payable under this Section.

B. Exclusions

(General Exclusions apply as well)

We will not pay Compassionate Return costs where the cause of the **Person Insured** returning to **Ireland** is the death or hospitalisation of any person that, at the time of departing on **Holiday**, the **Person Insured** knew:

- i. had received a terminal prognosis; or
- ii. was seriously ill or injured and bedridden or, in hospital, nursing home or care home; or

- iii. was not expected to survive until after the **Person Insured** returned from the **Holiday**.

SECTION 5. Pet care

Maximum payable €150 per Person Insured

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

A. Cover

If a **Person Insured** is injured or becomes ill during a **Holiday Abroad**, and is;

- i. delayed from returning to **Ireland** as a direct result of their being a hospital in-patient during a **Holiday**.
- ii. is repatriated to **Ireland** and directly admitted to hospital as an in-patient.

and has a valid **Claim** under Part III Section 7 MEDICAL AND ADDITIONAL EXPENSES, for such Medical or Repatriation costs, **We** will reimburse the **Person Insured** for additional pet care fees incurred up to a maximum of €150 for each **Holiday**.

B. Exclusions

(General Exclusions apply as well)

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

SECTION 6. Personal accident

Maximum payable €30,000 per Person Insured

DEFINITIONS

The following words and phrases will have the same special meaning in this

Section wherever they appear in bold italic type and commence with a capital letter: Additional Definitions appear in specific sections and General Definitions detailed in PART I apply as well.

Bodily Injury

physical injury which is caused by an **Accident** and which independently of any other cause within 24 months of the date of the **Accident** directly results in death, **Loss of Sight**, **Loss of Limb** or **Permanent Total Disability**.

Loss of Limb

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

Loss of Sight

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

Permanent Total Disability

a disability which has lasted for at least 12 months from which **We** believe the **Person Insured** will never recover and which stops the **Person Insured** from carrying out gainful employment of any and every kind.

A. Cover

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

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

B. Exclusions

(General Exclusions apply as well)

We will not pay:

- i. more than €2,500 if the **Person Insured** is under 16 years of age at the time of the **Bodily Injury**;
- ii. more than one benefit for the same **Bodily Injury**;
- iii. if death, loss or disability is **Due To** a disease or any physical defect, injury or illness which existed before the **Holiday**.

SECTION 7. Medical and additional expenses

Maximum payable per Person Insured - unlimited

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

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

You must contact **Chubb Assistance** before incurring any costs covered under this Section.

Reciprocal Health Declaration

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

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

Department of Health and **Children**
Hawkins House
Hawkins Street
Dublin 2
Tel: 01 6354000
www.doh.ie

Further information can be obtained on the government information website www.citizensinformation.ie under the section "Moving Country". If **You** are travelling to a country outside the European Economic Area, **You** may be able to claim back some or all of **Your** costs of any medical treatment **You** require - contact the Department of Health (details above) to find out more.

A. Cover

If a **Person Insured** is injured or becomes ill (including becoming ill Due to complications of pregnancy (as diagnosed by a **Doctor** who specialises in obstetrics) provided that if travelling within 12 weeks of the expected date of delivery the **Person Insured** provides a medical certificate - which must be dated no earlier than 5 days before the outbound travel date - issued by a **Doctor** or midwife confirming the number of weeks of pregnancy and that they are fit to travel) during a **Holiday Abroad**, **We** will pay:

- i. for medical, repatriation or travel expenses he or she incurs, including emergency dental or optical

expenses. Medical expenses must be for necessary hospital, surgical or other diagnostic treatment, given or prescribed by a **Doctor**, and include charges for staying in a hospital or nursing home. Repatriation must be:

- a) authorised by **Chubb Assistance**;
 - b) necessary on medical grounds; and
 - c) to **Ireland**.
- ii. costs for additional travel and hotel expenses including those for any one other person if a **Person Insured** has to be accompanied on medical advice or a **Child** needs to be escorted home;
 - iii. if a **Person Insured** dies, up to €10,000:
 - a) for cremation or burial charges in the country in which he or she died; or
 - b) to transport his or her body or ashes back to **Ireland**.

