

AIB **Backpacker**Travel Insurance

Policy Document

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Welcome to your AIB **Backpacker** Travel Insurance

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

AIB Backpacker Travel Insurance

This is **Your** AlB Backpacker Travel Insurance Policy which, together with **Your** Policy Schedule and the information supplied in **Your** application, is a contract between **You** and **Us**. Please check both carefully to be sure that cover meets **Your** needs. If **You** have any questions please contact **Us** on 1800 242467.

In return for payment of the premium, **We** agree to insure the **Person Insured** during the **Period of Insurance** in the manner and to the extent provided, and subject to the Policy Terms, Conditions and Exclusions.

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

Michael Delaney

Head of General Insurance AIB Insurance Services Limited

Key benefits

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

Section	Benefit Amounts / Limit of Liability applicable per person		Excess applicable per person
Cancellation & Curtailment	Up to :	€2,000	€100
2. Travel Delay	Up to :	€100	Nil Unless the holiday is abandoned
3. Mugging	Up to :	€750	Nil
4. Search and Rescue	Up to :	€5,000	Nil
5. Catastrophe	Up to:	€500	€100
6. Personal Accident	1. Death; or 2. Loss of sight; or 3. Loss of limb; or 4. Permanent total disability *at the time of the physical injury	€40,000 €40,000 €40,000	Nil
7. Medical Expenses	Up to : Unless medical expenses result from Extreme or hazardous activities where the maximum payable is :	Unlimited €1,000,000	€100 or €250 for hazardous activities or €500 extreme activities
8. Hospital Benefit	€25 for each full 24 hours you remain a hospital in patient, up to :	€200	Nil
9. Personal Property	Max limit for any one item and valuables in total: Up to :	€250 €1,000	€100
10. Money	Up to:	€300	Nil
11. Loss of Passport/Driving Licence Expenses	Up to:	€500	Nil

Section	Benefit Amounts / Limit of Liability applicable per person		Excess applicable per person
12. Hijack	Up to:	€500	Nil
13. Personal Liability	Up to:	€2,500,000	Nil
14. Overseas Legal Advice & Expenses	Up to:	€15,000	Nil

The information You provide We use personal information which You supply to Us in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as **Your** name, address, and policy number, but may also include more detailed information about **You** (for example, **Your** age, health, details of assets, claims history) where this is relevant to the risk **We** are insuring, services **We** are providing or to a claim **You** are reporting.

We are part of a global group, and Your personal information may be shared with Our group companies in other countries as required to provide coverage under Your policy or to store Your information. We also use a number of trusted service providers, who will also have access to Your personal information subject to Our instructions and control.

You have a number of rights in relation to Your personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how **We** use **Your** personal information. For more information, **We** strongly recommend **You** read **Our** userfriendly Master Privacy Policy, available here: https://www.chubb.com/ie-en/footer/privacy-policy.aspx. **You** can ask **Us** for a paper copy of the Privacy Policy at any time, by contacting **Us** at mailto:dataprotectionoffice.europe@chubb.com.

PARTI

1.1 General 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.

€

euro

Abroad

outside Ireland

Accident

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

Chubb Assistance

The third party provider with whom **We** have contracted to provide;

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

Claim(s)

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

Communicable Disease

Means an illness or disease that may be transmitted directly or indirectly by one person to another due to a virus, bacteria or other microorganism.

