

# FAIRSURE TRAVEL INSURANCE PILGRIM POLICY WORDING



# HEALTH NOTICE AND EMERGENCY ASSISTANCE

Please do not incur inpatient medical expenses without first contacting the Emergency Assistance Service +44 1733 224 875

Insured persons on this policy must comply with the Medical Declaration, and the Important Conditions Relating to Health section to have the full protection of the policy



# FAIRSURE TRAVEL INSURANCE

# Welcome Statement

We want you to get the most from your policy and to do this, you should read your

- policy wording;
- insurance product information document (IPID); and
- certificate of insurance

and make sure that **you** understand the exclusions and conditions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make. **We** will provide the services and benefits described in this policy:

- during the period of insurance
- within the geographical limits

to persons who have resided in the Republic of Ireland for 6 months prior to purchasing the policy following payment of the appropriate premium for the level of cover selected.

This policy has been sold to **you** on a non-advised basis and **you** should read this information to ensure that it meets **your** requirements. **You** may already possess alternative insurance(s) for some, or all the features and benefits provided by this product; it is **your** responsibility to investigate this. If upon reading this policy **you** find it does not meet **your** requirements, please refer to the relevant cooling off/policy cancellation section.

Remember, no policy covers everything. We do not cover certain things including, but not limited to:

- Losses that we do not state are specifically covered under 'What is covered'.
- Any circumstances known to **you** before **you** purchased this insurance or at the time of booking any **trip** which could have reasonably been expected to lead to a claim under this policy.

The things which are not covered by **your** policy are stated:

- In the 'General exclusions applying to all sections of the policy' and
- In the 'What is not covered' section of cover.

If we do not state that something is covered, you should assume that it is not covered.

Cover applies to the insured person(s) named on the certificate of insurance attached to this policy wording.

# Contacting Us

If **you** have any questions about **your** policy, please contact the issuing agent who sold **you your** policy. **We** recommend that **you** save these important contact details into **your** mobile phone.

When you contact us, you will need to tell us your name, your policy number and your contact details so we can keep in touch. Please try to have these and other useful information to hand.

Emergency Medical Assistance 24 hour worldwide medical & Emergency Assistance Service. If you need emergency medical treatment, need to go to hospital or need to return home earlier than planned.	Phone: +44 1733 224 875
<u>Claims Team</u>	Phone: +353 1 533 7352
For any claim other than for emergency medical treatment.	Email: <u>claims@white-horse.ie</u>



# Schedule of Cover - Limits of Cover

This table shows the **limits of cover** that each **insured person** can claim per **trip**. All **limits of cover** are per **insured person**, except Section 8 - Personal Public Liability, which is per policy.

	SECTION	Limits of Cover	Excess
1	Cancellation	Up to €3,500	€85 (Loss of deposit €10)
2	Curtailment	Up to €3,500	€85 (Loss of deposit €10)
3	Personal Accident	Maximum Benefit €20,000	Nil
	- If under 16 years or over 65 years	Up to €1,250	Nil
4	Medical Expenses	Up to €1,275,000	€85
	- Dental Expenses	Up to €450	€85
	- Repatriation of remains / overseas funeral expenses	Up to €1,250	€85
5	Medical Inconvenience Benefit	Up to €650	Nil
6	Baggage	Up to €1,500	€85
	- Single Article Limit, pair or set	Up to €200	€85
	- Valuables Limit	Up to €400	€85
	- Delayed <b>Baggage</b> (after 12 hours)	Up to €130	Nil
7	Personal Money	Up to €250	€85
8	Personal Public Liability (Per policy)	Up to €1,250,000	Nil
9	Loss of Passport	Up to €400	Nil
10	Travel Delay	Up to €80	Nil
	<ul> <li>€25 for the first completed 12 hours that you are delayed and €15 for each subsequent 12-hour delay thereafter</li> </ul>	-	-
11	Missed Departure	Up to €510	Nil
12	Legal Expenses	Up to €6,250	Nil

# Table of Contents

Welcome Statement	_
Contacting Us	_
Schedule of Cover - Limits of Cover	_
Table of Contents	_
Your Travel Insurance Policy Wording	_
Your Policy Summary	_
Definitions	_
General Exclusions Applicable to all Sections of the Policy	
General Conditions Applicable to All Sections of the Policy	
Sports and Activities	
Important Conditions Relating To Health	
Section 1 – Cancellation	
Section 2 – Curtailment	
Section 3 – Personal Accident	
Section 4 – Medical and Other Expenses	
Section 5 - Medical Inconvenience Benefit	
Section 6 - Baggage & Delayed Baggage	
Section 7 - Personal Money	
Section 8 – Personal Public Liability	
Section 9 – Loss of Passport	
Section 10 – Travel Delay	
Section 11 – Missed Departure	
Section 12 - Legal Expenses	
Claims Conditions	
How to Make a Claim - Claims Procedure	
While you are away - What to do in the case of medical emergency	
When you return home - To make a claim other than any claim for medical emergencies _	
Important Information - European Union (EU) Travel Regulations	
Complaints Procedure	
Data Protection – White Horse Insurance Ireland dac	

# Your Travel Insurance Policy Wording

# Your Policy Summary

## Your Insurers - Who We Are

This Fairsure Travel Insurance policy is arranged by Accident & General Insurance Services Ltd and is underwritten by White Horse Insurance Ireland dac.

## About White Horse Insurance Ireland dac

This policy is underwritten by White Horse Insurance Ireland dac. White Horse Insurance Ireland dac is registered in **Ireland** No. 306045. White Horse Insurance Ireland dac's Registered Office is Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac is regulated by the Central Bank of Ireland. This can be checked by visiting their website – <u>www.centralbank.ie</u>.

## About Accident & General Insurance Services Ltd ('Accident & General')

Accident & General is a multi-agency intermediary authorised and regulated by the Central Bank of Ireland. Regulated Number 8954. Company Registration number 146193. Registered address is 20 Harcourt Street, Dublin, D02 H364.

## **Understanding This Policy**

This is **your** travel insurance policy wording. The policy wording contains details of the insurance cover **we** provide. Please read the policy carefully to ensure that it meets **your** needs, the policy document outlines the cover, what is not covered, conditions and exclusions and is the basis on which **we** settle all claims. It is validated by the issue of the **certificate of insurance** which must be attached to the policy.

In return for having accepted **your** premium **we** will in the event of **bodily injury**, death, **serious illness**, loss, **theft**, damage or other events happening within the **period of insurance** provide insurance in accordance with the operative sections of **your** policy. Each section of the policy details the cover provided. This policy provides cover for specific reasons only as per each "what is covered" section and should be read together with "what is not covered" and "special conditions". **You** should take time to read and understand the general exclusions and general conditions which apply to all sections of this policy. The **certificate of insurance** and any endorsements are all part of the policy. **Your certificate of insurance** is evidence of the contract of insurance.

## Your Responsibilities

You must take reasonable care to provide complete and accurate answers to the questions asked by the issuing agent when you purchase or make changes to this policy. You must tell us of any changes to the answers you have given as soon as possible. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it will not provide cover in the event of a claim, or we may not pay any claim in full.

## Residency

This policy is only available to **you** if **you** are permanently resident in **Ireland** and have been for the six months prior to the date of issue of this insurance.

## The Law Applicable to this Contract

You and we are free to choose the laws applicable to the policy. We propose to apply the laws of the Republic of Ireland.

## **Claim Settlement**

All claim payments by us to insured persons will be made in EUR.

## **Geographical Limits**

You are covered for worldwide trips under this insurance policy. You are not insured to travel to a country, specific area or event to which the Department of Foreign Affairs (<u>www.dfa.ie/travel/travel-advice</u>) has issued travel restrictions.

If the Department of Foreign Affairs has issued travel restrictions specifically related to **COVID** and **you** commence **your trip** whilst **COVID** travel restrictions are in effect, **you** are insured to travel however there is no cover whatsoever under any section of this policy for any claim directly or indirectly related to **COVID** during **your trip**.

## When does cover start and end?

Cancellation cover starts from the date **you** take out the policy and all other cover starts when **you** commence **your trip**. All cover ends when **your trip** ends.

Note: Trips must start and end in your home area and you must have a return ticket to your home country.

## **Cancellation Period**

You are free to cancel this policy at any time. If you wish to cancel within 14 days of receipt of the policy documents, you may do so by writing to the address on your Schedule of Cover for a refund providing that you have not travelled and no claim has been

made or will be made. If **you** cancel after the first 14 days of receipt of the documents no premium refund will be made. See the Cooling Off - Policy Cancellation Provisions for full details.

## Pregnancy and Childbirth

This policy is designed to provide cover for unforeseen events. Pregnancy and childbirth are not considered as unforeseen events.

In particular, cover is provided under Section 1 - Cancellation, Section 2 - Curtailment, Section 4 - Medical and Other Expenses and Section 5 - Medical Inconvenience Benefit for unforeseen **bodily injury** or illness. Pregnancy and childbirth are not considered to be either an illness or injury.

For the avoidance of doubt, please note that cover is ONLY given under Section 1 – Cancellation, Section 4 – Medical and Other Expenses and Section 5 – Medical Inconvenience Benefit of this policy for claims arising from **complications of pregnancy and childbirth**. Please make sure **you** read the definition of **complications of pregnancy and childbirth** given under the definitions section below.

## Special Notice - This is Not a Private Medical Insurance Policy

This is not a private medical insurance policy and only gives cover in the event of an **accident** or sudden **serious illness** that requires emergency treatment whilst outside **your home country**. If **you** plan to receive elective treatment (treatment that is not necessary, but which **you** have chosen to have) when **you** travel on a **trip** or choose to have any treatment abroad which is not an emergency, this will not be covered under the policy. If **you** need any medical treatment which results in a claim under this insurance, **we** will expect **you** to allow **us** or **our** representatives unrestricted and reasonable access to all of **your** medical records and information. It is essential that **you** read and understand the Medical Warranty and Important Conditions Relating to Health section of **your** policy wording to have the full protection of **your** policy.

# Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy. For ease of reading the definitions are highlighted by the use of **bold** print.

## Accident(s)

- means an event that is sudden and unexpected, which is caused by external and visible means at a time that can be identified.

## **Accidental Bodily Injury**

- means a sudden, violent, external, unexpected specific event which occurs at an identifiable time and place, which solely and independently of any other cause results, within 12 months, in the death, loss of limb, loss of sight or the permanent total disablement of an insured person.

## **Adverse Weather**

- means rain, flood, snow, sleet, hail, wind, fog, lightning storm or thunderstorm.

#### Baggage

- means luggage, clothing, personal effects, valuables and other articles which belong to you (or for which you are legally responsible) which are worn, used or carried by you during any trip excluding ski equipment and personal money.

- <u>Note 1:</u> This travel insurance is not intended to cover expensive items. If **you** are planning to take expensive items such as certain items of jewellery, photographic or telecommunications equipment or other items that we define as **valuables** on **your trip**, then **you** should check that **you** have adequate cover under an alternative insurance policy.
- <u>Note 2:</u> Please note that baggage claims are paid on the value of the purchase price less a deduction for wear, tear and depreciation. This cover, therefore, is not on a "new for old" basis and means that a deduction per item will be made during the assessment of your claim as follows.

Baggage Wear and Tear Table	
Baggage up to 1 year old	We will pay 85% of purchase price
Baggage up to 2 years old	We will pay 70% of purchase price
Baggage up to 3 years old	We will pay 50% of purchase price
Baggage up to 4 years old	We will pay 25% of purchase price
Baggage up to 5 years old	We will pay 10% of purchase price
Baggage over 5 years old	No payment
Baggage - Where there are no receipts (unsubstantiated)	No payment

### **Certified antigen test(s)**

- means a rapid antigen test conducted by trained healthcare personnel or trained operators in a healthcare, medical or clinical company with test results issued on a certificate which includes **your** personal details and test result. **Certified antigen test(s)** excludes any home or self-administered **COVID** rapid antigen test(s).

#### **Certificate of Insurance**

- means the document provided to **you** which includes policy information such as the **period of insurance**, unique policy number and the names of all **insured person(s)** under this insurance policy for whom the appropriate premium has been paid.

#### **Close Business Associate**

- means any person in the same employment and having the same employer as **you** whose absence from business for one or more complete days at the same time as **your** absence prevents the proper continuation of that business.

