



TRAVEL INSURANCE SUMMARY OF COVER 2011-2012

BLUE
INSURANCES



ace europe

ACE ASSISTANCE

In the event of medical or personal assistance or advice during a Holiday then please call ACE Assistance on +353 1 4401762.

This policy is arranged by Blue Insurances Limited regulated by the Central Bank of Ireland.

Schedule of Benefits 2011-2012

Section/Description	Premier Cover Limit (per Insured Person)	Excess (per Insured Person)
1. Cancellation, Curtailment or Rearrangement	Up to €4,000	€95 (Loss of deposit €40)
Catastrophe	Up to €750	€95
2. Travel Delay		
i. After each 12 hour delay	€20	Nil
Maximum	€200	Nil
ii. Trip Abandonment	€4,000	€95
3. Missed Departure	Up to €500	€95
4. Personal Accident*	Maximum Benefit	
Loss of Limbs or Sight (Aged under 66yrs)	€20,000	
Permanent Total Disablement (Aged under 66yrs)	€20,000	
Death Benefit (Aged 18 to 65yrs)	€10,000	
Death Benefit (Under 18yrs or 66yrs or over)	€5,000	
All Benefits (66yrs or over)	€5,000	
5. Emergency Medical and other Expenses*	Up to €5,000,000	€95 (€125 Over 65's)
Including Emergency Assistance Services		
Dental Expenses	Up to €250	€95 (€125 Over 65's)
Funeral Expenses	Up to €7,000	€95 (€125 Over 65's)
6. Hospital Benefit*	€150 (€20 per day)	Nil
7. Personal Property	Up to €2,000	€95
Single Article or Set of Articles Limit	€200	
Valuables Limit in Total	Up to €300	
Delayed Personal Property		
After 12 hours	€50	Nil
For each 24 hour period thereafter	€50	Nil
Maximum	€200	Nil
8. Money	Up to €500	€95
Cash Limit (notes and coins – aged 18yrs or over)	€250	€95
Cash (notes and coins – aged under 18yrs)	€100	€95
Credit Card Cover	Nil	€95
9. Passport, Licence and Travel Documents		
Travel Documents	Up to €250	€95
Replacement of Passport	Up to €250	€95
Emergency Passport Travel	Up to €250	€95
10. Hijack	€1,000 (€50 per 24hrs)	Nil
11. Personal Liability*	Up to €2,000,000	€300
12. Overseas Legal Expenses and Assistance	Up to €15,000	€250
13. Insolvency of Provider	Up to €2,000	Nil
14. Scheduled Airline Failure	€1,000	Nil
15. Strike	Up to €200	Nil
Optional Covers (Available upon payment of additional premium)	(per Insured Person)	(per Insured Person)
16. Winter Sports		
Ski Equipment Hire*	€400 (€40 per day)	Nil
Unused Ski Pass/Hire/Tuition Fees*	Nil	
Lack of Snow*	€500 (€50 per day)	Nil
Avalanche Closure*	Up to €500	€95
17. Golf Equipment	Up to €1,000	€95
Single Article or Set of Articles Limit	€150	
Golf Equipment Hire	€200 (€50 per day)	Nil
Green Fees	€200 (€50 per day)	Nil
18. Cruise Connection	Up to €750	€95
19. Flight Cancellation	Up to €1,000	€95
20. Business Equipment	Up to €1,000	€95
21. Exam Failure	Nil	Nil

* You are not covered under sections, 4, 5, 6, 11 and 16 for **Winter Sports** activities unless an additional premium has been paid and shown on the validation certificate.

Schedule of Benefits 2011-2012

Premier Plus Cover Limit (per Insured Person)	Excess (per Insured Person)	Backpacker Cover Limit (per Insured Person)	Excess (per Insured Person)
Up to €6,000	€65 (Loss of deposit €25)	Up to €2,000	
Up to €1,000	€65	Up to €1,000	€95
€30	Nil	Nil	Nil
€400	Nil	Nil	Nil
€6,000	€65	€2,000	€95
Up to €600	€65	Up to €500	€95
Maximum Benefit		Maximum Benefit	
€40,000		€40,000	
€40,000		€40,000	
€10,000		€10,000	
€5,000		€5,000	
€5,000		Nil	
Up to €10,000,000	€65 (€100 Over 65's)	Up to €3,000,000	€95
Up to €250	€65 (€100 Over 65's)	Up to €250	€95
Up to €7,000	€65 (€100 Over 65's)	Up to €7,000	€95
€250 (€25 per day)	Nil	€200 (€10 per day)	Nil
Up to €3,000	€65	Up to €1,200	€95
€250		€150	
Up to €400		Up to €250	
€75	Nil	€50	Nil
€75	Nil	€50	Nil
€375	Nil	€150	Nil
Up to €750	€65	Up to €500	€95
€300	€65	€300	€95
€100	€65	€100	€95
€500	€65	Nil	Nil
Up to €300	€65	Up to €150	€95
Up to €250	€65	Up to €250	€95
Up to €250	€65	Up to €250	€95
€2,000 (€200 per 24hrs)	Nil	€1,000 (€100 per 24hrs)	Nil
Up to €2,000,000	€200	Up to €2,000,000	€300
Up to €20,000	€200	Up to €10,000	€300
Up to €2,000	Nil	Nil	Nil
€2,000	Nil	Nil	Nil
Up to €300	Nil	Up to €200	Nil
(per Insured Person)	(per Insured Person)	(per Insured Person)	(per Insured Person)
€500 (€50 per day)	Nil	€400 (€30 per day)	Nil
Nil		Nil	
€500 (€50 per day)	Nil	€400 (€50 per day)	Nil
Up to €750	€65	Up to €500	€95
Up to €2,000	€65	Nil	Nil
€200			
€400 (€75 per day)	Nil	Nil	Nil
€400 (€75 per day)	Nil	Nil	Nil
Up to €1,500	€65	Nil	Nil
Up to €1,000	€65	Up to €500	€95
Up to €2,000	€65	Nil	Nil
Nil	Nil	Up to €750	€95

Pre-Requirements for Cover to Apply

Note: These pre-requirements operate in respect of each Insured at the beginning of each and every period of insurance.

- 1) The **Insured** or anyone on whom the **Trip** depends must not be:
 - a) receiving or waiting for medical treatment at a hospital or nursing home;
 - b) waiting for investigation or referral, or the results of any investigation, medical treatment or surgical procedure, for any condition, whether diagnosed or undiagnosed.
 - c) choosing not to take prescribed medication, or the correct dose of prescribed medicine.
 - d) travelling against the advice of a **Qualified Medical Practitioner**;
 - e) travelling to obtain medical, dental or cosmetic treatment;
 - f) travelling with a terminal condition;
 - g) aged 87 or over on the date of commencement of the **Trip** or at the time of booking the trip under a single trip policy;
 - h) aged 70 or over on the date of commencement of the trip or at the time of booking the trip under a multi-trip policy unless the **Lead Insured** and any other **Insured** is insured under a current **Private Medical Insurance** which will remain continuously in force throughout the duration of any **Trip**.
- 2) Subject to 1 above, if the **Insured** has any pre-existing condition, they must get approval in writing from their **Qualified Medical Practitioner** that they are fit to travel before booking their **Trip**.
- 3) The **Insured**, or any acting on their behalf, must not be aware at the time of booking of any reason why any **Trip** might be cancelled or curtailed.
- 4) The **Insured**, or any acting on their behalf, must not be buying this policy after the **Trip** has started.
- 5) The **Insured** has not been:
 - a) refused insurance, or had an insurer refuse to renew, or impose special terms on, insurance on the grounds of fraud, attempted fraud, or the provision of misleading or incomplete information with intent to defraud.
 - b) convicted of, or have a prosecution pending for, any offence involving dishonesty of any kind.
- 6) **Children** will be insured only if they are travelling:
 - a) in the company of an adult (i.e. someone not defined as a **Child** under this Policy) known to their parent(s) (other than on an organised school, college or university trip); or
 - b) as an unaccompanied minor on a scheduled air service which operates an unaccompanied minor scheme, and then only if they are travelling with the intention of joining, or being subsequently joined by, another adult insured under this Policy.

Introduction

The **Insured** should take time to read all parts of the Policy to make sure they meet their needs and that they understand the terms, conditions and exclusions. If the **Insured** wishes to change anything or if there is anything they do not understand, they should contact the issuing agent.

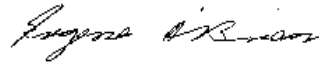
Insurance Agreement

The **Insured**, ACE European Group Limited (**ACE**) and International Passenger Protection Limited (**IPP**) agree that:

The **Insured** will pay the **Premium**.

ACE and **IPP** will subject to the terms, conditions and exclusions of this Policy, provide the Insurance in the manner and to the extent set out in this Policy. All information supplied to **ACE** and **IPP** by the **Insured** shall be incorporated into and be the basis of this Policy.

This Policy, the Policy Schedule, Schedule of Benefits and endorsements, if any, shall be read together as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.



Eugene O'Brien
Authorised Official

For ACE European Group Limited

Arranged By

This exclusive travel insurance has been organised by Blue Insurances. Plaza 212, Blanchardstown Corporate Park, Blanchardstown, Dublin 15 Blue Insurances Limited is regulated by the Central Bank of Ireland as a Multi Agency Intermediary.

Master Certificate Number

This evidence of insurance is to confirm that those persons who have paid the appropriate premium are insured under the Master Certificate number IEBOTA06023/BLUE/ACE/IRLBroker/2011.

Period of Cover

This document only constitutes a valid evidence of insurance when it is issued in conjunction with a validation certificate issued between 01.07.2011 and 30.06.2012 and for holidays or journeys commencing up to 30.06.2012.

Important Contact Details

ACE Assistance and Emergency Medical Expenses claims

Telephone: +353 1 4401762

Other Claims

Telephone: 01 2611540
e-mail: travel@osg.ie

Claim Forms:

The **Insured** can print off and use a **Claim** form by visiting the **Claims** website:

www.osgtravelclaims.ie

Financial Services Ombudsman's Bureau

Lo Call: 1890 882090
Tel: 01 662 0899
Fax: 01 662 0890
Email: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie

Blue Insurances Limited

Plaza 212, Blanchardstown Corporate Park, Blanchardstown, Dublin 15
Tel: 0818 484 484;
E-mail: info@blueinsurance.ie

Please keep this Policy in a safe place.
It may be needed for reference if a claim is made.

Additional Services

The **Insured** may also choose to consider the following services which are totally independent of and are not part of this policy:

1. Travel Advice Unit of the Department of Foreign Affairs

The Travel Advice Unit of the Department of Foreign Affairs (DFA) and the World Health Organisation (WHO) periodically issue guidelines about locations around the world and whether it is advisable to travel to, or within, such locations. The **Insured** is strongly advised to contact the DFA before travelling. Their contact details are: Department of Foreign Affairs, 80 St. Stephens Green, Dublin 2. Telephone: 01 4780822. Website: www.dfa.ie/home

2. European Health Insurance Card (EHIC)

If the **Insured** intends to travel within the European Economic Area (all EU countries plus Iceland, Liechtenstein, and Norway) **ACE** advises the **Insured** to obtain a European Health Insurance Card (EHIC) to take with the **Insured** when the **Insured** travels. For more information on the European Health Insurance Card, the **Insured** should contact their local Post Office or the Department of Health and Children, Hawkins House, Hawkins Street, Dublin 2. Telephone 01 6354001. Website: www.dohc.ie.

Policy Definitions

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

€

means Euro

Abroad

means outside **Ireland**

ACE

means ACE European Group Limited

ACE Assistance

means:

- the telephone advice, information services; and/or
- the travel assistance and emergency medical and repatriation services; arranged by **ACE**.

Accident & Accidental

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

Accommodation

means **Accommodation** of a standard up to but not exceeding that in which the **Insured** was or would have been staying during the course of the **Trip**.

Aggregate Limit

means the maximum amount that **ACE** will pay per **Event** in total under this and any other policies issued by **ACE** to the **Insured**.

Any One Claim

means arising from or consequent upon the same original cause, event or circumstance.

Bodily Injury

means injury which is caused solely by **Accidental** means and which independently of **Illness** or any other cause, occurs within 12 months from the date of the **Accident**.