Curtail, Curtailed, Curtailment

Cut short/cutting short Your Journey

Doctor

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

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

Due To

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

Excess

the first part of any **Claim** which **You** must pay, as detailed below:

- a) Cancellation and Curtailment, Personal Property, Money, Catastrophe €100
- b) Medical and Additional Expenses €100
- c) Medical and Additional Expenses resulting from Hazardous Activities €250
- d) Medical and Additional Expenses resulting from Extreme Activities €500

Extreme Activities

N.B. There is no cover under the Policy for Coaches of Extreme Activities other than Rugby Union/League. 3-Day-Eventing*, All-Terrain Boarding, Arctic Winter Games, ATV Racing, Barrel Racing, Biathlon, Bobsledding, Bobsleigh, Boxing**, Campdrafting*, Canopying (organised groups only), Climbing to 4,500M, Cross Country Skiing, Dog Sledding, Endurance Horse Riding, Figure Skating, Football (American)**, Football (Australian)**, Football (Gaelic), Freestyle Skiing, Glacier Skiing, Gymkhana, Heli Skiing, Hurling, Ice Hockey, Ice Skating,

Kitesailing, Kitesurfing, Land Luge*, Luge*, Monoskiing, Mountainboarding, Mounted Orienteering, Nordic Skiing, Parachuting (solo or tandem but not base jumping)*, Paragliding (over land)*, Parapenting (over land)*, Power Kiting, Rock Climbing (organised tours only), Rugby Union/League, Sandboarding, Scuba Diving to 40 metres (PADI or equivalent Qualified or under supervision), Shinty, Show Jumping, Skeleton*, Ski Acrobatics*, Ski Stunting*, Ski Training/Racing*, Ski Bob**, Ski Doos (supervised), Skiing, Skydiving*, Sledding, Snow Biking***, Snowboarding, Snowmobiles (supervised), Snowshoeing, Snowsurfing, Soaring, Speed Skating*, Tobogganing, Vaulting, Wakeboarding, Watercross, Winter Triathlon, Zorbing *.

Asterisks are used to indicate for all categories above where, for a specific activity, a particular cover is not offered under this Policy. These are as follows:

* = Excludes Personal Accident Cover

** = Excludes Personal Liability Cover

*** = Excludes both Personal Accident Cover and Personal Liability Cover.

General Sports and Recreational Activities

Abseiling*, Aquathlon, Archery**,
Arm Wrestling, Badminton, Bankshot
Basketball, Basketball, Beach Basketball,
Biathle, Body Boarding, Bocce,
Boomerang**, Bowls, Canoeing (inland
excluding white water), Carriage or Hay
or Sleigh Rides, Clay Pigeon Shooting***,
Cricket**, Croquet, Curling, Cycling (not
competitive or mountain), Deep Sea
Fishing (not commercial or competition),
Dinghy Sailing, Dragon Boating,
Dressage, Dry Skiing, Duathlon, Elephant

Riding (less than 2 days), Farm Holiday, Farm Work (not involving machinery), Hot Air Ballooning, Fell Running, Fell Walking, Fishing, Flying Discs, Football (Association)**, Footbag (hacky sack), Go Karting**, Golf**, Gliding with an Instructor, or qualified***, Hammer**, Handball, Heptathlon, Hiking (under 1,000 metres no guides or ropes), Horse Riding* (helmet must be worn), In Line Skating, Javelin**, Jetskiing**, Kayak Polo, Kayaking (inland excluding white water), Korfball, Lacrosse, Land Sailing, Lapland Trip, Laser Games, Long Jump, Marathon Running, Maxi-Basketball, Mini-Basketball, Motor Rallies (excluding racing)***, Mountain Biking (on road), Netball, Orienteering, Paddleball, Paintballing**, Parascending (over water), Pony Trekking, Race Walking, Racquetball, Rafting (Not White Water), Rambling, Roller Skating, Rollerblading, Rounders, Rowing, Running, Safaris/ Gorilla Tours (organised only), Sail Boarding, Sailing or yachting (only on inland waters or coastal waters within a 12 mile limit from land). Shot Put, Snorkelling, Soccer, Softball, Squash, Streetball, Swimming, Table Tennis, Team Handball, Tennis, Trekking on foot not in remote or mountainous areas), Triathlon, Triple Jump, Tug of War, Twirling, Underwater Hockey, Volleyball, Water Polo, Water Skiing**, Wheelchair Racing, Windsurfing, Yachting (inside territorial waters).