#### **Close Relative(s)**

- means spouse or common law partner, parent, parent-in law, stepparent, legal guardian, children (including legally adopted, foster and stepchildren, and daughter/son-in-law), sibling (including stepsiblings and sister/brother-in-law), uncle, aunt, niece, nephew, grandparent, grandchild, or fiancé(e) of an **insured person**.

#### **Complications of Pregnancy and Childbirth**

- means toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), postpartum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, per vaginal bleeding, miscarriage or threatened miscarriage, medically necessary emergency Caesarean section, medical necessary termination and premature births. This definition is only applicable if the complication occurs more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

### **Connecting Flights**

- means a flight that is scheduled to depart from **your** international arrival airport, within 12 hours of **your** arrival at the same international arrival airport.

### COVID

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

## Curtailment

- means either:

- a) abandoning or cutting short the **trip** by immediate direct early return to **Ireland** in which case claims will be calculated from the day **you** returned to **Ireland** and based on the number of complete days of **your trip you** have not used; or
- b) by attending a hospital abroad as an inpatient or being confined to your accommodation abroad on the orders of a medical practitioner, in either case for a period in excess of 48 hours. Claims will be calculated from the day you were admitted to hospital or confined to your accommodation and based on the number of complete days for which you were hospitalised or confined to your accommodation.

<u>Note 1:</u> For travel expenses, **we** will pay for **your** additional travel costs only and not for the loss of **your** pre-booked travel arrangements. If **you** have not purchased a return flight, then no cover exists for **you** to claim for the cost of **your** return flight.

#### **Cyber-terrorism**

- means the use of disruptive activities, or the threat thereof, against computers and/or networks, with the intention to cause real-world harm or severe disruption of infrastructure.

#### **Emergency Assistance Service**

- means the emergency service provider nominated by **us**. The service is available to **you** and operates 24 hours a day, 365 days a year for advice, assistance, repatriation and authorisation of medical expenses on a **trip**.

#### **Epidemic, Pandemic**

- means any event(s) declared as an **epidemic** or **pandemic** by the World Health Organization or by a relevant national government body.

#### Excess

- means where applicable the **excess** is the first amount of each claim as shown on the Schedule of Cover, per section, for each separate **incident**, payable for each **insured person**.

#### **Existing Medical Condition(s)**

- means

- a) Any medical condition or psychological condition which has been suffered from, been prescribed any medication for, received any treatment for or for which any consultations, investigations or follow-ups have been attended within the 18 months prior to the commencement of cover under this policy and/or prior to any trip; and
- b) Any heart disorder, a cardiovascular or circulatory related condition (e.g., hypertension, angina, high blood pressure, blood clots, raised cholesterol, stroke, transient ischaemic attack or brain haemorrhage) that has occurred at any time prior to the commencement of cover under this policy and/or prior to any trip.

### **Geographical Limits**

- means the countries of the zone for which **you** have paid the appropriate premium, as specified on the **certificate of insurance**, except for those countries or parts of countries where the Department of Foreign Affairs has advised against travel. Cover applies door-to door, so the appropriate benefits (unless stated otherwise) apply once **you** commence **your trip** and during **your** return journey to **your home**. **You** will be covered when travelling by recognised **public transport** between countries, but not if **you** are being paid to crew a private motor or sailing vessel or are travelling by private plane.

### Europe 1

Albania, Andorra, Austria, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Sweden, United Kingdom and Northern Ireland, Vatican City Europe 2

Canary Islands, Cyprus, Gibraltar, Greece, Malta, Spain, Switzerland, Turkey Worldwide excluding North America All countries worldwide, excluding the United States, Canada, Bermuda, the Caribbean Worldwide including North America All countries worldwide.

#### Home/Home Area

- means your residential address in Ireland, where you are resident and have permanently resided for 6 months or more.

### Home Country/Ireland

- means the Republic of Ireland.

### Incident

- means a specific or sudden accident during a trip which causes your death or bodily injury.

#### **Incidental Basis**

- means that the sport or activity **you** are taking part in on **your trip** is on a strictly amateur basis and is not the specific reason for **you** going on **your trip**.

#### Irrecoverable

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

#### **Limits of Cover**

- means **our** maximum liability per **insured person** is limited to the amount(s) stated on **your certificate of insurance** which **we** issue to **you** that sets out the cover **you** have bought.

#### Loss of Limb

- means loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

#### Loss of Sight

- means total loss of sight which shall be considered as having occurred:
- a) in both eyes if **your** name is added to the NCBI register of Blind Persons on the authority of a fully qualified ophthalmic specialist and/or
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

#### **Manual Work**

- means work involving:

- a) the interaction with wild animals of any kind;
- b) the installation, assembly, maintenance, repair or use of heavy electrical, mechanical or hydraulic plant or machinery;
- c) the undertaking of any trade of plumber, electrician, lighting or sound technician, carpenter, painter/decorator or builder, or manual labour of any kind;
- d) working more than 3 metres above the ground.

#### Medical Condition(s)

- means any medical or psychological disease, serious illness or bodily injury.

#### **Medical Practitioner**

- means a registered practising member of the medical profession who is not related to **you** or to any person with whom **you** are travelling with/to and/or **insured person(s)** on this policy.

#### **Natural Disaster**

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

#### Pair or Set

- means two or more items of **baggage** which are or used or worn together.

### **Period of Insurance**

- means the start date and end date as stated on **your certificate of insurance** for which the appropriate premium has been paid, during this period any **trip** not exceeding 18 days is covered.

Cancellation cover starts from the time **you** pay the premium and **your certificate of insurance** is issued or at the time of booking any **trip** (whichever is the later) and terminates on commencement of any **trip** or in the event of a cancellation claim on **your** policy all remaining cover will cease for the planned **trip**.

For all other sections of the policy, the **period of insurance** commences when **you** leave **your home** to commence **your trip** and ends on **your** return to **your home** on completion of the **trip** but shall not exceed the period stated in the **certificate of insurance**, for which the appropriate premium has been paid.

Any trip that had already begun when you purchased this insurance will not be covered.

<u>Note:</u> 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. If, due to unexpected circumstances beyond **your** control and included in the conditions of this cover, **you** cannot finish **your trip** within the **period of insurance** set out on **your certificate of insurance**, **we** will extend **your** cover for up to 30 days at no extra charge. If the reason **you** cannot finish **your trip** 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 4 – Medical and Other Expenses, provided that **you** are not travelling to a **country** or specific area or event to which the Department of Foreign Affairs <u>www.dfa.ie/travel/travel-advice</u> or the World Health Organization (WHO) or similar body has advised against all or all but essential travel. All other general exclusions will continue to apply.

## **Permanent Total Disablement**

- means a physical or mental impairment that has a substantial and long-term adverse effect on **your** ability to carry out any form of employment and all of the following normal day-to-day activities:

- Dressing and undressing
- Getting up and down a flight of stairs
- Getting in and out of a bed or chair
- General household duties, including cleaning, ironing or shopping

We will consider that you are unable to do any of the above activities when both of the following apply:

- You are unable to carry out the activity even with the use of equipment; and
- You always need the help of another person to do the activity.

#### Personal Money

- means bank notes, currency notes and coins in current use, traveller's cheques and other cheques, postal or money orders, prepaid cards and credit, debit or charge cards all held and owned by **you** for private purposes.

#### **Personal Public Liability**

- means your legal liability for damages resulting from an accident.

#### Positive COVID Diagnosis

- means a positive PCR (Polymerase Chain Reaction) test result and/or a certified antigen test with a positive result.

#### **Public Transport**

- means any publicly licensed aircraft, sea vessel, train or coach on which **you** are booked to travel operating to a published timetable, but excluding private cars, taxis, etc.

#### **Redundancy, Redundant**

- means **you** being unexpectedly declared **redundant** and becoming unemployed under the Protection of Employment Act. **You** must have been given a notice of **redundancy** and be receiving payment under the current **redundancy** payments legislation. If **you** are self-employed, **your** business going unexpectedly into liquidation and at the time of booking **your trip**, there was no indication that it would be necessary for the business to close.

The following are not included in this definition:

- Any employment which has not been continuous with the same employer for at least two years.
- Any employment which is not permanent.
- Any employment which is on a short-term fixed contract.
- Any instance where **you** had reason to believe that **you** would be made **redundant** at the time **you** booked **your trip** or the date **you** bought this insurance policy.

#### Serious Illness(es)

- means any disease, infection or **bodily injury** which is unexpectedly contracted by **you** prior to **your trip** or unexpectedly manifests itself for the first time during **your trip**.

#### **Single Article**

- means any one article, collection, pair or set.

### **Sports and Activities**

- means the activities listed within the Sports and Activities section, covered on an **incidental basis**. If **you** wish to undertake a pursuit or activity which is not listed in this policy or are in any doubt as to whether cover will apply, please call **our** Travel Helpline on (01) 874 8458.

### Stolen

- means the unauthorised taking of **your baggage** by another person (i.e., a person who is not a relative, **close relative** or **travel companion**) with the intention of permanently depriving **you** of it.

#### **Strike or Industrial Action**

- means form of organised action, which is carried out with the intention of preventing, restricting, stopping, disrupting or otherwise interfering with the production of goods or the provision of services.

#### Terrorism

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

#### Theft

- means any **theft** committed by violence, threat of violence, mugging, assault or through break in by a third party (i.e., a person who is not a relative, **close relative** or **travel companion**).

### **Travelling Companion**

- means a person(s) with whom **you** have booked to travel or are travelling with on the same booking invoice and without whom **your** travel plans would be impossible.

### Trip(s)

- means a pre-booked journey made by you within the geographical limits stated on your certificate of insurance, during the period of insurance commencing and ending in your home country.

#### Unattended

- means when you are not in full view of and not in a position to prevent unauthorised interference with your property or vehicle.

#### **Unattended Vehicle**

- means a motor vehicle which is not occupied by a driver or passenger.

#### Unsubstantiated

- means when **you** have not supplied an original receipt, proof of purchase or an insurance valuation (which **you** got before the date of the **incident you** are claiming for).

#### Valuables

- means - means cameras, photographic and video equipment, and associated equipment of any kind; computer hardware and software; computer tablets, satellite navigation equipment; games consoles (PlayStation, Gameboy, Nintendo, etc.), accessories and games; personal organisers; mobile telephones; televisions; portable audio equipment (DVD, CD, mini- disc, MP3 players, I-pods, etc.) and all associated discs and accessories; smart phones, spectacles; prescription sunglasses, telescopes; binoculars; jewellery; watches (Including smart watches); furs; leather articles; perfumes; precious stones and articles made of or containing gold, silver or other precious metals.

#### Wear, Tear and Depreciation

- means a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to light, lack of maintenance or damage which happens gradually over a period of time.

Wear and Tear Table	
Baggage up to 1 year old	We will pay 85% of purchase price
Baggage up to 2 years old	We will pay 70% of purchase price
Baggage up to 3 years old	We will pay 50% of purchase price
Baggage up to 4 years old	We will pay 25% of purchase price
Baggage up to 5 years old	We will pay 10% of purchase price
Baggage over 5 years old	No payment
Baggage - Where there are no receipts (unsubstantiated)	No payment

#### We/Us/Our

- means White Horse Insurance Ireland dac, their agents or sub-agents.

#### You/Your/Yourself/Insured Person(s)

- means the person(s) named on the **certificate of insurance** for this policy and for whom the appropriate premium has been paid.