B. Exclusions

(General Exclusions apply as well)

We will not pay:

- i. any amount recovered under a National Health Service reciprocal agreement.
- ii. for any treatment not confirmed as medically necessary;
- iii. any expenses incurred in the **Person Insured's** country of residence;
- iv. any additional travelling expenses not authorised by **Chubb Assistance** if a **Person Insured** has to return home earlier than planned or be repatriated from a **Holiday**;
- v. for medical treatment that a **Person Insured** travelled **Abroad** to obtain;
- vi. for medication a **Person Insured** is taking before and which he or she will have to continue taking during a **Holiday**;

- vii. Any expenses incurred following **Your** decision not to move hospital or return to the **Ireland** after the date when, in the opinion of **Chubb Assistance**, **You** should do so;
- viii. for surgery, medical or preventative treatment which can be delayed in the opinion of the **Doctor** treating a **Person Insured** and **Chubb Assistance**, until he or she returns to **Ireland**;
- ix. any additional costs for single or private room accommodation;
- x. additional travel and hotel expenses incurred which have not been authorised in advance by **Chubb Assistance**;
- xi. cremation or burial costs in **Ireland**;
- xii. the **Excess**, except where the **Person Insured** has obtained a reduction in the cost of medical expenses in European Union countries by using a European Health Insurance Card.

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

SECTION 8. Hospital benefit

Maximum benefit €500 per Person Insured

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

A. Cover

If a **Person Insured** is a hospital in-patient during a **Holiday** and has a **Claim** under Part III Section 7 MEDICAL AND ADDITIONAL EXPENSES, **We** will pay a benefit of €25 for each full 24 hours he or she spends in hospital up to a maximum of €500 for each **Holiday**.

B. Exclusions

(General Exclusions apply as well)

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

SECTION 9. Personal property

Maximum payable €1,500 per Person Insured

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

DEFINITIONS

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

Mobility Aid(s)

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

Personal Property

any suitcase, trunk or container of a similar kind and its contents, and any article worn or carried by a **Person Insured** that is not excluded under B. Exclusions.

Repair and Replacement Costs

the cost of repairing partially damaged property, or, if property is totally lost or destroyed or uneconomical to repair, the cost of replacing property as new less a deduction for wear, tear or depreciation.

NOTE: **We** will pay a reasonable proportion of the total value of a set or pair to repair or replace an item that is part of a set or pair.

Valuables

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

A. Cover

- i. If **Personal Property** is lost, damaged or stolen during a **Holiday**, **We** will pay **Repair and Replacement Costs** up to €1,500.
- ii. if any **Mobility Aid** owned by the **Person Insured** or for which they are responsible, necessarily taken by the **Person Insured** on **Holiday** or hired by or loaned to the **Person Insured** whilst on **Holiday**, is lost, damaged or

stolen during such **Holiday**, **We** will pay **Repair and Replacement Costs** up to €500.

- iii. **We** will also reimburse the:
 - a) cost of essential items of clothing and toiletries up to €100 that a **Person Insured** has to purchase because **Personal Property** is lost or misplaced for at least 12 hours by an airline or other Carrier.
 - b) reasonable and necessary costs up to €500, incurred by
 - i. a **Person Insured** during a **Holiday**, in hiring, **Mobility Aids**; and/or
 - ii. **Chubb Assistance** in couriering **Mobility Aids** to the **Person Insured** to replace those taken by them on **Holiday** and which have been:
 - i. misplaced for at least 12 hours by an airline or other Carrier.
 - ii. suffered loss or damage insured under Cover ii. of this Section;
 - c) reasonable and necessary costs up to €300, incurred by **Chubb Assistance** to courier essential medication, dentures, hearing aids, prescription glasses, contact or corneal lenses to the **Person Insured**:
 - i. to replace those taken by the **Person Insured** on **Holiday** and which have:
 - a) been misplaced for at least 12 hours by an airline or other carrier
 - b) otherwise lost or damaged during the **Holiday**
 - ii. following discovery by the

Person Insured that they accidentally omitted to take them on **Holiday**.