Hazardous Activities

Aikido, Bandy, Baseball, BMX Riding, Broomball, Bungee Jumps (maximum 2 jumps), Canoeing (White Water), Capoeira, Chung Moo Dee, Elephant Trekking (more than 2 days), Fencing, Field Hockey**, Flying as a passenger in an unlicensed Aircraft*, Grappling, Gymnastics, Hanggliding***, Hapikido, High Diving Less than 10 metres, High Jump, Highland Games, Hockey (Field), Horsepulls, Hwa Rang Do, Iaido, Jai Alai. Jeet Kune Do. Jiu Jitsu. Judo. Kabadi, Karate, Kempo, Kendo, Kenpo, Kickboxing Kuk Sool Won, Kung Fu, Kyudo, Microlighting***, Mountain Biking (off road), Muay Thai, Ninpo, Parascending (over land), Pole Vault, Pentathlon**, Polo, Street, Polo Crosse, Quad Biking**, Rifle Range**, Roller Derby, Sailing (outside territorial waters), Scuba Diving to 30 metres (PADI Qualified or under supervision) except in a coaching capacity, Sea Kayaking, Silat, Skateboarding, Sumo, Surfing, Tae Kwon Do, Tae Soo Do, Tai Chi, Taido, Tang Soo Do and Soo Bahk Do. Tchoukball. Trail Riding (helmet must be worn). Trail Running, Trekking on foot (in remoteor mountainous areas). Tukong Moosul. Unicycling, War Games, Weightlifting, White Water Rafting* or Kayaking*, Wing Chun, Wrestling, Yachting (outside territorial waters).

IMPORTANT: You must wear the recommended/recognised safety equipment, and follow any safety procedures, rules and regulations that the company providing Your activity operates. If You do not do this, We may reject Your Claim (See Part 4.2 General Condition D). Participation in any activity listed above must be incidental to the main purpose of the trip, and that activity must not be the main focus, or a significant proportion of, that trip.

Hijack

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

Hijackers

the perpetrators of a Hijack.

Immediate Family

Your Partner or fiancé(e) or Your or Your Partner's child (including fostered and adopted children), brother, sister, parent, grandparent, grandchild, step-brother, step-sister, step-parent, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece or anyone noted as next of kin on any legal document.

Ireland; Irish

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

Journey

trip **Abroad**, devoted to leisure, rest, relaxation or **Work** where travel begins and ends in **Ireland**.

Parent or Legal Guardian

person with parental responsibility, or legal guardian.

Partner

- a. Your spouse; or
- Someone of either sex with whom You have been living with for 3 months as though they were Your spouse or civil partner.

Period of Insurance

period of cover as shown on the Policy

Schedule commencing at 00.01 or any later time the Policy Schedule is issued on the earlier date shown and finishing at 24.00 on the final day of the period shown as for up to: or on the date of return to **Ireland** (other than under 1.4C below), whichever is earlier. Dates refer to Local Standard Time at **Your** address as shown in the Policy Schedule.

Person(s) Insured

Public Transport

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

Sedgwick

Sedgwick Travel Claims Merrion Hall Strand Road Sandymount Dublin 4

Specially Designated List

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

Travelling Companions

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

War

armed conflict between nations, invasion, act of foreign enemy, civil war, hostilities (whether war be declared or not).

rebellion, revolution, insurrection, military or usurped power.

We, Us, Our

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

Work

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 Cleaner

Entertainment (not covered if **Your** livelihood currently or after **Your Journey** is dependent on **You** 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

- Sports coach (all General Sports and Recreational Activities, Hazardous Activities other than scuba diving, and rugby) - (not covered if Your livelihood currently or after Your Journey is dependent on You being able to participate in sport)
- Trekking guide (excluding the use of ropes and other climbing equipment)

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)

World Regions:

Australia

We recognise that Your flight there will necessitate stopovers outside Australia. These stopovers must be an incidental part of an air journey and Your time on the ground not exceed 48 hours maximum.