# **General Exclusions Applicable to all Sections of the Policy**

We will not pay for any claims arising directly or indirectly from:

- 1. Your failure to comply with the terms of the Important Conditions Relating to Health Section.
- 2. Any circumstance known to **you** before purchasing this insurance or at the time of booking any **trip** which could reasonably be expected to result in a claim.
- 3. Your travel to a country, specific area or event to which the Department of Foreign Affairs (<u>www.dfa.ie/travel/travel-advice</u>) has issued travel restrictions. If the Department of Foreign Affairs has issued travel restrictions specifically related to COVID and you commence your trip whilst COVID travel restrictions are in effect, you are insured to travel however there is no cover whatsoever under any section of this policy for claims directly or indirectly related to COVID during your trip.
- 4. An outbreak of **COVID** resulting in a national or local lockdown or any restrictions of movement affecting the area where **your home** is located, the country, specific area or event to which **you** were travelling to or through, on the date **you** purchase this insurance or at the time of booking **your trip**.
- 5. You being unable to travel because you were forced to cancel your trip, abandoning your trip or your return journey is delayed because you chose, were legally required to or were recommended to quarantine or isolate as a result of exposure to an infectious disease including **COVID**.
- 6. You cancelling or abandoning your trip as a result of the Department of Foreign Affairs (<u>www.dfa.ie/travel/travel-advice</u>) or a local government authority advising against travel because of any infectious disease, including **COVID**.
- 7. **COVID** where **you** have not received a positive PCR test or a **certified antigen test** with a positive result.
- 8. Any **home** or self-administered **COVID** rapid antigen test(s).
- 9. Any claims caused by or relating to COVID, this applies to all sections of cover unless COVID is specifically stated as covered.
- 10. Your sexually transmitted diseases, solvent abuse, alcohol abuse or your alcohol dependency, use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a **medical practitioner**, but not for the treatment of drug addiction or alcohol dependency).
- 11. You drinking too much alcohol which is evidenced by one of the following:
  - a) a **medical practitioner** stating that **your** alcohol consumption has caused or actively contributed to **your** injury or illness;
  - b) a witness report from a third party or a police incident report;
  - c) your own admission;
  - d) you having drunk so much alcohol that your judgment is affected, and you need to make a claim as a result.
- 12. Your self-exposure to needless peril (except in an attempt to save human life).
- 13. Your engagement in or practice of manual work.
- 14. Your participation in or practice of any sport or activity unless:
  - a) shown as being covered under Sports and Activities; or
  - b) shown as operative in **your certificate of insurance**.
- 15. Your engagement in or practice of:
  - a) flying, except as a fare paying passenger in a fully licensed passenger-carrying aircraft,
  - b) the use of a motorised vehicle unless a full Republic of Ireland or United Kingdom driving licence is held permitting the use of such vehicles in **Ireland** or the United Kingdom,
  - c) professional entertaining,
  - d) professional sports, racing (other than on foot), motor rallies and motor competitions.
- 16. You not complying with your respective period of insurance.
- 17. Your own unlawful action or any criminal proceedings against you.
- 18. Any deliberately careless or deliberately negligent act or omission by you.
- 19. Loss of enjoyment.
- 20. 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 policy in force, which may cover the event for which you are claiming, you must tell us. This exclusion shall not apply to Section 3 Personal Accident.
- 21. The provision of, or any delay in providing, the medical (or medical related) services to which the cover under this policy relates, whether provided by **us** or by anybody else, whether or not recommended by **us** and/or acting on **our** behalf unless demonstrated.
- 22. 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.
- 23. Any payment which **you** would normally have made during **your** travels if nothing had gone wrong.
- 24. Any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide cover under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **bodily injury** or **serious illness**.

- 25. Your suicide or attempted suicide or deliberately injuring yourself. Any claim arising directly or indirectly from sexually transmitted diseases, your drug addiction or solvent or alcohol abuse, excessive alcohol intake or you being under the influence of alcohol or drug(s).
- 26. Fighting except in self-defence.
- 27. A natural disaster.
- 28. The bankruptcy/liquidation of any tour operator, travel agent or transportation company.
- 29. Any consequences of **cyber-terrorism** including, but not limited to, the delay or cancellation of flights due to the failure of critical systems.
- 30. Any failure of computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. This exclusion does not apply to claims under Section 4 Medical and Other Expenses.
- 31. Any delay, loss, damage or injury directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device, or any computer software or stored programme to correctly operate as a result of a computer virus. Computer viruses include any program or software, which prevents any operating system, computer program or software working properly or at all. This exclusion does not apply to claims under Section 3 Personal Accident and Section 4 Medical and Other Expenses.
- 32. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, but this exclusion shall not apply to losses under Section 3 Personal Accident and Section 4 Medical and Other Expenses, unless such losses are caused by nuclear, chemical or biological attack or the disturbances were already taking place at the beginning of any trip.
- 33. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
- 34. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

# **General Conditions Applicable to All Sections of the Policy**

You must comply with the following conditions to have the full protection of your policy. If you do not comply, we may at our option cancel the policy or refuse to deal with your claim or reduce the amount of any claim payment.

## 1. Dual insurance

If, at the time of any **incident** which results in a claim under this policy, there is another insurance covering the same loss, damage, expense, or liability, then **you** must disclose this to **us** at the time of submitting a claim. In these circumstances, **we** will not be liable to pay or contribute more than **our** proportional share (not applicable to Section 3 – Personal Accident).

Under Section 4 – Medical and Other Expenses, in the event that **you** hold a private health insurance policy, **your** private health insurer must pay the first amount as stated in their policy and **we** will commence cover once that limit has been reached.

## 2. Reasonable precautions

You must take, at all times, all reasonable precautions to avoid injury, serious illness, disease, loss, theft or damage and take all reasonable steps to safeguard your property from loss or damage and to recover any lost or stolen property.

## 3. Cancellation Period

## Statutory Cancellation Period - Cancellation within 14 working days of the purchase date

You are free to cancel this policy at any time. If you wish to cancel within 14 days of receipt of the policy documents, you may do so by contacting your issuing agent in writing at the address on your certificate of insurance for a refund, providing that you have not travelled and no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred. The policy will be cancelled with effect from its date of issue.

## Cancellation Outside the Statutory Cancellation Period - Cancellation after 14 working days of the purchase date

You may cancel this policy at any time after the Statutory Cancellation Period by contacting **your** issuing agent at the address shown on **your certificate of insurance**. If **you** cancel after the Statutory Cancellation Period, no premium refund will be made. We reserve the right to cancel the policy by providing 21 days' notice by registered post to **your** last known address, in which case a pro rata refund of **your** premium will be made. We reserve the right to make no refund of **your** premium in the event of a serious breach, such as fraud.

If **you** cancel after the first 14 days of receipt of the documents no premium refund will be made. See the Cooling Off - Policy Cancellation Provisions for full details.

## Cancellation by White Horse Insurance Ireland dac

We may, at any time, cancel any insurance policy by giving 14 working days' notice in writing where there is a valid reason for doing so. A cancellation notice will be sent to **you** by email or by post to **your** last known address. Valid reasons may include, but are not limited to:

- Where we reasonably suspect fraud;
- Non-payment of premium;
- Threatening and abusive behaviour;
- Non-compliance with policy terms and conditions; and
- The policyholder has not taken reasonable care to provide complete and accurate answers to the questions we ask.

If we cancel the policy and/or any additional covers, you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover. Where our investigations provide evidence of fraud or misrepresentation, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when the policyholder provided us with incomplete or inaccurate information. This may result in this policy being cancelled from the date you originally took it out and we will be entitled to keep the premium. If the policy is cancelled because of fraud or misrepresentation, this may affect your eligibility for insurance with us, as well as other insurers, in the future.

## Non-Payment of Premiums

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

## 4. Duty of care

You must take care to answer all questions honestly and to the best of **your** knowledge. You must not make any misrepresentation of a fact that could influence **us** in accepting this insurance; this includes the **trip** destination, duration and age of all insureds on this policy.

# **Sports and Activities**

Sports and activities are only covered on a non-competitive, non-professional, **incidental basis**. You are not covered when participating in any sports or activity training courses or qualification course(s). Under no circumstances will any claims arising from any activities not listed be covered regardless of whether undertaken as part of an organised excursion or event.

You are covered under Section 4 – Medical and Other Expenses and Section 5 – Medical Inconvenience Benefit for the following activities provided that the activity is on an **incidental basis**. Under this insurance contract, **incidental basis** means that the sport or activity **you** are taking part in on **your trip** is on a strictly amateur basis and is not the specific reason for **you** going on **your trip**. Any sport or activity marked with \* is excluded under Section 3 – Personal Accident and Section 8 – Personal Public Liability.

If **you** participate in any listed activity below, **you** are required at all times to wear the appropriate safety equipment for that activity (for example protective clothing and/or suitable head protection). Please note that a general exclusion of cover exists under **your policy** with **us** for claims arising directly or indirectly from **your** "self-exposure to needless peril".

If **you** use a motorised vehicle during **your trip**, **you** must hold a full and valid current Republic of Ireland or United Kingdom driving licence that permits the use of such vehicles in **your trip** destination.

Sport and Activity Description / Title	Personal Accident is	Personal Liability Cover is
Archery*	Excluded	Excluded
Badminton	Standard	Standard
Baseball	Standard	Standard
Basketball	Standard	Standard
Beach Games	Standard	Standard
Bungee Jump (maximum of 3 jumps per <b>trip</b> )	Standard	Standard
Body Boarding	Standard	Standard
Bowls / Bowling	Standard	Standard
Camel Riding	Standard	Excluded
Canoeing (including white water canoeing, grades 1 - 3 only, rivers only) *	Excluded	Excluded
Clay Pigeon Shooting*	Excluded	Excluded
Climbing (indoors on climbing wall only)	Standard	Standard
Cricket	Standard	Standard
Curling	Standard	Standard
Cycling (helmet recommended, leisure only, not racing or downhill racing)	Standard	Standard
Dingy Sailing	Standard	Excluded
Elephant Riding / Trekking*	Excluded	Excluded
Falconry	Standard	Standard
Fell Walking / Running (under 1,000 metres altitude) *	Excluded	Excluded
Fencing*	Excluded	Excluded
Field Hockey*	Excluded	Excluded
Fishing	Standard	Standard
Fives	Standard	Standard
Floorball	Standard	Standard
Flow Riding	Standard	Standard

Sport and Activity Description / Title	Personal Accident is	Personal Liability Cover is
Football (soccer only, excludes American football)	Standard	Standard
Glass Bottom Boats / Bubbles	Standard	Standard
Go Karting (within organisers guidelines) *	Excluded	Excluded
Golf	Standard	Standard
Handball	Standard	Standard
Hiking (under 1,000 metres altitude)	Standard	Standard
Hill Walking (under 1,000 metres altitude)	Standard	Standard
Horse Riding (no polo, hunting, jumping, or racing) *	Excluded	Excluded
Hot Air Ballooning (organised pleasure rides only) *	Excluded	Excluded
Ice Skating (on recognised ice rinks)	Standard	Standard
Indoor Climbing (on climbing wall)	Standard	Standard
Inner Tubing / Tubing	Standard	Standard
Jet Boating (passenger only and no racing or competition) *	Excluded	Excluded
Jet Skiing (no racing)*	Excluded	Excluded
Jogging	Standard	Standard
Karting (no racing)	Standard	Excluded
Kayaking (grades 1 - 3 only, rivers only)	Standard	Standard
Kite Surfing	Standard	Standard
Korfball	Standard	Standard
Netball	Standard	Standard
Octopush	Standard	Standard
Orienteering	Standard	Standard
Paintballing*	Excluded	Excluded
Pedalos	Standard	Standard
Pilates	Standard	Standard
Pony Trekking	Standard	Standard
Racquetball	Standard	Standard
Rambling (under 1,000 metres altitude)	Standard	Standard
Roller Blading (Line Skating / Skate boarding)	Standard	Standard
Rounders	Standard	Standard
Rowing	Standard	Standard
Running, Sprint / Long Distance (amateur)	Standard	Standard
Sail Boarding / Wind Surfing	Standard	Standard
Sailing (if qualified or part of an organised activity in territorial waters only)	Excluded	Excluded
Scuba Diving ++ (down to 30 metres if qualified and not diving alone or accompanied by a qualified instructor - See note below)	Standard	Standard
Skate Boarding	Excluded	Excluded
Snorkelling	Standard	Standard
Soft Ball	Standard	Standard
Squash	Standard	Standard
Stand up paddle boarding	Standard	Standard
Surfing	Standard	Standard
Swimming	Standard	Standard
Table Tennis	Standard	Standard
Tai Chi	Standard	Standard
Tennis	Standard	Standard

Sport and Activity Description / Title	Personal Accident is	Personal Liability Cover is
Tenpin Bowling	Standard	Standard
Trampolining	Standard	Standard
Track Events	Standard	Standard
Tree Canopy Walking	Standard	Standard
Trekking (under 1,000 metres altitude)	Standard	Standard
Tubing	Standard	Standard
Tug of War	Standard	Standard
Volleyball	Standard	Standard
Wake Boarding	Standard	Standard
Walking (under 1,000 metres altitude)	Standard	Standard
Water Polo	Standard	Standard
Water Skiing	Standard	Standard
Whale Watching	Standard	Standard
Wind Surfing / Sail Boarding	Standard	Standard
Wind tunnel flying	Standard	Standard
Zorbing	Standard	Standard
Zip Lining	Standard	Standard

++Scuba diving:

Scuba diving to the below listed depths, provided **you** are diving under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guidelines of the relevant diving or training agency or organisation and **you** are not diving alone:

- PADI Open Water 18 metres
- PADI Advanced Open Water 30 metres\*
- BSAC Ocean Diver 20 metres
- BSAC Sports Diver 30 metres\*
- BSAC Dive Leader 30 metres\*

We must agree with any equivalent qualification. If you do not hold a qualification, we will only cover you to dive to a depth of 18 metres. You will not be covered under this policy if you travel by air within 24 hours after participating in scuba diving.