B. Exclusions

(General Exclusions apply as well)

- i. **We** will not pay:
 - a) the **Excess**;
 - b) more than €250 for a single item, pair or set, or part of a pair or set;
 - c) more than €250 for golf clubs, bags and accessories
 - d) more than €250 for **Valuables** in total and will only pay if the **Valuables** are attended by a **Person Insured** or are in a safety deposit box at the time they are lost, damaged or stolen;
 - e) unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with a copy of the original written Police report and report to the hotel management as applicable;
 - f) for loss, theft or damage to:
 - I. **Personal Property** more specifically insured or recoverable under any other insurance policy;
 - II. **Personal Property** left unattended in a public place;
 - III. **Personal Property** left in an unattended vehicle unless it was in the locked boot of the vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view, and there is evidence of forced entry;
- IV. **Personal Property** in the custody of an airline or other Carrier unless the loss or damage is reported in writing to the airline or other Carrier within 24 hours of discovery and **We** are provided with a copy of the original written airline or Carrier report;
- V. **Personal Property Due To** leaking powder or fluid carried within **Your** luggage;
- VI. dentures, hearing aids, prescription glasses, sunglasses, prescription sunglasses, contact or corneal lenses (except as described in A iii c);
- VII. household goods, samples or merchandise, bonds, securities or documents of any kind; or
- VIII. antiques, musical instruments, pictures, typewriters, sports equipment whilst being used (except for **Winter Sports** equipment if **Winter Sports** cover is shown as covered on the Policy Schedule) vehicles or their accessories, watercraft and ancillary equipment, glass, china or similar fragile items and pedal cycles;
- g) for depreciation in value, normal wear and tear, denting or scratching, (other than denting or scratching of hired **Mobility Aids** for which the **Person Insured** is legally responsible), damage by moth or vermin, electrical, electronic or mechanical derangement, or damage due to atmospheric or climatic conditions;
- h) for delay, detention, seizure or

- confiscation by customs or other officials;
- ii. **We** will not pay any **Claim** where:
- a) **Personal Property Mobility Aids** essential medication, dentures, hearing aids, prescription glasses, contact or corneal lenses have been lost or misplaced by an airline or other Carrier unless **We** are provided with original written confirmation from such airline or other Carrier or the tour representative that were delayed for at least 12 hours after the **Person Insured** arrived at his or her destination;
 - b) **Mobility Aids** have been lost or damaged unless such loss or damage is insured under Cover ii of this section and the **Person Insured** has complied fully with the relevant terms and conditions of cover;-
 - c) **Personal Property, Mobility Aids**, essential medication, dentures, hearing aids, prescription glasses, contact or corneal lenses have been lost or misplaced on a journey returning a **Person Insured** to Ireland.
 - d) any mobility scooter is lost or damaged by theft or attempted theft or malicious persons, whilst left unattended unless, it has been locked in a secure room or, any key required to operate the mobility scooter has been removed and any manufacturers security devices employed or, it is otherwise secured from unauthorised removal;
 - e) mobility scooter tyres and/or accessories are damaged unless

the Mobility scooter is damaged at the same time.

- f) hired **Mobility Aids** are damaged unless their condition has been inspected prior to hire and any defects noted.

SECTION 10. Money

Maximum payable €500 per Person Insured

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

DEFINITIONS

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

Money

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

A. Cover

- i. **We** will pay up to €500 if **Money** which is held by a **Person Insured** for his or her personal use is lost or stolen during a **Holiday** whilst:
 - a) being carried by a **Person Insured**; or
 - b) left in a safety deposit box.
- ii. **We** will pay up to €500 if a **Person Insured** sustains financial loss directly as a result of a credit, charge or bankers card being lost or stolen

during a **Holiday** and subsequently being used fraudulently by any person other than:

- a) a member of the **Person Insured's** family; or
- b) the **Person Insured's** employer where the card is issued on the **Person Insured's** behalf;

provided that the **Person Insured** has fully complied with all the terms and conditions under which such card has been issued.