Business Equipment

means any articles used primarily for business purposes, which are the property of the **Insured** or their employer including office equipment which is portable by design including, but not restricted to, personal computers, telephones and calculators.

Business Trip

means a Trip taken wholly or in part for business purposes but excluding manual work.

Cancellation/Curtailment Costs

means unused travel and/or **Accommodation** (including ski hire, ski school and ski lift passes) which an **Insured** has paid or is contracted to pay and which cannot be recovered from any other source.

Child/Children

means the **Insured** who is the **Lead Insured's** and / or their **Partner's** children, stepchildren, legally adopted children and children for whom the **Lead Insured** or their **Partner** is the **Parent** or **Legal Guardian**. To be covered by this Policy, the Child/Children must:

- be unmarried; and
- depend on the **Lead Insured** or their **Partner**; and

- 3) be over 3 months and under 18 years old; or be under 23 years old at the **Issue Date**, if still in **Full-time Education**.

Claim(s)

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

Close Business Associate

means any person whose absence from business for one or more complete days at the same time as the absence the **Insured** prevents the proper continuation of that business.

Close Relative

means **Partner**, mother, father, sister, brother, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, step parent, step child, step sister, step brother, foster child, legal guardian, next of kin or fiancé/ fiancée.

Complications in Pregnancy

means complications in pregnancy (as diagnosed by a **Qualified Medical Practitioner** or specialist in obstetrics) provided that if the **Insured** is travelling within 12 weeks of the expected date of delivery they must provide a medical certificate issued by a **Qualified Medical Practitioner** or midwife confirming the number of weeks of pregnancy and that the **Insured** is fit to travel on the Trip. The certificate must be dated no earlier than 5 days before the outbound travel date.

Death

means death caused by **Bodily Injury**.

Due To

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

Event

means all instances of loss arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place.

Excess

means the amount of each and every **Claim** that the **Insured** must pay, as shown in the Schedule, for each section of the Policy.

Full Time Education

means a programme of learning provided by a recognised educational body, which leads to a qualification by examination or assessment which is either:

1. full-time study; or
2. a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

General Practitioner

means a medical practitioner who provides primary care and specializes in family medicine.

Golf Equipment

Golf clubs, golf balls, golf bag, golf shoes and non motorised golf trolley forming part of the **Insured's** Personal Property.

Hijack

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

Hijackers

means the perpetrators of a **Hijack**.

Hospital

means any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the **Insured**

is under the constant supervision of a **Qualified Medical Practitioner**.

Hospital Confinement

Any continuous period of 24 hours or more during which time the **Insured** has been confined to **Hospital**.

Illness

means any illness, disease, medical complaint or medical condition which is not **Accidental Bodily Injury** and which is contracted by an **Insured**.

Incidental

means casual or occasional.

In-patient

means an **Insured** whose **Hospital Confinement** is as a resident bed patient, for whom a clinical case record has been opened and whose confinement is necessary for the medical care, diagnosis and treatment of an **Illness** or injury covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

Insolvency of Travel or Accommodation Provider

means the insolvency of any travel arrangements booked in **Ireland** (not forming part of an inclusive **Trip** and not bonded or insured already) including:

Scheduled airlines;
Hotels;
Car ferries;
Villa's **Abroad** & cottages;
Railway journeys including the Eurostar;
Coach journeys;
Cruises;
Car hire;
Caravan sites / campsites / mobile homes;
Camper rental;
Safaris;
Excursions;
Eurotunnel;
Theme parks such as Disneyland Paris.
Costs resulting from the insolvency of the booking agent or consolidator is not included.

Insured

The person or persons named in the Policy Schedule.

Insurer

means the consortium of Association of British Insurers member companies and Lloyds syndicates that underwrite the insurance provided under Section 13 Insolvency of Provider and Section 14 Scheduled Airline Failure, which are administered by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom.

Ireland; Irish

- a) means the island of Ireland and its islands except Northern Ireland; of or pertaining to Ireland.
- b) where the **Insured** is not resident or domiciled in **Ireland** and where the context permits the term Ireland shall be construed as meaning the **Insured's** country of domicile in Northern Ireland, England, Scotland, Wales, Isle of Man or Channel Islands.

Issue Date

means the the date shown in the Policy Schedule from which cover commences.

Lead Insured

means the **Insured** who applies for this insurance on their own behalf and on behalf of others – typically their **Partner** and/or **Children**.

Legal Expenses

means:

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

Legal Representatives

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

Loss of Limb

means in respect of:

- a) an arm – amputation or complete and permanent loss of use - at or above the wrist;
- b) a leg – amputation or complete and permanent loss of use - at or above the ankle (talo-tibial joint).

Loss of Sight

means total and irrecoverable loss of sight which shall be considered as having occurred:

- a) in both eyes if the **Insured's** name is added to the NCBI register of Blind Persons on the authority of a fully qualified ophthalmic specialist and
- b) in one eye if the degree of sight remaining after correction is 3/60 (which means that the Insured can only see at three feet that which they should normally be able to see at sixty feet and **ACE** is satisfied that the condition is permanent and without expectation of recovery) or less on the Snellen scale.

Maximum Limit

means the maximum amount shown in the Schedule payable for any **Insured** for all Bodily Injury arising from any one Accident.

Nuclear, Chemical or Biological Weapons or Agents

means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent.

OSG

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

Out-patient

means an **Insured** whose treatment for an **Illness** or injury does not necessitate confinement in a **Hospital**.

Parent or Legal Guardian

means a person with parental responsibility, or a legal guardian, both being in accordance with the law of **Ireland**.

Partner

means an **Insured** who is:

1. The **Lead Insured's** spouse.
2. The **Lead Insured's** civil partner registered pursuant to the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010; or
3. The **Lead Insured's** cohabiting partner (as defined in the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010) i.e. an adult of the same or opposite sex who has lived with The **Lead Insured's** in an intimate relationship for five years, or for two years where there is a child or children of the relationship.
4. someone of either sex with whom The **Lead Insured** has been living

for at least three months as though they were The **Lead Insured's** spouse or civil partner.

Period of Cover

means:

1. **Winter Sports** cover is limited to the number of days shown in the Policy Schedule for any insured period. (N.B. This period may be extended by Blue Insurances on payment of appropriate additional **Premium**.)
2. **Winter Sports** cover is only available to persons aged under 66 years at the time this policy was issued.
3. Cancellation Cover shall be operative from the **Issue Date** as shown in the Policy Schedule this insurance is effected by the **Insured** or at the time of booking any **Trip** (whichever is the later) and terminates on the departure date of the **Trip** as shown in the Policy Schedule.
4. Other sections of the policy shall be operative when the **Insured** leaves their home in **Ireland** (whichever is the later) to commence the **Trip** and terminates at the time of the **Insured's** return to their home in **Ireland** on completion of the **Trip**.
5. Any **Trip** that had already begun when the **Insured** purchased this insurance will not be covered.
6. The **Period of Cover** is automatically extended for the period of the delay in the event that the **Insured's** return to **Ireland** is unavoidably delayed due to an event insured by this policy.

Period(s) of Insurance

the period beginning at 00.01 (unless a later time has been shown) on the **Issue Date** as shown in the Policy Schedule and ending at 24.00 one year later.

Dates refer to Local Standard Time at the **Insured's** address as shown in the Policy Schedule.

Permanently Resident

means resident in the first instance for at least three months and thereafter for forty weeks each year.

Permanent Total Disablement

means disablement which:

1. has lasted for at least 12 months; and
2. which in **ACE's** opinion is beyond hope of recovery; and
3. will in all probability continue for the remainder of the **Insured's** life; and
4. which prevents the **Insured** from carrying out any gainful occupation for which the **Insured** is fitted by way of training, education or experience.

Premium

means the amount specified or referred to in the Policy Schedule in respect of the specified **Period of Insurance** which is payable by the **Insured** to **ACE**.

Private Medical Insurance

means a health insurance contract as defined in the Irish Health Insurance Acts, underwritten by either the Voluntary Health Insurance Board, Aviva Health or Quinn Healthcare which incorporates cover for medical expenses **Abroad** and is shown in the Policy Schedule.

Public Conveyance

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

Qualified Medical Practitioner

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

1. an **Insured**; or
2. a relative of such **Insured** unless approved by **ACE**.

Rearrangement Costs

means all reasonable costs incurred in transporting the original **Insured** to complete the curtailed **Trip** provided that such costs shall be limited to economy fare travel and other essential expenses in transportation of the original **Insured** to the point at which the original **Trip** was curtailed. The **Trip** must be continued within six months of the original curtailment.

Ski Equipment

means skis (including bindings), ski boots, ski poles, snowboards, snowboard bindings and snowboard boots.

Terrorism

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

Total Underlying Limit

means the maximum policy limit in respect of medical expenses **Abroad** under the **Insured's Private Medical Insurance**.

Transport

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

Travelling Companion

means a person(s) with whom the **Insured** has booked to travel or is travelling with on the same booking invoice.

Trip

means a trip within **Ireland** or **Abroad** devoted to leisure, rest and relaxation, where travel begins and ends in **Ireland**. Each **Trip** within **Ireland** must include at least 2 nights spent in accommodation that is booked before the **Trip** begins.

Unattended

means when the **Insured** is not in full view of and not in a position to prevent unauthorised interference with their property or vehicle.

Usual Occupation

means the tasks, duties and other functions, which the **Insured** normally performs in connection with their occupation.

War

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

Winter Sports

means any winter pursuits or sports including, but not limited to, the following:

1. skiing (including off-piste provided the **Insured** is accompanied by or under the instruction of a qualified local guide);
2. tobogganing;
3. snow boarding;
4. ice skating (other than on an indoor rink);
5. ski or ski bob racing;
6. mono skiing;
7. ski jumping;
8. ski boarding;
9. ice hockey; or
10. the use of bobsleighs or skeletons

Work

means any work, including work placements, incidental work and work experience, involving any of the following non-manual or light manual

work, paid or unpaid:

All non-manual work

Any professional, clerical or administrative work

All Study

Any study course or programme

Childcare

Au pair, Nanny, Child minder

Education

Classroom Teacher, Classroom or Laboratory assistant, Field work, Research

Entertainment (not covered if the **Insured's** livelihood currently or after the **Trip** is dependent on being able to work in entertainment)

Musician and singer, Comedian, Children's Entertainer

Farming and Agriculture

Farm work (not involving the use of machinery)

Fruit picking (not involving the use of machinery)

Food and Drink

Chef, Kitchen Assistant, Bar Work, Waiting/Waitressing

Health and Beauty

Gym, Fitness, or Dance Instructor, Hairdresser, Beautician/Body Treatments, Reflexology/Aromatherapy, Physiotherapy

Sports and Activities

As set out in Part 1.5.

Tourism

Guides or Tour Leaders, Representatives, Salesmen/Saleswomen, Interpreters, Counsellors, Museum Worker, Summer Camp Worker National and/or Theme Park Worker

Vocational

Conservation work (including wildlife) unless involving the following animals: snakes; crocodiles; elephants; lions; hippopotamuses; sharks.

Community work (including supervised construction duties, but excluding the use of plant, machinery or power tools)

Volunteer work (including supervised construction duties, but excluding the use of plant, machinery or power tools)

Caring / nursing (excluding the administering of drugs or medicine) Fund raising and charity work

Other Occupations

Photographer (studio only), Artist, Cleaner (domestic and light work only) Market researcher (including surveys and census-taking)

PART I

1.1 PERSONS INSURED

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

- A. the **Insured** must, on the date they purchased cover, be
- i. a **resident of Ireland** resident in **Ireland**; and
 - ii. **aged under 87** cover is applicable to single trips only; or
 - iii. **aged under 76** cover is applicable to single trips or multi-trips;

– provided that an **Insured** aged 70 or over who requires multi-trip cover must have **Private Medical Insurance** in force for the duration of the Policy.