# **Important Conditions Relating To Health**

This insurance is designed to cover **you** for unforeseen events, **accidents** and **serious illnesses** occurring during the **period of insurance**. **You** must comply with the following conditions to have the full protection of **your policy**. **You** must comply with the Important Conditions Relating to Health section to have the full protection of **your policy**. **We** will not pay for claims which are in any way related to any **existing medical condition(s)**.

This insurance is designed to cover you for unforeseen events, accidents and serious illnesses occurring during the period of insurance.

It is essential that **you** read and understand this Important Conditions Relating to Health section of **your policy**. If, after reading the section, **you** decide that this **policy** does not meet **your** requirements or if **you** have any **existing medical condition(s)** which are not covered, **you** should consider purchasing an alternative insurance policy that meets **your** specific needs.

Please refer to the General Conditions Applicable to the Whole Policy section and **your** entitlements to cancel this policy. **You** should also refer to the General Exclusions Applicable to All Section of the Policy section. If **you** are in any doubt, please contact Accident & General Insurance Services Ltd on: (01) 874 8458.

You and all **insured persons** on this policy must comply with the Medical Declaration and the Important Conditions Relating to Health section to have the full protection of the policy.

## Medical Declaration

This Medical Declaration forms part of **your certificate of insurance**. In the event **you** have a claim, it is important that **you** are able to comply with both. **We** reserve the right to decline cover related to any existing conditions and/or offer limited cover only. There is no cover for any **medical conditions** where a terminal prognosis has been given.

At the time of booking and at the start date of **your trip**, **you** (and all **insured persons** on this policy) must be:

- Healthy & fit to travel.
- Not travelling against medical advice
- Taking the recommended treatment or prescribed medication as directed by a medical practitioner.
- Not travelling to obtain medical treatment abroad.

## Important Health Requirements Relating to You

Prior to and at the time of purchasing this insurance policy:

- a) You are not aware of any reason why the trip should be cancelled or curtailed;
- b)**You** are not currently receiving treatment and/or **you** are not currently on a waiting list for any hospital inpatient or outpatient treatment;
- c) You are not travelling against the advice of a **medical practitioner** and/or for the purpose of obtaining medical treatment and/or you are not travelling if a terminal prognosis has been given; and
- d)**You** have obtained medical opinion on the advisability of taking the **trip** where **you** have received medical treatment as a hospital inpatient or outpatient during the 12 months preceding the **trip** booking.

# Important Health Requirements Relating to **Close Relative**, **Travelling Companion** or Person **You** Intend to Stay With During **Your Trip**

This policy will not cover any claims under Section 1 - Cancellation and Section 2 – Curtailment arising directly or indirectly from any **medical condition** affecting any **close relative**, **travelling companion** or person with whom **you** intend to stay with whilst on **your trip** if:

- A. Prior to the time of booking the **trip** and or purchasing this insurance:
  - i. a terminal diagnosis has been received; or
  - ii. if they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or clinic; or
- B. During the 90 days immediately prior to the time of booking the trip and or purchasing this insurance:
  - i. they had required surgery, inpatient treatment or hospital consultations; or
  - ii. required any form of treatment and / or required more than 1 prescribed medication.

## Medical Declaration - Important Note

- 1. If someone has answered the medical declaration on **your** behalf, it is **your** responsibility to ensure that all answers given are correct and accurate.
- 2. If **you** fail to disclose a **medical condition** or if **your** answers to the medical declaration questions are incorrect, this may result in **your** claim being turned down and **your** cover under this policy being invalid.
- 3. If you have been diagnosed as having a terminal illness, this policy is not suitable for you and we cannot offer you cover.
- 4. This policy cannot provide cover relating directly or indirectly to any **medical condition(s)** where **you** are on a waiting list or are receiving hospital treatment or are awaiting the results of any tests or investigations at the time of booking the insurance cover and/or **trip**.

## Pregnancy and Childbirth

This policy is designed to provide cover for unforeseen events. Pregnancy and childbirth are not considered as unforeseen events.

In particular, cover is provided under Section 1 – Cancellation, Section 2 – Curtailment, Section 4 – Medical and Other Expenses and Section 5 – Additional Hospital Benefit for unforeseen **bodily injury** or illness. Pregnancy and Childbirth are not considered to be either an illness or injury.

For the avoidance of doubt, please note that cover is ONLY given under Section 1 – Cancellation, Section 4 – Medical and Other Expenses and 5 –Medical Inconvenience Benefit of this policy for claims arising from **complications of pregnancy and childbirth**. Please make sure you read the definition of **complications of pregnancy and childbirth** given under the definitions section below.

## This is Not a Private Medical Insurance Policy

This is not a private medical insurance policy and only gives cover in the event of an **accident** or sudden **serious illness** that requires emergency treatment whilst outside **your home country**. If **you** plan to receive elective treatment (treatment that is not necessary, but which **you** have chosen to have) when **you** travel on a **trip** or choose to have any treatment abroad which is not an emergency, this will not be covered under the policy. If **you** need any medical treatment which results in a claim under this insurance, **we** will expect **you** to allow **us** or **our** representatives unrestricted and reasonable access to all of **your** medical records and information. It is essential that **you** read and understand the Medical Warranty and Important Conditions Relating to Health section of **your** policy wording to have the full protection of **your** policy.

## Reciprocal Health Agreements: EHIC and Medicare

If **you** are an Irish resident **you** are entitled to health care through the public system in countries of the European Union (EU), European Economic Area (EEA) and Switzerland if **you** become ill or injured while on a temporary stay there. If **you** are travelling to another EU, EEA country or Switzerland, **we** strongly recommend **you** apply for and obtain a European Health Insurance Card (EHIC) for **yourself** and/or family and make sure that any medical treatment is provided at hospitals or by doctors working within the terms of the reciprocal health care agreement, unless the **Emergency Assistance Service** agree otherwise. If **you** are admitted to a private clinic, **you** may be transferred to a public hospital as soon as the transfer can be arranged safely.

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

- VHI Assistance: Tel +353 1 448 2444
- Laya Healthcare Assistance: Tel +353 21 422 2204
- Irish Life Health Assistance: Tel +353 1 481 7840

## Australia

If **you** require medical treatment in Australia, **you** must enrol with a local Medicare office. **You** do not need to enrol on arrival, but **you** must do this after the first occasion **you** receive treatment.

Inpatient and outpatient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be obtained by the Australian embassy in **Ireland** by contacting 01 664 5300 or www.ireland.embassy.gov.au.

If you are admitted to hospital, contact must be made with the **Emergency Assistance Service** as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE.

## **Payment For Medical Treatment**

## Inpatient expenses

If you are admitted to a hospital/clinic while on a trip, the Emergency Assistance Service will arrange for medical expenses covered by the policy to be paid directly to the hospital/clinic. To take advantage of this benefit someone must contact the Emergency Assistance Service for you as soon as possible.

## Outpatient expenses

For outpatient treatment, you should pay the doctor/hospital/clinic yourself and claim back medical expenses from us after your outpatient treatment.

Please beware of requests for **you** to sign for excessive treatment or charges. If in doubt regarding any such requests, please call the **Emergency Assistance Service** for guidance.

## Contacting the Emergency Medical Assistance Service

In the event of a **serious illness** or **bodily injury** which leads to **you** being an inpatient in **hospital** or before any arrangements are made for repatriation, **you** must contact the **Emergency Assistance Service**. The service is available to **you** and operates 24 hours a day, 365 days a year for advice, assistance, repatriation and authorisation of medical expenses. If this is not possible because the condition requires immediate emergency treatment, **you** must contact the **Emergency Assistance Service** as soon as possible. The **Emergency Assistance Service** has the medical expertise, contacts and facilities to help should **you** be injured in an **accident** or fall ill. The **Emergency Assistance Service** will also arrange to transport **you** to **your home country** when this is considered to be medically necessary.

Private medical treatment may not be covered unless authorised specifically by the Emergency Assistance Service.

The Emergency Assistance Service are open 24/7 for advice and assistance with your return home. The Emergency Assistance Service will also arrange transport home if you have news of serious illness, deterioration or death of a close relative at home.

To obtain assistance please call our Emergency Assistance Service. For all other claims, contact the Claims Team:

Emergency Assistance Service 24 hour worldwide medical & Emergency Assistance Service. If you need emergency medical treatment, need to go to hospital or need to return home earlier than planned.	Phone: +44 1733 224 875
<u>Claims Team</u>	Phone: +353 1 533 7352
For any claim other than for emergency medical treatment.	Email: <u>claims@white-horse.ie</u>

Telephone calls are recorded and may be monitored.

# Section 1 – Cancellation

This insurance policy provides cover for cancellation for specific reasons only. Please note that even if **you** claim for a reason that is unforeseen or out of **your** control, there is no cover under this insurance policy unless the reason is listed under the "What is Covered" section below.

# What is Covered

We will pay you, up to the amount shown in the Schedule of Cover, for any irrecoverable unused travel and accommodation costs and other pre-paid charges which you have paid or are legally contracted to pay together with any reasonable additional travel expenses incurred if cancellation of the trip is necessary and unavoidable as a result of any of the following events occurring:

- 1. The death, bodily injury, serious illness or complication of pregnancy and childbirth of:
  - a) **you**;
  - b) your travelling companion;
  - c) any person you are intending to travel with and on whom your trip depends;
  - d) any person you have arranged to stay with during your trip; or
  - e) your close relative.
- 2. You or your travelling companion
  - a) receiving a **positive COVID diagnosis** within 14 days of the start of **your trip** following a positive PCR test or a **certified antigen test** with a positive result; or
  - b) being admitted to hospital with a **positive COVID diagnosis** within 28 days of the start of **your trip** following a positive PCR test or a **certified antigen test** with a positive result.
- 3. Your close relative or close business associate being admitted to hospital with a positive COVID diagnosis at the start of or during your trip as certified by a medical practitioner.
- 4. Jury service attendance or being called as a witness at a court of law of **you** or **your travelling companion**.
- 5. **Redundancy** (which qualifies for payment under the current Irish **redundancy** payment legislation and at the time of booking the **trip** there was no reason to believe anyone would be made **redundant**) of **you** or **your travelling companion**.
- In the event of burglary at your home within 2 days start of your trip or the Gardaí/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.

# What is not covered

We will not pay for any claims arising directly or indirectly from the following:

- 1. The excess of each and every claim, as shown in the Schedule of Cover.
- 2. Under point 2 or 3 of 'What is Covered', **you** will not be covered for any claim event occurring within 28 days of the date **you** purchased this insurance or the time of booking any **trip**, whichever is the later, except where the insurance is purchased within 48 hours of booking the **trip**.
- 3. There will be no cover for cancelling **your trip** due to:
  - a) restrictions implemented by any government or administration; or
  - b) actions taken by a transport or accommodation provider;

if those restrictions or actions relate to a **pandemic** and/or **epidemic** illness (as declared by the World Health Organization), including **COVID**.

