FAIRSURE TRAVEL INSURANCE

EXPLORER / HANDBOOK - YOUR COVER

accident & general

REV 17.04.2020

CERTIFICATE OF 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. Company Registration number 146193.

RECIPROCAL HEALTH AGREEMENTS: EHIC AND MEDICARE
If **You** intend travelling to European Union (EU) countries, the European Economic Area (EEA) or Switzerland, **You** should obtain a European Health Insurance Card. **You** can obtain an application form from **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**

If **You** are travelling to Australia and **You** hold an Irish or British passport **You** are entitled to free treatment as an in-patient or out-patient at a public hospital through Medicare. **You** will need to show **Your** passport at the hospital. Failure to do so may affect the payment of **Your** claim or limit the amount **We** pay to **You**.

For more information **You** should contact: Health Insurance Commission, PO Box 1001, Tuggeranong, ACT 2901, Australia or visit their website at: **http://www.hic.gov.au**

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.

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/PILCAN/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/PILCAN/V01/2020

IMPORTANT HEALTH REQUIREMENTS RELATING TO YOU

Prior to and at the time of buying the insurance policy:

A) **You** are not aware of any reason why the holiday or **Trip** should be cancelled or curtailed
B) **You** are currently not receiving or on a waiting list for any hospital in-patient or out-patient treatment
C) **You** are not travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment or if a terminal prognosis has been given.
D) **You** have obtained medical opinion on the advisability of taking the holiday or **Trip** where **You** have received medical treatment as a hospital in-patient out-patient during the 12 months preceding the holiday or **Trip** booking.
E) **You** must notify the issuing agent of any such reason between the date of issue of this policy and the start of the holiday or **Trip**.

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

IMPORTANT HEALTH REQUIREMENTS RELATING TO IMMEDIATE RELATIVES

This policy will NOT cover any claims under Sections 1and 2 (Cancellation and Curtailment) arising directly or indirectly from any medical condition affecting any immediate relative, travelling companion or person with whom you intend to stay with whilst on your trip if :

- A terminal diagnosis has been received prior to the time of booking 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 time of booking the trip and or insurance, they had required surgery, inpatient treatment or hospital consultations; or required any form of treatment more than 1 prescribed medication.

You should also refer to the General Exclusions.

If **You** are in any doubt please contact Accident & General Insurance Services Ltd on: (01) 874 8458

SCHEDULE OF COVER

	SECTION	Limit *	Excess
1	Cancellation	€3,500	€85
2	Curtailment	€3,500	€85
3	Personal Accident	€20,000	NIL
	(If Under 16 years or over 65 years)	€1,250	NIL
4	Medical Expenses	€1,275,000	€85
	Dental Expenses	€450	€85
	Repatriation of remains / overseas funeral expenses	€1,250	€85
5	Additional Hospital Benefit	€650	NIL
6	Baggage	€1,500	€85
	Single Article Limit	€200	
	Valuables Limit	€400	
	Delayed Baggage	€130	NIL
7	**Money**	€250	€85
8	Personal Public Liability (Per policy)	€1,250,000	NIL
9	Loss of Passport	€400	NIL
10	Travel Delay	€80	NIL
11	Missed Departure	€510	NIL
12	Legal Expenses	€6250	NIL

IMPORTANT NOTICE

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

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY AND CARRY THIS CERTIFICATE WITH YOU. THERE ARE DETAILS ON IT THAT WILL BE REQUIRED 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 the policy
- to persons who have resided in the Republic of Ireland, Channel Islands or the UK area for 6 months prior to purchasing this 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 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 is deemed to be effected in the country of purchase (Republic of Ireland/UK) and will be subject to the laws of that country unless otherwise agreed.

Emergency medical Expenses: The Fairsure Pilgrim Cover 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 or for any medical expenses incurred in private facility if a medically suitable State facility is available.

This policy does not provide cover for private medical expenses when **You** are hospitalised in a state run hospital or clinic where EU residents have a right to state provided emergency treatment. Medical expenses incurred in private facilities abroad will not be paid unless they have been authorised in advance by **Us**.