B. Exclusions

(General Exclusions apply as well)

We will not pay;

- i. the **Excess**;
- ii. more than €50 if the carrier is under 16 years old;
- iii. for delay, detention, seizure or confiscation by customs or other officials;
- iv. unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with a copy of the original written Police report and report to the hotel management as applicable;
- v. for traveller's cheques:
 - a) unless the loss or theft is reported immediately to the local branch or agent of the issuing company; or
 - b) if the issuing company provides a replacement service;
- vi. for depreciation in value or shortage due to any error or omission.
- vii. for more than €500 in total in for any one **Claim** in respect of loss of or damage to **Money** or fraudulent misuse of lost or stolen credit, charge or bankers cards.

SECTION 11. Loss of passport / driving license expenses

Maximum payable €500 per Person Insured

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

A. Cover

We will pay up to €500 to cover additional travel and accommodation costs incurred by a **Person Insured** during a **Holiday** to obtain a new passport or driving licence following the loss or theft of his or her original documents during a **Holiday**.

B. Exclusions

(General Exclusions apply as well)

We will not pay;

- i. for delay, detention, seizure or confiscation by customs or other officials;
- ii. unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with a copy of the original written Police report and report to the hotel management as applicable;
- iii. for a passport or driving licence stolen from an unattended vehicle, unless it was in the locked boot of the vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view, and there is evidence of forced entry.

SECTION 12. Hijack

Maximum payable €500 per Person Insured

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

A. Cover

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

B. Exclusions

(See **General Exclusions**)

SECTION 13. Personal liability

Limit of Liability €2,500,000 per Person Insured

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

A. Cover

If the **Person Insured** becomes legally liable to pay damages in respect of:

- i. accidental **Bodily Injury** (which shall include death illness or disease) to any person; and/or
- ii. accidental loss of or damage to material property

occurring during the **Period of Insurance** arising out of the **Holiday**. **We** will indemnify the **Person Insured** for all damages payable payable in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause up to

the Limit of Liability for this Section of €2,500,000.

We will also pay in connection with such liability:

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

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

B. Exclusions

(**General Exclusions apply as well**)

We will not provide indemnity for any liability:

- i. in respect of **Bodily Injury** to any person who is:
 - a) under a contract of service with a **Person Insured** when such injury arises out of and in the course of their employment by the **Person Insured**;
 - b) A member of the **Person Insured's** family
- ii. in respect of loss of or damage to property in the care custody or control of a **Person Insured**.

However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but

temporarily occupied by a **Person Insured** in the course of the **Holiday**.

- iii. liability in respect of **Bodily Injury** loss or damage caused directly or indirectly in connection with ownership, possession of or use by the **Person Insured** of: a. the ownership, possession or use of:
 - i) mechanically propelled vehicles, or;
 - ii) Aero spatial device or any airborne craft or waterborne craft or vessel, or;
 - iii) firearms (other than sporting guns); or
 - iv) animals and vicarious liability for the acts of a minor in connection with the above
- iv. liability in respect of **Bodily Injury** loss or damage caused directly or indirectly in connection with
 - a. the ownership, possession or use of the **Person Insured** of any land or buildings, immobile property or caravans other than temporary accommodation occupied by a **Person Insured** in the course of a **Holiday**; or
 - b. Any wilful or malicious act; or
 - c. the carrying on of any trade business or profession;
 - d. activities or volunteer work organised by, or under the auspices of, a charitable, voluntary, not for profit, social or similar organisation when liability for such activities or work should reasonably be included within the organisation's own Public Liability policy.
- v. any liability assumed by the Person insured under any contract or agreement unless such liability would

have attached in the absence of such contract or agreement;

- vi. punitive or exemplary damages;
- vii. **War**

C. Provisions applying to this Section

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

- iii. the **Person Insured** shall observe, fulfil and be subject to the terms, Exclusions and Provisions of this Section.