- 4. COVID, where you have not received a positive COVID diagnosis or a certified antigen test with a positive result.
- 5. Any home or self-administered **COVID** rapid antigen test(s).
- 6. Under point 1 of 'What is Covered', if a medical certificate has not been obtained from the attending **medical practitioner** confirming it is necessary to cancel the **trip**.
- 7. Anything arising directly or indirectly from the following causes:
  - a) prohibitive regulations by the government of any country.
  - b) any circumstance known to **you** likely to cause cancellation.
- 8. The cancellation of **your trip** if it is as a result of a **hospital** inpatient or outpatient waiting list placement becoming available.
- 9. Anything related directly or indirectly to a **medical condition** where a terminal prognosis has been given prior to the purchase of this insurance.
- 10. Any claim arising directly or indirectly from any **medical condition** affecting any **close relative**, **travelling companion** who is not insured under this policy or any person with whom **you** intend to stay with whilst on **your trip** if:
  - a) A terminal prognosis has been received prior to the booking date of the trip and/or this insurance; or

- b) They were on a waiting-list or had knowledge of the need for surgery, inpatient treatment or investigation at any hospital or clinic at the booking date of the trip and/or insurance; or
- c) During the 90 days immediately prior to the booking the **trip** and/or insurance they had:
  - i. Required surgery, inpatient treatment or hospital consultations; or
  - ii. Required any form of treatment or more than 1 prescribed medication.
- 11. Normal pregnancy, without any accompanying **bodily injury**, **serious illness**, disease or **complication of pregnancy and childbirth**. This section is designed to provide cover for unforeseen events, **accidents**, **serious illnesses** and diseases and normal childbirth would not constitute an unforeseen event.
- 12. Cancellation caused by pregnancy or childbirth unless the cancellation is certified by a **medical practitioner** as necessary due to **complications of pregnancy and childbirth**.
- 13. **Redundancy** caused by or resulting from misconduct leading to dismissal or from resignation or voluntary **redundancy** or where a warning or notification of **redundancy** was given prior to the date this insurance is purchased by **you** or the time of booking any **trip** (whichever is the earlier).
- 14. Circumstances known to **you** prior to the date this insurance is purchased by **you** or the time of booking any **trip** (whichever is the earlier), which could reasonably have been expected to give rise to cancellation of the **trip**.
- 15. Any costs relating to airport taxes, airport departure duty and/or charges, service charges, facility charges, user fees, security charges or air passenger duty. Note: **You** should obtain a refund from **your** carrier for such charges.
- 16. Any costs arising from the withdrawal from service of the aircraft on which **you** are booked to travel as a result of ash or other debris arising from a volcano. **You** should direct any claim in this event to the transport operator involved.
- 17. Travel tickets paid for using any mileage or supermarket reward scheme, for example Avios.
- 18. Accommodation costs paid for using any Timeshare or Holiday Property Bond or other holiday points scheme.
- 19. Your failure to obtain the required passport or visa.
- 20. Your failure to comply with the Important Conditions Relating to Health section.
- 21. Anything mentioned in in the General Exclusions.

# Special conditions relating to claims

- 1. Your cancellation must be necessary and unavoidable in order for you to claim. Disinclination to travel as arranged will not be covered.
- 2. If **you** fail to notify the travel agent, tour operator or provider of transport/accommodation, at the time it is found necessary to cancel the **trip**, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.
- 3. If you cancel the trip due to:
  - a) stress, anxiety, depression or any other mental or nervous disorder that **you** are suffering from **you** must provide (at **your** own expense) a medical certificate from a consultant specialising in the relevant field; or
  - b) any other bodily injury, serious illness, disease or complication of pregnancy and childbirth, you must provide (at your own expense) a medical certificate from a medical practitioner stating that this necessarily and reasonably prevented you from travelling on your trip.
- 4. In the event of the cancellation of **your trip** due to a **positive COVID diagnosis**, **we** will require (at **your** own expense) a copy of the positive PCR test or a **certified antigen test** with a positive result confirming **your positive COVID diagnosis**.
- 5. If you cancel your trip because your presence is required by the Gardaí/police in connection with burglary or fire affecting your home during your trip, you must produce to us written documentation from the Gardaí/police confirming that the loss or damage occurred during the trip.

## Section 2 – Curtailment

This insurance policy provides cover for **curtailment** for specific reasons only. Please note that even if **you** claim for a reason that is unforeseen or out of **your** control, there is no cover under this insurance policy unless the reason is listed under the "What is Covered" section below.

Claim payments for **curtailment** are calculated pro-rata on the total cost of the **trip** paid in advance after deducting the cost of the outward and return transport. The calculation will start on the date of return to **your home country**.

# What is Covered

We will pay you, up to the amount shown in the Schedule of Cover, for any **irrecoverable** unused travel and accommodation costs and other pre-paid charges which you have paid or are legally contracted to pay together with any reasonable additional travel expenses incurred if the **trip** is curtailed before completion as a result of any of the following events occurring:

- 1. The death, bodily injury, serious illness or complication of pregnancy and childbirth of:
  - a) **you**;
  - b) your travelling companion;
  - c) any person you have arranged to stay with during your trip;
  - d) your close relative; or
  - e) your close business associate.
- 2. You or your travelling companion or any person you have arranged to stay with during your trip;
  - a) receiving a **positive COVID diagnosis** within 14 days of the start of **your trip** following a positive PCR test or a **certified antigen test** with a positive result; or
  - b) being admitted to hospital with a **positive COVID diagnosis** within 28 days of the start of **your trip** following a positive PCR test or a **certified antigen test** with a positive result.
- 3. Your close relative or close business associate being admitted to hospital with a positive COVID diagnosis.
- 4. In the event of burglary at **your home** or place of business within 2 days of the start of **your trip** or the Gardaí/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**.

# What is not covered

We will not pay for any claims arising directly or indirectly from the following:

- 1. The excess of each and every claim, as shown in the Schedule of Cover.
- Under point 2 or 3 of 'What is Covered', you will not be covered for any claim event occurring within 28 days of the date you purchased this insurance or the time of booking any trip, whichever is the later, except where the insurance is purchased within 48 hours of booking the trip.
- 3. There will be no cover for curtailment of your trip due to:
  - a) restrictions implemented by any government or administration; or
  - b) actions taken by a transport or accommodation provider;

if those restrictions or actions relate to a **pandemic** and/or **epidemic** illness (as declared by the World Health Organisation), including **COVID.** 

- 4. COVID, where you have not received a positive PCR test or a certified antigen test with a positive result.
- 5. Any home or self-administered COVID rapid antigen test(s).
- 6. Any claims under point 1 if they occur as a result of **COVID**.
- 7. The cost of **your** unused original pre-booked tickets if the cost of reasonable additional travelling expenses is paid by **us**.
- 8. Any claims that are not confirmed as medically necessary and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming it is necessary to **curtail** the **trip**.
- 9. Anything arising directly or indirectly from the following causes:
  - a) prohibitive regulations by the government of any country.
  - b) any circumstance known to you likely to cause curtailment.
- 10. The curtailment of your trip if it is as a result of a hospital inpatient or outpatient waiting list placement becoming available.
- 11. Anything related directly or indirectly to a **medical condition** where a terminal prognosis has been given prior to the purchase of this insurance.
- 12. Any claim arising directly or indirectly from any **medical condition** affecting any **close relative**, **travelling companion** who is not insured under this policy or person with whom **you** intend to stay with whilst on **your trip** if:
  - a) A terminal prognosis has been received prior to the booking date of the trip and/or this insurance; or

- b) They were on a waiting-list or had knowledge of the need for surgery, inpatient treatment or investigation at any **hospital** or clinic at the booking date of the **trip** and/or insurance; or
- c) During the 90 days immediately prior to the booking date of the trip and/or insurance they had:
  - i. Required surgery, inpatient treatment or hospital consultations; or
  - ii. Required any form of treatment or more than 1 prescribed medication.
- 13. Normal pregnancy, without any accompanying **bodily injury**, **serious illness**, disease or **complication of pregnancy and childbirth**. This section is designed to provide cover for unforeseen events, **accidents**, **serious illnesses** and diseases and normal childbirth would not constitute an unforeseen event.
- 14. Curtailment caused by pregnancy or childbirth unless the curtailment is certified by a medical practitioner as necessary due to complications of pregnancy and childbirth.
- 15. Circumstances known to **you** prior to the date this insurance is purchased by **you** or the time of booking any **trip** (whichever is the earlier), which could reasonably have been expected to give rise to **curtailment** of the **trip**.
- 16. Any costs relating to airport taxes, airport departure duty and/or charges, service charges, facility charges, user fees, security charges or air passenger duty. Note: **You** should obtain a refund from **your** carrier for such charges.
- 17. Any costs arising from the withdrawal from service of the aircraft on which **you** are booked to travel as a result of ash or other debris arising from a volcano. **You** should direct any claim in this event to the transport operator involved.
- 18. Travel tickets paid for using any mileage or supermarket reward scheme, for example Avios.
- 19. Accommodation costs paid for using any Timeshare or Holiday Property Bond or other holiday points scheme.
- 20. Your failure to obtain the required passport or visa.
- 21. Your failure to comply with the Important Conditions Relating to Health section.
- 22. Anything mentioned in the General Exclusions.

# Special conditions relating to claims

- Your curtailment must be necessary and unavoidable in order for you to claim. Disinclination to travel as arranged will not be covered. You must obtain a medical certificate from a medical practitioner and prior approval of the Emergency Assistance Service to confirm the necessity to return home prior to curtailment of the trip due to death, bodily injury, serious illness or complications of pregnancy and childbirth.
- 2. In the event of the **curtailment** of **your trip** due to a **positive COVID diagnosis**, **we** will require (at **your** own expense) a copy of the positive PCR test or a **certified antigen test** with a positive result confirming **your positive COVID diagnosis**.
- 3. If **you curtail your trip** because **your** presence is required by the Gardaí/police in connection with burglary or fire affecting **your home** during **your trip**, **you** must produce to **us** written documentation from the Gardaí/police confirming that the loss or damage occurred during the **trip**.

## Section 3 – Personal Accident

# What is Covered

We will pay you, up to the amount shown in the Schedule of Cover, if you sustain an accidental bodily injury which shall solely and independently of any other cause, result within 12 months in your death, loss of limb, loss of sight or permanent total disablement. If you are aged under 18 years or 65 years and over, the death benefit will be limited to funeral and other expenses up to €3,000 and the permanent total disablement benefit will not apply.

## **Provisions**

- 1. Benefit is not payable to **you**:
  - a) under more than one of the items shown in the Schedule of Cover.
  - b) under permanent total disablement, until one year after the date you sustain accidental bodily injury.
  - c) under **permanent total disablement**, if **you** are able or may be able to carry out any relevant employment or relevant occupation.
- 2. The death benefit payment will be paid into the deceased's estate.

# What is not covered

We will not pay for any claims arising directly or indirectly from the following:

- 1. Injury not caused solely by accidental bodily injury.
- 2. Your permanent total disablement caused by mental or psychological trauma not involving your accidental bodily injury.
- 3. Any claims for accidental bodily injury caused by or arising directly or indirectly from:
  - a) disease or any physical defect or illness.
  - b) any injury which existed prior to the commencement of the trip.
  - c) pregnancy.
- 4. Claims arising directly or indirectly as a result of **your** failure to comply with the Important Conditions Relating to Health.
- 5. Anything mentioned in the General Exclusions.

# Special condition relating to claims

1. Our medical practitioner may examine you as often as they deem necessary in the event of a claim.

# Section 4 – Medical and Other Expenses

# What is Covered

We will pay you, up to the amount shown in the Schedule of Cover, for the following medical and related expenses, including emergency expenses which are necessarily incurred as a result of you suffering unforeseen bodily injury, illness, disease or complication of pregnancy and childbirth during your trip:

- 1. Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred outside of your home area.
- 2. Emergency dental treatment for the immediate relief of pain (to natural teeth only and not requiring the use of precious metals), up to a limit of €450 incurred outside of **your home country**.
- 3. Reasonable and necessary costs for additional accommodation and travelling expenses (economy class unless otherwise agreed by the Emergency Assistance Service) incurred up to the standard of your original booking if it is medically necessary for you to remain beyond your scheduled return date. This includes, with prior authorisation of the Emergency Assistance Service, reasonable accommodation and travelling expenses for a friend, travel companion or close relative to travel to, remain with you and accompany you home if you are unable to use the return ticket.

In the event of a **positive COVID diagnosis** abroad, the policy will cover reasonable additional transport (economy class) or accommodation expenses incurred, up to the standard of **your** original booking if **you** must extend **your** stay, up to the amounts of €2,000.

