

FAIRSURE TRAVEL INSURANCE

EXPLORER / HANDBOOK - YOUR COVER



REV 1/27/07/2022



accident & general



CERTIFICATE OF INSURANCE EXPLORER TRAVEL INSURANCE

This insurance is arranged by Accident & General Insurance Services Ltd and is underwritten by Mapfre Assistance Agency Ireland (which is a registered trading name in Ireland of MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA).

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

It is issued subject to the conditions and exclusions of this insurance. Cover commences on payment of the appropriate premium and validation by the issuing office.

Stamp Duties Consolidation Act 1999

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

Underwriters

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

The principal place of business of MAPFRE ASSISTANCE Agency Ireland is at Ireland Assist House, 22-26 Prospect Hill, Galway. MAPFRE ASSISTANCE Agency Ireland conducts business in Ireland in accordance with the Code of Conduct for Insurance Undertakings published by the Central Bank of Ireland. Registered in Republic of Ireland. Reg No 903874.

Master Policy Document

This evidence of insurance is to confirm that those persons who have paid the appropriate premium are insured under the Master Policy Document MAPFRE/AG/EXPL/V01/2018 issued to Accident & General Insurance Services Ltd. Reference throughout this document to "Policy" shall be constituted to mean Master Policy Document MAPFRE/AG/EXPL/V01/2020

IN CASE OF MEDICAL EMERGENCY

**PLEASE CONTACT THE EMERGENCY ASSISTANCE SERVICE:
00353 91 501645**

IMPORTANT NOTICE

Read **your** insurance certificate carefully so that **you** are aware of the full policy terms and conditions. **You** are advised to obtain an EHIC (European Health Insurance Card) prior to travel to Europe. An EHIC can be obtained from An Post and/or **your** local health board in the Republic of Ireland or from a Post Office in the UK.

Please carry **your** European Health Insurance Card with **you** when travelling in Europe.

This policy contains restrictions regarding Pre-existing Medical Conditions relating to **you**, any non-insured travelling companions, immediate relatives and persons with whom **you** intend to stay whilst on your trip. If **you** are in any doubt as to whether **you** would be covered by the

policy please call the Accident & General Medical Screening Helpline. To declare a pre-existing medical condition or a change in health or prescribed medication, **you** should contact the Accident & General Medical Screening Helpline during office hours on: 091 501645 (if calling from the Republic of Ireland) or (028) 956 80133 (if calling from the UK). There may be an additional premium charged if **you** wish your conditions to be covered and we can cover them.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- A) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy;
- B) to make sure that all information supplied as part of **your** application for cover is true and correct;
- C) tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

IMPORTANT HEALTH REQUIREMENTS RELATING TO YOU

You must comply with the following conditions in order to have full protection under this policy. If **you** do not comply **we** may cancel the policy, refuse to deal with **your** claim or reduce the amount of any claim payment.

FAIRSURE TRAVEL INSURANCE

OPERATES ON THE FOLLOWING BASIS:

To be covered, **you** must be healthy, fit to travel and to undertake **your** planned trip; The insurance will **NOT** cover **you** :

- When **you** are travelling against the advice of a medical practitioner (or would be travelling against the advice of a medical practitioner had **you** sought his/her advice);
- When **you** are travelling with the intention of obtaining medical treatment or consultation abroad.
- If **you** have any undiagnosed symptoms that require attention or investigation in the future (that is symptoms for which **you** are awaiting investigations/ consultations, or awaiting results of investigations, where the underlying cause has not been established).
- If **you** are not taking the recommended treatment or prescribed medication as directed by a doctor.
- For any surgery or treatment arising from investigations or tests for which **You** were pending the results of prior to **Your** departure from Ireland or the U.K.

No claim arising directly or indirectly from a pre-existing medical condition affecting you and known to you will be covered unless:

- A) **You** have declared all pre-existing medical conditions to **us**; and
- B) **You** have declared any changes in **your** health or prescribed medication; and
- C) **We** have accepted the condition(s) for insurance in

writing; and
D) **You** have paid any additional premium required.

Each **insured person** who has a **pre-existing medical condition** must make a Medical Health Declaration before each **period of insurance** and, if there are any changes in health or prescribed medication, prior to commencement of the **period of insurance** or departing on any **trip**.

Failure to declare all Pre-existing Medical Conditions that are relevant to this insurance may invalidate the policy.

The following exclusions apply to all Insured Persons at the time of taking out this cover or at the time of booking the Trip.

You will not be covered under Section 1 (Curtilment), Section 3 (Medical Expenses), Section 7 (Cancellation), Section 8 (Personal Accident), Section 14 (Resumption of Journey), Section 15 (Return of Airfare), Section 17 (Continuing Medical Expenses) for any claims arising directly or indirectly from:

- I) Any Medical Condition for which **You** are aware of but have not had a diagnosis.
- II) Any Medical Condition for which **You** have received a terminal prognosis.
- III) Any Medical Condition for which **You** are receiving or are on a waiting list for or have the knowledge of the need for surgery, treatment or investigation at a hospital, clinic or nursing home.

We may ask **you** to obtain, at **your** own expense, a medical report from **your doctor** or Consultant in order to assess whether cover is available.

Based on **our** assessment of the medical information supplied, **we** will decide whether or not the person is suitable for insurance, if certain exclusions or restrictions should be imposed, or if cover can be offered subject to the payment of an additional premium. If **we** offer cover, and, if the cover is subject to the payment of an additional premium, cover will not commence until **we** have received full payment and provided written confirmation to **you**.

For the avoidance of any doubt, please read the following questions carefully and ensure that **you** comply with them. If **you** are unsure in any way please call **our** helpline on: **Accident & General Insurance Services Ltd, 20 Harcourt Street, Dublin, D02 H364.**

If **you** answer Yes to any of the following questions and wish **your** medical condition to be covered, **you** must contact Accident & General to complete a medical screening. (**you** do not have to declare anything on the waived conditions list)

At time of taking out this policy, have you or anyone in your party have or had :

1. Any medical condition where **you** have been prescribed medication (including repeat prescriptions), received treatment or attended a GP surgery/specialist or attended a hospital as an outpatient or inpatient in the last 2 years?
2. Been placed on a waiting list for a hospital or consultant appointment or are awaiting the results of any tests or investigations?
3. Been diagnosed by a medical practitioner as suffering from a terminal illness?
4. In the last 2 years, received any medical treatment (including investigation, medication or follow up) for:
 - any heart, heart related or circulatory condition;
 - any respiratory condition; or
 - any stress, anxiety, depression or any other

- psychological condition; or
- any cancerous condition; or
- any cerebral condition (relating to the brain)?

IMPORTANT

It is the responsibility of the person(s) insured under this policy to review the answers to the medical questions asked and if they are in any doubt or incorrect in any way, they must contact Accident & General Medical Screening on **ROI: (091) 501645 or UK/NI: (028) 956 80133**

If someone has answered the above questions on **your** behalf, it is the **insured person's** responsibility to ensure that the answers given are correct and accurate. Any claim arising will be treated as such.

If **you** fail to disclose a condition or if **your** answers to the medical questions are incorrect, this may result in **your** claim being turned down and **your** policy being invalid. **You** should also refer to the **General Exclusions**.

IMPORTANT LIMITATIONS—CANCELLATION AND CURTAILMENT COVER

Important health requirements relating to your immediate relatives, travelling companions or person with whom you intend to stay with whilst on your trip.

This policy will NOT cover any claims under Sections 1and 7 (Curtilment, and Cancellation) arising directly or indirectly from any medical condition affecting any immediate 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 terminal diagnosis had been received prior to the booking of the trip and or insurance; or
- 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 at the time of booking the trip and or insurance; or
- if during the 90 days' immediately prior to the booking 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.

You should also refer to the **General Exclusions**.

IMPORTANT This policy has been sold to **you** on a non-advised basis and **you** should read this information carefully (paying particular attention to the terms and conditions and exclusions) to ensure that it meets **your** requirements. **You** may already possess alternative insurance(s) for some or all of 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.

In selecting one of the three levels of cover that is available to Fairsure Explorer policyholders, **you** have chosen the level of cover **you** consider suitable for **your** forthcoming **trip**. In particular please pay careful attention to the level of cover that **you** have chosen.

If you cannot comply with these requirements please contact:

Accident & General Insurance Services Ltd, 20 Harcourt Street, Dublin, D02 H364.

WAIVED CONDITIONS

The following medical conditions are covered without additional charge and subject to the normal terms and conditions of this insurance, provided (a) the Insured is not awaiting surgery for the condition, and (b) the Insured has been fully discharged from any post-operative follow-up and any and all ongoing treatment or investigation.

- Abnormal Smear Test
- Achilles Tendon Injury
- Acne, Acronyx (Ingrowing Toe-nail)
- Adenoids
- Allergic Rhinitis
- Alopecia
- Anal Fissure/Fistula
- Appendectomy
- Asthma - Mild, suffered in isolation, well controlled, with not more than 2 medications and no hospitalisation in the last 12 months – non smoker.
- Astigmatism
- Athlete's Foot (Tinea Pedis)
- Attention Deficit Hyperactivity Disorder
- Bell's Palsy (Facial Paralysis)
- Benign Prostatic Enlargement
- Bladder Infection (no ongoing treatment, no hospital admissions)
- Blepharitis
- Blindness
- Blocked Tear Ducts
- Breast - Fibroadenoma
- Breast Cyst(s)
- Breast enlargement / Reduction
- Broken Bones (other than head or spine) – (no longer in plaster)
- Bunion (Hallux Valgus)
- Bursitis
- Caesarean Section
- Candidiasis (oral or vaginal)
- Carpal Tunnel Syndrome
- Cartilage Injury
- Cataracts
- Cervical Erosion
- Cervicitis
- Chalazion
- Chicken Pox (fully resolved)
- Cholecystectomy
- Chronic fatigue syndrome (if only symptom is fatigue and no hospital admissions)
- Coeliac Disease
- Cold Sore (Herpes Simplex)
- Common Cold(s)
- Conjunctivitis
- Constipation
- Corneal Graft
- Cosmetic Surgery
- Cyst - Breast
- Cyst - Testicular
- Cystitis (no ongoing treatment, no hospital admissions)
- Cystocele (no ongoing treatment, no hospital admissions)
- D & C
- Deaf Mutism
- Deafness
- Dental Surgery
- Dermatitis (no hospital admissions or consultations)
- Deviated Nasal Septum
- Diabetes (non-insulin) - no hospital admission in previous 12 months, no other medical conditions
- Diarrhoea and/or Vomiting (resolved)
- Dilatation and Curettage
- Dislocations (no joint replacements or hospital admissions)
- Dry Eye Syndrome
- Dyspepsia
- Ear Infections (resolved - must be all clear prior to travel if flying)
- Eczema (no hospital admissions or consultations)
- Endocervical Polyp