SECTION 14. Overseas legal advice and expenses

Maximum payable €30,000 per Person Insured

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

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

DEFINITIONS

The following words and phrases will have the same special meaning in this section wherever they appear in bold italic type and commence with a capital letter. Additional Definitions appear in specific sections and General Definitions detailed in PART II apply as well.

Legal Expenses

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

connection with any claim or legal proceedings.

Legal Representatives

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

Any One Claim

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

A. Cover

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

B. Exclusions

(General Exclusions apply as well)

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

- i. any **Claim** reported to **Us** more than 24 months after the beginning of the incident which led to the **Claim**;
- ii. any **Claim** where it is **Our** opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the **Claim**;
- iii. **Legal Expenses** incurred before receiving **Our** prior authorisation in

writing unless such costs would have been incurred subsequent to **Our** authorisation;

- iv. **Legal Expenses** incurred in connection with any criminal or wilful act;
- v. **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against the **Person Insured** unless as a counter claim;
- vi. Fines, penalties compensation or damages imposed by a court or other authority;
- vii. **Legal Expenses** incurred for any claim or legal proceedings brought against:
 - a) a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;
 - b) **Us** or **Our** agents; or
 - c) the **Person Insured's** employer;
- viii. actions between **Persons Insured** or pursued in order to obtain satisfaction of a judgement or legally binding decision;
- ix. **Legal Expenses** incurred in pursuing any claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine;
- x. **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements;
- xi. **Legal Expenses** incurred where a **Person Insured** has:
 - a) failed to co-operate fully with and ensure that **We** are fully informed at all times in connection with any claim or legal proceedings for

damages and or compensation from a third party; or

- b) settled or withdrawn a **Claim** in connection with any claim or legal proceedings for damages and or compensation from a third party without the agreement of **Us**. In such circumstances **We** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid;
- xii. **Legal Expenses** incurred after a **Person Insured** has not:
 - a) accepted an offer from a third party to settle a claim or legal proceedings where the offer is considered reasonable by **Us**; or
 - b) accepted an offer from **Us** to settle a **Claim**;
- xiii. **Legal Expenses** which **We** consider unreasonable or excessive or unreasonably incurred.

C. Special conditions applicable to this section

- i. **Legal Representatives** must be qualified to practise in the Courts of the country where the event giving rise to the **Claim** occurred or where the proposed defendant under this Section is resident.
- ii. The **Person Insured** has the right to select and appoint a **Legal Representative** of their choice to represent them in any legal inquiry or legal proceedings (provided any appointment of a **Legal Representative** is not on a contingency fee basis, where the **Legal Representative** charges a proportion of the amount recovered as a fee). The **Person Insured** shall provide **Us** with details of the selected

- Legal Representative's** name and address. **We** may provide information about **Legal Representatives** in the **Person Insured's** local area if asked to do so.
- iii. The **Legal Representatives** and the **Person Insured** must co-operate fully with and ensure that **We** are fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party. **We** are entitled to obtain from the **Legal Representatives** any information, document or advice relating to a claim or legal proceedings under this Insurance. On request the **Person Insured** will give to the **Legal Representatives** any instructions necessary to ensure such access.
 - iv. **Our** authorisation to incur **Legal Expenses** will be given if a **Person Insured** can satisfy **Us** that:
 - a) there are reasonable grounds for pursuing or defending the claim or legal proceedings and the **Legal Expenses** will be proportionate to the value of the claim or legal proceedings; and
 - b) it is reasonable for **Legal Expenses** to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of **Our** own advisers. If there is a dispute, **We** may request, at the **Person Insured's** expense, an opinion of a barrister as to the merits of the claim or legal proceedings. If the **Claim** is admitted, a **Person Insured's** costs in obtaining this opinion will be covered by this Insurance.
 - v. If there is any dispute, other than in respect of the admissibility of a **Claim** on which **Our** decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of **Us**, the **Person Insured's** costs shall not be recoverable under the Insurance.
 - vi. **We** may at its discretion assume control at any time of any claim or legal proceedings in the name of the **Person Insured** for damages and or compensation from a third party.
 - vii. All **Claims** within this section must be submitted to **Us** in writing within 90 days.
 - viii. Any **Legal Expenses** incurred without **Our** written agreement shall entitle **Us** to withdraw cover immediately and to recover any fees or expenses paid to the **Person Insured**.
 - ix. **We** may at its discretion require the **Person Insured** to obtain at the expense of the **Person Insured** an opinion of a barrister agreed by the **Person Insured** and **Us** as to whether or not there are reasonable grounds for continuing to pursue or defend any claim or legal proceedings. **We** will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the claim or legal proceedings.