1.2 WHEN COVER OPERATES FOR A TRIP

- A. Insurance cover for Cancellation under **Part III Section 1 – Cancellation, Curtailment and Rearrangement** begins when a **Trip** is booked, if this Policy is in force at the time of booking, or when or when this policy is purchased.
- B. Insurance under all other Sections operates for a **Trip** that takes place during the **Period of Insurance** and includes travel directly to and from the home of each **Insured** provided the return home is completed within 24 hours of:
- return to **Ireland**; or
 - departure from pre-booked **Accommodation** following a **Trip** within **Ireland** which is covered under an **annual multi-trip** Policy.
- If the return of the **Insured** from a **Trip** is unavoidably delayed **Due To a Claim**, he or she will continue to be insured without any additional premium for the period of the delay.
- C. Where backpacker cover has been selected and subject to the payment of an additional premium agreed between the **Insured**, **ACE** and Blue Insurances, at the request of the **Insured** the Policy will extend to allow the **Insured** to make one return visit to their home in Ireland before their original intended return date (as specified on their Policy Schedule) for up to a maximum duration of 14 days excluding any return for which a claim is being made as a result of emergency medical repatriation or curtailment. Cover is suspended whilst the **Insured** is in **Ireland** - from the time the **Insured** arrives at their home in **Ireland** and starts again when the **Insured** leaves home to return to their overseas destination.
- D. If there is a change to this Policy it will begin on the **Issue Date** shown on the subsequent Policy Schedule that is issued to record the change in cover.
- E. Dates refer to Local Standard Time at the **Insured's** address as shown in the Policy Schedule.

1.3 MEDICAL REQUIREMENTS

Pre-existing medical conditions

ACE has the right to refuse to pay any **Claim** if at the time the **Insured** applied for this **Policy**, one or more of the 'Pre-requirements for cover to apply' were not met.

1.4 MAKING A CLAIM

Type of claim

- A. Medical Emergency Only +353 1 4401762.

Please use the **Medical Emergency Service** (part of the cover provided under **Part III Section 5 MEDICAL AND ADDITIONAL EXPENSES**). Contacting **ACE** first may delay treatment.

- B. Insolvency of Provider and Scheduled Airline Failure claims:

Please contact: International Passenger Protection Ltd (Claims Office), IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR
Tel: +44 (0) 20 8776 3752
Email: info@ipplondon.co.uk

IPP will only accept claims submitted up to six months after the failure. Any claim submitted after the six month period will not be accepted.

C. Other Claims

Please contact: ACE Travel Insurance Claims, OSG, Merrion Hall, Strand Road, Sandymount, Dublin 4
Phone 1800 719 420 or +353(0)1 440 1757
(09.00-17.00 Monday-Friday)
Fax +353 1 661 5249

To make a **Claim** please phone or write to **ACE** within thirty days of the incident, or as soon as possible afterwards and provide the **Insured's** name, address and Policy number. The **Insured** can print off and use a **Claim** form from **ACE's** Web Site at www.acettravelinsurance.ie.

REPORTING LOST OR STOLEN PROPERTY

Type of lost or stolen property:

- A. **Personal Property, Valuables or Money.**

The **Insured** must notify the local Police within 24 hours of discovery and provide **ACE** with a copy of their written report

- B. travellers' cheques:

The **Insured** must notify the local branch or agent of the issuing company

- C. any property lost or stolen from a hotel:

The **Insured** must notify the hotel management (in addition to the local Police)

1.5 SPORTS AND ACTIVITIES

GRADE 1 SPORTS AND ACTIVITIES – NO ADDITIONAL CHARGE.

The **Insured** is covered under the Personal Accident and Medical Expenses Sections for the following activities automatically, provided that the activity is on an **Incidental** basis The **Insured** does not need to contact the **Insured's** issuing agent.

- | | | |
|---|---|---|
| ● Archery | metres altitude | motorcycle licence, wearing a crash helmet, no racing) + |
| ● Badminton | ● Hockey | ● Netball |
| ● Baseball | ● Horse Riding (up to 7 days, no Polo, Hunting, Jumping) – wearing a helmet | ● Non manual work (Including professional administrative or clerical duties only) |
| ● Basketball | ● Ice Skating (Rink) | ● Orienteering |
| ● Beach Games | ● Jet Boating + | ● Paintballing + |
| ● Bungee Jump (1) | ● Jet Skiing+ | ● Parascending/Parasailing (over water) |
| ● Camel/Elephant Riding+ | ● Jogging | ● Pony Trekking – wearing a helmet |
| ● Canoeing (Grade 1 – 3) – Life jacket and helmet must be worn | ● Kayaking (Grades 1 to 3) – Life jacket and helmet must be worn | ● Quad biking up to 50cc (wearing a crash helmet, no racing)+ |
| ● Clay Pigeon Shooting+ | ● Manual Work (bar and restaurant work amateur musicians and singers, chalet maids, au pair/ nanny, retail work, fruit picking and occasional light manual work at ground level but excluding the use of power tools or machinery)**+ | ● Racquetball |
| ● Cricket | | ● Rambling |
| ● Cycling (excluding Mountain Biking) – wearing a helmet | | ● River Canoeing (Up to Grade 3) – Life jacket and helmet must be worn |
| ● Dinghy Sailing+ | | ● Roller Skating |
| ● Fell Walking | | ● Roller Blading |
| ● Fencing | | ● Rollers |
| ● Fishing | | ● Rowing |
| ● Flying as a fare paying passenger in a fully licensed passenger carrying aircraft | ● Marathon Running | |
| ● Football | ● Motorcycling up to 125cc (with the appropriate Irish | |
| ● GAA Football | | |
| ● Golf | | |
| ● Hiking (under 2,000 | | |

- Running – sprint/long distance (see notes below)
- Safari (Ir/UK organised)
- Sail Boarding
- Sailing within territorial waters +
- Scuba Diving* down to 30 metres if qualified and not diving alone or accompanied by a qualified instructor
- Skate Boarding
- Snorkelling
- Squash
- Surfing (under 14 days)
- Tennis
- Tour Operator Safari
- Track Events
- Trekking (under 2,000 metres altitude)
- Volleyball

- * Scuba diving – scuba diving to the following depths. Provided the **Insured** is diving under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guidelines of the relevant diving or training agency or organization and not diving alone:
 - PADI Open Water – 18 metres
 - PADI Advanced Open Water – 30 metres*
 - BSAC Ocean Diver – 20 metres
 - BSAC Sports Diver – 30 metres*
 - BSAC Dive Leader – 30 metres*

ACE must agree with any equivalent qualification. If the **Insured** does not hold a qualification, **ACE** will only cover the **Insured** to dive to a depth of 18 metres.

The **Insured** will not be covered under this policy if the **Insured** travels by air within 24 hours after participating in Scuba Diving.

* For the purposes of diving under Hazardous Activities: Grade 1.

** Cover for work activities is restricted to those included under the Definition of 'Work' under Policy Definitions. Work involving the use of dangerous equipment is excluded - see Part IV General Exclusions D.

+ Cover under Section 11 - Personal Liability for those sports and activities marked with a + is excluded.

GRADE 2 – SPORTS AND ACTIVITIES – 50% LOAD TO COVER ALL ACTIVITIES OR €30 PER ACTIVITY.

The **Insured** can be covered under the Personal Accident and Medical Expenses Sections for the following activities provided that the activity is on an **Incidental** basis (unless stated otherwise below) and subject to an additional premium being paid and shown on the Policy Schedule.

Medical **Excess** increased to €320
Personal Accident Sum insured reduced by 50%
Personal Liability Cover is Excluded

- Boxing Training (no contact)
- Bungee Jump (up to 3 additional)
- Black Water Rafting (Grade 1 to 4) Life jacket and Helmet must be worn
- Camel/Elephant Riding/ Trekking (non **Incidental**)
- Cycle Touring
- Go Karting (specific use)
- Horse Riding – wearing a helmet (no Polo, Hunting, Jumping)
- Hot Air Ballooning – organised pleasure rides only (non **Incidental**)
- Hurling
- Jet Skiing (non **Incidental**)
- Martial Arts (Training only)
- Mountain Biking
- Parascending/Parasailing (over water, non **Incidental**)
- Rambling/Trekking between 2,001m and 4,200m
- Safari (non-Ir/UK organised)
- Scuba Diving* (non **Incidental**/down to 50m if qualified and not diving alone or accompanied
- by a qualified instructor (see notes below)
- Sea Canoeing – Life jacket and Helmet must be worn
- Sea Fishing (non **Incidental**)
- Surfing
- Tandem Skydive (up to 2 jumps maximum)
- Triathlon
- White Water Rafting (Grade 4) – Life jacket and Helmet must be worn
- Waterskiing/Windsurfing/ Snorkelling (non **Incidental**)

- * Scuba diving – scuba diving to the following depths. Provided the **Insured** is diving under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guidelines of the relevant diving or training agency or organization and not diving alone:
 - PADI Open Water – 18 metres
 - PADI Advanced Open Water – 30 metres
 - BSAC Ocean Diver – 20 metres
 - BSAC Sports Diver – 35 metres*
 - BSAC Dive Leader – 50 metres*

- War Games + (with eye protection)
- Water Polo
- Water Skiing
- White Water Rafting (Grades 1 to 3)
- Windsurfing
- Yachting (racing/crewed inside territorial waters)+

ACE must agree with any equivalent qualification. If the **Insured** does not hold a qualification, **ACE** will only cover the **Insured** to dive to a depth of 18 metres.

The **Insured** will not be covered under this policy if the **Insured** travels by air within 24 hours after participating in Scuba Diving.

* For the purposes of diving under Hazardous Activities: Grade 2.

GRADE 3 – SPORTS AND ACTIVITIES – 100% LOADING TO COVER ALL ACTIVITIES OR €75 PER ACTIVITY.

The **Insured** can be covered under the Personal Accident and Medical Expenses Sections for the following activities provided that the activity is on an **Incidental** basis (unless stated otherwise below) and subject to an additional premium being paid and shown on the Policy Schedule.

Medical **Excess** increased to €650
Personal Accident Sum insured reduced by 50%
Personal Liability Cover is Excluded

- Abseiling
- American Football
- Canoeing (Grade 4) – Life jacket and Helmet must be worn
- Gliding
- Kayaking (Grade 4) – Life jacket and Helmet must be worn
- Motorcycling over 125cc (with the appropriate Irish motorcycle licence, wearing a crash helmet, no racing)
- Paragliding
- Rambling/Trekking between 4,201m and 6,000m (professionally organised **Trips** with experienced operators,
- maximum age 45 years)
- Rugby
- Sand Yachting
- Yachting (racing/crewed) outside territorial waters – Life jacket must be worn
- Zip Lining/Trekking (safety harness must be worn)

GRADE 4 – SPORTS AND ACTIVITIES – 200% LOADING TO COVER ALL ACTIVITIES OR €100 PER ACTIVITY

The **Insured** can be covered under the Personal Accident and Medical Expenses Sections for the following activities provided that the activity is on an **Incidental** basis (unless stated otherwise below) and subject to an additional premium being paid and shown on the Policy Schedule.

Medical **Excess** increased to €650
Personal Accident Sum insured reduced by 50%
Personal Liability Cover is Excluded

- Canyoning
- Hang Gliding
- High Diving under 5m (excluding cliff diving)
- Horse Jumping – wearing a helmet (no Polo,
- Hunting)
- Kite Surfing
- Micro Lighting
- Parachuting
- Parasailing/Parascending (over land, non
- **Incidental**)
- Rock Climbing (under 2,000m)
- Rock Scrambling (under 4,000m)

PART II

ACE ASSISTANCE

1. MEDICAL EMERGENCY AND REFERRAL and 2. PERSONAL ASSISTANCE SERVICES

PHONE: +353 1 440 1762

The services under this Section are provided by **ACE Assistance** are only available during a **Trip Abroad**.

1. Medical Emergency and Referral Services

IMPORTANT: THIS IS NOT PRIVATE MEDICAL INSURANCE. IF THE INSURED REQUIRES MEDICAL TREATMENT THE INSURED MUST CONTACT ACE ASSISTANCE IMMEDIATELY (UNLESS THEY ARE AGED 70 OR OVER WITH MULTI-TRIP COVER WHEN THEY MUST CONTACT THEIR PRIVATE MEDICAL INSURANCE PROVIDER IMMEDIATELY AS THIS POLICY OPERATES ONLY WHEN THE TOTAL UNDERLYING LIMIT HAS BEEN REACHED). IF THE INSURED DOES NOT DO THIS, ACE MAY REJECT A CLAIM OR REDUCE ITS PAYMENT.