Europe

Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza, Corsica, Sardinia, Sicily, Malta, Gozo, Crete. Rhodes and other Greek Islands. The Republic of Cyprus), Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals). Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom and Vatican City. Albania, although in Europe, is excluded

Worldwide Excluding USA, Canada & the Caribbean

anywhere in the World except for visits to the United States of America, Canada or the Caribbean. **We** recognise that **Your** flight may necessitate stopovers inside the United States of America, Canada or the Caribbean. These stopovers must be an incidental part of an air journey and **Your** time on the ground not exceed 48 hours maximum.

Worldwide

anywhere in the World.

You: Your

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

1.2 Journeys covered

This AIB Backpacker Travel Insurance Policy covers a single **Journey** only, during the **Period of Insurance**.

1.3 Journeys not covered We will not cover any Journey

- a. which involves **You** travelling specifically to obtain medical, dental or cosmetic treatment:
- b. when You have been advised not to travel by Your Doctor or You have received a terminal prognosis;
- c. where, on the date it is booked (or commencement of the Period of Insurance if later), You or Your Travelling Companion are aware of any reason why it might be cancelled or Curtailed, or any other

- circumstance that could reasonably be expected to result in a **Claim** under this Policy;
- d. involving travel to areas where
 the Department of Foreign Affairs
 allocates a security status of 'Avoid
 non-essential travel' or 'Do not travel'.
 If You are not sure whether there is a
 travel warning for Your destination,
 please check their website www.dfa.
 ie.

1.4 Persons Insured

There is no insurance under the Policy unless all of the following conditions are met: **You** must be:

- a. a resident of Ireland; and
- b. aged at least 18, but under 45 years on the date **You** purchase cover.

1.5 When cover operates

- A. Insurance cover for Cancellation under Part III Section 1 Cancellation begins when a **Journey** is booked, or from the commencement date and time stated in the Policy Schedule, whichever is later. It ends when **You** leave **Your** home in Ireland to commence **Your Journey**.
- B. Insurance cover under all other Sections operates for a Journey that takes place during the Period of Insurance and includes travel directly to and from Your home provided the return home is completed within 24 hours of return to Ireland.

If Your return from a Journey is unavoidably delayed Due To a Claim,

You will continue to be covered without any additional premium for the period of the delay.

C. If You want to return to Ireland during Your Journey for any reason that is not Due To a Claim, cover under this Policy, other than under Part III Section 1. Cancellation and Curtailment will be suspended from the time that You arrive at Your destination in Ireland, or 24 hours after You arrive in Ireland, whichever is earlier. Cover under all Sections will resume when You leave Your final destination in Ireland to return to Your temporary place of residence Abroad.

Please note: **You** will not be covered for any costs incurred in returning to **Ireland** or to **Your** temporary place of residence **Abroad**.

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

1.6 Claims conditionsWe have the right to refuse to pay any

 A. You make a fraudulent misrepresentation when answering
 Our questions. You have a duty to answer honestly and with reasonable care all questions posed by Us; or

B. the Claim is Due To any reason specified as not being covered in Your Policy Schedule under the Section entitled "Your declaration to us".

1.7 Making a claim

A. Medical emergency only

Please use the Medical Emergency Service. Phone **Chubb Assistance** on +353 (0)1 440 1762. (see also Part II 1 and Part III Section 7 MEDICAL AND ADDITIONAL EXPENSES). Contacting **Us** first may delay treatment.

B. Other Claims

Sedgwick Travel Claims Merrion Hall Strand Road Sandymount Dublin 4 (09.00-17.00 Mon - Friday)

T 1800 719 420 or +353 (0)1 440 1757

F +353 (0)1 661 5249

E travel@ie.sedgwick.com

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

Reporting lost or stolen property

A. money, valuables or Personal
Property
You must notify the local Police within

Claim if:

- 24 hours of discovery and provide **Us** with a copy of their written report.
- B. travellers' cheques
 You must notify the local branch or agent of the issuing company.
- C. any property lost or stolen from a hotel

You must notify the hotel management (in addition to the local Police).