- x. **We** may at its discretion offer to settle a counterclaim against the **Person Insured** which it considers to be reasonable instead of continuing any claim or legal proceedings for damages and/or compensation by a third party.
- xi. The **Person Insured** shall be responsible for the repayment to **Us** of all sums paid by **Us** in respect of the **Legal Expenses** where:
 - a) an award of costs is made in favour of the **Person Insured** in the claim or legal proceedings; or
 - b) costs are agreed to be paid to the **Person Insured** as part of any settlement of the claim or legal proceedings.
- xii. If a conflict of interest arises, where **We** are also the insurers of the third party or proposed defendant to the claim or legal proceedings, the **Person Insured** has the right to select and appoint other **Legal Representatives** in accordance with Special Condition 2 of this Section.
- xiii. If the **Legal Representatives** refuse to continue acting for a **Person Insured** with good reason or if a **Person Insured** dismisses the **Legal Representatives** without good reason the cover **We** provide will end at once, unless **We** agree to appoint other **Legal Representatives**.

SECTION 15. Winter sports

This section is optional. It applies only if it is shown as covered on the Policy Schedule and the additional premium has been paid. (See General Exclusion 4.1 N. Winter Sports)

A. Cover

We will pay:

- i) up to €20 for each full 24 hour period, limited to €200, it is necessary for a **Person Insured** to hire **Winter Sports** equipment for **Winter Sports** equipment that is:
 - a) lost or broken in an **Accident**; or
 - b) lost or misplaced by an airline or other carrier on the outward journey from **Ireland** and delayed for at least 12 hours after the arrival of the **Person Insured** at his or her destination;
- ii) up to €75 for each full week, limited to €300, or a proportionate amount for shorter or longer periods, to cover the value of an unused ski pass belonging to a **Person Insured**, and hire or tuition fees which a **Person Insured** cannot recover following:
 - a) an **Accident** or illness;
 - b) loss or theft of his or her ski pass;
- iii) €20 for each full 24 hour period, limited to €200, a **Person Insured** is unable to ski because there is a lack of snow in the prebooked resort and no alternative skiing available;
- iv) up to €100 for additional and necessary travel and accommodation costs if a **Person Insured's** outward or return journey is delayed by an avalanche for more than 12 hours from the scheduled departure time on his or her travel ticket;

B. Exclusions

(General Exclusions apply as well)

We will not pay:

- i) for delay, detention, seizure or confiscation by customs or other officials;
- ii) unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with a copy of the original written Police report and report to the hotel management a applicable;
- iii) if a **Claim** is paid under Part III Sections 1 or 2;
- iv) if a **Claim** is **Due To** participation in competitive winter sports including, but not limited to, ski or ski bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons.

PART IV

4.1 General exclusions (exclusions that apply to the whole policy)

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

A. Air travel/sports

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

B. Business

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

C. Currency

currency exchange.

D. Hazardous activities

participation in or training for: mountaineering requiring the use of ropes or guides; potholing; any organised sporting holiday or trip; travelling on a motorcycle over 125cc; competitive winter sports including, but not limited to ski or ski bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons; racing of any kind (except for racing on foot); scuba diving to depths in excess of 30 metres; and speed or endurance tests.