IF THE INSURED REQUIRES MEDICAL TREATMENT IN AUSTRALIA THE INSURED MUST ACCESS THE BENEFITS PROVIDED UNDER THE RECIPROCAL HEALTH CARE AGREEMENT BETWEEN THE AUSTRALIAN AND REPUBLIC OF IRELAND GOVERNMENTS. IF THE INSURED DOES NOT DO THIS, ACE MAY REJECT A CLAIM OR REDUCE ITS PAYMENT.

The following assistance services will be available to persons aged 70 or over who have multi-trip cover insofar as they are not provided by the **Private Medical Insurance** provider.

ACE Assistance will provide the **Insured** with the following services, in an emergency, when he or she is on **Trip Abroad**.

If the Policy covers a service or item under any of the Sections in Part III (e.g. medical expenses if the **Insured** has to consult a **Qualified Medical Practitioner**) the **Insured** will be able to recover the payment.

The **Insured** must contact **ACE Assistance** before incurring any costs covered under this Section.

- A. Medical referral** provision of the names and addresses of local **Qualified Medical Practitioners**, hospitals, clinics and dentists when consultation or treatment is required, arrangements for a **Qualified Medical Practitioner** to call, and, if necessary, for the **Insured** to be admitted to hospital.
- B. Repatriation** if the **Qualified Medical Practitioner** appointed by **ACE Assistance** believes treatment in **Ireland** is preferable, transfer will be arranged by regular scheduled transport services, or by air or road ambulance services if more urgent treatment and/or specialist care is required during the journey.
- C. Payment of Bills** If the **Insured** is admitted to hospital **Abroad**, the hospital or attending **Qualified Medical Practitioner** will be contacted and payment of their fees up to the policy limit will be guaranteed so that the **Insured** does not have to make the payment from their own funds.
- D. Drug Replacement** assistance with the following:
 - i. replacement of lost drugs or other essential medication; or
 - ii. lost or broken prescription glasses or contact lenses, which are unobtainable **Abroad**
 - iii. sourcing and delivery of compatible blood supplies

ACE Assistance will not pay for the replacement costs of any item or the costs of sourcing and delivering blood supplies.
- E. Transmission of urgent Messages** to relatives or business associates

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

2. Non-insured Facilitation Services

ACE Assistance will provide the **Insured** with the following services, in an emergency, when he or she is on **Trip Abroad**.

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

- A. Transfer of Emergency Funds** transfer of emergency funds up to €250 per trip if access to normal financial/ banking arrangements is not available locally.

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

If the emergency transfer is necessitated by theft or loss of personal money, a **Claim** may be made under the Policy.
- B. Message Relay** transmission of urgent messages to relatives or business associates if medical or travel problems disrupt a **Trip** travel schedule.
- C. Tracing Personal Property** tracing and re-delivery of **Personal Property** that has been lost or misdirected in transit if the Carrier has failed to resolve the problem. (Please note: the **Insured** must have their **Personal Property** tag number available.)
- D. Replacement Travel Documents** assistance with the replacement of lost or stolen tickets and travel documents, and referral to suitable travel offices. **ACE Assistance** will not pay for any item.
- E. Lost Credit Cards** giving advice on how to contact the appropriate Card Issuers if credit or charge cards are lost or stolen. Data Protection legislation prevents **ACE Assistance** from contacting the Card Issuers directly.
- F. Emergency Translation Facility** translation service if the local provider of an assistance service does not speak English.

G. Legal Help

referral to a local English-speaking Lawyer, Embassy or Consulate if legal advice is needed, and arrangement of payment of reasonable emergency legal expenses or bail, against a guarantee of repayment.

CONDITION

Prompt advice and assistance

Whilst **ACE Assistance** will make every effort to ensure advice or assistance is provided promptly and in good faith it cannot accept liability for loss or damage of any kind that may arise or result from the use, or intended use, of the **ACE Assistance /Medical Referral/ Personal Assistance services**.

PART III

SECTION 1. CANCELLATION, CURTAILMENT OR REARRANGEMENT

A. Cover

ACE will pay:

1. Cancellation, Curtailment or Rearrangement Costs up to the amount shown in the Schedule of Benefits if it becomes necessary to cancel, curtail or rearrange a **Trip Due To**:

- i. the death, serious injury, sudden illness, complications in pregnancy (as diagnosed by a **Qualified Medical Practitioner** or specialist in obstetrics) of the **Insured, Immediate Family Members, Travelling Companions** or any person upon whom the **Insured's** trip depends;
- ii. the compulsory quarantine, on the orders of a treating **Qualified Medical Practitioner**, of the **Insured** or **Travelling Companions**;
provided that such cancellation, curtailment or rearrangement is confirmed as medically necessary by a treating **Qualified Medical Practitioner**;
- iii. a **Public Conveyance** being cancelled or curtailed because of adverse weather, industrial action, or mechanical breakdown or derangement;
- iv. jury service or subpoena of the **Insured** or **Hijack** of the conveyance in which he or she is travelling;
- v. unemployment of the **Insured** which qualifies for payment under any applicable statute;
- vii. serious damage making the **Insured's** home uninhabitable; or
- viii. the presence of the **Insured** being required by the Police following a burglary or attempted burglary at his or her home.

2. Catastrophe

Curtailment or Rearrangement Costs up to the amount shown in the Schedule of Benefits, if the **Insured** is forced to move from the pre-booked **Accommodation** or it becomes necessary to curtail or rearrange a **Trip Due To** lightning, explosion, earthquake, storm, tempest, hurricane,

flood, tsunami, medical epidemic or local Government directive which occurs during the **Trip** and is confirmed in writing by local or national authority.

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

- i. **Cancellation, Curtailment or Rearrangement Costs Due To** injury, illness or quarantine where such cancellation, curtailment or rearrangement has not been confirmed as being medically necessary by a **Qualified Medical Practitioner**;
- ii. **Cancellation, Curtailment or Rearrangement Costs** where such cancellation, curtailment or rearrangement results from a medical condition affecting **Immediate Family Members** or **Travelling Companions**, or any person upon whom the **Trip** depends if
 - a. the condition was diagnosed before this Policy was bought; and
 - b. at the time this Policy was bought, the diagnosed condition could reasonably have been expected to result in
 - i. death, serious injury or sudden illness; or
 - ii. a sudden deterioration in health.
- iii. if a strike or industrial action is public knowledge when this Policy is taken out or a **Trip** is booked;
- iv. if an aircraft, sea vessel or train is withdrawn from service on the orders of the recognised regulatory authority in any country;
- v. if the **Insured** is called as an expert witness or if his or her occupation would normally require a Court attendance;
- vi. if the **Insured** was unemployed or knew they might become unemployed at the time a booking was made;
- vii. if any other adverse financial situation necessitates cancellation, curtailment or rearrangement of a **Trip**;
- viii. the **Excess** as shown in the Schedule of Benefits
- ix. any loss, charge or expense **Due To**:
 - a) a delay in notifying the tour operator, travel agent, or transport or **Accommodation** provider that it is necessary to cancel a booking;
 - b) disinclination to go on a **Trip**; or
 - c) prohibitive regulations by the government of any country;
- x. a charge or expense paid for or to be discharged with any kind of promotional voucher;
- xi. if the **Insured**, or any others **Insured**, were aware of any reason, either at the time a **Trip** was booked or at the time the **Insured** purchased this Policy, why that **Trip** might have to be cancelled;
- xii. if a trip is cancelled as the result of regulations made by any government or public authority.

SECTION 2. TRAVEL DELAY

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

A. Cover

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

- i. up to the amount shown in the Schedule of Benefits for the first full 12 hours delay and for each subsequent full 12 hours delay up to the maximum benefit shown in the Schedule of Benefits; or

- ii. up to the amount shown in the Schedule of Benefits for **Cancellation, Curtailment or Rearrangement Costs** if a **Trip** is abandoned after a delay of at least 24 hours of the scheduled departure from **Ireland**.

B. Exclusions (General Exclusions apply as well)

ACE will not pay

- i. the **Excess** as shown in the Schedule of Benefits
- ii. up to the amount shown in the Schedule of Benefits for **Cancellation, Curtailment or Rearrangement Costs** where the means of transport and/or **Accommodation** used is of a standard superior to that of the outbound journey or **Trip**;
- i. if the **Insured** does not:
 - a) check-in before the scheduled departure time shown on his or her travel itinerary; or
 - b) provide ACE with written details from the airline, shipping company, coach or train operators describing the length of, and reason for, the delay;
- ii. if an aircraft, sea vessel, coach or train is taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
- iii. if a strike or industrial action could be reasonably expected when a **Trip** is booked;
- iv. a charge or expense paid for or to be discharged with any kind of promotional voucher.

SECTION 3. MISSED DEPARTURE

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

A. Cover

ACE will pay up to the amount shown in the Schedule of Benefits for necessary and reasonable **Accommodation** and travel expenses to enable the **Insured** to reach his or her scheduled destination if he or she arrives too late at the airport, sea port, coach or train station to commence a booked journey from or to **Ireland Due To**:

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

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

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

SECTION 4. PERSONAL ACCIDENT

A. Cover

If the **Insured** receives a **Bodily Injury** during a **Trip** ACE will pay up to the amounts shown in the Schedule of Benefits for:

- i. death;
- ii. **Loss of Sight** or **Loss of Limb**;
- iii. **Permanent Total Disablement**

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

- i. more than one benefit for the same **Bodily Injury**;
- ii. if death, loss or disability is **Due To** disease or any physical defect, injury or illness which existed before the **Trip**;
- iii. the benefit for **Permanent Total Disablement** if the **Insured** is retired from gainful employment and receiving a pension of any kind

SECTION 5. MEDICAL AND ADDITIONAL EXPENSES

See Part II for a range of Medical Emergency and Non-Insurance Facilitation Services provided by **ACE Assistance** which are relevant to this Section.

Reciprocal Health Declaration

If the **Insured** intend travelling to countries within the European Economic Area (all EU countries plus Iceland, Liechtenstein, and Norway) **ACE** advises the **Insured** to obtain a European Health Insurance Card (EHIC) to take with the **Insured** when the **Insured** travels. For more information about the EHIC, contact the **Insured's** local Health Centre or the Department of Health and Children:

Department of Health and Children
 Hawkins House, Hawkins Street
 Dublin 2
 Ireland
 Tel: 01 6354000
 www.dohc.ie

Further information can be obtained on the government information website www.citizensinformation.ie under the section "Moving Country".

If the **Insured** is travelling to a country outside the European Economic Area, the **Insured** may be able to **Claim** back some or all of the costs of any medical treatment the **Insured** requires – contact the Department of Health and Children (details above) to find out more.

Cover under this Section does not apply to a **Trip in Ireland**.
PERSONS UNDER AGED UNDER 87 FOR SINGLE TRIP COVER OR UNDER 70 FOR MULTI-TRIP COVER

The **Insured** must contact **ACE Assistance** before incurring any costs covered under this Section.

IMPORTANT: THIS IS NOT PRIVATE MEDICAL INSURANCE. IF THE INSURED REQUIRES MEDICAL TREATMENT THE INSURED MUST CONTACT ACE ASSISTANCE IMMEDIATELY.

IF THE INSURED DOES NOT DO THIS, ACE MAY REJECT A CLAIM OR REDUCE ITS PAYMENT.

PERSONS AGED 70 OR OVER WITH MULTITRIP COVER

1. If the **Insured** requires medical attention or incurs medical expenses **Abroad**, the **Insured** must follow the claims procedures specified by his or her **Private Medical Insurance** provider. He or she should also notify the **Private Medical Insurance** provider about this Policy.
2. Should a **Person Insured** incur medical expenses exceeding 50% of the **Total Underlying Limit** of his or her **Private Medical Insurance**, he or she must notify **OSG**.

IF THE INSURED REQUIRES MEDICAL TREATMENT IN AUSTRALIA THE INSURED MUST ACCESS THE BENEFITS PROVIDED UNDER THE RECIPROCAL HEALTH CARE AGREEMENT BETWEEN THE AUSTRALIAN AND REPUBLIC OF IRELAND GOVERNMENTS. IF THE INSURED DOES NOT DO THIS, ACE MAY REJECT A CLAIM OR REDUCE ITS PAYMENT.