IMPORTANT This policy will have been sold to **You** on a non-advised basis and it is therefore for **You** to read this information carefully (paying particular attention to the terms and conditions and exclusions) and ensure that it meets all of **Your** requirements. **You** may already possess alternative insurance(s) for some of 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 all of **Your** requirements, please refer to the relevant cooling off/policy cancellation section.

Pregnancy and Childbirth: Cover under this policy is provided for unforeseen events. In particular, cover is provided under Sections 1 – Cancellation, 2- Curtailment, 4 – Medical Expenses and 5 – Additional Hospital Benefit for unforeseen bodily injury or illness. Pregnancy and Childbirth are not considered to be either an illness or injury. For the avoidance of doubt, please note that cover is ONLY given under Sections 1, 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 Definitions below.

Certificate of Insurance Cover applies in response of the person(s) named on the Certificate of Insurance and for whom the appropriate premium has been paid. Please read the Medical Declaration (page 1), Conditions (page 5), and the Consumer Insurance Action (page 1) as failure to comply with them 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 moths, in the death, Loss of Limb, Loss of Sight or the Permanent Total Disablement of an **Insured Person**.

CLOSE BUSINESS ASSOCIATE
Any person whose absence from business for one or more complete days at the same time as **Your** absences prevents the proper continuation of that business.

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.

CURTAILMENT
A) A proportion of the costs for unused travel and/or

accommodation which an **Insured Person** has paid or is contracted to pay and which cannot be recovered from any other source. The amount paid will be calculated on a pro-rata basis for the number of days between the date of curtailment and the original planned return date.

B) Reasonable additional travel and accommodation costs necessarily incurred in returning an **Insured Person Home** provide that such travel is of a standard no greater than the class of travel on the outward journey and the standard of accommodation is not superior to that of the Holiday

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

GEOGRAPHICAL LIMITS
The countries of the Zone for which **You** have paid the appropriate premium, as specified on the Certificate, except for those countries or parts of countries where the Department of Foreign Affairs (DFA) or Foreign & Commonwealth Office (FCO) has advised against travel. Cover applies door-to-door, so the appropriate benefits (unless stated otherwise) apply once **You** commence **Your Trip** and during **Your** return journey to **Your Home**. **You** will be covered when travelling by recognised public transport between countries, but not if **You** are being paid to crew a private motor or sailing vessel or are travelling by private plane.

EUROPE 1
Albania, Andorra, Austria, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Sweden, United Kingdom and Northern Ireland, Vatican City

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

WORLDWIDE EXCLUDING NORTH AMERICA
All countries worldwide, excluding the United States, Canada, Bermuda, the Caribbean

WORLDWIDE INCLUDING NORTH AMERICA
All countries worldwide.

HOLIDAY/TRIP
A pre-booked journey within the countries of the Geographical Limits, as stated on the Schedule, during the Period of Insurance 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.

IMMEDIATE RELATIVE
Spouse or Common Law Partner, parent, parent-in-law,step-parent, legal guardian, children (including legallyadopted, 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 fiance(e) of an **Insured Person**.

INSURED PERSON
The person(s) named on the schedule of insurance attached to 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.

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. Cover excludes interaction with wild animals of any kind.

MONEY
Your cash, currency, bank notes, cheques, postal and **Money** orders, travel tickets, passports, Travellers cheques, held and owned by **You**.

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
Except where more specifically stated the Period of Insurance

shall commence at the time the insurance person leaves **Home** and at the commencement of the holiday and shall end of return on completion of the holiday but shall not exceed the period stated in the Schedule for which the appropriate premium has been paid. Cancellation cover applies as soon as the premium has been paid. **Note:** if **You** travel for more than the number of days for which **You** have paid for cover, **You** will not be covered after the last day for which **You** have paid.

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 coronavirus disease (COVID-19) or severe acute respiratory syndrome coronavirus (SARS-COV-2) or any mutation or variation of these, 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-19 and SARSCOV-2, apart from Section 4 – Emergency Medical and other 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
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 BAGGAGE
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 (other than skis and Ski Equipment where the appropriate Winter Sports premium has been paid). 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
1. Any medical condition or psychological condition which has been suffered from, been prescribed any medication for, received any treatment for, or for which any consultations, investigations or follow-ups have been attended within the 18 months prior to the commencement of cover under this policy and/ or prior to any **Trip**: and
2. Any heart disorder, a cardiovascular or circulatory related condition (e.g. hypertension, angina, high blood pressure, blood clots, raised cholesterol, stroke, Transient Ischaemic Attack or brain haemorrhage) that has occurred at any time prior to the commencement of cover under this policy and/ or prior to any **Trip**.