E. Illegal acts

any illegal act committed by a **Person Insured**.

F. Misuse of alcohol/drugs

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

G. Psychological conditions

post traumatic stress disorder or a related syndrome or any psychological or psychiatric condition diagnosed before a **Holiday** begins.

H. Radiation

- i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
- ii. the radioactive, toxic, explosive or

other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

I. Sanction Country

This Policy does not cover, and the Company will not in any event be liable to pay any claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any of the following:

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

You should contact Chubb Customer Services Team on 1800 70 71 70 for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, **Ireland** or United States of America.

J. Sonic waves

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

K. Specified diseases

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

L. Suicide/self-injury

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

M. War

War or any act of **War** whether **War** is declared or not.

N. Winter Sports

Winter Sports unless SECTION 15, WINTER SPORTS is shown as covered on the Policy Schedule; any competitive winter sports, including but not limited to, ski or ski bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons.

4.2 General conditions (conditions that apply to the whole policy)

A. Contract

This Policy, the Policy Schedule and any information provided in **Your** application will be read together as one contract.

B. Legal Interpretation and Language

Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. **You** and **Us** agree that:

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

C. Observing Policy Terms & Conditions

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

D. Your duty to avoid or minimise a Claim

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

E. Interest

We will not pay interest on any benefit payable under this Policy unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the **Claim**. Where interest becomes payable by **Us** it will be calculated only from the date of final

receipt of such certificates, information or evidence.

F. Other taxes

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

G. Stamp Duty

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

H. Moneys payable in Ireland

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

4.3 Claims provisions

A. A Person Insured must:

i. **Notify OSG Travel Claims immediately** email **OSG Travel Claims** immediately or download a claim form from www.aib.ie/travel and send it to **OSG Travel Claims** as soon as possible and within 30 days of becoming aware of anything likely to result in a **Claim**. A personal representative can do this if the **Person Insured** cannot;

ii. Supply details & documents

supply at his or her own expense any information, evidence and receipts **We** require including medical certificates signed by a **Doctor**, police reports and other reports;

iii. Protect property

take all reasonable steps to protect any item or property from further loss or damage and to recover any lost or stolen article;

iv. Send Us summons, writs etc

send Us any original writ, summons, legal process or other correspondence received in connection with a **Claim** immediately it is received and without answering it.

B. A Person Insured must not do the following without Our written agreement:

i. Admit liability

admit liability, or offer or promise to make any payment; or

ii. Dispose of items

sell or otherwise dispose of any item or property for which a **Claim** is being made, or abandon any item or property to Us.

C. Each Person Insured must recognise Our right to:

i. Pay, repair or replace

choose either to pay the amount of a **Claim** (less any **Excess** and up to any Policy limit) or repair, replace or reinstate any item or property that is damaged, lost or stolen;

ii. Inspect & dispose of items

inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner;

iii. Handle a Claim in Your name

take over and deal with the defence or settlement of any **Claim** in his or her

name and keep any amount recovered;

iv. Pay in euro

settle all **Claims** in euro.

v. Be reimbursed promptly

be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which **We** pay to a **Person Insured**, or on his or her behalf;

vi. Receive medical certificates

be supplied at the expense of the **Person Insured** with appropriate original medical certificates before paying a **Claim** under Part III Sections 6, 7, 8 or 13;

vii. Carry out medical examinations

request and carry out a medical examination and insist on a postmortem examination, if the law allows Us to ask for one, at **Our** expense.

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

i. Dishonesty

a **Claim** is in any way dishonest; or

ii. Fraud

if a **Person Insured** or anyone acting on his or her behalf, uses fraudulent means to benefit under this policy.

Paying Claims

Death

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

- ii) If the **Person Insured** is a minor, **We** will pay the **Claim** to **You** if they are a **Partner**. If the minor is not a **Partner** **We** shall make the payment to their **Parent or Legal Guardian**. The **Partner, Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.