- 4. In the event of **your** death, reasonable expenses incurred for the conveyance of the body or ashes to **Ireland** or local funeral expenses abroad which are limited to €1,250.
- 5. With the prior authorisation of the Emergency Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate you to your home if it is medically necessary. Repatriation expenses will be in respect only of the identical class of travel utilised on the outward journey, unless the Emergency Assistance Service agree otherwise.

If, in the opinion of the Emergency Assistance Service, you are fit to travel, we reserve the right to:

- a) Repatriate you to your home country; or
- b) Arrange for **your** transfer to another hospital, clinic or location of **our** choice abroad.

# What is not covered

We will not pay for any claims arising directly or indirectly from the following:

- 1. The excess of each and every claim as shown in the Schedule of Cover.
- 2. Any sums which can be recovered by **you**, and which are covered under any National Health Insurance Scheme, VHI, Laya Healthcare, Irish Life Health, any other private medical insurer, EHIC or any Reciprocal Health Arrangement.
- 3. Any pre-planned or expected medical treatment or diagnostic procedure.
- 4. Any treatment which is not a surgical or medical procedure with the sole purpose of curing or relieving acute unforeseen illness or injury.
- 5. The cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital.
- 6. Normal pregnancy, without any accompanying **bodily injury**, illness, disease or **complication of pregnancy and childbirth**. This section is designed to provide cover for unforeseen events, **accidents**, illnesses and diseases and normal childbirth would not constitute an unforeseen event.

- 7. Treatment or services provided by a private clinic or hospital, health spa, convalescent home or any rehabilitation centre, unless confirmed as medically necessary by the **Emergency Assistance Service**.
- 8. Additional costs arising from single or private room accommodation, unless medically necessary.
- 9. Expenses incurred as a result of **your** decision not to be repatriated after the date when in the opinion of the **Emergency Assistance Service** it is safe to do so.
- 10. Any expenses incurred for illness, injury or treatment required in consequence of:
  - a) Surgery or medical treatment which in the opinion of the attending **medical practitioner** and the **Emergency Assistance Service** can or could have been reasonably delayed until **your** return to **your home country**.
  - b) Expenses incurred in obtaining or replacing medication which at the time of departure is known by **you** to be required or to be continued outside **your home country**.
- 11. Preventative treatment which can be delayed until your return to your home country.
- 12. Any expenses incurred after **you** have returned to **your home area**.
- 13. Your claim if you have not obtained a written certificate of fitness and ability to travel where you are undergoing medical treatment at the time of paying the final **trip** balance.
- 14. Any elective (non-emergency) treatment or surgery, including exploratory tests e.g., **COVID** tests which are not directly related to the illness or the injury which necessitated **your** admittance into hospital.
- 15. Any expenses which are not usual, reasonable or customary to treat your bodily injury or illness.
- 16. Treatment for cosmetic purposes.
- 17. Any dental treatment or diagnostic procedure which is not solely for the immediate relief of pain or discomfort, or to alleviate distress in eating.
- 18. Expenses incurred as a result of a tropical disease when **you** have not had the recommended inoculations and/or taken the recommended medication.
- 19. Medical treatment in your home country.
- 20. Anything related directly or indirectly to a condition where a terminal prognosis has been given prior to the purchase of this insurance.
- 21. Any claims arising directly or indirectly in respect of:
  - a) Costs of telephone calls other than:
    - i. Calls to the **Emergency Assistance Service** notifying and dealing with the problem for which **you** are able to provide receipts or other reasonable evidence to show the cost of the calls and the numbers **you** telephoned.
    - ii. Any costs incurred by **you** when **you** receive calls on **your** mobile telephone from the **Emergency Assistance Service** for which **you** are able to provide receipts or other reasonable evidence to show the cost of the calls.
  - b) The cost of taxi fares, other than those for travel to or from hospital relating to **your** admission, discharge, attendance for outpatient treatment or appointments or for collection of medication prescribed by the hospital.
- 22. Air-sea rescue and transfer costs.
- 23. Your failure to comply with the Important Conditions Relating to Health section.
- 24. Anything mentioned in the General Exclusions.

# Special conditions relating to claims

- 1. You must give notice immediately to the **Emergency Assistance Service** of any **bodily injury** or illness which necessitates **your** admittance to hospital as an in-patient or before any arrangements are made for **your** repatriation.
- 2. 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 the Emergency Assistance Service, you can be moved safely and/or travel safely to Ireland to continue treatment.
- 3. For medical expenses incurred in the United States of America (USA), **we** will only pay for reasonable and necessary emergency treatment, surgical, hospital and transportation costs in accordance to the negotiated rate with the provider, if one exists. If no negotiated rate with a provider exists, then **we** will pay a maximum amount of 150% of the USA Medicare rate.
- 4. You must claim against your private health insurer first for any inpatient medical expenses abroad up to your policy limit.
- 5. As often as we require, you shall submit to medical examination at our expense. In case of the death of an insured person, we shall be entitled to have a postmortem 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 that we require.
- 6. You will be required to reimburse to us, within one month of our request to you, any costs or expenses we have paid out on your behalf which are not covered under the terms of the insurance.
- 7. All receipts must be retained and produced in the event of a claim; **your** claim may be rejected if receipts are not produced.

# What is Covered

We will pay you, up to the amount shown in the Schedule of Cover, for every complete 24 hours you have to stay in hospital as an inpatient during the trip outside of Ireland as a result of bodily injury or serious illness you sustain.

We will pay the amount above in addition to any amount payable under Section 4 – Medical and Other Expenses.

This payment is meant to help **you** pay for additional expenses such as taxi fares and phone calls incurred during **your** stay in **hospital**.

## What is not covered

We will not pay for any claims arising directly or indirectly from the following:

- 1. Anything listed under 'What is not covered' under Section 4 Medical and Other Expenses.
- 2. Any claims arising directly or indirectly from:
  - a) Any additional period of hospitalisation relating to treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury** or **serious illness** which necessitated **your** admittance into **hospital**.
  - b) Hospitalisation relating to any form of treatment or surgery which in the opinion of the **medical practitioner** in attendance and the **Emergency Assistance Service** can be delayed reasonably until **your** return to **Ireland**.
  - c) Any additional period of hospitalisation relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
  - d) Any additional period of hospitalisation or confinement to your accommodation on the orders of a medical practitioner following your decision not to be repatriated after the date when in the opinion of the Emergency Assistance Service it is safe to do so.
- 3. For anything mentioned in the General Exclusions.

# Special condition relating to claims

1. You must give notice as soon as possible to the Emergency Assistance Service or us of any bodily injury or serious illness which necessitates your admittance to hospital as an inpatient on the orders of a medical practitioner.

# Section 6 - Baggage & Delayed Baggage

# What is Covered

## A. Baggage

We will pay you, up to the amount shown in the Schedule of Cover for the accidental loss of, theft of or damage to baggage. The amount payable will be the original price paid for the item, less a deduction for wear, tear and depreciation, (or we may at our option replace, reinstate or repair the lost or damaged baggage). The maximum we will pay for any single item, and in total for valuables is as shown in the Schedule of Cover.

## B. Delayed Baggage

We will also pay you up to the amounts shown in the Schedule of Cover for delayed **baggage** to cover the emergency replacement of clothing, medication and toiletries (original receipts will be necessary in the event of a claim) if your baggage is temporarily lost in transit during the outward journey and not returned to you within 12 hours, provided written confirmation is obtained and sent to us from the carrier, confirming the number of hours the baggage was delayed. If the loss is permanent, the amount paid will be deducted from the final amount to be paid under this section. Cover applies to your outward journey only.

## **Baggage Limits of Cover:**

1. In the event of a claim in respect of a **pair or set** of articles, **we** shall be liable only for the value of that part of the **pair or set** which is lost, **stolen**, damaged or destroyed. The maximum **we** will pay for any one article, or for any one **pair or set** of articles, is shown in the Schedule of Cover.

If **you** cannot provide an original receipt, valuation report or other satisfactory proof of ownership (e.g., a photograph of **you** wearing the article) and value to support the claim, payment for any one article, or for any one **pair or set** of articles, will be limited to a maximum of €75. Evidence of replacement value is not sufficient.

- 2. The maximum we will pay under this policy for:
  - a) Valuables owned by each insured person is shown in the Schedule of Cover (or €100 if the insured person is aged under 16);
  - b) Sunglasses or prescription glasses of any kind is limited to €200 (single article limit);
  - c) Mobile telephones are limited to €150 per insured person;
  - d) Baggage or valuables lost, damaged or stolen from a beach or poolside is limited to €150 per insured person;
  - e) Any cigarettes or alcohol lost, damaged or **stolen** is limited to €75 in total.

# What is not covered

We will not pay for any claims arising directly or indirectly from the following:

- 1. The **excess** of each and every claim as shown in the Schedule of Cover (excluding point B. Delayed **Baggage** above under What is Covered).
- 2. Loss, **theft** of or damage to **valuables** left **unattended** at any time (including in a vehicle or in the custody of carriers), unless deposited in a hotel safe or safety deposit box.
- 3. Loss, theft of or damage to baggage left unattended at any time or contained in or stolen from an unattended vehicle:
  - a) overnight between 9pm and 8am (local time); or
  - b) 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.
- 4. Loss of valuables left as 'checked-in' baggage.
- 5. Loss or damage due to delay, confiscation or detention by customs or other authority.
- 6. If **you** do not exercise reasonable care for the safety and supervision of **your baggage**.
- 7. If **you** do not obtain an official written police report within 24 hours of the discovery in the event of loss, burglary or **theft** of **your baggage**.
- 8. Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, deeds, manuscripts, securities, stamps or documents of any kind, including driving licences and passports, perishable goods, surfboards/sailboards, bicycles, marine equipment or craft or any related equipment or fittings of any kind, ski equipment and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
- 9. Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, **theft**, or **accident** to the aircraft, sea vessel, train or vehicle in which they are being carried.
- 10. Claims arising from damage caused by leakage of powder or liquid carried within personal effects or **baggage**.
- 11. Claims arising for **personal money** and passport(s) these items are otherwise covered under Section 7 Personal Money and Section 9 Loss of Passport.
- 12. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
- 13. Loss, **theft** of or damage to business goods, samples, tools of trade, motor accessories and other items used in connection with **your** business, trade, profession or occupation.
- 14. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning, repairing or restoring, mechanical or electrical breakdown.
- 15. Anything mentioned in General Exclusions.

# Special conditions relating to claims

- 1. You must report to the local police in the country where the **incident** occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, **theft** or attempted **theft** of all **baggage**. A holiday representatives report is not sufficient.
- If baggage 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 an official report from an appropriate local authority. If baggage is lost, stolen or damaged whilst in the care of an airline you must:
  - a) obtain a property irregularity report from the airline.
  - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
  - c) retain all travel tickets and tags for submission if a claim is to be made under this policy.

You must produce to us written documentation from one of the parties listed above (carrier, transport company, authority or hotel) confirming that the loss or **theft** occurred during the **trip** - otherwise no claim will be paid.

- 3. If claiming for **your** goods that were **stolen** or lost **you** should produce proof of purchase of the original goods, for example, receipts, credit card or bank statements, as failure to do so may affect the assessment of the claim.
- 4. If **you** are claiming for damaged or destroyed goods, **you** must produce an estimate of repair from a reputable dealer confirming the estimated cost of repair (salvage to be retained until the claim is completed).

- 5. You must take suitable precautions to secure the safety of your baggage and you must not leave it unsecured or unattended or beyond your reach at any time.
- 6. Receipts for items lost, **stolen** or damaged or proof of ownership should be retained as these will help **you** to substantiate **your** claim.
- 7. We have the option to either pay you for the loss, or replace, reinstate or repair the items concerned.
- 8. Claims are paid based on the value of the goods at the time that they are lost and not on a 'new for old basis' or replacement cost basis; an appropriate deduction is made for **wear, tear and depreciation**. The deduction per item will be made during the assessment of **your** claim is as follows:

Baggage Wear and Tear Table	
Baggage up to 1 year old	We will pay 85% of purchase price
Baggage up to 2 years old	We will pay 70% of purchase price
Baggage up to 3 years old	We will pay 50% of purchase price
Baggage up to 4 years old	We will pay 25% of purchase price
Baggage up to 5 years old	We will pay 10% of purchase price
Baggage over 5 years old	No payment
Baggage - Where there are no receipts (unsubstantiated)	No payment

## European Union (EU) Travel Regulations Information

- Under the European Union (EU) travel regulations, (Montreal Convention), you are entitled to claim compensation from your carrier:
  if your checked-in luggage is damaged or lost by an EU airline you must claim compensation from the carrier within seven days.
  - if your checked-in luggage is delayed you must claim compensation from the carrier within 21 days of its return.