1.8 Health Declaration

Please read the following carefully as it may affect the cover **We** provide and **Your** ability to **Claim** under **Your** Policy. No person to be insured:

- i. is under treatment, taking medication, or receiving follow up consultation for any of the following conditions:
- ii. cancer:
- iii. any heart/circulatory-related condition (including hypertension, angina, stroke etc); or
- iv. any chronic lung/breathing-related condition (excluding asthma suffered in isolation and controlled by the use of one or two inhalers); or
- v. a clinically diagnosed psychiatric disorder, anxiety or depression;
- vi. is receiving or on a waiting list for treatment in a hospital or nursing home;
- vii. is waiting for investigation or referral, or the results of any investigation, medical treatment or surgical procedure, for any condition, whether diagnosed or undiagnosed;
- viii. is choosing not to take prescribed medication, or the correct dose of prescribed medicine;

- ix is travelling against the advice of a medically qualified **Doctor**;
- x. is travelling to obtain medical, dental or cosmetic treatment:
- xi. is travelling with a terminal condition;
- xii. is due to give birth within 12 weeks of the date the trip ends.

At the time **You** applied for this Policy, **You** confirmed the above statements **We** asked **You** to confirm, and which appear in **Your** Policy Schedule under the section entitled "Your Declaration to Us".

PART II

1. Medical emergency and referral services

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

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

Chubb Assistance

Medical Emergency and Referral / Non-Insured Facilitation Services :

T +353 (0) 1 440 1762

Chubb Assistance will provide You with the following services, in an emergency, when You are on a Journey.

Please make sure **You** have details of this Policy, including the Policy number and **Period of Insurance** when **You** call.

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

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

A. Medical Referral

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

B. Repatriation

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

C. Payment of Bills

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

D. Drug Replacement

assistance with the following:

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

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

E. Transmission of urgent messages to relatives or business associates

F. Unsupervised Children

- organisation of an accompanying Child's return home, with a suitable escort when necessary, if the Child is left unsupervised because You or Your Partner (if shown as insured on the Policy Schedule) are hospitalised or incapacitated.
- ii. medical advice and monitoring, until You or Your Partner returns home, if a Child who has been left in Ireland becomes ill or suffers injury.
- 2. Non-insured facilitation services Chubb Assistance will provide a Person Insured with the following services, in an emergency, when he or she is on a Journey Abroad.

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

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

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

If the emergency transfer is necessitated by theft or loss of personal money, a

Claim may be made under the Policy.

B. Message Relay

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

C. Tracing Lost 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: You or the Person Insured must have the Personal Property tag number available.)

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

E. Lost Credit Cards

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

F. Emergency Translation Facility a translation service if the local provider of an assistance service does not speak English.

G. Legal Help

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

PART III

SECTION 1. Cancellation, and Curtailment

Maximum payable €2,000

A. Cover

1. Cancellation

- A. We will refund the Person Insured's portion of unused travel and/ or accommodation costs which the Person Insured has paid or is contracted to pay for and which cannot be recovered from other sources: or
- B. We will pay for the Person Insured's portion of change fees incurred to change the date of their entire Journey and which cannot be recovered from other sources; up to €2,000, if it becomes necessary to cancel or rearrange a Journey before leaving Ireland Due To:
- i. the death, serious injury, sudden illness or complications in pregnancy (as diagnosed by a **Doctor** who specialises in obstetrics) of **You**, or **Your Immediate Family**, **Travelling Companion** or any person on whom the trip depends;
- ii. the compulsory quarantine on the order of a treating Doctor or the Health Services Executive (HSE) of a Person Insured or a Travelling Companion provided that such Cancellation or Curtailment is confirmed as medically necessary by a Doctor;
- iii. The Person Insured or a Travelling Companion testing positive for Covid-19, which has been certified in writing as specifically relating to You or Your Travelling Companion(s) by a test