A. Cover

If the **Insured** is injured or becomes ill, (including becoming ill **Due To** complications in pregnancy (as diagnosed by a **Qualified Medical Practitioner** or specialist in obstetrics) provided that if travelling within 12 weeks of the expected date of delivery the **Insured** provides a medical certificate – which must be dated no earlier than 5 days before the outbound travel date - issued by a **Qualified Medical Practitioner** or midwife confirming the number of weeks of pregnancy and that they are fit to travel) during a **Trip Abroad**, **ACE** will pay up to the amounts shown in the Schedule of Benefits (or for an **Insured** aged 70 or over with multi-trip cover up to €1,000,000 in excess of the **Total Underlying Limit** – the excess over the **Total Underlying Limit**)

- i. for medical expenses excluding dental expenses, medical repatriation expenses or travel expenses he or she incurs, including optical expenses;
- ii. dental expenses he or she incurs for the relief of pain only.

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

Repatriation must be:

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

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

- i. any amount recovered under a National Health Service reciprocal agreement;
- ii. for any treatment not confirmed as medically necessary;
- iii. any expenses incurred in the **Insured's** country of residence;

- iv. any additional travelling expenses not authorised by **ACE Assistance** if the **Insured** has to return home earlier than planned or be repatriated from a **Trip**;
- v. for medical treatment that the **Insured** travelled **Abroad** to obtain;
- vi. for medication the **Insured** is taking before and which he or she will have to continue taking during a **Trip**;
- vii. for surgery, medical, dental or preventative treatment which can be delayed in the opinion of the **Qualified Medical Practitioner** treating the **Insured** until he or she returns to **Ireland**;
- viii. for dental expenses other than for the relief of pain only;
- ix. any additional costs for single or private room **Accommodation**;
- x. additional travel and hotel expenses incurred which have not been authorized in advance by **ACE Assistance**;
- xi. cremation or burial costs in **Ireland**;
- xii. the **Excess** as shown in the Schedule of Benefits except where the **Insured** has obtained a reduction in the cost of medical expenses in European Union countries by using a European Health Insurance Card.
- xiii. (applicable only to an **Insured** aged 70 or over with multi-trip cover) any amount recoverable under the **Insured's Private Medical Insurance**.

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

SECTION 6. HOSPITAL BENEFIT

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

A. Cover

If the **Insured** is an in-patient in hospital during a **Trip** and has a **Claim** under **Part III** the **MEDICAL AND ADDITIONAL EXPENSES** section, **ACE** will pay up to the amount shown in the Schedule of Benefits for every 24 hours he or she spends in hospital.

B. Exclusions (General Exclusions apply as well)

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

SECTION 7. PERSONAL PROPERTY

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

DEFINITIONS

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

Mobility Aid/Mobility Aids

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

Personal Property

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

Repair and Replacement Costs

the cost of repairing partially damaged property, or, if property is totally lost or destroyed or uneconomical to repair, the cost of replacing property as new less a deduction for wear, tear or depreciation. (Note: **ACE** will pay a reasonable proportion of the total value of a set or pair to repair or replace an item that is part of a set or pair.)

Valuables

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

*N.B. Backpacker Cover: definition of **Valuables** excludes computers and computer equipment, (including PDA's, personal organizers, laptops, Ipads, notebooks, netbooks and the like)

A. Cover

- i. If **Personal Property** is lost, damaged or stolen during a **Trip**, **ACE** will pay **Repair and Replacement Costs** up to the amount shown in the Schedule of Benefits.
- ii. If any **Mobility Aid** owned by the **Insured** or for which they are responsible, necessarily taken by the **Insured** on **Trip** or hired by or loaned to the **Insured** whilst on **Trip**, is lost, damaged or stolen during such **Trip**, **ACE** will pay **Repair and Replacement Costs** up to the amount shown in the Schedule of Benefits.
- iii. **ACE** will also reimburse, up to the amounts shown in the Schedule of Benefits:
 - a. the cost of essential items of clothing and toiletries that the **Insured** has to purchase because **Personal Property** is lost or misplaced for at least 12 hours by an airline or other Carrier –
 - i. after the first 12 hour delay period;
 - ii. for each 24 hour delay period thereafter;
 - iii. up to the maximum benefit amount.
 - b. reasonable and necessary costs incurred by:
 - i. the **Insured** during a **Trip**, in hiring **Mobility Aids**; and/or
 - ii. **ACE Assistance** in couriering **Mobility Aids** to the **Insured** to replace those taken by them on **Trip** and which have:
 - i) been misplaced for at least 12 hours by an airline or other Carrier.
 - ii) suffered loss or damage insured under Cover ii. of this Section;
 - c. reasonable and necessary costs up to €300, incurred by **ACE Assistance** to courier essential medication, dentures, hearing aids, prescription glasses, contact or corneal lenses to the **Insured**:
 - i. to replace those taken by the **Insured** on the **Trip** and which have:

- a. been misplaced for at least 12 hours by an airline or other Carrier.
 - b. otherwise lost or damaged during the **Trip**;
- ii. following discovery by the **Insured** that they accidentally omitted to take them on **Trip**.

B. Exclusions (General Exclusions apply as well)

- i. **ACE** will not pay
 - a) the **Excess** as shown in the Schedule of Benefits;
 - b) more than the limit as Schedule of Benefits for a single item, pair or set, or part of a pair or set;
 - c) more than the limit as Schedule of Benefits for golf clubs, bags and accessories;
 - d) more than the limit as Schedule of Benefits for **Valuables** in total and will only pay if the **Valuables** are attended by the **Insured** or are in a safety deposit box at the time they are lost, damaged or stolen;
 - e) for any items stolen from an unattended vehicle unless they were in the locked boot of the vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view, and there is evidence of forced entry;
 - f) unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **ACE** is provided with a copy of the original written Police report and report to the hotel management as applicable;
 - g) for loss, theft or damage to:
 - I. **Personal Property** more specifically insured or recoverable under any other insurance policy;
 - II. **Personal Property** left **Unattended** in a public place
 - III. **Personal Property** in the custody of an airline or other Carrier unless the loss or damage is reported in writing to the airline or other Carrier within 24 hours of discovery and **ACE** is provided with a copy of the original written airline or Carrier report;
 - IV. **Personal Property Due To** leaking powder or fluid carried within the **Insured's** luggage
 - V. household goods, contact or corneal lenses, sunglasses, dentures, hearing aids, prescription glasses, contact or corneal lenses samples or merchandise, bonds, securities or documents of any kind; or
 - VI. antiques, musical instruments, pictures, typewriters, portable mobile telephones, any computers, computer equipment (including but not limited to PDAs, personal organisers, laptops, Ipads, notebooks, netbooks and the like), not defined under **Valuables** and electronic navigation equipment), televisions, sports equipment whilst being used (except for **Winter Sports** equipment if **Winter Sports** cover is shown as covered on the Policy Schedule), vehicles or their accessories, watercraft and ancillary equipment, glass, china or similar fragile items and pedal cycles;
 - VII. any mobility scooter caused by theft or attempted theft or malicious persons, whilst left unattended unless, it has been locked in a secure room or, any key required to operate the mobility scooter has been removed and any

- VIII. manufacturers security devices employed or, it is otherwise secured from unauthorised removal.
 - IX. Mobility scooter tyres and/or accessories unless the Mobility scooter is damaged at the same time.
 - X. Hired **Mobility Aids** unless their condition has been inspected prior to hire and any defects noted.
- h) for depreciation in value, normal wear and tear, denting or scratching, (other than denting or scratching of hired **Mobility Aids** for which the **Insured** is legally responsible), damage by moth or vermin, electrical, electronic or mechanical derangement, or damage due to atmospheric or climatic conditions;
- i) for delay, detention, seizure or confiscation by customs or other officials.

ACE will not pay any **Claim** where:

- a) **Personal Property, Mobility Aids** essential medication, dentures, hearing aids, prescription glasses, contact or corneal lenses have been lost or misplaced by an airline or other Carrier unless **ACE** is provided with original written confirmation from such airline or other carrier or the tour representative that were delayed for at least 12 hours after the **Insured** arrived at his or her destination;
- b) **Mobility Aids** have been lost or damaged unless such loss or damage is insured under Cover ii of this section and the **Insured** has complied fully with the relevant terms and conditions of cover;
- c) **Personal Property, Mobility Aids**, essential medication, dentures, hearing aids, prescription glasses, contact or corneal lenses, have been lost or misplaced on a journey returning the **Insured** to **Ireland**.

SECTION 8. MONEY

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

DEFINITION

The following word will have the same special meaning in this Section wherever it appears in bold italic type and commences with a capital letter. Additional Definitions appear in specific Sections and General Definitions, as detailed in Part I, apply as well.

Money

means coins, bank notes, postal or money orders, signed travellers cheques and other cheques, letters of credit, travel tickets, non-refundable prepaid entry tickets, petrol coupons or other prepaid coupons which belong to or are in the custody and control of an **Insured** and are intended for travel, meals, **Accommodation** and personal expenditure only.

A. Cover

ACE will pay

- i. up to the amount shown in the Schedule of Benefits if **Money** held by the **Insured** for their own personal use is lost or stolen during a **Trip** whilst:

- a) being carried by the **Insured**; or
- b) left in a safe or safety deposit box.

- ii. up to the amount shown in the Schedule of Benefits if the **Insured** sustains financial loss directly as a result of a credit, debit or charge card being lost or stolen during a **Trip** and subsequently being used fraudulently by any person other than:-
 - i) the **Insured**; or
 - ii) a member of the **Insured's** family.

SPECIAL CONDITIONS APPLYING TO THIS SECTION

- i) Loss or theft of **Money** or credit, debit or charge cards **MUST** be reported to the police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **ACE** **MUST** be provided with a copy of the original written police report and report to the hotel management as applicable.
 - ii) the terms and conditions under which such credit, debit or charge card has been issued must have been fully complied with.
- B. Exclusions (General Exclusions apply as well)**

ACE will not pay:

- i. the **Excess** as shown in the Schedule of Benefits;
- ii. more than the limit as Schedule of Benefits if the carrier is under 18 years old;
- iii. for delay, detention, seizure or confiscation by customs or other officials;
- iv. unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **ACE** is provided with a copy of the original written Police report and report to the hotel management as applicable;
- v. for traveller's cheques:
 - a) unless the loss or theft is reported immediately to the local branch or agent of the issuing company; or
 - b) if the issuing company provides a replacement service;
- vi. for depreciation in value or shortage due to any error or omission.
- vii. for more than the limit as Schedule of Benefits in total in for any one **Claim** in respect of loss of or damage to **Money** or fraudulent misuse of lost or stolen credit, charge or bankers cards.

SECTION 9. LOSS OF PASSPORT/ DRIVING LICENCE/TRAVEL DOCUMENTS EXPENSES

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

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

A. Cover

ACE will pay:

Up to the amount shown in the Schedule of Benefits to cover replacement

and additional travel and **Accommodation** costs by the **Insured** to obtain a new passport, driving licence or other travel documents following the loss or theft of his or her original documents during a **Trip**

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

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

SECTION 10. HIJACK

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

A. Cover

If the **Insured** is held hostage by **Hijackers** whilst travelling to or from a **Trip**, **ACE** will pay up to the amount shown in the Schedule of Benefits for each full 24 hours he or she is held hostage up to the maximum benefit shown in the Schedule of Benefits for each **Trip**.

SECTION 11. PERSONAL LIABILITY

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

A. Cover

ACE will indemnify the **Insured** against all sums (after deduction of the **Excess**) which he or she is legally liable to pay as damages in respect of:

- i. accidental bodily injury (including death illness or disease) to any person;
- ii. accidental loss of or damage to material property;

which occurs during the **Period of Insurance** arising out of the **Trip**.

The maximum that **ACE** will pay under this Section for all damages as a result of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall be the amount shown in the Schedule of Benefits (hereafter called the Limit of Liability).

ACE will in addition pay Costs and Expenses.

Costs and Expenses shall mean:

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

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

B. Exclusions (General Exclusions apply as well)

ACE will not provide indemnity:

- i. the **Excess** as shown in the Schedule of Benefits
- ii. liability in respect of bodily injury to any person who is:
 - a. under a contract of service with the **Insured** when such injury arises out of and in the course of their employment by the **Insured**;
 - b. A member of the **Insured's** family.
- iii. liability in respect of loss of or damage to property in the care custody or control of the **Insured**.