- Endocervicitis
- Endometrial Polyp
- Epididymitis
- Epiphora (Watery Eye)
- Epispadias
- Epistaxis (Nosebleed)
- Erythema Nodosum
- Essential Tremor
- Facial Neuritis (Trigeminal Neuralgia)
- Facial Paralysis (Bell's Palsy)
- Femoral Hernia
- Fibroadenoma
- Fibroid - Uterine
- Fibromyalgia
- Fibromyositis
- Fibrositis
- Frozen Shoulder
- Gall Bladder Removal
- Ganglion
- Glandular Fever (full recovery made)
- Glaucoma
- Glue Ear (resolved - must be all clear prior to travel if flying)
- Goitre
- Gout
- Grave's Disease
- Grommet(s) inserted (Glue Ear)
- Gynaecomastia
- Haematoma (external)
- Haemorrhoidectomy
- Haemorrhoids (Piles)
- Hallux Valgus (Bunion)
- Hammer Toe
- Hay Fever
- Hernia (not Hiatus)
- Herpes Simplex (Cold Sore)
- Herpes Zoster (Shingles)
- Hip Replacement (no subsequent arthritis and never any dislocation of a joint replacement)
- Hives (Nettle Rash)
- Housemaid's Knee (Bursitis)
- HRT (Hormone Replacement Therapy)
- Hyperthyroidism (Overactive Thyroid)
- Hypospadias
- Hypothyroidism (Underactive Thyroid)
- Hysterectomy (provided no malignancy)
- Impetigo
- Indigestion
- Influenza (full recovery made)
- Ingrowing Toe-nail (Acronyx)
- Inguinal Hernia
- Insomnia
- Intercostal Neuralgia (no admissions)
- Intertrigo
- Irritable Bowel Syndrome (IBS) (provided definite diagnosis made and no ongoing investigations)
- Keimboeck's Disease
- Keratoconus
- Knee Injury - Collateral/cruciate ligaments
- Knee Replacement (no subsequent arthritis and never any dislocation of a joint replacement)
- Kohlers Disease
- Labyrinthitis
- Laryngitis
- Learning Difficulties
- Leptothrix
- Leucoderma
- Lichen Planus
- Ligaments (injury)
- Lipoma
- Macular Degeneration
- Mastitis
- Mastoideotomy (resolved - must be all clear prior to travel if flying)
- Menopause
- Menorrhagia
- Migraine (provided definite diagnosis is made and there are no ongoing investigations)
- Miscarriage
- Mole(s)
- Molluscum Contagiosum
- Myalgia (Muscular Rheumatism)
- Myalgic Encephalomyelitis (ME) (if the only symptom is fatigue and no hospital admissions)
- Myxoedema
- Nasal Infection
- Nasal Polyp(s)
- Nettle Rash (Hives)
- Neuralgia (no hospital admissions)
- Nosebleed(s)
- Nystagmus
- Osgood-schlatter's Disease
- Osteochondritis
- Otosclerosis
- Overactive Thyroid
- Parametritis
- Pediculosis
- Pelvic Inflammatory Disease
- Photodermatositis
- Piles
- Post Viral Fatigue Syndrome (if the only symptom is fatigue and no hospital admissions)
- Pregnancy (provided no complications)
- Prickly Heat
- Prolapsed Uterus (womb)
- Pruritis
- Psoriasis (no hospital admissions or consultations)
- Repetitive Strain Injury
- Rheinitis Pigmentosa
- Rhinitis (Allergic)
- Rosacea Ruptured Tendons
- Salpingo-oophoritis
- Scabies
- Scalp Ringworm (Tinea Capitis)
- Scheuermann's Disease (provided no respiratory issues)
- Sebaceous Cyst
- Shingles (Herpes Zoster)
- Sinusitis
- Skin Ringworm (Tinea Corporis)
- Sleep Apnoea (no machine used to assist breathing)
- Sore Throat
- Sprains
- Stigmatism
- Stomach Bug (resolved)
- Strabismus (Squint)
- Stress Incontinence (no urinary infections)
- Synovitis
- Talipes (Club Foot)
- Tendon Injury
- Tennis Elbow
- Tenosynovitis
- Termination of Pregnancy
- Testicles - Epididymitis
- Testicles - Hydrocele
- Testicles - Varicocele
- Testicular Cyst
- Testicular Torsion (Twisted Testicle)
- Throat Infection(s)
- Thyroid - Overactive Thyroid Deficiency
- Tinea Capitis (Scalp Ringworm)
- Tinea Corporis (Skin Ringworm)
- Tinea Pedis (Athlete's Foot)
- Tinnitus
- Tonsillitis
- Tooth Extraction
- Toothache
- Torn Ligament
- Torticollis (Wry Neck)
- Trichomycosis
- Trigeminal Neuralgia
- Turner's Syndrome
- Twisted Testicle
- Umbilical Hernia
- Underactive Thyroid
- Undescended Testicle
- Urethritis (no ongoing treatment, fully recovered)
- URTI (Upper Respiratory Tract Infection) (resolved, no further treatment)
- Urticaria
- Uterine Polyp(s)
- Uterine Prolapse
- Varicocele
- Varicose Veins - legs only, never any ulcers or cellulitis (if GP has confirmed that client is fit to travel)
- Vasectomy
- Verruca
- Vitiligo
- Warts (benign, non-genital)
- Womb Prolapse (uterus)
- Wry Neck (Torticollis)

EURO

SECTION	SILVER COVER	GOLD COVER	PLATINUM COVER	Excess
1 Curtailment	€1,500	€1,500	€1,500	€60
2 Legal Expenses	€5,000	€5,000	€5,000	€0
3 Medical Expenses	€1,500,000	€3,000,000	€7,500,000	€150
Dental Treatment	€0	€500	€750	Not covered
4 Loss of Passport Expenses	€400	€400	€800	€0
5 Personal Public Liability (Per Policy)	€750,000	€1,500,000	€1,500,000	€0
6 Travel Delay	€150	€150	€150	€0
Abandonment	€1,500	€2,250	€3,000	€60
7 Cancellation	€1,500	€2,250	€3,000	€60
8 Personal Accident Loss of Limb	€0	€15,000	€15,000	€0
Total Dissablement	€0	€45,000	€45,000	€0
Death	€0	€0	€15,000	€0
9 Student Loan	€0	€4,000	€4,000	€0
10 Personal Property	€300	€1,200	€2,250	€60
Single Article Limit	€150	€225	€400	
Valuables Limit	€150	€400	€450	
11 Lost of Prepaid Tickets	€0	€450	€600	€60
12 Missed Departure/Connection	€0	€600	€600	€0
13 Personal Assistance	€0	€0	Yes	€0
14 Resumption of Journey - Europe	€0	€0	€600	€60
Resumption of Journey - Worldwide	€0	€0	€1,200	€60
15 Return Of Airfare	€0	€0	€225	€0
16 Winter Sports Equipment	€0	€0	€450	€60
17 Continuing Medical Expenses	€0	€0	€4,000	€0
18 Search & Rescue	€0	€0	€4,500	€0
19 Government Travel	€0	€0	€1,500	€0
*** Optional Extras ***				
20 Excess Waiver				

GBP

SECTION	SILVER COVER	GOLD COVER	PLATINUM COVER	Excess
1 Curtailment	£1,000	£1,000	£1,000	£40
2 Legal Expenses	£3,500	£3,500	£3,500	£ -
3 Medical Expenses	£1,000,000	£2,000,000	£5,000,000	£100
Dental Treatment	£ -	£350	£500	
4 Loss of Passport Expenses	£250	£250	£500	£ -
5 Personal Public Liability (Per Policy)	£500,000	£1,000,000	£1,000,000	£ -
6 Travel Delay	£100	£100	£100	£ -
Abandonment	£1,000	£1,500	£2,000	£40
7 Cancellation	£1,000	£1,500	£2,000	£40
8 Personal Accident Loss of Limb	£ -	£10,000	£10,000	£ -
Total Dissablement	£ -	£30,000	£30,000	£ -
Death	£ -	£ -	£10,000	£ -
9 Student Loan	£ -	£2,500	£2,500	£ -
10 Personal Property	£200	£800	£1,500	£40
Single Article Limit	£100	£150	£250	£ -
Valuables Limit	£100	£250	£300	£ -
11 Lost of Prepaid Tickets	£ -	£300	£400	£40
12 Missed Departure/Connection	£ -	£400	£400	£ -
13 Personal Assistance	£ -	£ -	Yes	£ -
14 Resumption of Journey - Europe	£ -	£ -	£400	£40
Resumption of Journey - Worldwide	£ -	£ -	£800	£40
15 Return Of Airfare	£ -	£ -	£150	£ -
16 Winter Sports Equipment	£ -	£ -	£300	£40
17 Continuing Medical Expenses	£ -	£ -	£2,500	£ -
18 Search & Rescue	£ -	£ -	£3,000	£ -
19 Government Travel	£ -	£ -	£1,000	£ -
*** Optional Extras ***				
20 Excess Waiver				

IMPORTANT NOTICE

Cover applies to the person(s) named on the FAIRSURE EXPLORER validation slip attached to this certificate

PLEASE READ THE COVER AND CONDITIONS CAREFULLY AND CARRY THIS CERTIFICATE WITH YOU. YOU MAY NEED IT IF A MEDICAL EMERGENCY ARISES.

We will provide the services and benefits described in this handbook:

- during the **period of insurance**
- within the **geographical limits**
- subject to the Limits of Cover, and all other terms, conditions and exclusions contained in this handbook
- to persons who have resided in the Republic of Ireland or UK Area or Channel Islands (dependent on where **you** purchased the policy) for 6 months prior to purchasing the policy and intend to return there at the end of their **trip**
- following payment of the appropriate premium for the level of cover selected benefits under this policy are arranged by Accident & General Insurance Services, underwritten by Mapfre Assistance Agency Ireland (which is a registered trading name in Ireland of MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA).

This policy will be effected in the country of purchase and subject to the laws of that country.

Emergency Medical Expenses: The **Fairsure Travel Insurance** policy is NOT a Private Medical Insurance policy, and does not provide cover for procedures that can be carried out in **your** country of residence after repatriation. Medical costs in private facilities abroad will not be covered unless authorised in advance by **us** and no private treatment will be covered where medically suitable state facilities are available.

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 must be advised to **us**. If **you** are uncertain as to whether a fact should be advised, **you** should declare it to **us** by calling **our** Travel Helpline on the following numbers - **ROI:** (091) 501645 / **UK/NI:** (028) 956 80133. Please refer to the consumer act on page 1.

RECIPROCAL HEALTH AGREEMENTS: EHIC & MEDICARE

If **you** are travelling to European Union countries **you** should obtain a European Health Insurance Card (EHIC). **You** can apply as an Irish citizen either through **your** local Post Office and/or Health Board or download an application form here http://www.hse.ie/eng/services/list/1/schemes/EHIC/EHIC_Application_Form.pdf or as a citizen of the United Kingdom or Northern Ireland **you** can download an application form here: <http://www.nhs.uk/NHSEngland/Healthcareabroad/EHIC> or by telephoning 0300 330 1350.

This will entitle **you** to benefit from the reciprocal health agreements, which exist between certain European countries. In the event of a claim being accepted for medical expenses which has been reduced by the use of an EHIC, or Private Health Insurance, the deduction of the excess under the medical section will not apply.

When **you** are travelling to Australia and **you** have to go to hospital, **you** must register for and make use of the treatment offered under the national Medicare scheme. If **you** know **you** need treatment, **you** can enrol for Medicare at a DHS Service Centre. If **you** receive treatment before **you** enrol, Medicare benefits will be back-paid for eligible visitors.

Medical Emergency: In the event of a medical emergency **you** must contact **us** as soon as possible on +353 91 501645. **You MUST** contact **us** before incurring any expenses. If **you** are physically prevented from contacting **us** immediately, **you** or someone designated by **you** must contact **us** within 48 hours.

Pregnancy and Childbirth: this policy is designed to provide cover for unforeseen events. Pregnancy and Childbirth are not considered as an unforeseen event. For the avoidance of doubt, please note that cover is **ONLY** given under Sections 1, 2, 4 and 5 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 Meaning of Words below.

The € symbol denotes Euro Currency and applies if **you** have purchased the policy in the Republic of Ireland and paid a premium in Euro currency. The £ symbol denotes Sterling and applies if **you** have purchased the policy in Great Britain or Northern Ireland and paid the premium in Sterling. Claims will be settled in the currency in which the premium was paid. Cover applies in accordance with the Platinum, Gold or Silver cover option as chosen by **you** in respect of the person(s) named on the Certificate of Insurance and for whom the appropriate premium has been paid.

Please read the Important Health Requirements (page 1), Conditions (page 22-23), and the reference to The **Consumer Insurance Act** on page 1 failure to comply could affect any claim **you** might have.

DEFINITIONS

Wherever the following words and phrases appear in this handbook they will always have these meanings:

ACCIDENTAL BODILY INJURY: 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**.

COMPLICATIONS OF PREGNANCY AND CHILDBIRTH: Toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency Caesarean sections/medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

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

CURTAILMENT: Return early to **your** home in **your** home country.

DOCTOR: A registered practising member of the medical profession who is not related to **you** or to any person with whom **you** are travelling.

EVENT: A concert, sporting event, match, competition or other public entertainment for which tickets are bought before the date of travel, taking place at a specific location on a specific date, or other organised event/occasion e.g. Wedding abroad, scout jamboree, amateur competition which is the main purpose of **your** trip.

GEOGRAPHICAL LIMITS: The countries of the Zone for which **you** have paid the appropriate premium, as specified on the Certificate, except those countries or parts of countries where the Department of Foreign Affairs (DFA) or Foreign & Commonwealth Office (FCO) has advised against travel or all but essential travel. Cover applies 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, Gibraltar, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Monaco, Netherlands, Norway, Poland, Romania, San Marino, Serbia, Slovakia, Slovenia, Sweden, United Kingdom and Northern Ireland, Vatican City

EUROPE 2: Canary Islands, Cyprus, Gibraltar, Greece, Malta, Portugal, Spain, Switzerland, Turkey

WORLDWIDE EXCLUDING NORTH AMERICA: All countries **Worldwide**, excluding The United States, Canada, The Caribbean

WORLDWIDE INCLUDING NORTH AMERICA: All countries **Worldwide**

GOVERNMENT TRAVEL ADVICE: Travel advice as issued from time to time by the Department of Foreign Affairs of The Government of The Republic of Ireland or The Foreign and Commonwealth Office of The United Kingdom Government.