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.

REDUNDANCY
Any person being unexpectedly declared redundant within the terms of the current Redundancy legislation or any subsequent employment legislation. If **You** are self-employed **Your** business going unexpectedly into liquidation and at the time of booking **Your Trip** there was no indication that it would be necessary for the business to close.

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).

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.

VALUABLES
Cameras, photographic, and video equipment, and associated equipment of any kind; computer hardware and software; 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; 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.

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

YOU
Each insured person named in the Schedule of Insurance.

SECTION 1 – CANCELLATION

YOU ARE COVERED FOR: The cancellation, after the date of issue of the policy, of **Your** unrecoverable travel and/ or accommodation expenses which have not been used and for which **You** have paid or contracted to pay.

WE WILL PAY
Up to €3,500 if the cancellation of Your Holiday/Trip is necessary and unavoidable due to any of the following events occurring after payment of premium relating to Your cover and occurring during the period of insurance :

1. The death or disablement by bodily injury or illness, or being subject to quarantine of:
   A) **You**;
   B) Your travelling companion;
   C) An Immediate Relative of **Yours** or of any person with whom **You** are intending to travel and on whom **Your Trip** depends or any person **You** are planning to stay with; or

2. **You** are called for jury service or as a witness (but not as an expert witness or where **Your** employment would normally require **You** to attend court) in a Court of Law.
3. **Your** Redundancy or the Redundancy of any person with whom **You** are intending to travel arising during the period of cover, provided that **We** are informed in writing immediately notification of Redundancy is received.
4. Fire or burglary within 2 days of the start of **Your Holiday/Trip** rendering **Your Home** uninhabitable.

WE WILL NOT PAY FOR:

1. The first €85 of each and every claim. €10 for loss of deposit only.
2. 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 **Holiday/Trip**. (Please see IMPORTANT NOTICE section for conditions attached).
3. Anything arising directly or indirectly from the following causes:
   A) Prohibitive regulations by the government of any country.
   B) Any circumstance known to **You** likely to cause cancellation.
4. The cancellation of **Your Holiday/Trip** if it is as a result of a hospital In or Out patient waiting list placement becoming available.
5. Anything related directly or indirectly to a condition where a terminal prognosis has been given prior to the purchase of this 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. 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.
9. 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.
10. Any exclusions mentioned in the Important Health Requirements relating to your section.
11. Any claim in relation to point 1 if they occur as a result of coronavirus disease (COVID-19) or severe acute respiratory syndrome coronavirus (SARS-COV2) or any mutation or variation of these.
12. Anything mentioned in the General Exclusions.

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. If **You** cancel **Your Trip** because **Your** presence is required by the Police in connection with burglary or fire affecting **Your Home** during **Your Trip**, **You** must produce to **Us** written documentation from the Police confirming that the loss or damage occurred during the **Trip**.

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.

SECTION 2 – CURTAILMENT

IMPORTANT NOTICE : If **You** have to curtail **Your** Holiday/ **Trip** due to your illness or injury **You** must contact the Emergency Assistance Service on 00353 91 501645.

YOU ARE COVERED FOR:

Reasonable costs of returning **You** to **Your Home** plus the value of the unused portion of **Your** accommodation costs paid for prior to departure.

WE WILL PAY:

Up to the amount shown in the Schedule of Cover if **You** have to cut short **Your Holiday/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 :

1. The death, severe injury or serious illness of:
   A) **You** or travelling companion or any person **You** had planned to stay with; or
   B) An Immediate Relative of **Yours**; or
   C) A **Close Business Associate** of **Yours**.
2. **Your Home** or place of business is made uninhabitable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damages, burst pipes, impact by aircraft, vehicles, animals, the police requesting **Your** presence following burglary or attempted burglary at **Your Home** or place of business.