However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by the **Insured** in the course of the **Trip**.

- iv. liability in respect of bodily injury loss or damage caused directly or indirectly in connection with ownership, possession of or use by the **Insured** of:
 - a. mechanically propelled vehicles (other than golf buggies used on golf course and not on public roads); or
 - b. aircraft, hovercraft or watercraft (other than manually propelled watercraft less than 30 feet in length used on inland waters);
 - c. firearms (other than sporting guns);
- v. liability in respect of bodily injury loss or damage caused directly or indirectly in connection with:
 - a. the ownership, possession or use of land or building other than any building temporarily occupied by the **Insured** in the course of a **Trip**; or
 - b. any wilful or malicious act; or
 - c. the carrying on of any trade business or profession;
 - d. activities or volunteer work organised by, or under the auspices of, a charitable, voluntary, not for profit, social or similar organisation when liability for such activities or work should reasonably be included within the organisation's own Public Liability policy.
- vi. any liability assumed by the **Insured** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- vii. punitive or exemplary damages;
- viii. **War**

C. Conditions applying to this Section

- i. no admission, offer, promise or indemnity shall be made without the consent of **ACE** which shall be entitled to take over and conduct

in the **Insured's** name the defence or settlement of any **Claim** or to prosecute in the **Insured's** name for its own benefit any **Claim** for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any **Claim** and the **Insured** shall give all information and assistance as **ACE** may require. Every letter, **Claim**, writ, summons and process shall be forwarded to **ACE** on receipt. Written notice shall be given to **ACE** immediately the **Insured** shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.

- ii. **ACE** may at any time pay to the **Insured** in connection with any **Claim** or series of **Claims** the Limit of Liability for this Section (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such **Claim(s)** can be settled and upon such payment being made **ACE** shall relinquish the conduct and control of and be under no further liability in connection with such **Claim(s)** except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
- iii. the **Insured** shall as though they were the **Insured** observe, fulfil and be subject to the terms, Exclusions and Provisions of this Section.

SECTION 12. OVERSEAS LEGAL ADVICE & EXPENSES

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

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

DEFINITIONS

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

Legal Expenses

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

Legal Representatives

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

Any One Claim

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

A. Cover

If during a **Trip** the **Insured** sustains bodily injury or illness which is caused by a third party **ACE** will pay up to the amount shown in the Schedule of Benefits to cover **Legal Expenses** arising out of **Any One Claim**.

B. Exclusions (General Exclusions apply as well)

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

- i. any **Claim** reported to **ACE** more than 24 months after the beginning of the incident which led to the **Claim**;
- ii. any **Claim** where it is **ACE's** opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the **Claim**;
- iii. **Legal Expenses** incurred before receiving **ACE's** prior authorisation in writing unless such costs would have been incurred subsequent to **ACE's** authorisation;
- iv. **Legal Expenses** incurred in connection with any criminal or wilful act;
- v. **Legal Expenses** incurred in the defence against any civil **Claim** or legal proceedings made or brought against the **Insured** unless as a counter **Claim**;
- vi. Fines, penalties compensation or damages imposed by a court or other authority;
- vii. **Legal Expenses** incurred for any **Claim** or legal proceedings brought against:
 - a) a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the **Claim** or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;
 - b) **ACE** or their agents; or
 - c) the **Insured's** employer.
- viii. Actions between the **Insured** or pursued in order to obtain satisfaction of a judgement or legally binding decision;
- ix. **Legal Expenses** incurred in pursuing any **Claim** for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine;
- x. **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements;
- xi. **Legal Expenses** incurred where the **Insured** has:
 - a) failed to co-operate fully with and ensure that **ACE** is fully informed at all times in connection with any **Claim** or legal proceedings for damages and or compensation from a third party; or
 - b) settled or withdrawn a **Claim** in connection with any **Claim** or legal proceedings for damages and or compensation from a third party without the agreement of **ACE**. In such circumstances **ACE** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid;
- xii. **Legal Expenses** incurred after the **Insured** has not:
 - a) accepted an offer from a third party to settle a **Claim** or legal proceedings where the offer is considered reasonable by **ACE**; or
 - b) accepted an offer from **ACE** to settle a **Claim**;
- xiii. the **Excess** as shown in the Schedule of Benefits.

- xiv. **Legal Expenses** which **ACE** considers unreasonable or excessive or unreasonably incurred.

C. SPECIAL CONDITIONS APPLYING TO THIS SECTION

- i. **Legal Representatives** must be qualified to practise in the Courts of the country where the event giving rise to the **Claim** occurred or where the proposed defendant under this Section is resident.
- ii. The **Insured** has the right to select and appoint a **Legal Representative** of the **Insured's** choice to represent the **Insured** in any legal inquiry or legal proceedings (provided any appointment of a **Legal Representative** is not on a contingency fee basis, where the **Legal Representative** charges a proportion of the amount recovered as a fee). The **Insured** shall provide **ACE** with details of the selected **Legal Representative's** name and address. **ACE** may provide information about **Legal Representatives** in the **Insured's** local area if the **Insured** asks **ACE**.
- iii. The **Legal Representatives** and the **Insured** must cooperate fully with and ensure that **ACE** is fully informed at all times in connection with any **Claim** or legal proceedings for damages and/or compensation from a third party. **ACE** is entitled to obtain from the **Legal Representatives** any information, document or advice relating to a **Claim** or legal proceedings under this insurance. On request the **Insured** will give to the **Legal Representatives** any instructions necessary to ensure such access.
- iv. **ACE's** authorisation to incur **Legal Expenses** will be given if the **Insured** can satisfy **ACE** that:
 - a. there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings and the **Legal Expenses** will be proportionate to the value of the **Claim** or legal proceedings; and
 - b. it is reasonable for **Legal Expenses** to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of **ACE's** own advisers. If there is a dispute, **ACE** may request, at the **Insured's** expense, an opinion of a barrister as to the merits of the **Claim** or legal proceedings. If the **Claim** is admitted, the **Insured's** costs in obtaining this opinion will be covered by this Insurance.
- v. Any dispute between the **Insured** and **ACE** (about **ACE's** liability over a **Claim** or the amount to be paid, where the amount of the **Claim** is €5,000 or more) must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by the **Insured** and **ACE**. If the **Insured** and **ACE** cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. **ACE** may not refer the dispute to arbitration without the **Insured's** consent where the amount of the **Claim** is less than €5,000. If the **Insured** does not refer such a dispute to arbitration (in the case of a **Claim** for €5,000 or more) or to the courts of the Republic of Ireland (in the case of a **Claim** for less than €5,000 or where the **Insured** has agreed with **ACE**, after the dispute between **ACE** has arisen, that the **Claim** will be dealt with by arbitration), within 12 months, **ACE**

will treat the **Claim** as abandoned.

- vi. **ACE** may at its discretion assume control at any time of any **Claim** or legal proceedings in the name of the **Insured** for damages and/or compensation from a third party.
- vii. All **Claims** within this section must be submitted to **ACE** in writing within 90 days.
- viii. Any **Legal Expenses** incurred without the written agreement of **ACE** shall entitle **ACE** to withdraw cover immediately and to recover any fees or expenses paid to the **Insured**.
- ix. **ACE** may at its discretion require the **Insured** to obtain at the expense of the **Insured** an opinion of a barrister agreed by the **Insured** and **ACE** as to whether or not there are reasonable grounds for continuing to pursue or defend any **Claim** or legal proceedings. **ACE** will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings.
- x. **ACE** may at its discretion offer to settle a counter-claim against the **Insured** which it considers to be reasonable instead of continuing any **Claim** or legal proceedings for damages and/or compensation by a third party.
- xi. The **Insured** shall be responsible for the repayment to **ACE** of all sums paid by **ACE** in respect of the **Legal Expenses** where:
 - a. an award of costs is made in favour of the **Insured** in the **Claim** or legal proceedings; or
 - b. costs are agreed to be paid to the **Insured** as part of any settlement of the **Claim** or legal proceedings.
- xii. If a conflict of interest arises, where **ACE** is also the insurer of the third party or proposed defendant to the **Claim** or legal proceedings, the **Insured** has the right to select and appoint other **Legal Representatives** in accordance with Special Condition 2 of this Section.
- xiii. If the **Legal Representatives** refuse to continue acting for the **Insured** with good reason or if the **Insured** dismisses the **Legal Representatives** without good reason the cover **ACE** provides will end at once, unless **ACE** agrees to appoint other **Legal Representatives**.

SECTION 13. INSOLVENCY OF TRAVEL OR ACCOMMODATION PROVIDER

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

A. Cover

In the event of Insolvency of the Travel or **Accommodation** provider, the **Insurer** will pay the **Insured** named in the invoice or airline ticket will pay up to the amount shown in the Schedule of Benefits for:

1. where the **Trip** is cancelled – irrecoverable sums paid in advance in the event of insolvency of the travel or accommodation provider not forming part of an inclusive holiday prior to departure; or
2. in the event of insolvency after departure:
 - a) additional pro rata costs incurred by the **Insured** in replacing that part of the travel arrangements to a similar standard to that originally booked; or
 - b) if curtailment of the **Trip** is unavoidable – the cost of return transportation to **Ireland** to a similar standard to that originally booked.

PROVIDED THAT in the case of 2 a) and b) above where practicable the **Insured** shall have obtained the **Insurer's** approval prior to incurring the relevant costs by contacting International Passenger Protection as detailed on pages 14/15.

B. Exclusions (General exclusions apply as well)

The **Insurer** will not pay:

- i. Travel or **Accommodation** not booked within **Ireland** prior to departure
- ii. the financial failure of:
 - i) any Travel or **Accommodation** provider which is insolvent or in respect of which any prospect of insolvency is known at the date of issue of the Certificate;
 - ii) any Travel or **Accommodation** provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the **Claim**);
 - iii) any travel agent, tour organiser, booking agent or consolidator with whom the insured has booked travel or **Accommodation**
- iii. Any loss for which a third party is liable or which can be recovered by other legal means.
- iv. Any losses which are not directly associated with the incident that caused the **Insured** to claim. For example, loss due to being unable to reach a pre-booked hotel following the financial failure of the airline with which the **Insured** intended to fly.
- v. Costs incurred without first obtaining approval from the **Insurer**, where practicable.

SECTION 14. SCHEDULED AIRLINE FAILURE

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

A. Cover

The **Insurer** will pay the **Insured** named in the invoice or airline ticket up to the amount shown in the Policy Schedule for:

1. Irrecoverable sums paid in advance in the event of insolvency of the scheduled airline provider not forming part of an inclusive holiday prior to departure; or
2. In the event of insolvency of the scheduled airline after the **Insured's** departure:
 - a) additional pro rata costs incurred by the **Insured** in replacing that part of the flight arrangements to a similar standard to that originally booked; or
 - b) if curtailment of the holiday is unavoidable the cost of return flights to **Ireland** to a similar standard to that originally booked.

PROVIDED THAT in the case of 2 a) and b) above where practicable the **Insured** shall have obtained the **Insurer's** approval prior to incurring the relevant costs by contacting International Passenger Protection as detailed on pages 14/15.

B. Exclusions (General exclusions apply as well)

The **Insurer** will not pay:

1. Scheduled flights not booked within **Ireland** prior to departure
2. Any costs resulting from the Insolvency of:
 - a) Any scheduled airline which is insolvent or in respect of which any prospect of insolvency is known at the date of issue of the Certificate
 - b) Any scheduled airline that is bonded or insured elsewhere (even if the bond is insufficient to meet the claim)

3. The financial failure of any travel agent, tour organiser, booking agent or consolidator with whom the insured has booked a scheduled flight
4. Any loss for which a third party is liable or which can be recovered by other legal means
5. Any losses that are not directly associated with the incident that caused you to claim. For example, loss due to being unable to reach your pre booked hotel, villa, car hire or cruise following the financial failure of an airline.
6. Costs incurred without first obtaining approval from the **Insurer**, where practicable

SECTION 15. STRIKE

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

A. Cover

ACE will pay

the **Insured** up to the amount shown in the Policy Schedule for any irrecoverable overseas accommodation costs at the **Insured's Trip** destination which they have paid or are contracted to pay as a result of the cancellation of their flight due to strike or industrial action taken by the airline on which they are due to travel.