HAZARDOUS ACTIVITIES: The activities listed below are defined as **hazardous activities** and they fall into three categories:

A) Those for which cover is provided under all **FAIRSURE EXPLORER** cover options:

- 4x4 off-roading (Within organisers guidelines. No liability cover)
- Aerial Safari (provided it is in a chartered aircraft and is an organised excursion)
- Aerial tram
- Aerobics
- Airboarding
- Amateur athletics
- Angling
- Archaeological digging
- Archery (provided it is properly supervised)
- Camp America Counsellor
- Badminton
- Banana Boating (only as a passenger with no right of control)
- Basketball
- Battle re-enactment
- Beach Games
- Billiards / Snooker / Pool
- Body boarding / Boogie boarding
- Bridge Climb / Walk (within organisers guidelines)
- Bowls
- Elephant riding
- Canoeing / Rafting (in calm waters - not in the sea)
- Canopy Walking
- Clay pigeon shooting (no liability cover)
- Climbing (on climbing wall only)
- Crewing of a vessel (inside territorial waters)
- Cricket
- Croquet
- Cross country running (non-competitive)
- Curling
- Cycling (excluding professional and mountain biking, no racing)
- Dancing (including instruction)
- Dry Slope Skiing
- Deep-sea fishing (provided **you** are with a professional fisherman)
- Falconry
- Fell walking / running (up to 3,000 metres above sea level)
- Fives
- Frisbee
- Gaelic games
- Golf
- Gymnastics
- Handball
- Hiking (up to 3,000 metres above sea level)
- Hockey (amateur)
- Hydro zorbing
- Korfball (amateur only)
- Outward bound pursuits
- Ringos (within organisers guidelines and no personal liability)
- Rollerblading / skating
- Rounders
- Netball
- Orienteering

- Pedalos
- Racquetball (amateur)
- Rambling
- Refereeing (amateur only)
- Rowing
- Sailing / Yachting (inside territorial waters - personal liability section is excluded)
- Sea canoeing/kayaking (within coastal waters)
- Segway
- Shinty (amateur only)
- Skate Boarding (excludes racing, competition and liability cover) Helmet & Pads must be worn
- Skin-diving
- Snorkelling
- Soccer
- Sphering
- Squash
- Surfing
- Swimming
- Swimming with dolphins
- Table-tennis
- Team sports (provided they are played on an amateur and recreational basis only and that there is no reward involved directly or indirectly) other than those referred to at sub-paragraph (b) or (c) below
- Ten-pin bowling
- Tennis
- Trekking (not using picks or ropes)
- Travelling on motor cycles/mopeds up to 125cc (Wearing a helmet and the driver must have a full Irish or UK motorcycle license or the local equivalent)
- Tug of war, Volleyball
- Ultimate frisbee
- Waterpolo
- Water- Skiing
- Windsurfing.
- Yoga

B) Those for which cover is provided under the **FAIRSURE EXPLORER GOLD AND PLATINUM cover option only:**
(Additional Premium Required)

- American Football
- Abseiling
- Assault Course
- Baseball
- Biathlon / Triathlon (amateur)
- Blokarting (no liability cover)
- Breathing Observation Bubble (BOB)
- Bungee- jumping
- Canoeing in white waters
- Casual Horse-riding or Pony-trekking wearing a helmet (excluding competition/ jumping)
- Camel riding
- Dragon Boat Racing
- Dune Bashing (within organisers guidelines but excludes liability)
- Electric scooter (must wear helmet)
- Fencing
- Flying fox (cable car)
- Flying (as passenger in a private plane, helicopter or light aircraft). The cover excludes PL and is limited to a max of 12 hours flying time.

- Gliding (excluding crewing and piloting)
- Go-karting (up to 120cc), Go-karting (over 120cc provided properly supervised and organised)
- Grass skiing
- High Diving
- Hot-air ballooning (as part of an organised excursion)
- Hoverboard (must wear helmet)
- Jetskiing (please note injuries to third parties are not covered under the **personal public liability** section)
- Jet boating (no racing and excludes personal liability cover)
- Jeep Safari (within organisers guidelines and no personal liability)
- Kayaking
- Kite surfing
- Lacrosse (amateur only)
- Marathon Running
- Mountain Biking (excluding down hill and extreme cycling)
- Parascending (only when attached to a speedboat)
- Parachuting (Single jump. Tandem only)
- Quad-biking (under 150cc and wearing a helmet)
- Rugby football
- Safaris without guns
- Sand boarding / surfing / skiing
- Sand yachting (no racing and no public liability cover)
- Scuba- diving (down to 30 metres provided **you** are with a certified Buddy)
- Shark Cage Diving (pre-organised in the UK)
- Softball (amateur only)
- War Games/Paint Balling
- Water Skiing (amateur)
- White and Black Water Rafting (Grades 1 to 4)
- **Winter Sports** including; cross-country skiing (provided **you** are accompanied by a guide or instructor), Ice-Skating, Skiing, Skiing off-piste (provided accompanied by a guide or instructor) Snowboarding, Snow-mobiling (excluding injuries to third parties which are not covered under the **personal public liability** section), Tobogganing (non-competitive and excluding the Cresta Run). Winter Sports is only included if the Winter Sports Option has been chosen, the premium has been paid and cover has been accepted by **us**, unless **you** have purchased a Platinum multi-trip policy.

C) Those for which cover is NOT available under this policy:

- Air travel (other than as a fare paying passenger on a regular scheduled airline or licensed charter aircraft)
- Big-game Hunting
- Crewing of vessels from one country to another
- Endurance tests
- Expeditions (other than those packaged by a recognised tour operator)
- Ice hockey
- Hang-gliding
- Horse-riding (other than on a casual basis) wearing a helmet
- Martial arts
- Microlighting
- Motor rallying in major and non-major events
- Travelling on motor cycles/mopeds over 125cc
- Mountaineering

- Parachuting (Unless in tandem – one jump only)
- Pot-holing
- Professional sports of any kind
- Rock climbing (where ropes and guides are required)
- Safaris with guns (including walking safaris)
- Stunt events and Water ski jumping
- **Winter Sports;** Ski Acrobatics, Ski jumping, Heli-skiing, Bob-sleighing, Luge, Ski Racing of any kind, the use of Skeletons or Bobsleighs, Snow Jumping stunts or any other activities not mentioned under this policy unless **you** have referred these to **us** and **we** have written to **you** accepting them for insurance.

If **you** are undertaking 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 +353 (1) 8748458.

HOLIDAY/TRIP: A pre-booked journey within the countries of the **geographical limits**, as stated on the Schedule, during the **period of insurance** and commencing and ending in Ireland, the Channel Islands or the **United Kingdom**.

HOME: Your residential address in **Ireland**, the Channel Islands or the **United Kingdom**.

HOME COUNTRY: The country where **you** are resident and permanently resided for 6 months or more.

IMMEDIATE RELATIVE: Spouse or Common Law Partner, parent, parent-in-law, step-parent, legal guardian, children (including legally adopted, foster and step-children, and daughter/son-in-law), sibling (including step-siblings and sister/brother-in-law), uncle, aunt, niece, nephew, grandparent, grandchild, or fiancé.

INSURED PERSON: The Person(s) named on the Insurance Certificate for this policy and for whom the appropriate premium has been paid.

IRELAND / UNITED KINGDOM: Republic of Ireland, United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

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: Our maximum liability per insured person is limited to the amount states on **your Schedule of Cover** unless otherwise stated in **your** cover.

LOSS OF LIMB: Physical severance at or above the wrist or ankle.

LOSS OF SIGHT: The complete and permanent Loss of Sight of one or both eyes.

MANUAL WORK: Work involving hands-on involvement with the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant, (other than in a purely managerial/supervisory, sales or administrative capacity), or the undertaking of any trade of plumber, electrician, lighting or sound technician, carpenter, painter/decorator or builder, or manual labour of any kind (other than in the catering industry). Cover for Manual Work will be provided where such work is solely in a voluntary

capacity, for a charity listed with the Irish Office of the Revenue Commissioners, Charities Section or registered under the Charity Commission in England and Wales, or the Scottish Charity regulator or the Department for Social Development in Northern Ireland and where there is no financial gain. In such circumstances, there will be no cover for hands-on involvement with the installation, assembly, maintenance, repair or use of heavy electrical, mechanical or hydraulic plant or machinery, or for working more than 3 meters above the ground, and cover for Personal Accident and Personal Liability is excluded. In the event of an injury occurring as a result of voluntary labour, the Policy Excess under Section 3 (Medical Expenses) will be increased to €300/£250 and application of Excess Waiver will not delete this increased excess. Cover excludes interaction with wild animals of any kind.

MEDICAL CONDITION: Any medical or psychological disease, sickness, condition, illness or injury that has affected **you** or any **immediate relative**, travelling companion or person with whom **you** intend to stay while on **your** trip.

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.

PERIOD OF INSURANCE: The period shown on the validation slip attached to the Certificate. Subject to:

FAIRSURE EXPLORER SINGLE TRIP OPTION

- Cancellation cover applies on all Explorer Options as soon as the premium has been paid and the policy certificate is issued. The cancellation section ends on **your** first departure from the U.K. or Ireland. The remaining sections apply for the period of cover chosen and cease on **your** final return **home** to **your** residence in the U.K. or Ireland, or on the expiry of the period of insurance, whichever is earlier. Please note: 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 validation certificate, 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 3 – Emergency Medical and Repatriation Expenses, provided that you are not travelling to a country or specific area or event to which the Travel Advice Unit of the Department of Foreign Affairs (DFA) www.dfa.ie/travel/travel-advice or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel. All other general exclusions will continue to apply.

PERMANENT TOTAL DISABLEMENT / PERMANENTLY TOTALLY DISABLED: Disablement which entirely prevents **you** from attending to business or occupation of any and every kind which lasting for 12 months is, at the expiry of that period, in the opinion of an independent qualified specialist, beyond hope of improvement.

PERSONAL ACCIDENT: Accidental bodily injury caused solely and directly by outward violent and visible means.

PERSONAL ASSAULT: An attack on **your** person which warrants Police investigation and / or leads to medical expenses or hospitalisation as a result of the attack.

PERSONAL PROPERTY: Suitcases, holdalls, haversacks and the like, and their contents including clothing as usually carried by travellers for their own use; also infants pushchairs but not tents, dinghies and other items not usually packed as baggage.

NOTE 1: Items hired to **you**, and all items loaned or entrusted to **you** are excluded.

NOTE 2: This travel insurance is not intended to cover expensive items for which **you** should take out full 'Personal Possessions' insurance under **your home** Contents policy.

PERSONAL PUBLIC LIABILITY: **your** legal liability for damages resulting from an accident.

PRE-EXISTING MEDICAL CONDITION: Any **Medical Condition** where **you** have been prescribed medication, including repeat prescriptions or received treatment or attended a GP surgery/specialist, or have attended a hospital, clinic or GP surgery/specialist as an outpatient or inpatient in the last 2 years or for which **you** are currently on an waiting list for treatment or investigation; any terminal illness, any heart, heart related or circulatory condition; respiratory condition; any stress, anxiety, depression or any other psychological condition; or any cancerous condition; or any cerebral condition (relating to the brain);

PUBLIC TRANSPORT SERVICE: Transport undertaken for the convenience of the public which runs to a schedule, such as trains, airlines, coaches but excluding private cars, taxis etc.

SINGLE ARTICLE: A single article or a pair or set (a number of objects grouped or belonging together having certain features in common and that are used in conjunction with each other).

SKI EQUIPMENT: Skis, Bindings, ski boots, ski poles and snowboards.

TRAVELLING COMPANION: 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.

UNATTENDED: Means when **you** are not in full view of and not in a position to prevent unauthorised interference with **your** property.

UNATTENDED VEHICLE: A motor vehicle which is not occupied by a Driver or Passenger.

UNDERWRITER: The company which insures the risks for which cover is provided and under which **you** may be entitled to claim.

VALUABLES: 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; 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.

WE/US/OUR: MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as Mapfre Assistance Agency Ireland, 22-26 Prospect Hill, Galway.

WINTER SPORTS:

- A) Those for which cover is provided if **you** have purchased the **Platinum** level of cover: Cross-country skiing (provided **you** are accompanied by a guide or instructor), ice-skating, skiing, skiing off-piste (provided accompanied by a guide or instructor), snowboarding, snowmobiling (excluding injuries to third parties which are not covered under the **Personal Public Liability** section), tobogganing (non-competitive and excluding the Cresta Run)
- B) Those for which cover is not available under this policy: Ski Acrobatics, Ski jumping, Heli-skiing, Bob-sleighing, Luge, Ski Racing of any kind, the use of Skeletons or Bobsleighs, Snow Jumping stunts

WINTER SPORTS EQUIPMENT: Only available under if **you** have purchased the **Platinum** level of cover: Skis, ski-bindings, ski boots, ski goggles and bindings, ski poles, snowboards.

WORLDWIDE: All other destinations, including **Ireland / United Kingdom** and Europe (as above).