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 FOR

1. The first €85 of each and every claim. €10 for loss of deposit only.
2. Claims arising as a result of a hospital in or outpatient waiting list placement being made available.
3. The cost of **Your** unused original pre-booked tickets if the cost of reasonable additional travelling expenses are paid by **Us**.
4. Claims that are not confirmed as medically necessary and where a medical certificate has not been obtained from the attending medical practitioner abroad confirming it is necessary to curtail the **Trip**.
5. 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
6. Any exclusions mentioned in the Important Health Requirements relating to you section.
7. Any claims in relation to point 1 if they occur as a result of coronavirus disease (COVID-19) or severe acute respiratory syndrome coronavirus (SARS-COV2) or any mutation or variation of these.
8. 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 3 – PERSONAL ACCIDENT

YOU ARE COVERED FOR:

If **You** suffer Accidental Bodily Injury during the **Trip**, which within 12 months is the sole and direct cause of death or disablement **We** will pay to **You** or **Your** legal personal representatives the amount up to €20,000 in respect of an accident during **Your Trip** which is the sole cause of **Your** consequent death or disability as per the following benefits:

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

NOTE - If **You** are aged under 18 years or 65 years and over, the death benefit will be limited to funeral and other expenses up to €3,000/£2,000 and the **Permanent Total Disablement** benefit will not apply.

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.
4. Anything mentioned in the General Exclusions

SECTION 4 – MEDICAL AND OTHER EXPENSES

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.

ATTENTION: Insured Person/Treating Doctor or Hospital. Failure to contact the Emergency Assistance Service could result in **Your** claim being limited to €650/£500.

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.

WE WILL PAY:

Up to the amount shown in the Schedule of Cover in respect of expenses necessarily and reasonably incurred for:

1. Any unforeseen emergency medical and surgical treatment, hospital and nursing **Home** charges.
2. Reasonable and necessary costs for additional accommodation and travelling expenses (Economy Class unless agreed by the Assistance Company) if it is necessary to remain beyond **Your** scheduled return date. This includes, with prior authorisation of the Assistance Company, reasonable costs for a friend, travel companion or close relative to travel to, remain with **You** and accompany **You Home**.
3. Costs of up to €450 incurred (Platinum cover only) for emergency dental treatment (for immediate relief of pain only and not involving the use of precious metals).
4. In the event of **Your** death reasonable expenses incurred for the conveyance of the body or ashes to Ireland or local funeral expenses abroad which are limited to €1,250.

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 Fairsure Assistance 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 €85 of each claim for each of **You**
2. Any sums which can be recovered by **You** and which are covered under any National Health Insurance Scheme, Voluntary Health Insurance, Laya Healthcare, AVIVA Healthcare, GLOHealth, Any other Private Medical, Insurer, EHIC or any Reciprocal Health Arrangement.
3. Any pre-planned or expected medical treatment or diagnostic procedure.
4. Any treatment which is not a surgical or medical procedure with the sole purpose of curing or relieving acute unforeseen illness or injury.
5. 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.
6. 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.
7. More than the costs of **Your** repatriation to Ireland 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**.
8. More than €650/£500 in respect of medical expenses incurred by **You** if **You** did not contact the Emergency Assistance Service prior to incurring these expenses.
9. 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**.
10. Preventative treatment which can be delayed until **Your** return to **Your Home Country**.
11. **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.
12. 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.
13. Treatment for cosmetic purposes
14. Any dental treatment or diagnostic procedure which is not solely for the immediate relief of pain or discomfort, or to alleviate distress in eating.
15. Expenses incurred as a result of a tropical disease when **You** have not had the recommended inoculations and/or taken the recommended medication.
16. Claims arising directly or indirectly from covered Winter Sports or Hazardous Activities where the correct cover level has not been chosen.
17. Medical treatment in **Your Home Country**.
18. Anything related directly or indirectly to a condition where a terminal prognosis has been given prior to the purchase of this insurance.
19. Air-sea rescue and transfer costs;
20. 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 5 - MEDICAL INCONVENIENCE BENEFIT

YOU ARE COVERED FOR:

A benefit per day for in-patient treatment while **You** are abroad.

WE WILL PAY:

1. €25/£20 for each 24 hours up to €650 in addition to any medical expenses incurred under Section 4 of this policy if **You** are admitted as an inpatient to a recognised hospital abroad.