- that is recognised by the Republic of Ireland Government, including such a test that is carried out by a licensed pharmacy, a licensed laboratory or the treating **Doctor**;
- iv. Public Transport being cancelled or curtailed because of adverse weather, industrial action, strike, riot, civil commotion or mechanical breakdown or derangement;
- Your jury service or subpoena or hijacking of the conveyance in which You are travelling;
- Your unemployment which qualifies for payment under any applicable statute;
- vii. serious damage making **Your** home uninhabitable:
- viii. **Your** presence being required by the Police following a burglary or attempted burglary at **Your** home.

2. Curtailment

We will pay:

- A. The Person Insured's portion of unused accommodation costs which the Person Insured has paid or is contracted to pay for and which cannot be recovered from any other source; and
- B. reasonable additional travel and accommodation (room only) costs necessarily incurred in the Person Insured returning to their home in Ireland:

up to €2,000, if it becomes necessary to, **Curtail** a **Journey Due To**:

 i. the death, serious injury, sudden illness or complications in pregnancy (as diagnosed by a **Doctor** who specialises in obstetrics) of the **Person Insured**, his or her **Immediate Family**, **Travelling Companions** or any person

- on whom the Journey depends;
- ii. the compulsory quarantine on the order of a treating Doctor of the Person Insured or a Travelling Companion provided that such Curtailment is confirmed as medically necessary by the treating Doctor;
- iii. serious damage making a **Person Insured's** home uninhabitable;
- iv. the presence of a Person Insured being required by the Police following a burglary or attempted burglary at their home.

Quarantine Due To a Communicable Disease (COVID 19)

We will pay:

A. Reasonable additional accommodation (room only) costs and transport costs (if the Person Insured couldn't re-schedule their pre-booked transport) if the Person Insured has to stay longer at their destination or are unable to use their original booked accommodation because the Person Insured specifically has been ordered to quarantine by a treating **Doctor** whilst at their destination. We will deduct any amounts from the Person Insured's overall claim which they are entitled to recover from their existing accommodation or travel provider for unused accommodation or travel.

B. Exclusions(General Exclusions apply as well)We will not pay;

 i. Cancellation or Curtailment costs in relation to A. Cover 1 i-ii., 2 i-ii., and 3 where such cancellation or Curtailment has not been confirmed as medically necessary by the treating Doctor;

- ii. Cancellation or Curtailment results from a medical condition affecting Immediate Family Members or Travelling Companions, or any person upon whom Your trip depends if
 - a. The condition was diagnosed before Your Journey was booked (or commencement of the Period of Insurance, if later) and
 - At the time Your Journey was booked (or commencement of the Period of Insurance, if later) the diagnosed condition could reasonably have been expected to result in
 - I. death, serious injury or sudden illness
 - II. or a sudden deterioration in health.
- iii. if a strike or industrial action is public knowledge when this Policy is taken out or a **Journey** is booked (or commencement of the **Period of Insurance**, if later);
- iv. if an aircraft, sea vessel or train is withdrawn from service on the orders of the recognised regulatory authority in any country;
- if You are called as an expert witness or if Your occupation would normally require a Court attendance;
- vi. redundancy where **You** or **Your Travelling Companion**:
 - a. were unemployed or knew that You or they may become unemployed, at the time the Journey was booked;
 - are voluntarily made redundant or made redundant as a result of misconduct or following resignation;
 - c. are self-employed or a contract worker;

vii. if any other adverse financial situation necessitates cancellation or **Curtailment** of a **Journey**;

viii. the Excess:

- ix. travel and accommodation expenses where the means of transport and/or accommodation used is of a standard superior to that of the Journey;
- x. any loss, charge or expense **Due To**:
 - a) a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;
 - b) disinclination to go on a Journey;
 - c) prohibitive regulations by the government of any country.
 - d) civil commotion known to have been in existence at the time the Journey was booked or at the time You purchased the policy
- xi. a charge or expense paid for or to be discharged with any kind of promotional voucher;
- xii. if You were aware of any reason, either at the time You booked Your Journey or at the time You purchased the Policy, that might mean You had to cancel that Journey;
- xiii. Any costs for excursions, tours and activities.
- xiv. if You have claimed on this policy for change fees incurred for changing the date of Your Journey and You then also Claim for cancellation resulting from the same cause or event, the amount paid to You for rearranging Your Journey will be deducted from the final settlement.
- xv. for **Your** unused **Journey** costs such as accommodation and transport costs, for any period **You** had to quarantine at **Your** destination
- xvi. If **You** book **Your Journey** after the Department of Foreign Affairs

- allocates a security status of 'Avoid non-essential travel' or 'Do not travel' to your destination.
- xvii. Any expenses incurred as a result of the imposition of any law, regulation or order made by any public authority or government which impacts **Your Journey** (including, without limitation, any restrictions as a result of an outbreak of a **Communicable Disease** (including COVID 19), the closure of borders or airspace, lockdowns and other restrictions on the movement of people).
- xviii. Cancellation and Curtailment where You or Your Travelling Companions
 Covid-19 'positive' test is not carried out and certified in writing as specifically relating to You or Your Travelling Companions by a test that is recognised by the Republic of Ireland Government, including such a test that is carried out by a licensed pharmacy, a licensed laboratory or the treating Doctor.

SECTION 2. Travel delay Maximum payable for any one Journey €100 / €2,000

A. Cover

If You are delayed for at least 12 hours on the outbound or return Journey because the scheduled departure of a Public Transport is affected by a strike, industrial action, riot, civil commotion, adverse weather, mechanical breakdown/derangement, or grounding of an aircraft due to mechanical or structural defect, We will pay a €20 benefit for the first full 12 hours delay and a €10 benefit for each subsequent full 12 hours delay up to a maximum benefit of

€100 for any one Journey.

B. Exclusions (General Exclusions apply as well) We will not pay:

- i. if You do not:
 - (a) check-in before the scheduled departure time shown on **Your** travel itinerary; or
 - (b) provide Us with written details from the airline, shipping company, coach or train operators describing the length of, and reason for, the delay;
- 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 **Journey** is booked;
- iv: a charge or expense paid for or to be discharged with any kind of promotional voucher;
- v. Any costs for excursions, tours and activities.

SECTION 3. Mugging Maximum payable for any one Journey €750

A. Cover

If You are a hospital in-patient during a Journey as a result of being mugged or attacked and sustain actual bodily injury, We will pay a benefit of €50 for each 24 hours You spend in hospital, subject to a maximum of €750, provided the incident was reported to the Police within 24 hours.

B. Exclusions

(General Exclusions apply as well)

We will not pay:

- i. if the mugger or attacker is known to the You;
- for time spent in an institution not recognised as a hospital in the country of treatment.

SECTION 4. Search and Rescue Maximum payable €5,000

A. Cover

We will pay up to €5,000 in respect of the cost of rescue or recovery services You incur during the Period of Insurance, provided that the rescue or recovery is provided by a recognized recovery service.

B. Exclusions (See General Exclusions)

SECTION 5. Catastrophe Maximum payable €500

A. Cover

We will pay up to €500 for any one Journey if You are forced to move from pre-booked and pre-paid accommodation as a result of fire, explosion, earthquake, storm, hurricane, flood, for the irrecoverable travel or accommodation costs necessarily incurred to continue with the Journey or if the Journey cannot be continued for Your return to Ireland

B. Exclusions (General Exclusions apply as well) We will not pay:

i. the Excess:

- any expenses incurred following Your disinclination to travel or to continue with the Journey when the official directive from the local or national authority states it is acceptable to do so:
- any expenses or costs payable by or recoverable from tour operator, airline, hotel or other provider of services.