CONDITIONS APPLYING TO THIS SECTION

- i. In the event of strike or industrial action the Insured must:
 - a) obtain written confirmation from the airline of the date and duration on which this occurred.
 - b) provide the Insured's unused travel tickets.
 - c) provide receipts or bills for any accommodation cost claimed for.
- ii. The Insured may claim only under Section 2 – Delayed Departure or Section 15 – Strike for the same event, not both.

B. Exclusions (General exclusions apply as well)

ACE will not pay

- i. In the event of strike or industrial action any additional accommodation costs incurred by the **Insured**:
 - a) where the airline has offered reasonable alternative travel arrangements.
 - b) which are recoverable from the airline or for which the **Insured** receive or are expecting to receive compensation.
- ii. **Claims** arising directly or indirectly from strike or industrial action existing or being publicly announced prior to the date this insurance is effected by the **Insured** or the time of booking any **Trip** whichever is the later.

SECTION 16. WINTER SPORTS

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

A. Cover

ACE will pay

- i. up to the amount shown in the Schedule of Benefits for each full 24 hour period it is necessary for the **Insured** to hire **Winter Sports** equipment for **Winter Sports** equipment that is:

SECTION 17. GOLF EQUIPMENT/ GOLF EQUIPMENT HIRE/ GREEN FEES

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

A. Cover

ACE will pay:

- i. Up to the amount shown in the Schedule of Benefits for loss, theft or damage to the **Insured's Golf Equipment** during a **Trip**.
- ii. up to the amount shown in the Schedule of Benefits for each 24 hour period for the cost of necessary hire of **Golf Equipment** following:
 - a. accidental loss of, theft of or damage to the **Insured's Golf Equipment**; or
 - b. the temporary loss in transit during the outward journey for at least 24 hours of the **Insured's Golf Equipment**
- iii. up to the amount shown in the Schedule of Benefits for the proportionate value of any non-refundable pre-paid green fees, **Golf Equipment** hire or tuition fees necessarily unused due to the following:
 - a) the **Insured's Bodily Injury** or illness; or the loss or theft of the **Insured's** pre-booked and pre-paid documentation which prevents the **Insured's** participation in the pre-paid golfing activity;
 - b) closure due to adverse weather conditions of the golf course.

B. Exclusions (General Exclusions apply as well)

ACE will not pay

- i. The exclusions in Section 7 **Personal Property** apply also to this Section except that the limit of €250 in Exclusion i. b) for the **Insured's Golf Equipment** will not apply.
- ii. The **Excess** as shown in the Schedule of Benefits.

SECTION 18. MISSED CRUISE CONNECTION

THIS SECTION IS **OPTIONAL**; IT APPLIES ONLY IF IT IS SHOWN AS INSURED ON THE SCHEDULE AND THE ADDITIONAL PREMIUM HAS BEEN PAID.

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

A. Cover

ACE will pay

up to the amount shown in the Schedule of Benefits for reasonable additional travel and **Accommodation** (room only) expenses necessarily incurred in reaching the next available embarkation point of the **Insured's** cruise itinerary if the **Insured** fails:

- a) lost or broken in an **Accident**; or
 - b) lost or misplaced by an airline or other carrier on the outward journey from **Ireland** and delayed for at least 12 hours after the arrival of the **Insured** at his or her destination;
- ii. up to the amount shown in the Schedule of Benefits for each full day to cover the value of an unused ski pass belonging to the **Insured**, and hire or tuition fees which the **Insured** cannot recover following:
- a) an **Accident** or illness;
 - b) loss or theft of his or her ski pass;
- iii. the amount shown in the Policy schedule for each full 24 hour period the **Insured** is unable to ski because there is a lack of snow in the pre-booked resort and no alternative skiing available;
- iv. up to the amount shown in the Schedule of Benefits for the cost of transport organised by the tour operator to an alternative site if an avalanche results in the closure of skiing facilities (excluding cross country skiing) in the **Insured's** resort and it is not possible to ski. The cover applies only:
- a) to the resort which the **Insured** has pre-booked for a period of 12 hours and for as long as the conditions prevail at the resort, but not exceeding the prebooked period of the **Insured's Trip**; and
 - b) to **Trips** taken outside **Ireland** during the published ski season for the **Insured's** resort.

The **Insured** must obtain written confirmation from their resort management of the piste conditions, confirming the closure of the facilities and the dates applicable.

B. Exclusions (General Exclusions apply as well)

ACE will not pay

- i. for delay, detention, seizure or confiscation by customs or other officials;
- ii. unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **ACE** is provided with a copy of the original written Police report and report to the hotel management as applicable;
- iii. more than the amounts shown in the Policy schedule;
- iv. up to the amount shown in the Schedule of Benefits for the cost of transport organised by the tour operator to an alternative site if an avalanche results in the closure of skiing facilities (excluding cross country skiing) in the **Insured's** resort and it is not possible to ski. The cover applies only:
 - a) to the resort which the **Insured** has pre-booked for a period of 12 hours and for as long as the conditions prevail at the resort, but not exceeding the pre-booked period of the **Insured's Trip**; and
 - b) to **Trips** taken outside **Ireland** during the published ski season for the **Insured's** resort.The **Insured** must obtain written confirmation from their resort management of the piste conditions, confirming the closure of the facilities and the dates applicable.
- v. if a **Claim** is **Due To** participation in competitive winter sports including, but not limited to, ski or ski bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons.
- vi. The **Excess** as shown in the Schedule of Benefits.

- a) to arrive at the original embarkation point in time to board the cruise ship on which they were booked to travel,
- b) to disembark at the original disembarkation place in time to reach their international flight departure point;

as a direct result of:

- a) the failure of any scheduled public transport
- b) the failure of the **Insured's** booked cruise ship
- c) strike, industrial action or adverse weather conditions.

B. Exclusions (General exclusions apply as well)

ACE will not pay:

- i. any additional travel or **Accommodation** expenses incurred where expenses the **Insured** did not allow sufficient time for the scheduled Public Transport, Cruise Ship or other transport to arrive on schedule and to deliver the **Insured** to their embarkation point or International Departure point.
- ii. **Claims** arising directly or indirectly from:
 - i) strike or industrial action or air traffic control delay existing or publicly announced by the date the **Insured** purchased this insurance or at the time of booking any Trip whichever is the later.
 - ii) withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Irish Aviation Authority or a Port Authority or any similar body in any country.
- iii. additional expenses where the scheduled Public Transport operator has offered reasonable alternative travel arrangements.
- iv. any delay caused by quarantine on the Cruise Ship due to contagious disease.
- v. The **Excess** as shown in the Schedule of Benefits.

SECTION 19. FLIGHT CANCELLATION

THIS SECTION IS **OPTIONAL**. IT APPLIES ONLY IF IT IS SHOWN AS INSURED ON THE POLICY SCHEDULE AND THE ADDITIONAL PREMIUM HAS BEEN PAID.

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

A. Cover

ACE will pay

up to the amount shown in the Schedule of Benefits for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching the **Insured's** overseas destination and/or in returning to **Ireland** as a result of the flight on which the **Insured** was booked to travel being cancelled or delayed for more than 24 hours and they choose to make other travel arrangements for their **Trip** because the alternative transport offered by the airline was not within 24 hours of their original scheduled departure time. The amount payable will be calculated after deduction of the amount of the refund on the **Insured's** ticket(s) together with any compensation from the airline.

The **Insured** may claim for the same event under one only of either Section 17 – Flight Cancellation or Section 2 Travel Delay – Abandonment - but not both.

CONDITIONS APPLYING TO THIS SECTION

- i. the **Insured** must check in according to the itinerary supplied to them.
- ii. the **Insured** must get written confirmation from the airline (or their handling agents) of the cancellation or number of hours delay and the reason for these together with details of any alternative transport offered.
- iii. the **Insured** must comply with the terms of contract of the airline and seek financial compensation, assistance or a refund of their ticket(s) from them in accordance with such terms and/or (where applicable) their Rights under EU Air Passenger Rights legislation in the event of cancellation or long delay of flights.

Details of the **Insured's** rights can be downloaded from: http://europa.eu.int/comm/transport/air/rights/index_en.htm

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

- i. The **Excess** as shown in the Policy Schedule.
- ii. The cost of recoverable airport charges and levies.
- iii. **Claims** arising directly or indirectly from:
 - a) Strike, industrial action or air traffic control existing or being publicly announced by the date the **Insured** purchased this insurance or at the time of booking any **Trip** whichever is the later.
 - b) An aircraft being withdrawn from service (temporary or otherwise) on the recommendation of the Irish Aviation Authority or any similar body in any country.
- iv. Any costs incurred by the **Insured** which are recoverable from the airline or for which the **Insured** received or is expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
- v. Any accommodation costs, charges and expenses where the airline has offered alternative travel arrangements within 24 hours of **Your** original scheduled departure time.
- vi. Any costs which the **Insured** would have expected to pay during their **Trip**.

SECTION 20. BUSINESS EQUIPMENT

THIS SECTION IS **OPTIONAL**. IT APPLIES ONLY IF IT IS SHOWN AS INSURED ON THE POLICY SCHEDULE AND THE ADDITIONAL PREMIUM HAS BEEN PAID.

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

A. Cover

ACE will pay:

- i. the **Insured**, in addition to the cover provided under **Section 7 – Personal Property**, up to the amount shown in the Policy Schedule for the accidental loss of, theft of or damage to **Business Equipment** occurring during the **Period of Insurance**. The amount payable will be the current market value, which takes into account a deduction for wear tear and depreciation, (or **ACE** may at **ACE's** option replace, reinstate or repair the lost or damaged **Business Equipment**).
- ii. reasonable additional accommodation and travelling expenses incurred in arranging for a colleague or business associate to take the **Insured's** place on a pre-arranged **Business Trip** in the event that:
 - a) the **Insured** dies.
 - b) the **Insured** is unable to make the **Business Trip** due to their being hospitalised or totally disabled as confirmed in writing by a **Qualified**

Medical Practitioner.

c) the **Insured's Close Relative** or **Close Business Associate** in **Ireland** dies, is seriously injured or falls seriously ill.

CONDITIONS APPLYING TO THIS SECTION

i. the **Insured** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all **Business Equipment**.

ii. Receipts for items lost, stolen or damaged or proof of ownership should be retained as these will help to substantiate a **Claim**.

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

i. In respect of Cover i above:

- a) The **Excess** as shown in the Policy Schedule.
- b) Loss, theft or damage to **Business Equipment** left **Unattended** at any time or contained in or stolen from an **Unattended** vehicle:
 - i) overnight between 9pm and 8am (local time) or
 - ii) at any time between 8am and 9pm (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle is confirmed by a police report.
- c) Loss or damage due to delay, confiscation or detention by customs or other authority
- d) Wear and tear, depreciation, deterioration or loss or damage by atmospheric or climatic conditions by moth vermin by any process of cleaning, repairing or restoring mechanical or electrical breakdown.
- e) Loss of, theft of or damage to films, tapes, cassettes, cartridges or discs other than for their value as unused materials unless purchased pre-recorded when ACE will pay up to the makers latest list price.

ii. In respect of Cover ii above:

- a) Additional costs under ii above if the **Insured** was totally disabled, hospitalised or they were on a waiting list to go into hospital at the time of arranging the **Business Trip**.
- b) Additional costs under ii. b) and c) above if the **Insured** was aware of circumstances at the time of arranging the **Business Trip** which could reasonable have been expected to give rise to cancellation of the **Business Trip**.

iii. In respect of Cover i and ii above:

- a) Any loss or damage arising out of the **Insured** engaging in manual work.
- b) Any financial loss, costs or expenses incurred arising from the interruption of the **Insured's** business.

A. Cover

ACE will pay:

The **Insured** up to the amount shown in the Schedule of Benefits for additional travel and **Accommodation** expenses incurred by the **Insured** as a result of returning to **Ireland** to retake public or university exams and then return to the **Insured's** destination, provided cover was issued before the **Insured** sat the **Insured's** initial exam.