## Section 7 - Personal Money

## What is Covered

We will pay you, up to the amount shown in the Schedule of Cover, for the accidental loss of, theft of or damage to personal money you are carrying on your person or have left in a safety deposit box during a trip. The maximum we will pay to an insured person aged under 16 is  $\leq$ 150.

# What is Not Covered

We will not pay for any claims arising directly or indirectly from the following:

- 1. The excess as shown in the Schedule of Cover.
- 2. Loss, **theft** of or damage to **personal money** left **unattended** at any time (including in a vehicle or in the custody of carriers), unless left in a safety deposit box, in a locked premises and kept out of sight.
- 3. Loss, **theft** of or damage to travellers' cheques if **you** have not complied with the issuer's conditions or where the issuer provides a replacement service.
- 4. Loss or damage due to depreciation in value, variations in exchange rates or shortages due to error or omission.
- 5. Loss or damage due to delay, confiscation or detention by customs or other authority.
- 6. If you do not exercise reasonable care for the safety and supervision of your personal money.
- 7. If **you** do not obtain an official written police report within 24 hours of the discovery in the event of loss, burglary or **theft** of **your personal money**.
- 8. Anything mentioned in the General Exclusions.

## Special Conditions Relating to Claims

- 1. You must report to the local Gardaí/Police in the country where the **incident** occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, **theft** or attempted **theft** of all **personal money**, otherwise no claim will be paid. A Holiday Representatives report is not sufficient.
- 2. Receipts for items lost, **stolen** or damaged or proof of ownership (including foreign currency exchange receipts showing the amount) must be retained as these will help **you** to substantiate **your** claim.
- 3. The maximum we will pay to an insured person aged under 16 is €150.
- 4. Please retain all travel tickets and tags for submission if a claim is to be made under this policy.

# What is Covered

We will pay you, up to the amount shown in the Schedule of Cover (inclusive of legal costs and expenses), against any amount you become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause in respect of:

- 1. Accidental bodily injury to any person who is not in your employment or who is not a close relative, or member of your household or travelling companion.
- 2. Loss of or damage to property that does not belong to and is neither in the charge of or under the control of **you**, a **close relative**, **travelling companion**, anyone in **your** employment or any member of **your** household.
- 3. Damage to **your** temporary **trip** accommodation, that does not belong to **you**, a **close relative**, **travelling companion**, anyone in **your** employment or any member of **your** household.

# What is not covered

We will not pay for any claims arising directly or indirectly from the following:

- 1. Liability which has been assumed by **you** under agreement, unless the liability would have attached in the absence of such agreement.
- 2. Compensation or legal costs arising from:
  - a) Ownership, possession or use of:
    - i. aircraft or watercraft (other than surfboards or manually propelled rowboats, punts and canoes);
    - ii. vessels, sail or powered boats;
    - iii. horse-drawn or mechanically propelled vehicles;
    - iv. animals (other than horses, domestic dogs or cats); or
    - v. firearms.
  - b) The occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings.
  - c) The carrying out of any business, trade, profession or occupation or the supply of goods or services.
  - d) Racing of any kind.
  - e) Wilful or malicious acts
- 3. Liability when indemnity is provided under any other insurance.
- 4. The transmission of any communicable disease or virus.
- 5. Anything mentioned in the General Exclusions.

# Special conditions relating to claims

- 1. You must give us written notice as soon as possible of any incident, which may give rise to a claim.
- 2. You must forward every letter, writ, summons and process to us as soon as you receive it.
- 3. You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without our written consent.
- 4. We will be entitled, if we so desire, to take over and conduct in your name the defence of any claims for indemnity or damages or otherwise against any third party. We shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and you shall give us all necessary information and assistance which we may require.
- 5. In the event of **your** death, **your** legal representative(s) will have the protection of this cover provided that such representative(s) comply(ies) with the terms and conditions outlined in this policy.

## Section 9 – Loss of Passport

# What is Covered

We will pay you up to the amount shown in the Schedule of Cover for the reasonable additional travel and/or accommodation expenses necessarily incurred to obtain a replacement of your lost or stolen passport which has been lost or stolen outside Ireland.

# What is Not Covered

We will not pay for any claims arising directly or indirectly from the following:

1. Loss, **theft** of or damage to **your** passport left **unattended** at any time (including in a vehicle or in the custody of carriers), unless left in a safety deposit box or **your** locked hotel room and kept out of sight.

- 2. Any claim(s) if **you** do not obtain an official written police report within 24 hours of the discovery in the event of loss, burglary or **theft** of **your** passport.
- 3. Loss or damage due to delay, destruction, confiscation or detention by customs or other authority.
- 4. If you do not exercise reasonable care for the safety and supervision of your passport.
- 5. Passport expenses incurred in Ireland.
- 6. Anything mentioned in the General Exclusions.

# **Special Conditions Relating to Claims**

- You must report to the local Gardaí/police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that, and obtain a written report of the loss, theft or attempted theft of your passport, otherwise no claim will be paid. A Holiday Representatives report is not sufficient.
- 2. You must take suitable precautions to ensure the safety of your passport and you must not leave it unsecured, unattended or beyond your reach at any time.

# Section 10 – Travel Delay

# What is Covered

We will pay you up to the amount shown in the Schedule of Cover, for the first completed 12 hours delay and an additional amount for each full 12 hours delay thereafter (up to the maximum amount shown in the Schedule of Cover), if departure of the scheduled **public transport** on which you are booked to travel is delayed at the final departure point from or to **Ireland** for at least 12 hours from the scheduled time of departure due to:

- a) strike or industrial action; or
- b) adverse weather conditions; or

c) mechanical breakdown of or a technical fault occurring in the scheduled **public transport** on which **you** are booked to travel. **You** may only claim under Section 10 – Travel Delay or Section 11 – Missed Departure for the same event, not both.

# What is not covered

We will not pay for any claims arising directly or indirectly from the following:

- 1. Strike or industrial action or air traffic control delay existing or publicly announced by the date you purchased this insurance or at the time of booking any trip, whichever is the later.
- 2. The withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Irish Aviation Authority or a port authority or any similar body in any country.
- 3. The withdrawal from service of the aircraft on which **you** are booked to travel as a result of ash or other debris arising from a volcano. **You** should direct any claim in this event to the transport operator involved.
- 4. Any claim(s) if **your** claim arises from **adverse weather** conditions existing or publicly announced by the date **you** purchased this insurance or at the time of booking any **trip** whichever is the later.
- 5. Anything mentioned in the General Exclusions.

# Special conditions relating to claims

- 1. You must check in according to the itinerary and confirmation booking invoice/ticket terms and conditions.
- 2. You must obtain confirmation from the airline, carrier(s), ship, coach or train company (or their handling agents) in writing stating the duration of and the reason for the delay.
- 3. You must comply with the terms of contract of the travel agent, tour operator or provider of transport.

# Section 11 – Missed Departure

# What is Covered

We will pay you up to the amount shown in the Schedule of Cover, for your reasonable and irrecoverable additional accommodation (room only) and travel expenses necessarily incurred in reaching your overseas destination if you fail to arrive at the international departure point in time to board the public transport on which you are booked to travel on your outward journey from Ireland and/or any connecting flights on your pre-booked journey too late to begin or continue the booked trip as a direct result of:

- 1. the failure of other scheduled **public transport**; or
- 2. an accident to or breakdown of the vehicle in which you are travelling;

provided that every reasonable step has been taken by **you** to complete the journey to the international departure point and/or any **connecting flights** on time.

# What is not covered

We will not pay for any claims arising directly or indirectly from the following:

- 1. Strike or industrial action or air traffic control delay existing or publicly announced by the date you purchased this insurance or at the time of booking any trip, whichever is the later.
- 2. The withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Irish Aviation Authority or a port authority or any similar body in any country.
- 3. The withdrawal from service of the aircraft on which **you** are booked to travel as a result of ash or other debris arising from a volcano. **You** should direct any claim in this event to the transport operator involved.
- 4. Claims if the reason for the failure of the **public transport** service is within the control of the provider.
- 5. Any claim(s) if **your** claim arises from **adverse weather** conditions existing or publicly announced by the date **you** purchased this insurance or at the time of booking any **trip** whichever is the later.
- 6. An **accident** to or breakdown of the vehicle in which **you** are travelling, for which a professional repairers report is not provided.
- 7. Breakdown of any vehicle in which **you** are travelling if the vehicle is owned by **you** and has not been serviced properly and maintained in accordance with manufacturer's instructions.
- 8. Additional expenses where the scheduled **public transport** operator has offered reasonable alternative travel arrangements.
- 9. Anything mentioned in the General Exclusions.

# Special conditions relating to claims

- 1. You must take every reasonable step to commence and complete the journey to the departure point and check in for the flight, sea crossing, coach or train journey on time. You must obtain written confirmation from the carrier(s) stating the reason for and length of the delay.
- 2. You must allow sufficient time for the scheduled **public transport** or other transport to arrive on schedule and to deliver **you** to the departure point.

# Section 12 - Legal Expenses

## What is Covered

We will pay up to the sum insured shown on your Schedule of Cover for:

- 1. Legal costs and expenses incurred by the **insured person**, in the pursuit of compensation and/or damages arising from or out of personal injury or death to the **insured person** on a **trip** during the **period of insurance**.
- 2. In the event that proceedings have been instituted by you under this section and no compensation or limited compensation is received by you, we will indemnify you against claims for fees, costs and expenses arising out of the proceedings, but solely to the extent that these fees, costs and expenses exceed the amount of any compensation received, up to a limit of the sum insured shown on your Schedule of Cover in total under this policy per insured person. This indemnity will be offset against the advance described under point 1 above.

We shall have complete control over the legal proceedings although **you** do not have to accept the lawyer nominated by **us**. Lawyers must be qualified to practice in the courts of the country where the event giving rise to the claim occurred or where the proposed defendant is resident.

If **you** are unable to agree with **us** on a suitable lawyer, **we** will ask the ruling body for lawyers in that country to nominate another lawyer. In the meantime, **we** may appoint a lawyer to protect **your** interests. If an award of compensation is made and payment is received by **you**, or by a lawyer instructed on **your** behalf, then all sums advanced or paid by **us** shall be repaid out of the compensation received.

## What is not covered

We will not pay for any claims arising directly or indirectly from the following:

- 1. For legal costs and associated expenses incurred either prior to the granting of support for **your** claim by **us** or without **our** written consent.
- 2. For legal costs and associated expenses incurred in respect of actions between **insured persons**, members of the same family or household, or actions to enforce a legally binding decision.
- 3. For legal costs incurred and associated expenses in the pursuit of any claim against **us**, the travel agency where **you** purchased this policy of insurance, a travel agent, tour operator, carrier or Accident & General Insurance Services Ltd.

- 4. For legal costs or associated expenses incurred in respect of any claim where **you** have failed to notify **us** of the insured **incident** within a reasonable time of it occurring and where this failure adversely affects the reasonable prospects of a claim, or **we** consider that **our** position has been prejudiced.
- 5. For legal costs or associated expenses incurred in respect of any claim where **we** consider that **your** prospects of success in achieving a reasonable settlement or outcome are insufficient.
- 6. Any claims for costs related to pregnancy or childbirth unless the claim is certified by a **medical practitioner** as necessary due to **complications of pregnancy and childbirth**.
- 7. For costs or expenses incurred in circumstances where **we** have no control over any legal proceedings commenced by **you** and the selection, appointment and control of **your** legal advisors.
- 8. For any legal costs and associated expenses incurred in defending any civil action or criminal charges brought against **you**.
- 9. Any legal proceedings not dealt with by a court of law or by another body agreed by us.
- 10. An insured incident arising before the start or after the end of an insured trip.
- 11. For anything mentioned in the General Exclusions.