WE WILL NOT PAY:

1. Anything listed in WE WILL NOT PAY under Section 4: Emergency Medical and Repatriation Expenses.
2. For anything mentioned in the General Exclusions.

SECTION 6 - PERSONAL BAGGAGE

YOU ARE COVERED FOR:

PERSONAL BAGGAGE

Any of **Your** own baggage (not hired, loaned or entrusted to **You**) which is lost, stolen, damaged or destroyed.

DELAYED PERSONAL BAGGAGE

Your baggage being delayed in reaching **You** on **Your** outward journey for at least 12 hours and **You** have written confirmation from the carrier or tour representative.

WE WILL PAY:

PERSONAL BAGGAGE

If, in the course of a **Trip Your** Personal Baggage is damaged, stolen, destroyed or lost (and not recovered), **We** will indemnify **You** up to an overall maximum of €1500

per **Insured Person** in total under the Policy subject to a limit of €200 for any one article, pair or set of articles.

NOTE: In the event of a claim in respect of a pair or set of articles **We** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed. The maximum **We** will pay for any one article, or for any one Pair or Set of articles, is shown on page 2. If **You** cannot provide an original receipt, valuation report or other satisfactory proof of ownership (e.g a photograph of **You** wearing the article) and value to support the claim, payment for any one article, or for any one Pair or Set of articles, will be limited to a maximum of €75. Evidence of replacement value is not sufficient.

- The maximum **We** will pay under this policy for all Valuables owned by each **Insured Person** is limited to shown on pages 6 and 7 (or €100if the **Insured Person** is aged under 16).
- The maximum **We** will pay for sunglasses or prescription glasses of any kind is limited to €200 (single article limit).
- The maximum **We** will pay for mobile telephones is limited to €150 per **Insured Person**.
- The maximum **We** will pay for Personal Luggage or Valuables lost, damaged or stolen from a beach or pool-side is limited to €150 per **Insured Person**.
- The maximum **We** will pay for any cigarettes or alcohol lost, damaged or stolen is limited to €75 in total.

DELAYED PERSONAL BAGGAGE

We will reimburse **You** for the cost of buying replacement necessities (Original receipts will be necessary in the event of a claim) **You** need to replace as a result of **Your** baggage being temporarily lost in transit for longer than 12 hours, up to a maximum of €130. Cover applies to **Your** outward journey only.

We WILL NOT PAY:

1. The first €85 of each and every claim excluded **Delayed Personal Baggage**.
2. If **You** do not exercise reasonable care for the safety and supervision of **Your Personal Baggage** and **Money**.
3. If **You** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft.
4. If **You** do not obtain a written carriers report if **Your** baggage is lost or damaged in transit (or a Property Irregularity Report (P.I.R.) in the case of an airline).
5. For anything that can be replaced by the issuer.
6. For loss arising from confiscation or detention by Customs or other officials or authorities.
7. For loss, destruction, damage or theft of dentures; bonds; securities; stamps or documents of any kind, including driving licences and passports; 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.
8. For loss due to wear and tear, denting or scratching, moth or vermin.
9. For loss of Valuables left as 'checked-in' Personal Baggage.
10. For mechanical breakdown or malfunction; 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.
11. For Personal Baggage stolen from:
    A) An Unattended Vehicle unless it was in the locked boot of the vehicle and there is evidence of forcible entry;
    B) A vehicle left for any period between the hours of 2100hrs and 0900hrs;
    C) A hatchback vehicle unless the Personal Baggage was in the locked boot of the vehicle, below the rear parcel shelf and out of sight.
12. For any shortages due to error, omission or depreciation in value.
13. 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; an appropriate deduction is made for wear, tear, and depreciation.
- **You** must take suitable precautions to secure the safety of **Your** Personal Baggage, and must not leave it unsecured or **Unattended** or beyond **Your** reach at any time.
- 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 Baggage to the local Police or to the Carrier, as appropriate, (damage to Personal Baggage in transit must be reported to the Carrier before **You** leave the baggage hall and a Property Irregularity Report (PIR) must be obtained), or to **Your** hotel or accommodation management, or to the Tour Operator representative.
- **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, (Montreal Convention) **You** are entitled to claim compensation from **Your** Carrier if **Your** checked-in luggage is damaged or lost by an EU airline, **You** must claim compensation from the Carrier within seven days. If **Your** checked-in luggage is delayed, **You** must claim compensation from the Carrier within 21 days of its return.