YOU/YOUR: Each insured person named in the Schedule of Insurance

SECTION 1 – CURTAILMENT

IMPORTANT NOTICE - If **you** have to curtail **your holiday/trip** due to **your** illness or injury, **you must** contact the **emergency assistance company** on +353 91 501645.

YOU ARE COVERED FOR:

Your additional travel costs incurred in returning home together with the value of the unused **Irrecoverable** accommodation costs and school and university course fees abroad (including ski hire, ski school and lift passes not used by **you** in respect of Winter

sports holidays where **you** have purchased the Platinum level of cover) paid for prior to departure.

WE WILL PAY :

- Up to €1,500/£1,000 if **you** and, where appropriate, a travelling companion insured through **us**, have to cut short **your trip** and have to return **home** due to any of the following reasons occurring after payment of premium relating to **Your** cover and occurring during the period of insurance:
 - The death, severe injury or serious illness :
 - You**;
 - An **immediate relative** resident in the U.K. or Ireland of either of **you** or of a travelling companion insured through **us** on whom **your trip** depends;
 - You** being required to attend an examination (University or equivalent) or **you** not having attained a result which permits **you** to commence or continue **your** preferred course of study and **you** are required to re-sit the examination as a result of which **you** have to cancel **your trip**.
- If **you** have purchased the **Platinum** level of cover - up to €150/ £100 for the proportionate value of insured ski hire, ski lift pass or ski school if you are medically certified as being unable to use these because of a serious illness or injury, whether or not you cut short your trip.
- You, your travelling companion** or any person **you** have arranged to stay with during **your trip** receiving a diagnosis of **COVID** within 14 days before the start of the **Trip** or in the case of being admitted to hospital with a **COVID** diagnosis within 28 days before the start of the **Trip**.
- Your immediate relative** or **close business associate** being admitted to Hospital with a **COVID** diagnosis.

NOTE - Claim payments for **Curtailments** are calculated pro-rata on the total cost of the **holiday** 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**.

WE WILL NOT PAY:

- The first €60/£40 of each claim for each of **you** unless **you** purchased the excess waiver option in which case no excess will be deducted.
- Claims that are not confirmed as medically necessary and/or where a medical certificate has not been obtained from the attending **doctor** abroad confirming it is necessary to curtail the **holiday/trip**.
- Any claim arising directly or indirectly from a known **pre-existing medical condition** affecting **you** unless **you** have declared all **pre-existing medical conditions** to **us** and have acceptance from **us** in writing;
- Additional travelling expenses incurred, which are not authorised by **us** as detailed on page 20/21 of this policy wording.
- Any claim arising directly or indirectly from any medical condition affecting any immediate 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 terminal prognosis has been received prior to the booking of the trip and or insurance
 - 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 the trip and or insurance, or

C) during the 90 days immediately prior to the booking the trip and or insurance they had:

- required surgery, inpatient treatment or hospital consultations or
 - required any form of treatment or more than 1 prescribed medication
- Any claims for costs relating to pregnancy or childbirth unless the claim is certified by a medical practitioner as necessary due to complications of pregnancy and childbirth.
 - The cost of **your** original pre-booked tickets if the cost of reasonable additional travelling expenses are paid for by **us**.
 - If the results of **your** examination were available prior to **your** date of departure.
 - Any costs relating to airport taxes or air passenger duty. **you** should obtain a refund from **your** carrier for such charges.
 - Any claims in relation to point 1 under 'We will pay' if they occur as a result of **COVID**.
 - Any **COVID** 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.
 - For Anything mentioned in the **General Exclusions**.

NOTE

If you have to curtail your holiday/trip due to your illness or injury you must contact the Emergency Assistance Service and seek prior approval before making any arrangements for your repatriation to your home country.

SECTION 2 - LEGAL EXPENSES

YOU ARE COVERED FOR:

Your legal costs and expenses incurred in claiming for compensation or damages if **you** are injured or die during the period of **your holiday/trip**.

WE WILL PAY:

- Up to €5,000/£3,500 for legal costs and associated expenses incurred in claiming for compensation or damages if **you** are injured or die during the period of **your holiday/trip**.
- Up to €1,500/£1,000 for travel and accommodation costs that **you** have to incur in travelling to a foreign jurisdiction in connection with any legal action commenced by **you** under 1 above.

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 €5,000/£3,500 in total under this policy per **insured person**. This indemnity will be offset against the advance described 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.

WE WILL NOT PAY:

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. Legal costs or associated expenses incurred in respect of any claim not reported to **us** in writing within 90 days after the event giving rise to **your** claim.
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. For anything mentioned in the **General Exclusions**.

SECTION 3 - MEDICAL EXPENSES

ATTENTION: Insured person/Treating doctor or Hospital. In the event of a Medical Emergency the emergency assistance company must be contacted by the insured person or someone acting on their behalf at the first available opportunity. Details of how to contact them are shown on page 25 of this policy.

Failure to contact the emergency assistance company could result in your claim being limited to €650/£500.

For travel to the United States of America: We will only pay for reasonable and necessary emergency medical treatment, surgical, hospital, ambulance and nursing fees and charges. This means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by US Medicare.

We reserve the right to limit payment to what Our medical officer deems reasonable.

If Our medical officer advises a date when it is feasible and practical to repatriate You, but You choose instead to remain abroad, Our liability to pay any further costs under this section after that date will be limited to what We would have paid if Your repatriation had taken place.

YOU ARE COVERED FOR:

Medical and related expenses, including emergency expenses necessarily and reasonably incurred outside **Ireland** or the **United Kingdom**, if during the **holiday/trip** you become ill or are injured or need emergency dental treatment for the immediate relief of pain only and not requiring the use of precious metals (Gold and Platinum Cover only).

WE WILL PAY:

Up to the amount shown in the **Schedule of Cover** for the cover level **you** have chosen and subject to satisfactory completion of the Medical Warranty Declaration and/or Medical Certificate in respect of expenses necessarily and reasonably incurred.

1. Any unforeseen emergency medical and surgical treatment, hospital and nursing **home** charges incurred outside the Ireland or the UK.
2. Reasonable and necessary costs incurred as a result of an unforeseen medical emergency while abroad in respect of additional accommodation (room only) and travelling expenses, (Economy class unless with prior authorisation from the **emergency assistance company**), including those of one or two parents or a friend / relative of **pre-existing medical condition**, only if authorised and arranged by the **emergency assistance company**.
 - a) To travel to, remain with and accompany **you home** in case of serious injury or illness, or to identify **your** remains in the event of **your** death through **personal accident**; or
 - b) If **you** are a child (Under 16 years of age) to escort **you home**.

In the event of a positive diagnosis of **COVID** 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 / £2,000.

3. A benefit of €30/£25 on a daily basis for day-to-day expenses (including meals, phone calls, taxis, etc.) incurred by any person who travels out to visit **you** in accordance with (2) above.
4. For emergency dental treatment (for immediate relief of pain only and not involving the use of precious metals). (Gold and Platinum cover only. Limits apply depending on **your** choice of cover)
5. In the event of **your** death reasonable expenses incurred for the conveyance of the body or ashes to **your home country** Or local funeral expenses abroad which are limited to €3,000 / £2,500.

NOTE - All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.

If in the opinion of the doctor in attendance and the emergency assistance company Medical Officer, 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.

WE WILL NOT PAY FOR:

1. The first €150, £100 of each claim for each of **you** unless **you** have purchased the excess waiver option.
2. Any claims arising directly or indirectly as a result of any **pre-existing medical conditions**, unless **you** have declared all **pre-existing medical conditions** to **us** and have had acceptance from **us** in writing or any claim relating to a cardiac condition if **you** had ANY previous heart conditions within the last 2 years unless all conditions have been declared to **us** and **you** have had acceptance from **us** in writing
3. Any sums which can be recovered by **you** and which are covered under any National Health Insurance Scheme, Voluntary Health Insurance Scheme, Laya Healthcare, AVIVA Healthcare, GLO Health, Any other Private Medical Insurer, EHIC or any Reciprocal Health Arrangement.
4. Any pre-planned or expected medical treatment or diagnostic procedure.
5. Any treatment which is not a surgical or medical procedure with the sole purpose of curing or relieving acute unforeseen illness or surgery.
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. Treatment or services provided by a private clinic or hospital, health spa, convalescent **home** or any rehabilitation centre unless confirmed as medically necessary by **our** Medical Officer.
8. More than the costs of **your** repatriation to **your home country** if: a. **You** are fit to travel and this has been confirmed by the treating **doctor** and the Assistance Medical Officer and b. **You** have refused the offer of assistance to be repatriated to **your home country**.
9. More than €650/£500 in respect of medical expenses incurred by **you** if **you** did not contact **the emergency assistance company** prior to incurring these expenses.
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 **doctor** and the assistance company Medical Officer can or could have been reasonably delayed until **your** return to **your home country**.
 - B) 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. **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 **holiday/trip** balance.
13. Any elective (non-emergency) treatment or surgery, including exploratory tests which are not directly related to the illness or the injury which necessitated **your** admittance into hospital.
14. Treatment for cosmetic purposes unless the **emergency assistance company's** Medical Officer agrees that such treatment is necessary as the result of an accident covered under this policy.
15. Any dental treatment or diagnostic procedure which

is not solely for the immediate relief of pain or discomfort, or to alleviate distress in eating.

16. Expenses incurred as a result of a tropical disease when **you** have not had the recommended inoculations and/or taken the recommended medication.
17. Any additional costs arising from single or private room accommodation unless confirmed as medically necessary.
18. For medical treatment in Ireland or the UK unless **you** have purchased the **Platinum** level of cover which provides limited cover as detailed under section 17 of this insurance.
19. For claims for treatment that is not confirmed as medically necessary by the attending medical practitioner.
20. Claims arising directly or indirectly from covered **Winter Sports** where the **Platinum** level of cover was not purchased.
21. Claims arising directly or indirectly from **Winter Sports** or **hazardous activities** for which cover is not available. See page 6
22. Claims arising directly or indirectly from **hazardous activities** as defined in sub-paragraph b) of the definition of **hazardous activities** unless The **Gold** or **Platinum** levels of cover have been Chosen.
23. 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 or the UK at any time during the holiday/trip. We will do this if in the opinion of the doctor in attendance or the Emergency Assistance Service **You** can be moved safely and/or travel safely to Ireland or the UK to continue treatment.
3. **You** must claim against **your** private health insurer first for any inpatient medical expenses abroad up to **your** policy limit.
4. 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 post mortem examination carried out at our expense. **You** must supply us with a written statement substantiating **your** claim, together with (at **your** own expense) all certificates, information, evidence and receipts that we require.
5. **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

SECTION 4 - LOST PASSPORT EXPENSES

YOU ARE COVERED FOR:

The cost of a temporary passport and reasonable additional travel or accommodation expenses **you** incur abroad in obtaining a temporary passport, including the cost of the temporary passport.

WE WILL PAY:

Up to the amount shown in the **Schedule of Cover** for the cover level **you** have chosen if **your** passport is lost or stolen

WE WILL NOT PAY:

1. If **you** do not exercise reasonable care for the safety and supervision of **your** passport.
2. If **you** do not obtain a written police report within 24 hours of discovery of the loss or theft.
3. For loss arising from confiscation or detention by Customs or other officials or authorities.
4. The cost of a replacement passport obtained in Ireland or the U.K.
5. If **your** passport is stolen from:
 - A) an unattended vehicle
 - B) a hotel room unless the passport was in a locked safe
6. For anything mentioned in the **General Exclusions**.

Special conditions relating to claims:

Within 24 hours of discovery of the incident **you** must report loss of **your** passport to the local Police or to the Carrier, as appropriate.

You must take suitable precautions to ensure the safety of **your** personal baggage, and must not leave it unsecured, unattended or beyond **your** reach at any time.

You must produce to **us** written documentation from one of the parties listed above confirming that the loss or theft occurred during the **trip** - otherwise no claim will be paid.

SECTION 5 - PERSONAL LIABILITY

YOU ARE COVERED FOR:

Your legal expenses and legal liability for damages payable to a third party which result from an accident occurring during the **holiday / trip** period.

WE WILL PAY:

Up to the amount shown in the **Schedule of Cover** for the cover level **you** have chosen in respect of any one occurrence for claims made against **you** for:

1. **Accidental bodily injury** caused to a person who is not a member of **your Family** or household or employed by **you**.
2. Loss or damage to any property which **you** do not own and is not hired, loaned or borrowed by **you** or any member of **your Family**, household or an employee of **pre-existing medical condition**.
3. Damage to **your** temporary **holiday/trip** accommodation that does not belong to **you** or to any member of **your Family**, household or employee.