All other Claims

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

4.4 Ending or changing Your cover

A. 14 day Cancellation option

If **You** are not satisfied with this Policy and have not taken or booked a **Holiday** protected by the cover provided, **You** may return it to **Us** within 14 days and **We** will cancel it. If this happens, the Policy will have provided no cover and **We** will refund any premiums **You** have paid.

B. Cancellation after 14 days, annual multi-trip Policies only

If **You** write and tell **Us** to cancel an annual multi-trip Policy, **We** will cancel it from the date **Your** letter is received or any later date **You** stipulate. **We** will

not provide any refund of premium for policies cancelled after the 14 day cancellation option.

C. Cancellation after 14 days, single trip

If **You** write and tell **Us** to cancel a single trip Policy, **We** will cancel it from the date **Your** letter is received or any later date **You** stipulate. **We** will not provide any refund of premium for policies cancelled after the 14 day cancellation option.

D. Changing Your Policy

You must email or write to **Us** if either **Your** insurance needs or any of the information **You** have given **Us** changes. A change in circumstances may affect the **Your** cover, even if **You** do not think a change is significant, and **We** may need to change this Policy. **We** will update the Policy and issue a new Policy Schedule each time a change is agreed.

E. If We want to cancel or change Your Policy

1. **We** reserve the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons.
2. If **We** want to cancel the policy, or make changes for reasons other than those above, **We** will write to **You** at the latest address **We** have for **You**. **We** will then cancel or change the Policy 30 days after the date of the letter.

If **We** cancel the Policy **We** will refund any premium **You** paid for the cancelled period provided **You** have not made a **Claim** under the Policy during the current **Period of Insurance**.

4.5 Automatic ending of cover

A. Single trip Policies

Cover will end when the **Period of Insurance** ends unless a **Claim** unavoidably delays the return of a **Person Insured** from a **Holiday**, when cover will continue without any additional premium for the period of the delay.

B. Annual multi-trip Policies

- a) automatic ending of cover for **Children** will end on the first date premium is due after their 18th birthday (or 23rd birthday if still in full-time education) or earlier if:
- **Your** cover ends beforehand; or
 - they get married; or
 - they stop being dependent.
- b) If a **Holiday** continues beyond the expiry of this Policy or a **Holiday** has been booked which begins after the expiry date of this Policy **You** must select a new Policy if **You** wish cover to continue. If **You** do not select a new Policy, the remaining period of the **Holiday** or any future **Holiday** which has been booked will not be covered after the expiry date of this Policy.

Complaints procedures

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

The Customer Service Manager
Chubb
5 George's Dock
International Financial Services Centre
Dublin 1
T 1800 70 71 70
F 01 - 440 1701
E aib.travelinsurance@chubb.com

Alternatively **You** can contact:
The Manager
AIB Insurance Services Limited
AIB Bankcentre
Ballsbridge
Dublin 4

Financial Services Ombudsman

If **You** are not satisfied with **Our** final response, **You** can ask the Financial Services Ombudsman to review **Your** case. The Financial Services Ombudsman contact details are given below.

Financial Services Ombudsman
3rd Floor
Lincoln House
Lincoln Place
Dublin 2

Lo call 1890 882 090

T 01 662 0899

F 01 662 0890

E enquiries@financialombudsman.ie

W www.financialombudsman.ie

The existence of these complaints procedures does not reduce the **Person Insured's** Statutory rights relating to this policy.

For Further Information about Statutory Rights the **Person Insured** should contact the National Consumer Agency.

The Irish Insurance Federation

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

Chubb

5 Georges Dock

International Financial Services Centre

Dublin 1

www.aceeuropeangroup.com

European Online Dispute Resolution Platform

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

How to get in touch

Medical Emergency Service:
Chubb Assistance **+353 (0)1 440 1762**

OSG Travel Claims:
within Ireland **1800 719 420**
outside Ireland **+353 (0)1 440 1757**

Customer Service:
within Ireland **1800 24 24 67**
outside Ireland **+353 (0)1 440 1766**

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