SECTION 7 -PERSONAL MONEY

1. If during a **Trip** the **Money You** are carrying on **Your** person or **You** have left in a safety deposit box is lost, stolen, damaged or destroyed, then subject to the

following conditions and exclusions, **We** will indemnify **You** up to an overall maximum of under this policy of €250 per **Insured Person**.
2. The maximum **We** will pay to an **Insured Person** aged under 16 is €150.

Within 24 hours of the incident **You** must report the loss or theft of **Money** to the local Police report confirming that the loss or theft occurred during the **Trip**, otherwise no claim will be paid.

WE WILL NOT PAY:
1) For shortages or loss due to error, omission, depreciation in value, or confiscation or detention by Customs or other lawful officials and authorities;
2) The first €85 of each and every claim;
3) If **You** do not exercise reasonable care for the safety and supervision of **Your Money**;
4) If **You** do not obtain an official written police report within 24 hours of the discovery in the event of loss, burglary or theft of **Your Money**

SECTION 8 – PERSONAL PUBLIC LIABILITY

YOU ARE COVERED FOR:
Legal liability for damages which result from an accident occurring during the **Trip**.

WE WILL PAY:
Up to €1,250,000 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 **Yours**.
3) Damage to **Your** temporary **Trip** accommodation that does not belong to **You** or any member of **Your** family, household or an employee.

WE WILL NOT PAY:
For anything arising directly or indirectly from:-
1) Liability for which **You** are responsible by agreement.
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 **Trip**) or ownership of any land or buildings
   C) The carrying out of ay trade or profession
   D) Racing of any kind
   E) Wilful or malicious acts
3) Liability when indemnity is provided under any other insurance
4) Any injury, death, loss 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) Anything mentioned in General Exclusions.

SECTION 9 – LOSS OF PASSPORT

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.

WE WILL PAY:
1. Up to €400 if **Your** passport is lost or stolen

Special conditions relating to claims
Within 24 hours of discovery of the incident, **You** must report loss of Personal Baggage to the local Police. **You** must produce to **Us** confirming that the loss or theft occurred during the **Trip** - otherwise no claim will be paid.

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.

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 an official written police report within 24 hours of the discovery in the event of loss, burglary or theft of **Your** passport
3) For loss, destruction, damage or theft arising from confiscation or detention by customs or other officials and authorities
4) If **Your** passport is stolen from:
   A) an unattended vehicle
   B) a hotel room unless the passport was in a locked safe
5) There is no cover for passport expenses incurred in Ireland.
6) Anything mentioned in General Exclusions

SECTION 10 – TRAVEL DELAY

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 as a result of :
1) Strike or industrial action (provided that when the policy was issued the strike or industrial action was not known and there was no reasonable expectation that the **Trip** would be affected)
2) Adverse weather conditions
3) Mechanical breakdown or technical fault of the aircraft, coach, train ore sea vessel (excluding any claims arising from the 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 for the first completed 12 hours that **You** are delayed and €15 for each subsequent 12 hour delay thereafter, up to a maximum of €80.

WE WILL NOT PAY
1) If **You** do not 'check in' for the flight, sea crossing, coach or train departure at the appropriate time as stated on **Your** Confirmation Booking Invoice/ ticket terms and conditions.
2) If **You** do not obtain written confirmation from the airline, shipping, coach or train company stating the duration and reason for the delay.

3) If **You** 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.
4) For 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.
5) Anything in General Exclusions.

SECTION 11 – MISSED DEPARTURE

YOU ARE COVERED FOR:
Your necessary additional travel and accommodation expenses that **You** incur in order to reach **Your** booked destination.

WE WILL PAY:
Up to €510 for necessary additional and travel and accommodation expenses if **You** arrive at the point of international departure and/or any intermediate departure point en route on either **Your** pre-booked journey too late to begin or continue the booked **Holiday/Trip** as a result of a failure of Public Transport Service or due to an accident or mechanical failure involving the vehicle in which **You** were travelling, provided that every reasonable step has been taken by **You** to complete the journey to the departure point on time.

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.