WE WILL NOT PAY:

For anything arising directly or indirectly from:

1. Liabilities for which **you** are responsible by virtue of an agreement that was made.
2. Claims for injury, loss or damage arising directly or indirectly from:
 - A) Ownership or use of aircraft, horse-drawn or

mechanically propelled vehicles, vessels, sail or powered boats other than rowing boats, punts or canoes, animals other than horses, domestic dogs or cats or firearms

- B) The occupation (except temporarily for the purpose of the **holiday / trip**) or ownership of any land or buildings.
 - C) The carrying out of any trade or profession.
 - D) Racing of any kind.
 - E) Wilful or malicious acts.
3. Liability for which indemnity is provided under any other insurance.
 4. Any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV-related illness including AIDS and/or any mutant derivatives or variations thereof, however caused.
 5. Liability which was as a result of undertaking any **hazardous activity**.
 6. Fines imposed by a court of law or other relevant body.
 7. For anything mentioned in the **General Exclusions**.

NOTE- If **you** are using a mechanically propelled vehicle make sure that **you** are adequately insured for third party cover, as **you** are not so covered under this policy.

SECTION 6 - TRAVEL DELAY/ABANDONMENT

YOU ARE COVERED FOR:

If the public transport on which **you** are booked as a passenger for **your** outward or return journey from or to **your** home country is delayed for more than 12 hours beyond the intended departure time (Travel Delay claim) or delayed 24 hours (Abandonment claim) as a result of:

1. Strike or industrial action (provided that when the policy was issued there was no reasonable expectation that the **holiday/trip** would be affected by such cause).
2. Adverse weather conditions.
3. Mechanical breakdown or technical fault of the aircraft coach, train or sea vessel (excluding any claims arising from withdrawal from service temporarily or otherwise on the orders or recommendation of the Civil Aviation Authority or a port authority or similar body in any country).

WE WILL PAY:

1. €25/£20 for the first full 12 hours that **you** are delayed and €15/£10 for each full 12 hour delay thereafter, up to a maximum of €150/£100.
2. Up to the amounts shown on the **Schedule of Cover** as chosen by **you** that is not otherwise recoverable if **you** abandon **your trip** on the outward leg of **your** journey (after a full 24 hour delay).

WE WILL NOT PAY:

1. The first €100/£60 of each and every claim for each of **you** (if **your** claim is under 2 above) unless **you** purchased the excess waiver option.
2. If **you** did not 'check-in' for the flight, sea crossing, coach or train departure in accordance with the recommended check-in time limits.
3. If **you** do not obtain written confirmation from the airline, shipping, coach or Train Company stating the

period and the reason for the delay.

4. If **your** claim arises from a strike, adverse weather conditions and or industrial action existing or known of on the date of purchase of this policy or arranging the **trip** whichever is later.
5. If the aircraft on which **you** are booked to travel is withdrawn from service 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.
6. Any costs relating to airport taxes, airport charges, service charges, facility charges, user fees, security charges or air passenger duty. **You** should obtain a refund from **your** Carrier for such charges.
7. For anything mentioned in the **General Exclusions**.

IMPORTANT NOTICE Under the new European Union (EU) travel regulations, **you** are entitled to claim compensation from **your** Carrier if **your** flight is delayed for more than five hours. The airline must offer to refund **your** ticket.

SECTION 7 - CANCELLATION

YOU ARE COVERED FOR:

Irrecoverable Cancellation fees payable by **you** if **you** cancel **your trip** after the date of issue of the policy for an insured reason in respect of prepaid costs of **your**:

- A) Travel and accommodation;
- B) School and university fees paid to colleges abroad;
- C) Ski hire, ski school and ski lift passes (provided **you** have chosen the **Platinum** level of cover).

WE WILL PAY:

Up to the amount shown in the **Schedule of Cover** on page 4 respect of the cover as chosen by **you** if the cancellation is necessary and is unavoidable (and is not a result of mere disinclination to commence **your trip** as arranged), if any of the following occurs:

1. The death or disablement by bodily injury, illness, pregnancy occurring after payment of premium relating to **Your** cover and occurring during the period of insurance of:
 - A) **You**
 - B) a travelling companion
 - C) an immediate relative resident in Ireland or the U.K.
2. **You** are required to attend an examination (university or equivalent) or **your** not having attained a result, which permits **you** to commence or continue **your** preferred course of study, and **you** are required to re-sit the examination as a result of which **you** have to cancel **your trip**.
3. **You** being called for jury service or as a witness in a court of law (but not as an expert witness or where **your** employment would normally require **you** to attend court).
- 4(a) **You, Your Travelling Companion** or any person **you** have arranged to stay with during **Your Trip** receiving a diagnosis of **COVID**-within 14 days before the start of the **Trip** or in the case of being admitted to hospital with a **COVID** diagnosis within 28 days before the start of the **Trip**.
- (b) **Your** Close Relative or Close Business Associate being admitted to hospital with a **COVID** diagnosis at the time of the **trip**.

WE WILL NOT PAY:

1. The first €60/£40 of each claim for each **insured person**. In the case of claims for loss of deposit, the first €15/£10 will be deducted from **your** claim. If **you** have purchased the Excess Waiver option, no excess will be deducted.
2. If the examination date was set, or in the case of a re-sit exam, **your** exam results were available before the time of booking.
3. Claims under subsection 1 of this section where a medical certificate has not been obtained from the attending **doctor** confirming it is necessary to cancel the **trip** (Please see **IMPORTANT NOTICE** section for conditions attached).
4. More than the cancellation charge that would have applied if **you** notified the Travel Agent/Tour Operator or provider of transport/accommodation immediately it is found necessary to cancel the **holiday/trip**.
5. Any claim arising directly or indirectly from a known **pre-existing medical condition** affecting **you** unless **you** have declared all Pre-existing Medical Conditions to **us** and **we** have written to **you** accepting them for insurance;
6. Any claim arising directly or indirectly from any medical condition affecting any immediate 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 of the trip and or insurance
 - 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 the trip and or insurance, or
 - c) during the 90 days immediately prior to the booking the trip and or insurance they had:
 - required surgery, inpatient treatment or hospital consultations or
 - required any form of treatment or more than 1 prescribed medication
7. Cancellation caused by pregnancy or childbirth unless the cancellation is certified by a medical practitioner as necessary due to **complications of pregnancy and childbirth**.
8. Failure by the provider of any part of the booked **trip** to supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise). **You** should direct any claim in this case to the provider involved.
9. For anything arising directly or indirectly from the following causes:
 - a) Prohibitive regulations from the government of any country;
 - b) Any circumstance known to **you** likely to cause cancellation prior to the booking of the trip and or insurance.
10. Any costs relating to airport taxes, airport charges, service charges, facility charges, user fees, security charges or air passenger duty. **You** should obtain a refund from **your** Carrier for such charges.
11. 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.
12. Any **COVID** claim events under subsection 4 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**.
13. Anything mentioned in the **General Exclusions**.

IMPORTANT NOTICE

All claims relating to cancellation due to a medical condition or complications of pregnancy and childbirth must be supported by relevant documentation confirming that attendance to a doctor occurred and that advice was given by that doctor (in the case of stress, anxiety, depression or any other mental or nervous disorder a consultant specialising in the relevant field) to cancel a trip prior to cancellation of that trip.

SPECIAL CONDITIONS RELATING TO CLAIMS

- **Your** cancellation must be necessary and unavoidable in order for **you** to claim. Mere disinclination to travel as arranged will not be covered.

SECTION 8 - PERSONAL ACCIDENT / LOSS OF LIMB

There is no cover for Personal Accident under the Silver Policy Option.

YOU ARE COVERED FOR :

A lump sum payment if **You** suffer an **Accidental Bodily Injury** during the Trip, which within 12 months is the sole and direct cause of death or **Permanent Total Disablement**.

WE WILL PAY

To **You** or **Your** legal personal representatives the amount shown in the **Schedule of Cover** for the cover level **You** have chosen if **You** suffer **Accidental Bodily Injury** during the Trip, which within 12 months is the sole and direct cause of death or **Permanent Total Disablement**, as per the following:

- 1) For loss of one or more limbs, total and permanent Loss of Sight in one or both eyes
- 2) For **Permanent Total Disablement**
- 3) Death

NOTE - If **You** are aged under 18 years, the death benefit will be limited to funeral and other expenses up to €3,000/£2,000 and the **Permanent Total Disablement** benefit will not apply.

IMPORTANT - Any claim under this section is limited to 50% of the benefit payable if the injury is as a result of undertaking a **Hazardous Activity**.

WE WILL NOT PAY FOR :

- 1) Injury not caused solely by outward, violent and visible means.
- 2) **Your** disablement caused by mental or psychological trauma not involving **Your** bodily injury.
- 3) Any claims for death, loss or disablement 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 Holiday/Trip.
 - c) Pregnancy.
 - d) An incident which is as a result of any **Hazardous Activity** unless cover for that activity is provided in category a or b (and the appropriate level of cover has been chosen and paid). In such cases where there is cover, 50% of the overall benefit is payable.
- 4) Any more than one of the benefits 1 or 2 above in respect of any one occurrence.
- 5) More than 50% of the overall benefit payable if the claim is as a result of any **Hazardous Activity** (even if the appropriate level of cover has been chosen)
- 6) Anything mentioned in the **General Exclusions**.

SECTION 9 - STUDENT LOANS

THERE IS NO COVER FOR STUDENT LOANS UNDER THE SILVER LEVEL OF COVER

YOU ARE COVERED FOR:

Any outstanding debit balance(s) in respect of loan(s) in **your** name with a bank, credit union or other financial institution which was arranged by **you** for the purpose of the payment of tuition fees, course fees and the related costs of **your** attending university or other third level educational institutions.

WE WILL PAY:

The amounts shown in the **Schedule of Cover** on page 4 in respect of the **GOLD** or **PLATINUM LEVELS OF COVER**

1. Up to €4,000/£2,500 in respect of outstanding debit balances if **you** are unable to continue **your** studies in the event of **your** death or being **permanently totally disabled** as a result of a personal accident during **your** holiday/trip.

WE WILL NOT PAY:

1. For any claims where **your** death or **Permanent Total Disablement** is caused by or arises directly or indirectly from:
 - A) Disease(s) or any physical defect(s) or illness;
 - B) An injury which existed prior to the start of the holiday / trip;
 - C) Pregnancy.
2. Anything mentioned in the **General Exclusions**.

SECTION 10 - PERSONAL PROPERTY

YOU ARE COVERED FOR:

PERSONAL PROPERTY

Any of **your** own **personal property**, which is lost, stolen, damaged or destroyed.

DELAYED PERSONAL PROPERTY

Any of **your** own **personal property** which is delayed in reaching **you** at **your** destination on **your** outward journey for at least 12 hours (24 hours in the case of skis if **you** have chosen the **Platinum** level of cover).

WE WILL PAY:

PERSONAL PROPERTY

1. Up to the amount shown in the **Schedule of Cover** on page 4 in respect of the cover as chosen by **you** for the value or repair of the articles (after making proper allowance for wear, tear and depreciation). Claims in respect of valuables or in respect of single articles or a pair or set of articles which is / are lost or damaged will be limited to the amount shown in the **Schedule of Cover** on page 4 in respect of the or cover option as chosen by **you**.
2. Up to €60/£40 maximum each in respect of **your**

- sunglasses, spectacles or personal stereo up to €225/ £150 (in total) in respect of CD or DVD players or CDs or DVDs.
3. Up to a maximum of €150/ £100 for the unused portion of ski lift passes (where **you** have chosen the **Platinum** level of cover).

NOTE :

- The maximum **we** will pay for any one article, or for any one Pair or Set of articles, is shown on page 4. If **you** cannot provide an original receipt, valuation report or other satisfactory proof of ownership (for example, 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/£50. Evidence of replacement value is not sufficient.
- The maximum **we** will pay for mobile telephones is limited to €150/£100 per **insured person**.
- The maximum **we** will pay for Personal Property or Valuables lost, damaged or stolen from a beach or pool-side is limited to €150/£100 per **insured person**.
- The maximum **we** will pay for any cigarettes or alcohol lost, damaged or stolen is limited to €75/£50 in total under this policy.