# Special conditions relating to claims

- 1. You must tell us if anyone offers to settle a claim. You must not negotiate or agree to a settlement without our written consent.
- 2. If you do not accept a reasonable offer to settle a claim, we may refuse to pay any further costs and expenses.
- 3. You must:
  - a) Keep to the terms and conditions of this section.
  - b) Take reasonable steps to avoid and prevent claims.
  - c) Take reasonable steps to avoid incurring unnecessary costs.
  - d) Send everything **we** ask for, in writing.
  - e) Report to us full and factual details of any claim as soon as possible.
  - f) Give **us** any information **we** need.
- 4. We will, at **our** discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, or we will not pay the claim if:
  - a) A claim you have made to obtain benefit under this section is fraudulent or intentionally exaggerated; or
  - b) A false declaration or statement is made in support of a claim.

# **Claims Conditions**

You must comply with the following conditions to have the full protection of your policy. If you do not comply, we may at our option refuse to deal with your claim or reduce the amount of any claim payment.

When contacting the claims department, please have the following information to hand:

- Name of **your** policy and where it was purchased
- Policy number
- Date insurance purchased
- Resort and country visited
- Value of claim
- Brief circumstances
- Travel dates
- Incident date

Failure to have the above information to hand may result in **your** claim being delayed.

## 1. Claims

## For Emergency Medical Assistance Claims

In the event of a **serious illness** or **bodily injury** which may lead to inpatient hospital treatment or before any arrangements are made for repatriation, **you** must contact the **Emergency Assistance Service**.

Emergency Medical Assistance	
24 hour worldwide medical & Emergency Assistance Service. If you need emergency	Phone: +44 1733 224 875
medical treatment, need to go to hospital or need to return home earlier than	
planned.	

## For All Other Claims:

To make a claim other than any claim for medical emergencies please contact White Horse Insurance Ireland dac by either:

<u>Claims Team</u> White Horse Insurance Ireland dac, Rineanna House, Shannon Free Zone, Shannon, Co. Clare. For any claim other than for emergency medical treatment.	Phone: +353 1 533 7352 Email: <u>claims@white-horse.ie</u>
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## For all claims:

- a) The notification must be made as soon as possible thereafter following any **bodily injury**, illness, disease, **incident**, event, **redundancy** or the discovery of any loss, **theft** or damage which may give rise to a claim under this policy.
- b) You must also inform us if you are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to us without delay.
- c) You or anyone acting on your behalf must not negotiate admit or repudiate any claim without our written consent.
- d) We may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this policy.
- e) 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.
- f) You or your legal representatives must supply at your own expense all information, evidence, details of household insurance and medical certificates as required by us.
- g) Any certificates, information, evidence and receipts required by **us** must be obtained at **your** expense (originals must be provided). **We** may refuse to reimburse **you** for any expenses if **you** cannot provide evidence **your** expenses.
- h) No payment will be made under Section 1 Cancellation, Section 2 Curtailment, Section 3 Personal Accident, and Section 4 – Medical and Other Expenses without an appropriate medical certificate or report.
- i) We reserve the right to require you to undergo an independent medical examination at our expense. We may also request and will pay for a postmortem examination.
- j) You must retain any property which is damaged, and, if requested, send it to us at your own expense.

- k) If **we** pay a claim for the full value of the property and it is subsequently recovered or there is any salvage, then it will become **our** property.
- In the event of a valid claim, you must allow us the use of any relevant travel tickets you are not able to use because of the claim.
- m) The original **certificate of insurance** must be produced before any claim is paid.
- n) 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. This is to enable us to recover any costs we have incurred from any third party who may have liability for the costs.
- o) Where it is possible for us to recover sums that we have paid out under the terms of the policy, you will co-operate fully with us in any recovery attempt we make and we will pay all costs associated with the recovery of our outlay. You agree not take any action that may prejudice our recovery rights and will advise us if you instigate proceedings to recover compensation arising from any incident which has led to a successful claim against this policy. The sums we have paid out under the terms of the policy will be reimbursed from any recovery made.
- p) If any dispute arises as to the policy interpretation, or as to any rights or obligations under this policy, we offer you the option of resolving this by using the complaints procedure. Using this service will not affect your legal rights. If you are unsure of your legal rights, you should obtain appropriate legal advice.
- q) The period of cover under this policy can only be extended by the issue of a continuation policy, provided no claim is pending or known to be about to arise. The maximum period of cover is 18 days, and the maximum advance purchase of cover is 12 months from the date of first issue, to extend **your** period of cover **you** must contact **us** and **we** must agree to an extension in writing.

## 2. Subrogation

We are entitled to take over and conduct in **your** name the defence and settlement of any legal action. We may also take proceedings at **our** own expense and for **our** own benefit, but in **your** name, to recover any payment **we** have made under this policy to anyone else.

## 3. Fraud

You must not act in a fraudulent manner. If you or anyone acting for you:

- a) make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect or
- b) make a statement in support of a claim knowing the statement to be false in any respect or
- c) submit a document in support of a claim knowing the document to be forged or false in any respect or
- d) make a claim in respect of any loss or damage caused by your wilful act or with your connivance

then

- a) we will not pay the claim
- b) we will not pay any other claim which has been or will be made under the policy
- c) we may at our option declare the policy void
- d) we will be entitled to recover from you the amount of any claim already paid under the policy
- e) we will not make any return of premium
- f) we may inform the Gardaí/police of the circumstances.

**We**, **our** agents, other insurers and fraud-prevention agencies get and share information with each other to prevent and detect fraudulent claims, to help protect **our** customers and ourselves.

## 4. Material Disclosure

It is the **insured's** and **insured person's** responsibility to provide complete and accurate information to White Horse Insurance Ireland dac when applying for and throughout the life of this insurance policy. It is important that all statements made in the application, over the telephone, on claim forms and other documents are full and accurate. Please note that if the **insured** or the **insured person** fails to disclose any material information to White Horse Insurance Ireland dac, this could invalidate the insurance cover and could mean that part or all of a claim may not be paid.

# How to Make a Claim - Claims Procedure

# For Emergency Medical Assistance Claims

## While you are away - What to do in the case of medical emergency

In the event of a **serious illness** or **bodily injury** which may lead to inpatient hospital treatment or before any arrangements are made for repatriation, **you** must contact the **Emergency Assistance Service** on +44 1733 224 875.

The service is available to **you** and operates 24 hours a day, 365 days a year for advice, assistance, repatriation and authorisation of medical expenses.

If this is not possible because the condition requires immediate emergency treatment, you must contact the Emergency Assistance Service as soon as possible.

Private medical treatment may not be covered unless authorised specifically by the Emergency Assistance Service.

The **Emergency Assistance Service** has the medical expertise, contacts and facilities to help should **you** be injured in an **accident** or fall ill. The **Emergency Assistance Service** will also arrange to transport **you** to **your home country** when this is considered to be medically necessary or when **you** have notice of **serious illness** or death of a **close relative** at **home**.

## To obtain assistance please call our Emergency Assistance Service:

Emergency Assistance Service24 hour worldwide medical & Emergency Assistance Service. If you need emergency<br/>medical treatment, need to go to hospital or need to return home earlier than<br/>planned.Phone: +44 1733 224 875

Telephone calls are recorded and may be monitored.

## **Payment For Medical Treatment**

## Inpatient expenses

If you are admitted to a hospital/clinic while on a trip, the Emergency Assistance Service will arrange for medical expenses covered by the policy to be paid directly to the hospital/clinic. To take advantage of this benefit someone must contact the Emergency Assistance Service for you as soon as possible.

## Outpatient expenses

For outpatient treatment, **you** should pay the doctor/**hospital**/clinic **yourself** and claim back medical expenses from **our** Claims Team after **your** outpatient treatment.

Please beware of requests for **you** to sign for excessive treatment or charges. If in doubt regarding any such requests, please call the **Emergency Assistance Service** for guidance.

## <u>Claims Team</u> For any claim other than for emergency medical treatment.

Phone: +353 1 533 7352 Email: <u>claims@white-horse.ie</u>

Telephone calls are recorded and may be monitored.

## For All Other Claims

When you return home - To make a claim other than any claim for medical emergencies

If **you** have to make a claim, **you** must notify **us** as above as soon as practicable after the **incident** giving rise to the claim. For all claims other than any claim for medical emergencies, claim forms can be obtained by requesting them from:

<u>Claims Team</u> White Horse Insurance Ireland dac, Rineanna House, Shannon Free Zone, Shannon, Co. Clare. For any claim other than for emergency medical treatment.

Phone: +353 1 533 7352 Email: <u>claims@white-horse.ie</u> You will be sent a claim form, which you should arrange to complete as fully as possible and return with the necessary supporting documents.

Return **your** completed claim form, remembering to keep a copy for **your** records, to either <u>claims@white-horse.ie</u> or White Horse Insurance Ireland dac, Rineanna House, Shannon Free Zone, Shannon, Co. Clare, together with all original documentation required below:

- ✓ Your certificate of insurance
- ✓ Confirmation of booking
- ✓ Original receipts in respect of medical expenses or **baggage**
- ✓ Original medical reports, as appropriate
- ✓ Proof of ownership in respect of claims for lost/**stolen baggage**, tickets, etc.
- ✓ Police report (obtained within 24 hours of discovery) in the event of **theft** of personal property
- ✓ Other evidence as appropriate to **your** claim including the specific information requested on the claim form

## Important Information - European Union (EU) Travel Regulations

Under European Union (EU) travel regulations (Montreal Convention), **you** are entitled to claim compensation from **your** carrier if any of the following happen:

- 1. Denied boarding and cancelled flights:
  - a) If **you** check in on time, but **you** are denied boarding because there are not enough seats available or if **your** flight is cancelled, the carrier must offer **you** financial compensation.
- 2. Long delays:
  - a) If your flight is delayed for more than five hours, the airline must offer to refund your ticket.
- 3. Luggage:
  - a) If **your** checked in luggage is damaged or lost by an EU airline, **you** must claim compensation from the carrier within seven days.
  - b) If your checked in luggage is delayed, you must claim compensation from the carrier within 21 days of its return.

# **Complaints Procedure**

We know that sometimes, no matter how hard we try, we don't always get it right. If you have a complaint, it's important that you know that we are committed to providing you with an exceptional level of service and customer care. We want to hear about your complaint so that we can try to put things right.

If you have a complaint about your insurance or about the way your claim has been dealt with, please write to:

The Customer Experience Manager White Horse Insurance Ireland dac Rineanna House Shannon Free Zone Shannon County Clare Republic Of Ireland V14 CA36. EMAIL: complaints@white-horse.ie

**Our** Customer Experience Manager will issue a final response to **your** complaint. If **you** are still not satisfied with **our** decision after following the procedure above, **you** can contact:

The Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin 2 Republic of Ireland D02 VH29

Email: <u>info@fspo.ie</u> Website: <u>www.fspo.ie</u> Phone: 00 353 1 567 7000

The Financial Services and Pensions Ombudsman will not consider your complaint until we have issued a final response letter.

# Data Protection – White Horse Insurance Ireland dac

White Horse Insurance Ireland dac holds your personal information in accordance with all applicable data protection laws.

To administer **your policy** White Horse Insurance Ireland dac will collect and use information about **you** provided by **you**. This notice applies to anyone who is insured under this insurance **policy** and whose personal information may be processed for the provision of insurance and related services.

Personal information may be used by **us** for the purposes of administering **your policy** including decision making on provision of insurance cover, underwriting, processing and claims handling. **We** may also use **your** personal information for other related matters such as customer service, analysis, complaints handling and the detection and prevention of crime. The information **you** have supplied may be passed to other insurers and reinsurers for underwriting and claims purposes or to other third-party service providers used by **us** in fulfilling **your** insurance contract.

**We** may send **your** personal information in confidence to other companies who provide services to **us** for processing and storage. This may mean sending information to countries outside of the United Kingdom, European Union or European Economic Area that may not have the same levels of privacy legislation as in the United Kingdom, European Union or European Economic Area. When **we** do this, **we** will ensure that **we** transfer the data securely and accordingly to regulatory requirement.

You have various rights in relation to personal information that is held by us, including the right to request access to your personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how **we** use **your** information and what rights **you** have in relation to **your** personal information, however, **you** can obtain more information about how **we** use **your** data by reviewing **our** full Privacy Policy. **Our** privacy policy is available to read on **our** website <u>www.whitehorseinsurance.eu</u>.

Your data will be treated in accordance with our Privacy Policy.