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 strike, adverse weather conditions and / or industrial action known on the date of policy purchase.
3. If the reason for the failure of the Public Transport Service is within the control of the provider.
4. For 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.
5. Anything mentioned in the General Exclusions

SECTION 12 - LEGAL EXPENSES

YOU ARE COVERED FOR:
Legal costs and expenses incurred by the **Insured Person** up to €6,250, in the pursuit of compensation and / or damages arising from or out of personal injury or death to the **Insured Person** during the period of cover.

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 €6,250 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.

GENERAL EXCLUSIONS

WE WILL NOT COVER:
Any claim arising directly or indirectly from:
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**. 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. **We** will not pay for 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, inconvenience, distress, loss of earnings, loss of enjoyment of holiday, 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 4** (Medical and other expenses), **SECTION 1** (Cancellation), or **SECTION 2** (Curtailment).
6. Any deliberately careless or deliberately 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 or deliberately injuring **Yourself**. Any claim arising directly or indirectly from sexually transmitted diseases, your drug addiction or solvent or alcohol abuse, excessive alcohol intake, or you being under the influence of alcohol or drug(s).
9. More that €650 in respect to medical expenses incurred by **You** if **You** do not contact Emergency Assistance Service at the first available opportunity.
10. Wilful exposure to exceptional risk.
11. The **Insured Person** fighting except in self-defence.
12. Notwithstanding any provision to the contrary within this insurance, or any endorsement there to, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contribution concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the **Insured Person** or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect: This exclusion does not apply to claims under Section 3 Personal Accident and Section 4 Medical Related Expenses and Medical Emergency Assistance.
13. Any legal liability directly or indirectly caused by or contributed to by or arising from:-
    A) ionising radiations or contamination by radioactivity from any waste from the combustion of nuclear fuel;
    B) Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear machinery
    C) Pressure waves caused by aircraft and other flying objects travelling faster than the speed of sound.
14. The **Insured Person** travelling to a country or specific area or event to which the Irish government has advised persons not to travel.
15. 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.
16. Any additional hospital costs arising from single or private room accommodation unless medically necessary.
17. Treatment or services provided by a health spa, convalescent or nursing **Home** or any rehabilitation centre.
18. 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 demonstrated.
19. Manual work of any kind.
20. Any payment which **You** would normally have made during **Your** travels, if nothing had gone wrong.
21. Failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims under Section 4 Medical and Other Expenses).
22. Delay, loss, damage or injury directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device, or any computer software or stored programme to correctly operate as a result of a computer virus. Computer viruses include any program or software, which prevents any operating system, computer program

or software working properly or at all. This exclusion does not apply to claims under **SECTION 3** Personal Accident and **SECTION 4** Medical and Other Expenses.

23. Any claim when **You** have not paid the appropriate premium for the number of days comprising **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.
24. 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.
25. 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 unless negligence on **Our** part can be demonstrated.
26. Any claim arising directly or indirectly from a Natural Disaster.
27. any claims caused by or relating to Coronavirus disease (COVID-19) or severe acute respiratory syndrome coronavirus (SARS-COV-2) or any mutation or variation of these. Nor will we cover any claims relating to any fear or threat concerning these viruses. This general exclusion applies to all sections of cover apart from Section 4 – Emergency Medical and other 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.
28. Any claim caused directly or indirectly from the bankruptcy/liquidation of any tour operator, travel agent or transportation company.