DELAYED PERSONAL PROPERTY

1. Up to €150/£100 towards the cost of buying replacement necessities (Original receipts will be necessary in the event of a claim).
2. Up to €150/£100 to cover the reasonable cost of hiring replacement skis while **your** own remain missing (where **you** have chosen **Platinum** level of cover)

WE WILL NOT PAY:

1. The first €60 / £40 of each claim for each **insured person** (not applicable to Delayed Personal Property above) unless **you** have purchased the Excess Waiver option in which case no excess will be deducted.
2. If **you** do not exercise reasonable care for the safety and supervision of **your** personal property.
3. If **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of personal property or valuables.
4. If **your** property is lost or damaged in transit, unless **you** get a written report from the carrier within three days of the loss (Form P.I.R. in the case of an airline).
5. For loss, destruction, damage or theft of dentures; bonds; securities; stamps or documents of any kind (excluding loss of passport which is covered under Section 4 of this policy and non-refundable travel tickets which are covered under Section 11 of this policy), including driving licences; musical instruments; typewriters; glass; china; antiques; pictures; pedal cycles; hearing aids; unused mobile telephone rental charges or prepayments; coupons; vehicles or accessories; boats and/or ancillary equipment; samples or merchandise or business goods or specialised equipment relating to a trade or profession; ski passes (if **you** have not chosen the **Platinum** level of cover), sports gear while in use (other than ski equipment in respect of Winter sports **holidays/trips** if **you** have chosen the **Platinum** level of cover, or valuables left as

- "checked- in" personal property with a carrier.
6. For damage caused by wear and tear.
 7. For mechanical breakdown or derangement, breakage of fragile or brittle articles unless caused by fire or by accident to the vessel, aircraft or vehicle in which they are being carried.
 8. For **your** personal property stolen from :
 - A) A hatchback vehicle unless the personal property was in the locked boot of the vehicle, below the rear parcel shelf and out of sight;
 - B) An unattended vehicle unless it was in the locked boot of the vehicle and there is evidence of forcible entry, or
 - C) A vehicle left unattended for any period between the hours of 2100hrs and 0900hrs.
 9. For any shortages due to error, omission or depreciation in value or for property otherwise insured.
 10. For loss from confiscation or detention by Customs or other officials or authorities.
 11. For claims for loss or damage to property or equipment hired by, leased or entrusted to **you**.
 12. For anything that can be replaced by the issuer;

For anything mentioned in the **General Exclusions**.

SPECIAL CONDITIONS RELATING TO CLAIMS

We have the option to either pay **you** for the loss, or replace, reinstate or repair the items concerned. 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; thus a deduction is made for wear, tear, and depreciation, bearing in mind the age of the items. **You** must take suitable precautions to secure the safety of **your** Personal Property, and must not leave it unsecured or **Unattended** or beyond **your** reach at any time in a place to which the public have access. If claiming for **your** goods that were stolen or lost **you** should produce proof of purchase of the original goods by way of receipts, credit card or bank statements, as failure to do so may affect the assessment of the claim.

Within 24 hours of discovery of the incident, **you** must report loss of Personal Property to the local Police or to the Carrier, as appropriate, (damage to Personal Property in transit must be reported to the Carrier before **you** leave the baggage hall and a Property Irregularity Report (PIR) must be obtained). **You** must produce to **us** written documentation from one of the parties listed above confirming that the loss or theft occurred during the **trip** - otherwise no claim will be paid.

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 claim completed).

IMPORTANT NOTICE

Under the European Union (EU) travel regulations, **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 11 - LOSS OR THEFT OF PREPAID TICKET

THERE IS NO COVER FOR LOSS OR THEFT OF PREPAID TICKETS UNDER THE SILVER LEVEL OF COVER

YOU ARE COVERED FOR:

The loss or theft of any prepaid non-refundable tickets valid for travel on travel services outside **your home country** including Inter-Rail passes, Eurail passes, Amtrak passes, Ameripass tickets and such like, provided the original ticket is personalised to be used only by **you**.

WE WILL PAY:

Up to the amount shown on the **Schedule of Cover** in this document for the cover level **you** have chosen towards the cost of obtaining a replacement ticket to enable **you** to continue **your** journey, or towards the cost of travel back to **your home country**, whichever is the less. Please note, there is no cover under this section if **you** chose the Silver Level of cover.

WE WILL NOT PAY:

1. The first €60/£40 of each and every claim for each of **you** unless **you** have purchased the Excess Waiver option in which case no excess will be deducted.
2. If **you** do not exercise reasonable care for the safety and supervision of **your** non-refundable ticket.
3. If **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of the ticket.
4. If **you** do not obtain a written report from the provider of the service purchased in the country in which the loss or theft occurs.
5. Anything that can be replaced by the issuer;
6. For **your** prepaid non-refundable tickets stolen from:
 - A) A hatchback vehicle, unless the ticket was in the locked boot of the vehicle and below the rear parcel shelf and out of sight;
 - B) An **unattended vehicle** unless the prepaid nonrefundable ticket was in the locked boot of the vehicle and that there is evidence of forcible entry;
 - C) An **unattended vehicle** left for any period between the hours of 2100hrs and 0900hrs.
7. For anything mentioned in the **General Exclusions**.

Special Conditions relating to claims: **You** must take suitable precautions to secure the safety of **your** prepaid tickets, and must not leave it unsecured or Unattended or beyond **your** reach at any time in a place to which the public have access.

SECTION 12 - MISSED DEPARTURE/ CONNECTION

THERE IS NO COVER FOR MISSED DEPARTURE / CONNECTION UNDER THE SILVER LEVEL OF COVER

YOU ARE COVERED FOR:

Your necessary, **irrecoverable** additional travel and accommodation expenses that **you** incur in order to reach **your** pre-booked destination.

WE WILL PAY:

Up to the amount shown in the **Schedule of Cover** for the cover level **you** have chosen for **your** necessary additional travel and accommodation expenses if **you** arrive at the point of international departure and/or any intermediate departure point en route on **your** pre-booked journey too late to begin or continue the booked **holiday/trip** as a result of a failure of **public transport services**, provided that every reasonable step has been taken by **you** to complete the journey to the departure point on time. Please note, there is no cover under this section if **you** chose the Silver Level of cover.

WE WILL NOT PAY:

1. If **your** claim arises from withdrawal of service of an aircraft or sea vessel on the recommendation of a port authority or the Civil Aviation Authority or any similar body in any country.
2. If **your** claim arises from a strike and/or industrial action existing or known of on the date of purchase of this policy.
3. If the reason for the failure of the **public transport service** is within the control of the provider.
4. If the aircraft on which **you** are booked to travel is withdrawn from service 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.
5. For anything mentioned in the **General Exclusions**.

Special conditions relating to claims: **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 stating the period and reason for delay.

SECTION 13 - PERSONAL ASSISTANCE

THERE IS NO COVER FOR PERSONAL ASSISTANCE UNDER THE SILVER OR GOLD LEVELS OF COVER

YOU ARE COVERED FOR:

The provision of the services listed below whilst outside **your home country**. In all cases where **you** use the services offered in this section, the provision of such services by **us** will not prejudice **your** right to make a claim under any other section of the policy. If **you** have to use services offered under this section **you** must contact the **emergency assistance company** who will provide the service to **you**. Details of how to contact them are on page 25.

Please note, there is only cover under this section if **you** have chosen the Platinum Level of cover

WE WILL PAY:

The costs incurred in providing the following services:

1. The transmission, at **your** request, of up to two urgent messages to **your home** in **your home country** following **your** illness, accident, unforeseen travel delay problems or other unforeseen problems arising.

- The provision of advice in replacing essential medication or prescription drugs which have been lost or are unobtainable in the country from which **you** call.
- The provision of advice in the obtaining of names and addresses of local doctors, hospitals, clinics and dentists when consultation or minor treatment is required.
- The provision of advice and, where possible assistance with the replacement of lost /stolen tickets and travel documents and referral to suitable travel offices.
- The Provision of advice in obtaining contact details of bank, police and embassy in the event that **your** credit card(s) or charge card(s) are lost or stolen.
- If a claim is made under Section 15.
- If the return transportation is not organised through the travel agent **you** bought this policy from.
- If the original duration of **your** booked travel was for less than a period of three months from the date of first departure.
- If there is less than fifty per cent remaining of **your** original booked travel.
- Claims under subsection 1 of this section where a medical certificate has not been obtained from the attending **doctor** confirming it was necessary to curtail the original **holiday/trip**.
- Any claim arising directly or indirectly from a known **pre-existing medical condition** affecting **you** unless **you** have declared all Pre-existing Medical Conditions to **us** and **we** have written to **you** accepting them for insurance;
- Any claim arising directly or indirectly from any medical condition affecting any immediate 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 of the trip and or insurance
 - 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 the trip and or insurance, or
 - C) during the 90 days immediately prior to the booking the trip and or insurance they had:
 - required surgery, inpatient treatment or hospital consultations or
 - required any form of treatment or more than 1 prescribed medication

WE WILL NOT PAY:

- The cost of any replacement articles, drugs or other medicines.
- For anything mentioned in the **General Exclusions**.

The provision of services referred to in this section shall be at the sole discretion of the Assistance Company. It should be further noted that in certain circumstances it may not be possible to provide any or all of the services mentioned depending on the location. In applying their discretion as to whether or not any of the requests made by **you** fall within the terms of this section, the Assistance Company shall not act unreasonably. This section intended to provide advice and assistance, **we** do not accept any liability or additional expenses that may be caused either directly or indirectly by the provision of this service.

SECTION 14 - RESUMPTION OF JOURNEY

THERE IS NO COVER FOR RESUMPTION OF JOURNEY UNDER THE SILVER OR GOLD LEVELS OF COVER

YOU ARE COVERED FOR:

Your flight costs incurred in returning to **your** destination abroad. Please note, there is only cover under this section if **you** have chosen the Platinum Level of cover

WE WILL PAY:

Up to a maximum of €600/ £400 in respect of the cost of flights to a European destination or a maximum of €1,200/£800 for flights to a worldwide destination if **you** become ill or are injured and are repatriated under the provisions of this policy to the U.K. or Ireland or if **you** have to interrupt **your** trip due to any of the following reasons:

The death, severe injury or serious illness occurring after payment of premium relating to **your** cover and occurring during the period of insurance of:

- You**
- a travelling companion
- an immediate relative resident in the U.K. or Ireland

WE WILL NOT PAY:

- The first €60/£40 of each claim of each **insured person** unless **you** have purchased the Excess waiver option in which case no excess will be deducted.

- Anything arising directly or indirectly from the following causes:
 - Prohibitive regulations by the government of any country.
 - Any circumstance known to **you** likely to cause curtailment prior to the period of insurance.
- For anything mentioned in the **General Exclusions**.

SECTION 15 - RETURN OF AIRFARE

THERE IS NO COVER FOR RETURN OF AIRFARE UNDER THE SILVER OR GOLD LEVELS OF COVER

YOU ARE COVERED FOR:

A benefit if there is no value available to **you** in respect of the unused portion of **your** original flight ticket. Please note, there is only cover under this section if **you** have chosen the Platinum Level of cover

WE WILL PAY:

Twenty five per cent of the original cost of the flight ticket up to a maximum of €225/ £150, if:

1. **You** become ill or are injured and are repatriated to the U.K. or Ireland under the provisions of this policy, or;
2. **You** have to curtail **your trip** due to the following reasons: The death, severe injury or serious illness occurring after payment of premium relating to **your** cover and occurring during the period of insurance of:
 - A) **You**
 - B) a travelling companion or any person with whom **you** had intended to stay with whilst on **your** trip and on whom the trip depended
 - C) an immediate relative resident in the U.K. or Ireland.

WE WILL NOT PAY:

1. If a claim is made under Section 14.
2. Any costs relating to airport taxes, airport charges, service charges, facility charges, user fees, security charges or air passenger duty. **You** should obtain a refund from **your** Carrier for such charges.
3. For anything mentioned in the **General Exclusions**.

SECTION 16 - WINTER SPORTS EQUIPMENT AND OTHER EXPENSES

THERE IS NO COVER FOR WINTER SPORTS EQUIPMENT AND EXPENSES UNDER THE SILVER OR GOLD LEVELS OF COVER

WINTER SPORTS EQUIPMENT

The loss, theft, damage or destruction of ski equipment belonging to **you** or hired by **you**. Please note, there is only cover under this section if **you** have chosen the **Platinum** level of cover.

SKI PACK

The proportional amount or **irrecoverable** prepaid charges paid by **you** or contracted to be paid by **you** before departure, for ski equipment hire, lift passes and ski school costs.

SKI HIRE

The cost of the necessary hire of ski equipment.

WE WILL PAY:

1. WINTER SPORTS EQUIPMENT

Up to €450/£300 for the value or repair of ski equipment, (after making proper allowances for wear, tear and depreciation) if owned by **you** or up to €225/£150 if the ski equipment has been hired by **you**. 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.

2. SKI PACK

Up to €300/£200 if **you** are necessarily prevented from skiing for more than 48 hours following injury or illness sustained by **you** during the period of **your holiday / trip**.

3. SKI HIRE

Up to €300/£200 if **you** are deprived of **your** own ski equipment following:

- A) Loss or damage to it;
- B) It being misdirected or delayed in transit for a period of at least 24 hours.