CONDITIONS APPLYING TO THIS SECTION

i. the **Insured** must get an official exam report to substantiate the **Insured's Claim**.

B. Exclusions (General Exclusions apply as well)

ACE will not pay

- i. The **Excess** as shown in the Schedule of Benefits.
- ii. Expenses incurred if the results of the **Insured's** examination are known or are available to the **Insured** prior to the **Insured's** original departure date or the **Insured's** results are known prior to booking the **Insured's Trip**.
- iii. Expenses incurred if they are more than the cost of the flight arranged by ACE or the actual costs incurred by the **Insured** (whichever is the lesser) if the **Insured** chooses not to accept the flight arranged by ACE.
- iv. The cost of the **Insured's** flight **Home** should the **Insured's** original flight ticket allow the **Insured** to return to **Ireland** at the required time.
- v. Expenses incurred if the **Insured's** return to **Ireland** is in respect of project work which forms part of the **Insured's** exam result.
- vi. Anything mentioned in the general exclusions.

SECTION 21. EXAM FAILURE

THIS SECTION IS **OPTIONAL**; IT APPLIES ONLY IF IT IS SHOWN AS **INSURED** ON THE SCHEDULE AND THE ADDITIONAL PREMIUM HAS BEEN PAID.

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

PART IV

4.1 GENERAL EXCLUSIONS (Exclusions that apply to the whole Policy)

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

A. Air Travel

air travel, unless the **Insured**;

- i. is travelling as a fare-paying passenger in a fixed wing aircraft which is provided by a licensed airline or air charter company; or
- ii. has paid the appropriate additional premium for other forms of air travel (e.g. hot air ballooning) as shown in the Policy Schedule. (See Part 1.V Sports and Activities)

B. Currency

currency exchange.

C. Illegal Acts

any illegal act of the **Insured**.

D. Work

work of any nature.

E. Misuse of Alcohol/Drugs

- i. misuse of alcohol or solvents by the **Insured**;
- ii. drugs ingested by the **Insured** except for drugs which are properly prescribed; and
- iii. the **Insured** driving a vehicle of any kind whilst the alcohol level in his or her blood exceeds the legal limit of the country where he or she is driving.

F. Psychological Conditions

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

G. Radiation

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

H. Sonic Waves

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

I. Sports and Activities

Sports and Activities except where permitted by Part 1.5.

J. Specified diseases

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

K. Suicide/self-injury

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

L. War

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

M. Winter Sports

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

4.2 GENERAL CONDITIONS (Conditions that apply to the whole Policy)

A. Contract

This Policy, the Schedule and the Schedule of Benefits and any information provided to the issuing agent will be read together as one contract.

B. Legal Interpretation and Language

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

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

C. Observing Policy Terms & Conditions

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

D. The Insured's duty to avoid or minimise a Claim

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

E. Interest

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

F. Other Taxes

ACE is required to notify the **Insured** that other taxes or costs may exist which are not imposed by **ACE**.

G. Stamp Duty

The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

H. Moneys payable in Ireland

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

I. ACE'S right to change Policy

ACE reserves the right to make changes, add to the Policy terms and/or to

change the total amount payable for this insurance:

- i for legal, regulatory or taxation reasons;
- ii to reflect new industry guidelines and codes of practice.

4.3 CANCELLATION

A. Cancellation within 14 days

The **Insured** may cancel this policy within 14 days of receipt of the policy documents (new business) by writing to the issuing agent at the address shown on the Policy Schedule/ Validation Certificate. Any premium already paid will be refunded to the **Insured** providing they have not travelled and no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred. The policy will be cancelled with effect from its date of issue.

B. Cancellation after 14 days

The **Insured** may cancel this policy at any time after 14 days of receipt of the policy by writing to the issuing agent at the address shown on the Policy Schedule/ Validation Certificate. If the **Insured** cancels after 14 days no premium refund will be made.

C. Cancellation by ACE

If **ACE** no longer wishes to offer this Policy and needs to cancel this policy **ACE** will write to the **Insured** at the latest address **ACE** has for the **Insured**. **ACE** will then cancel the policy 30 days after the date of its letter. If **ACE** cancels the policy **ACE** will refund any premium the **Insured** paid for the cancelled period provided they have not made a claim under the Policy during the current period of insurance.

D. Cancellation for Non Payment of Premiums

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

4.4 DUAL INSURANCE

If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability **ACE** will not pay more than its proportional share (not applicable to the Personal Accident Section). Under the Medical Expenses Section the **Insured's** private health insurer (if any) must pay the first amount as stated in their policy and **ACE** will commence cover once that limit has been reached

4.5 CLAIM PROVISIONS

A. The **Insured** must:

- i. **Notify OSG immediately for Claims other than Claims under Section 13. Insolvency of Provider or Section 14. Scheduled Airline Failure**

e-mail OSG Travel **Claims** immediately or download a **Claim** form from this Web Site and send it to OSG Travel Claims as soon as possible and within 30 days of becoming aware of anything likely to result in a **Claim**. A personal representative can do this if the **Insured** cannot;

- ii. **Notify International Passenger Protection Limited for Claims under Section 13. Insolvency of Provider or Section 14. Scheduled Airline Failure.**

Notify the **Insurer** of any claim as soon as possible but in any event within 6 months to:

International Passenger Protection Ltd (Claims Office), IPP House,
22-26 Station Road, West Wickham, Kent BR4 0PR
Tel: +44 (0) 20 8776 3752
E mail: info@ipplondon.co.uk

- iii. **Authorise ACE to take over**
authorise **ACE** and/or **ACE's** agents and affiliates to take over the handling of any medical **Claim**, including permitting and requiring **ACE** and/or **ACE's** agents and affiliates to have access to all relevant medical records, if a **Claim** is to be made under this Policy;

- iv. **Supply details & documents**
supply at his or her own expense any information, evidence and receipts **ACE** requires including medical certificates signed by a **Qualified Medical Practitioner**, Police reports and other reports;

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

- vi. **Send ACE summons, writs etc**
send **ACE** any original writ, summons, legal process or other correspondence received in connection with a **Claim** immediately it is received and without answering it.

B. The **Insured** must not do the following without **ACE's** written agreement:

- i. **Admit liability**
admit liability, or offer or promise to make any payment; or

- ii. **Dispose of items**
sell or otherwise dispose of any item or property for which a **Claim** is being made, or abandon any item or property to **ACE**.

C. Each **Insured** must recognise **ACE's** right to:

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

- ii **Inspect & dispose of items**
inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner;

- iii **Handle a Claim in the Insured's name**
take over and deal with the defence or settlement of any **Claim** in the **Insured's** name and keep any amount recovered;

- iv **Pay in euro**
settle all **Claims** in euro;

- v **Be reimbursed promptly**
be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which **ACE** pays to the **Insured**, or on his or her behalf;

- vi **Receive medical certificates**
be supplied at the expense of the **Insured** with appropriate original medical certificates before paying a **Claim** under Part III Sections 1, 4, 5 or 6;

- vii **Carry out medical examinations**
request and carry out a medical examination and insist on a post-mortem examination, if the law allows **ACE** to ask for one, at **ACE's** expense.

viii **Repatriate when appropriate**
at ACE's sole discretion to repatriate the **Insured** provided there is no medical advice to the contrary.

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

i **Dishonesty**

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

ii **Fraud**

if the **Insured** or anyone acting on his or her behalf, uses fraudulent means to benefit under this Policy.

PAYING CLAIMS

Death

- If the **Insured** is 18 years or over, **ACE** will pay the **Claim** to the estate of the deceased **Insured** and the receipt given to **ACE** by the Personal Representatives shall be a full discharge of all liability by **ACE** in respect of the **Claim**.
- If the **Insured** is a minor, **ACE** will pay the **Claim** to the **Insured** if they are a **Partner**. If the minor is not a **Partner** **ACE** shall make the payment to their **Parent or Legal Guardian**. The **Partner, Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **ACE** in respect of the **Claim**.

All other Claims

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

COMPLAINTS PROCEDURES

ACE/the Insurer and Blue Insurances are dedicated to providing a high quality service and want to maintain this at all times. If the **Insured** is not satisfied with this service, please contact Blue Insurances immediately, quoting Policy details, so that the complaint can be dealt with as soon as possible.

- a) Blue Insurances, Plaza 212, Blanchardstown Corporate Park,
Blanchardstown, Dublin 15.
Tel: 0818 444 449
Fax: 0818 484 485
E-mail: info@blueinsurance.ie

or

If the **Insured** is not satisfied with Blue Insurance's response, for complaints other than than under Sections 13 and 14, please contact:

- b) The Customer Service Manager, ACE Travel Insurance,
ACE European Group Limited, 5 George's Dock,
International Financial Services Centre, Dublin 1

Tel: 1800 707170
Fax: 01 – 440 1701
e-mail: ACE.TravelIR@acegroup.com

for complaints under Section 13 Insolvency of Provider and Section 14 Scheduled Airline Failure, please contact:

International Passenger Protection Ltd, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR
Tel: +44 (0) 20 8776 3752
E mail: info@ipplondon.co.uk

Financial Services Ombudsman's Bureau

If the **Insured** is not satisfied with **ACE/the Insurer's** final response, they can ask the Financial Services Ombudsman's Bureau (FSOB) to review their case.

The FSOB's contact details are given below:

Lo Call: 1890 882090
Tel: 01 662 0899
Fax: 01 662 0890
Email: enquiries@financialombudsman.ie
Web Site: www.financialombudsman.ie

Financial Services Ombudsman's Bureau
3rd Floor
Lincoln House,
Lincoln Place
Dublin 2

The existence of these complaints procedures does not reduce the **Insured's** statutory rights relating to this Plan. For further information on statutory rights contact the National Consumer Agency.

The Irish Insurance Federation

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

Main Underwriter (excluding Sections 13 and 14)

1. ACE European Group Limited
5 Georges Dock, International Financial Services Centre, Dublin 1.
Main business: General Insurance.
Registered in Ireland No. 904967.
ACE European Group Limited's conduct of business in Ireland is regulated by the Central Bank of Ireland.

Head Office: ACE Building, 100 Leadenhall Street, London, EC3A 3BP.
Registered in England No. 1112892.
Authorised and regulated by the Financial Services Authority (FSA).
Registration number FRN202803.
Full details can be found on the FSA's Register by visiting <http://www.fsa.gov.uk/register> or by contacting the FSA on 0044 (0)845 6061234

2. The Insurer of Sections 13 and 14: International Passenger Protection Ltd
IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR
Tel: +44 (0) 20 8776 3752
E-mail: info@ipplondon.co.uk

Claims and Customer Service

1. **ACE Travel Claims**, OSG, Merrion Hall, Strand Road, Sandymount, Dublin 4 Ireland.

Telephone: +353 1 2611540

e-mail: travel@osg.ie

2. For Section 13. Insolvency of Provider and 14. Scheduled Airline Failure only

International Passenger Protection Ltd (Claims Office)

IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR

Tel: +44 (0) 20 8776 3752

E mail: info@ipplondon.co.uk

DATA PROTECTION

ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it.

ACE is part of the **ACE** Group of companies. It and the group companies will use information given together with other information for the administration of this Policy, the handling of claims and the provision of customer services. The information may also be disclosed to **ACE's** service providers and agents for these purposes. It may be disclosed to the **Insured's** agents, where appointed. It may also be used for the purposes of fraud prevention including passing details to other insurers and regulatory bodies.

Where the **Lead Insured** has provided information about another person in connection with the purchase and performance of this insurance Policy, **ACE** will assume they have appointed the **Insured** to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information abroad.

ACE (or reputable organisations selected by them) may monitor and/or record communication to **ACE**, to ensure consistent servicing levels and account operation.

ACE will keep information about the **Insured** only for so long as it is appropriate. The **Insured** each has a right to request a copy of the information (for which **ACE** may charge a small fee) and to correct any inaccuracies. To make sure instructions are followed correctly and to improve **ACE's** service through staff training, telephone calls may be recorded.

ACE's contact details are:

The Customer Service Manager, **ACE** European Group Limited, 5, George's Dock, International Financial Services Centre, Dublin 1

Telephone: (01) 2611543

Fax: (01) 4401701

E-mail: cust.servIR@acegroup.com

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