GENERAL 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. No payment will be made under Sections 1, 2, 3, and 4, without an appropriate medical certificate or report.
3. 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.
4. **You** should take all reasonable steps to recover any lost or stolen article.
5. **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.
6. **You** must avoid needless self-exposure to peril unless **You** are attempting to save human life.
7. 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.
8. If any claim is found to be fraudulent in any way or if fraudulent information was given to facilitate the issuing of the policy, this policy is void and all claims denied.
9. The original of this Insurance Certificate must be produced before any claim is paid.
10. **You** should not admit liability, offer or promise to make any payment without written consent from **Us**.
11. **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.
12. **We** may, at any time, pay to **You Our** full liability under this policy after which no further liability shall attach to **Us** in any respect or as a consequence of such action.
13. Where it is possible for **Us** to recover sums that **We** have paid out under the terms of the policy, **You** will co-operate fully with **Us** in any recovery attempt **We** make and **We** will pay all costs associated with the recovery of **Our** outlay. **You** agree not take any action that may prejudice **Our** recovery rights and will advise **Us** if **You** instigate proceedings to recover compensation arising from any incident which has led to a successful claim against this policy. The sums **We** have paid out under the terms of the policy will be reimbursed from any recovery made.
14. **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.
15. If any dispute arises as to the policy interpretation, or as to any rights or obligations under this policy, **We** offer **You** the option of resolving this by using the Complaints Procedure. Please see the details shown on page 6. Using this service will not affect **Your** legal rights. If **You** are unsure of **Your** legal rights, **You** should obtain appropriate legal advice.
16. **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.
17. The period of cover under this policy can only be extended by the issue of a continuation policy, provided no claim is pending or known to be about to arise. The maximum period of cover is 12 months from the date of first issue.
18. Claims must be notified to **Us** in writing within 28 days of the claim arising.
19. **You** must pay the appropriate premium for the full number of days comprising **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.

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, 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.

INPATIENT TREATMENT, ANYWHERE IN THE WORLD YOU MUST CONTACT:

The Emergency Assistance Service may be able to guarantee costs on **Your** behalf.

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
You must contact the Emergency Assistance Service before incurring costs above €500. If You do not, this could mean that we will not provide cover of we will reduce the amount we pay for medical expenses.

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
Any incident or loss which gives rise, or may give rise, to a claim under **Your** travel insurance should be advised immediately to:

FAIRSURE TRAVEL INSURANCE CLAIMS, MAPFRE ASSISTANCE AGENCY IRELAND

22-26 Prospect Hill , Galway
Tel: 00353 91 501645 / Email: traveldept@mapfre.com

You will then be sent a claim form, which **You** should arrange to complete as fully as possible, and return with the necessary supporting documents. If **You** have to make a claim, **You** must notify **Us** as above as soon as practicable after the incident giving rise to the claim, and in any event no later than 31 days after **Your** return **Home**. **We** reserve the right to decline liability for any claim notified after this date.

REPATRIATION OF PATIENTS

If You have to return to Ireland or the United Kingdom under section 2 (Emergencymedical, 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.

In a case where a patient requires repatriation, the attending medical practitioner must provide a certificate confirming that the patient is fit to travel as without this the airline / ferry / rail / coach company operators reserve the right to refuse to carry any sick or injured person.

CONFIRMATION OF PAYMENT

Hospitals or medical practitioners abroad will be contacted by the Emergency Assistance Service for costs exceeding 650 euros and fees will be guaranteed as appropriate thus eliminating the necessity for the patient to make payment out of their **Trip** funds. Expenses incurred in providing the above facilities will be met up to the limits specified in this travel insurance policy. The operation and availability of this service will be governed by the same general terms, conditions and exclusions that appear in this policy.

IMPORTANT NOTICE

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

1. **Denied boarding and cancelled flights**
   A. If **You** check in on time but **You** are denied boarding because there are not enough seats available or if **Your** flight is cancelled, the carrier must offer **You** financial compensation

2. **Long delays**
   A. If **Your** flight is delayed for more than five hours, the airline must offer to refund **Your** ticket

3. **Luggage**
   A. If **Your** checked in luggage is damaged or lost by an EU airline, **You** must claim compensation from the carrier within seven days. If **Your** checked in luggage is delayed, **You** must claim compensation from the carrier within 21 days of its return.

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.
6 Leopardstown Office Park,
Burton Hall Avenue,
Sandyford Dublin 18,
D18 P6F5.

Tel: +353 (1) 874 8458 / **Email:** sales@accidentgeneral.ie

IF YOUR COMPLAINT IS ABOUT ANY CLAIM

Please contact Mapfre Assistance Agency Ireland at:
Ireland Assist House
22 - 26 Prospect Hill
Galway
Tel: 091 501645

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Insurance Ombudsman of Ireland. 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 FSPO at:

FINANCIAL SERVICES AND PENSIONS OMBUDSMAN (FSPO)

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

IF YOU ARE RESIDENT IN THE UNITED KINGDOM THAT AUTHORITY IS:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Tel: +44 (0) 845 080 100

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.

DATA PROTECTION

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.

accident & general