WE WILL NOT PAY:

1. The first €60/£40 of each claim for each **insured person** unless **you** have purchased the Excess Waiver option in which case no excess will be deducted.
2. If **you** do not exercise reasonable care for the safety and supervision of **your** ski equipment or ski equipment hired by **you**.
3. If **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of ski equipment.
4. If **you** do not obtain a written carriers report if **your** ski equipment is lost or damaged in transit (or a Property Irregularity Report (P.I.R.) in the case of an airline).
5. If **you** do not have receipted evidence that the ski equipment has been hired by **you**.
6. For loss, theft, damage or destruction:
 - A) From confiscation or detention by Customs or other officials or authorities;
 - B) Due to wear and tear.
7. For ski equipment stolen from:
 - A) A hatchback vehicle unless the ski equipment was in the locked boot of the vehicle and there is evidence of forcible entry; or
 - B) An unattended vehicle unless the ski equipment was in the locked boot of the vehicle and there is evidence of forcible entry; or
 - C) A vehicle left for any period between 2100hrs and 0900hrs.
8. If **you** do not obtain all hire receipts in respect of alternative ski equipment.
9. For anything mentioned in the **General Exclusions**.

SECTION 17 - CONTINUING MEDICAL EXPENSES

THERE IS NO COVER FOR CONTINUING MEDICAL EXPENSES UNDER THE SILVER OR GOLD LEVELS OF COVER

YOU ARE COVERED FOR:

Medical expenses incurred following **your** return **home**. Please note, there is only cover under this section if **you** have chosen the **Platinum** Level of cover -

WE WILL PAY:

1. DENTAL TREATMENT

Up to €150/£100 if **you** require further dental treatment after **your** return **home** as a result of emergency dental treatment provided during **your holiday/trip**, provided the treatment is directly referable to the emergency dental treatment abroad which arose during **your holiday/trip**.

2. PHYSIOTHERAPY TREATMENT

Up to €150/£100 if **you** suffer accidental injury during

your holiday/trip as a direct result of which **you** are recommended to receive physiotherapy treatment following **your return home**.

3. COSMETIC SURGERY

Up to €4,000/£2,500 if **you** suffer accidental injury during **your holiday/trip** as a direct result of which **you** are recommended to receive corrective cosmetic surgery following **your return home**.

WE WILL NOT PAY:

1. If the need for continuing treatment following **your return home** is not certified as being necessary by the **doctor** or dental surgeon which **you** would normally attend at **home**.
2. If the treatment received at **home** does not arise as a direct result of either an accidental injury or personal assault that occurred during **your holiday/trip**.
3. If the treatment received at **home** does not take place within 30 days of **your return**.
4. For claims such as treatment arising directly or indirectly from anything mentioned in the **General Exclusions**.
5. If **you** are unable to provide a medical report from the attending doctor abroad showing the injury / dental issue first arose during **your holiday/trip**.

SECTION 18 - SEARCH AND RESCUE COVER

THERE IS NO COVER FOR SEARCH AND RESCUE COVER UNDER THE SILVER OR GOLD LEVELS OF COVER

YOU ARE COVERED FOR:

Costs necessarily incurred on **your** behalf in searching for **you**, rescuing or recovering **you** if **you** are missing or if **you** have suffered a serious accident during **your holiday/ trip**. Please note, there is only cover under this section if **you** have chosen the **Platinum** Level of cover

WE WILL PAY:

Up to €4,500/£3,000 in respect of costs necessarily and reasonably incurred by official search and rescue organisations in the locality in which **you** are in as a result of their:

- A) Searching for **you**;
- B) Rescuing **you**; or
- C) Recovering **you** if **you** are missing or if **you** have suffered a serious accident.

WE WILL NOT PAY:

1. If the search and rescue has not been arranged and authorised by a locally based recognised search and rescue facility.
2. If the expenses are incurred by persons acting as an informal search and rescue party.
3. If the need for search and rescue has arisen as a result

of **your** directly or indirectly failing to take heed of any local warning notices about the area in which the need for **your** search and rescue has arisen.

4. For anything mentioned in the **General Exclusions**.

SECTION 19 - GOVERNMENT TRAVEL ADVICE

THERE IS NO COVER FOR GOVERNMENT TRAVEL ADVICE UNDER THE SILVER OR GOLD LEVELS OF COVER

Should Department of Foreign Affairs or the Foreign and Commonwealth Office advise against travel, or all but essential travel, after **you** have purchased **your** policy or have booked **your trip**. Please note, there is only cover under this section if **you** have chosen the **Platinum** Level of cover.

YOU ARE COVERED FOR:

CANCELLATION

Irrecoverable Cancellation fees payable by **you** if **you** cancel **your trip** after the date of issue of the policy for an insured reason in respect of prepaid costs of of **your**:

- A) Travel and accommodation;
- B) School and university fees paid to colleges abroad;
- C) Ski hire, ski school and lift passes, if **you** have chosen the **Platinum** level of cover.

CURTAILMENT

The value of the unused portion of **your** travel and **Irrecoverable** accommodation costs and school and university fees abroad (including ski hire, ski school and lift passes not used by **you** in respect to **Winter Sports** if **you** have purchased the **Platinum** level of cover.

MISSED DEPARTURE/ CONNECTION

Your necessary additional **Irrecoverable** travel and accommodation expenses that **you** incur in order to reach **your** booked destination.

ADDITIONAL EXPENSES

Additional **Irrecoverable** expenses incurred in respect of **your** travel and accommodation expenses incurred by **you** as a result of a **government travel advice** that is the sole cause of an interruption to **your** pre-booked travel itinerary.

WE WILL PAY:

CANCELLATION

Up to €1,500/£1,000 if the cancellation arises as a direct result of government travel advice issued not to Travel to **your** intended destination that is announced within seven days of the pre booked departure date

CURTAILMENT

Up to €1,500/£1,000 if **you** have to cut short **your trip** and have to return **home** due to events occurring in the

country **you** are visiting as a result of which government travel advice is issued advising **you** to leave the country for **your** own safety or well being.

MISSED DEPARTURE / CONNECTION

Up to €600/£400 for necessary additional travel expenses if **your** outward or return journey is cancelled as a result of the Airline or Ferry company on which **you** are booked to travel, cancelling the service as a direct result of government travel advice advice not to operate the service.

ADDITIONAL EXPENSES

Up to €150/£100 per night to a maximum of €750/£500 if **you** incur additional accommodation expenses where **your** return flight is cancelled or delayed as a result of the Airline **you** are booked to travel on cancelling (as a direct result of government travel advice) the service, which **you** are booked to travel on.

WE WILL NOT PAY:

If the Airline or other carrier or tour operator make alternative arrangements to accommodate **you** or rearrange flights.

For any claim arising as a result of a terrorist incident or threat of a terrorist incident occurring.

Any claims caused by or relating to \pounds 100. Nor will we cover any claims relating to any fear or threat of \pounds 100.

For anything mentioned in the **General Exclusions**.

Any costs incurred by **you** which are recoverable from the providers of the accommodation (or their administrators) or for which **you** receive or are expected to receive compensation or reimbursement.

Any costs incurred by **you** which are recoverable from the Airline or other carrier or for which **you** receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.

GENERAL EXCLUSIONS

WE WILL NOT COVER:

1. 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.
2. 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**. Examples of this would include (But not limited by) Private Medical Insurance, **home** Contents Insurance, Gadget Insurance or through the carrier) This exclusion shall not apply to Personal Accident cover under Section 3.
3. Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which **you** would have paid for in any case).

4. Any losses which are not directly covered by the terms and conditions of this policy. Examples of losses **we** will not pay for include loss of earnings due to being unable to return to work following injury or illness happening while on a **trip** and replacing locks if **you** lose **your** keys
5. Costs of telephone calls or faxes, meals, taxi fares (with the sole exception of the taxi costs incurred for the initial journey to a hospital abroad due to an **insured person's** illness or injury), interpreters' fees,, time-share maintenance fees, **holiday** property bonds or points and any additional travel or accommodation costs (unless pre-authorised by **us** or part of a valid claim under Section 3 (Medical Expenses), Section 7 (Cancellation or Section 7 (Curtailement).
6. Any deliberately careless or negligent act or omission by **you**.
7. Any claim arising or resulting from **your** own intentional illegal or criminal act.
8. **Your** suicide or attempted suicide, **you** deliberately injuring **yourself**. Any claim arising directly or indirectly from **your** 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)
9. More than €650/£500 in respect of medical expenses incurred by **you** if **you** do not contact **Fairsure Assistance** at the first available opportunity.
10. More than €650/£500 in respect of flights and associated costs incurred by **you** in connection with a **curtailment** claim if **you** did not contact **Fairsure Assistance** prior to the costs being incurred.
11. Wilful exposure to exceptional risk, except in an attempt to save Human Life.
12. **Hazardous activities** as defined at sub-paragraph (b) of the definition of **hazardous activities** on page 6 unless **you** have chosen **Platinum** cover.
13. **Hazardous activities** as defined at subsection (c) of the definition of **hazardous activities** on page 6 for which cover is not available.
14. **Winter Sports** as defined at sub paragraph (a) of the definition of **Winter Sports** on page 6 unless **you** have chosen the **Platinum** Level of Cover, paid the appropriate premium and it is mentioned on the **Certificate of Insurance**. There is no cover for the **Winter Sports** defined in sub paragraph (b) on the definition of **Winter Sports** on page 6.
15. Participation in any formal organised competition involving any **hazardous activities** or **Winter Sports** (as defined on pages 6 - 7).
16. Fighting except in self defence.
17. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political,

religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (I) involves violence against one or more persons; or
- (II) involves damage to property; or
- (III) endangers life other than that of the person committing the action; or
- (IV) creates a risk to health or safety of the public or a section of the public; or
- (V) is designed to interfere with or to disrupt an electronic system.

This Policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism. This exclusion does not apply to claims under Section 3 Medical Expenses and Section 8 Personal Accident.

- 18. Any legal liability directly or indirectly relating to: -
 - A) Ionising radiation or contamination by radioactivity from any waste from the combustion of nuclear fuel;
 - B) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear machinery or any part of it;
 - C) Pressure waves caused by aircraft and other flying objects travelling faster than the speed of sound.
- 19. Your travel to a country or specific area or event to which the Travel Advice Unit of the Department of Foreign Affairs or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel unless this advice relates only to COVID. In this instance, only claims relating to COVID will not be considered.
- 20. 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.
- 21. Any additional hospital costs arising from single or private room accommodation unless medically necessary.
- 22. Treatment or services provided by a health spa, convalescent or nursing **home** or any rehabilitation centre.
- 23. **Manual work** of any kind.
- 24. Any payment which **you** would normally have made during **your** travels if nothing had gone wrong.
- 25. 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 Related Expenses and Medical Emergency Assistance.
- 26. Any claim when **you** have not paid the appropriate premium for **your** planned **trip**. 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.

27. 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.

- 28. Any loss or damage directly or indirectly caused by 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 negligence on **our** part can be demonstrated.
- 29. Any claim arising directly or indirectly from circumstances known to **you** before **you** purchased this insurance or booked the **trip** which could reasonably have been expected to lead to a claim.
- 30. Any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever.
- 31. Any claim arising directly or indirectly from a Natural Disaster.
- 32. Any claims caused by or relating to **COVID**. This applies to all sections of cover apart from Section 1 (Curtailment) subsections 3 & 4, Section 7 (Cancellation) subsections 4 (a) and (b) and Section 4 (Emergency Medical and Repatriation expenses) provided You have not travelled to a country or specific area or event to which the Travel Advice Unit of the Department of Foreign Affairs or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel.
- 33. Any claim caused directly or indirectly from the bankruptcy/liquidation of any tour operator, travel agent or transportation company.

CONDITIONS

- 1. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to: a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy; b) to make sure that all information supplied as part of **your** application for cover is true and correct; c) tell **us** of any changes to the answers **you** have given as soon as possible. Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.
- 2. Cover will not be valid unless each **insured person** has declared all necessary Pre-existing **Medical Conditions** to **us** and they have been formally accepted by **us** in writing. (Please refer to the Important Health Requirements.)
- 3. Any medical information supplied in a Medical Health Declaration will be treated in the strictest confidence, will be used solely for **our** own internal purposes for the assessment of the risk, and will not be disclosed to any outside person or authority without the specific

approval of the person whose details are shown in the Medical Health Declaration.

4. During each **period of insurance** and before **you** depart on each **trip you** must declare to the Accident & General Medical Screening Helpline any change in **your** health or medical status. This change must be accepted in writing by **us** before cover will be continued. If **you** are unsure as to whether **you** need to tell **us** about a change **you** should contact the Accident & General Medical Screening Helpline.
5. No payment will be made under the policy without appropriate evidence to confirm the details of the claim being received.
6. Any certificates, information, evidence and receipts required by **us** must be obtained at **your** expense (originals must be provided). If **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination, both at **our** expense.
7. **You** should take all reasonable steps to recover any lost or stolen article.
8. **You** must exercise reasonable care for the supervision and safety of both **you** and **your** property. **You** must take all reasonable steps to avoid or minimise any claim. **You** must act as if **you** are not insured.
9. **You** must avoid needless self-exposure to peril unless **you** are attempting to save human life.
10. In the event of a valid claim **you** shall allow **us** the use of any relevant travel tickets **you** are not able to use because of the claim.
11. If any claim is found to be fraudulent in any way this policy is void and all claims will be denied.
12. **You** should not admit liability, offer or promise to make any payment without written consent from **us**.
13. **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.
14. **We** may, at any time, pay to **you** **our** full liability under this policy after which will accept no further liability.
15. Where it is possible for **us** to recover sums that **we** have paid out under the terms of the policy, **you** must co-operate fully with **us** in any recovery attempt **we** make. **We** will pay all costs associated with the recovery.. Should **you** instigate **your** own recovery from other parties the sums **we** have paid out under the terms of the policy will be reimbursed from any recovery **you** have made.
16. **We** may give 7 days' notice of cancellation of this policy by recorded delivery to **you** at **your** last known address. In this case **we** shall refund to **you** the unexpired pro-rata portion of the premium **you** have paid.
17. **You** will be required to repay to **us**, within one month of **our** request to **you**, any costs or expenses **we** have paid on **your** behalf which are not covered under the terms and conditions of this policy.
18. 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 provided that the original policy has not yet expired. The maximum period of cover is 730 days from the date of first issue.
19. Claims must be notified to **us** in writing within 28 days of the claim arising.
20. When engaging in any sport or **holiday** activity (not excluded under **General Exclusions**) **you** must accept

and follow the supervision and tuition of experts qualified in the pursuit or activity in question, and **you** must use all appropriate precautions, equipment and eye protection.

21. Although **we** are prepared to cover **you** when undertaking certain sports and activities, the availability of the insurance cover does not, in itself, imply that **we** or the **Underwriters** consider such sports and activities to be safe. At all times **you** must satisfy **yourself** that **you** are capable of safely undertaking the planned sport or activity and **you** must take care to avoid injury, accident or loss to **yourself** and to others.

NOTE - The insurers must be informed of any fact, which is likely to influence the insurers in the acceptance, assessment or **our** continuing to underwrite this risk. Failure to do so may invalidate this insurance leaving **you** with no right to make a claim.

BEFORE YOU CLAIM

Please read the relevant portion of the policy including the Definitions, Declaration, and the section **you** are claiming under as well as the **General Exclusions** and Conditions before completing the claim form.

It is important that all documentation to support **your** claim is submitted with the completed claim form.

We would suggest that **you** retain copies for **your** own records. If any items of personal property are stolen **you** must notify the local police within 24 hours. Please make sure **you** get a copy of the police report. Any loss or damage to personal property whilst in the custody of the carriers (airline, bus, rail, ferry company, etc.) should be notified immediately in writing to such carriers but in any event within three days and a report obtained. Please note that the sums insured under each section and the amount deductible from each claim apply to each **insured person**.

WHILE YOU ARE AWAY

WHAT TO DO IN THE CASE OF MEDICAL EMERGENCY

To comply with the terms and conditions of this cover **you** must obtain the prior consent of the Emergency Assistance Service before incurring any expenses over €650 / £500, curtailing or extending **your** trip due to **your** illness or injury. In the case of an emergency where **you** are physically prevented from contacting us immediately, **you** or someone designated by **you** must contact us within 48 hours, otherwise we may not pay **your** claim.

NOTE: **You** must retain receipts for medical and additional costs incurred and **you** are responsible for any policy excess which should be paid by **you** at the time of treatment.

MEDICAL TREATMENT ABROAD

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 transport to **your** home when this is considered

to be medically necessary by our senior medical officer.

REPATRIATION OF PATIENTS

If **you** have to return to Ireland under section 2 (Emergency medical, repatriation & associated expenses), the relevant 24 hour medical emergency services must authorise this. If they do not, this could mean that **we** will not provide cover or **we** may reduce the amount **we** pay for **your** return to Ireland. **We** reserve the right to repatriate **you** should **our** medical advisors consider **you** fit to travel.

HOW TO MAKE A CLAIM

1. If **you** need to make a claim under any section please obtain a claim form by telephoning or emailing Fairsure Claims, quoting the number shown on **your** Certificate of Insurance and which section of the policy **you** are claiming under.

**Fairsure Explorer Travel Claims,
Mapfre Assistance Agency Ireland
22-26 Prospect Hill, Galway
ROI: (091) 501645 / UK/NI: (028) 956 80133
Email: traveldept@mapfre.com**

Claim forms can also be downloaded from
www.accidentgeneral.ie

If **you** are abroad for a long stay and wish **your** claim to be dealt with prior to **your** return, **you** can write, phone or e-mail for a claim form to be sent to **you**.

DON'T FORGET

1. If **your** claim is under Section 3 or Section 7 and it is outside **your** resources, **you** should contact Fairsure Assistance and **you** must contact them if **your** claim arises as a result of a medical emergency.
2. Return **your** completed claim form to Fairsure Claims together with all documentation required including:
 - A) **Your** Certificate of Insurance;
 - B) Confirmation of booking;
 - C) Original receipts and any applicable medical reports in respect of medical expenses;
 - D) Proof of ownership in respect of claims for lost/stolen baggage, tickets etc;
 - E) Police report (obtained within 24 hours of discovery) in the event of theft of personal property;
 - F) Evidence of delay in the event of a claim under the Travel Delay or Missed Departure / Connection sections; and
 - G) Other evidence as appropriate to **your** claim.
3. If **you** do not submit all documentation as requested this will lead to a delay in the processing of **your** claim. In order to handle claims quickly, **we** may use appointed claims handling agents.

When claims settlements are made by the BACS (Bank Automatic Clearing System) or other electronic banking system method, **you** will be responsible for supplying **us** with the correct bank account details and **your** full authority for

us to remit monies directly to that account. Provided that payment is remitted to the bank account designated by **you**, Fairsure Claims shall have no further liability or responsibility in respect of such payment, and it shall be **your** sole responsibility to make collection of any misdirected payment in the event of incorrect details having been provided to **us**.

IMPORTANT NOTICE

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

1. **Denied boarding and cancelled flights**
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**
If **your** flight is delayed for more than five hours, the airline must offer to refund **your** ticket.
3. **Luggage**
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.

REPATRIATION OF PATIENTS

If it is necessary for **you** to be repatriated to the U.K. or Ireland and the circumstances are covered under the terms of this insurance then Fairsure Assistance will make whatever arrangements are medically necessary for **your** return. If, in the opinion of Fairsure Assistance it would be medically advisable to repatriate a patient to Ireland or the U.K., the transfer will be undertaken by normal passenger air service or road ambulance. However, if a patient's condition warrants urgent treatment **we** will utilise an air ambulance subject to consultations between the **doctor** in attendance and the Fairsure Assistance **doctor**. (Kindly note in normal circumstances repatriation of a patient will be undertaken by regular airline service, in Economy Class if appropriate). Remember that in the case of patients requiring repatriation the attending **doctor** must provide a certificate confirming that the patient is fit to travel, since without this the airline / ferry / rail / coach company operators reserve the right to refuse to carry any sick or injured person.

WHAT TO DO IN A MEDICAL EMERGENCY SITUATION OR IF YOU NEED TO RETURN HOME EARLY

In the event of a Medical Emergency or if **you** need to return **home** early **you** must contact **Fairsure Assistance** as soon as possible. Details of how to contact them are shown below. Failure to contact **Fairsure Assistance** could result in **your** claim being limited to €650/£500.

Call the **emergency assistance company** 00353 91 501645

Give **your** name, insurance details, and as much information as possible. Please give **us** a telephone, fax number or e-mail address where **we** can contact **you**.

The following information will be useful to have to hand:

- **Your** full name and **home** address
- **Your** date of birth
- **Your** policy number
- The name and phone number of **your** treating **doctor** abroad as well as **your** GP at **home**

COMPLAINTS PROCEDURE

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

IF YOUR COMPLAINT IS ABOUT THE SALE OF THE POLICY

Please contact **your** agent who arranged the insurance on **your** behalf at:

Customer Service Dept.
Accident & General Insurance Services Ltd.
20 Harcourt Street,
Dublin,
D02 H364
Tel: +353 (1) 874 8458
E-mail: sales@accidentgeneral.ie

IF YOUR COMPLAINT IS ABOUT A CLAIM

Please contact Mapfre Assistance Agency Ireland at:
Ireland Assist House
22 - 26 Prospect Hill, Galway

The Complaints Specialist
Mapfre Assistance Agency Ireland
22-26 Prospect Hill, Galway

ROI: (091) 501645 / UK/NI: (028) 956 80133
Email: traveldept@mapfre.com

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Services and Pensions Ombudsman (FSPO). This also applies if **you** are insured in a business capacity but have a group annual turnover of less than €3 million. **You** may contact the Financial Services and Pensions Ombudsman (FSPO) at:

FINANCIAL SERVICES AND PENSIONS OMBUDSMAN (FSPO)

Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29
Phone: +353 1 567 7000
Email: info@fspoi.ie

Your statutory rights are not affected if **you** choose to follow any of the complaints procedures above. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens.

POLICY CANCELLATION PROVISIONS

If **you** decide that for any reason, this Policy does not meet **your** insurance needs then please return it to **your** agents within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full. Thereafter **you** may cancel the insurance cover at any time by informing **your** agent however no refund of premium will be payable. The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- A) Fraud
- B) Non-payment of premium
- C) Threatening and abusive behaviour
- D) Non-compliance with policy terms and conditions

DATA PROTECTION

DATA PROTECTION ACT 1998

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

We use **your** personal information in the following ways:

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

We may share **your** details with other companies within the MAPFRE group to support the administration of **your** policy. We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

Information which **you** supply to us in connection with this policy will be held on our computer records and stored according to the GDPR. We will not keep **your** personal information for longer than necessary.

You are entitled on request to receive a copy of the personal information we hold about **you**. This will be information that **you** have given to us during **your** policy. We do not hold any information relating to **your** credit status. If **you** would like a copy of **your** information, please contact our Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

Under the GDPR **you** also have the below rights in relation to **your** personal data;

- Request correction/rectification of **your** personal data.
- Request erasure of **your** personal data, a right to be forgotten.
- Object to processing of **your** personal data.
- Request restriction of processing **your** personal data.
- Request transfer of **your** personal data.
- Right to withdraw consent.

If **you** wish to exercise any of these rights please contact us at the address above.

We keep records of any transactions **you** enter with us or our partner companies for six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with our legal and regulatory requirements. We may keep other personal information about **you** if it is necessary for us to do so to comply with the law.

To assist with fraud prevention and detection we may:

- share information about **you** across our group, with other insurers and, where we are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies;
- pass **your** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers;
- check **your** details with fraud prevention agencies and, if **you** give us false or inaccurate information and we suspect fraud, we will record this with the fraud prevention agency and other organisations who may also use and search these records to:
 - A) help make decisions about credit and credit related services for **you** and members of **your** household;
 - B) help make decisions on motor, household, credit, life and other insurance proposals and claims for **you** and members of **your** household;
 - C) trace debtors, recover debt, prevent fraud and to manage **your** insurance policies;
 - D) check **your** identity to prevent money laundering, unless **you** provide us with other satisfactory proof of identity;
 - E) undertake credit searches and additional fraud searches.

Under the GDPR, the MAPFRE group can only discuss **your** personal information with **you**. If **you** would like anyone else to act on **your** behalf, please contact us. **You** can do this by contacting our Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

Travel Checklist

Before **you** travel, **you** should ask **yourself** the following:

- Do **you** have any **pre-existing medical condition** that **you** need to tell **us** about?
- Do **you** intend to engage in any **Winter Sports** whilst on **your trip**?
- Do **you** intend to engage in any Special Sports or Activities whilst on **your trip**?

If **you** have answered 'Yes' to any of these questions, or want to check anything before **you** travel, **you** should contact **our** Travel Helpline on Tel: +353 (1) 874 8458

Accident & General Insurance Services Ltd

20 Harcourt Street,
Dublin,
D02 H364

Tel: +353 (1) 874 8458 **E-mail:** sales@accidentgeneral.ie.

To ensure **we** are consistent in providing **our** customers with quality service, **we** may record **your** telephone call.

IN THE CASE OF MEDICAL EMERGENCY

**PLEASE CONTACT THE EMERGENCY ASSISTANCE
SERVICE TEL: 00353 91 501645**

To request a claim form upon your Return:

Mapfre Assistance Agency Ireland

ROI: (091) 501645 / UK/NI: (028) 956 80133

Email: traveldept@mapfre.com



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