SECTION 6. Personal accident Maximum payable for any one Journey €40,000

DEFINITIONS

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

Bodily Injury

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

Loss of Limb

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

Loss of Sight

 in both eyes - when the Person Insured's name has been added to the NCBI register of Blind Persons on

- the authority of a qualified ophthalmic specialist; or
- in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the **Person Insured** is only able to see at 3 feet that which they should normally be able to see at 60 feet) and **We** are satisfied that the condition is permanent and without expectation of recovery.

Permanent Total Disability

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

A. Cover

If **You** receive a **Bodily Injury** during a **Journey We** will pay up to:

- i. €40,000 for death; or
- ii. €40,000 for **Loss of Sight** or **Loss of Limb**; or
- iii. €40,000 for *Permanent Total Disability*.

B. Exclusions (General Exclusions apply as well) We will not pay:

- . more than one benefit for the same **Bodily Injury**;
- ii. if death, loss or disability is Due to a disease or any physical defect, injury or illness which existed before the Journey.

SECTION 7. Medical and additional expenses Maximum payable for any one Journey: unlimited unless Medical Expenses result

from Hazardous Activities or Extreme Activities, where the maximum payable for any one Journey is €1,000,000

You or the Person Insured must contact Chubb Assistance before incurring any costs covered under this Section.

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

Reciprocal Health Declaration

If You intend travelling to countries within the European Economic Area (all EU countries plus Iceland, Liechtenstein, and Norway) We advise You to obtain a European Health Insurance Card (EHIC) to take with You when You travel. For more information about the FHIC, contact Your local Post Office or the Department of Health:

Department of Health and Children 50-58. Miesian Plaza Baggot St. Lower Dublin DO2 XWI4 health.gov.ie

Please visit website below for further information website: https://www2.hse.ie/ services/ehic/ehic.html

A. Cover

If You are injured or become ill (including becoming ill Due to complications of pregnancy (as diagnosed by a **Doctor** who specialises in obstetrics) provided that if travelling within 12 weeks of the expected date of delivery You provide a medical certificate which must be dated no earlier than 5 days before the outbound

travel date issued by a **Doctor** or midwife confirming the number of weeks of pregnancy and that **You** are fit to travel)) during a Journey, We will pay:

- up to an unlimited amount (€1,000,000 for Medical Expenses resulting from Hazardous Activities or Extreme Activities) for any one Journey for medical, repatriation or travel expenses You incur, including optical expenses. Medical expenses must be for necessary hospital, surgical or other diagnostic treatment, given or prescribed by a **Doctor**, and include charges for staying in a hospital or nursing home.
- ii. up to €250 for any one **Journey** for emergency dental expenses.
- iii. up to €150 for any one **Journey** for physiotherapy, chiropractics or osteotherapy. Repatriation must be:
 - a) authorised by Chubb Assistance:
 - b) necessary on medical grounds; and
 - c) to Ireland.
- ii. costs for additional travel and hotel expenses including those for any one other person if You have to be accompanied on medical advice.
- iii. if You die, up to €10,000:
 - a) for cremation or burial charges in the country in which You died; or
 - b) to transport Your body or ashes back to Ireland.

B. Exclusions

(General Exclusions apply as well)

We will not pay:

- any amount recovered under a National Health Service reciprocal agreement.
- ii. for any treatment not confirmed as medically necessary;
- iii. any expenses incurred in Your country

- of residence:
- iv. any additional travelling expenses not authorised by Chubb Assistance if You have to return home earlier than planned or be repatriated from a Journey;
- v. for medical treatment that **You** travelled **Abroad** to obtain;
- vi. for medication **You** are taking before and which **You** will have to continue taking during a **Journey**:
- vii. for surgery, medical or preventative treatment which, in the opinion of the **Doctor** treating **You** and **Chubb Assistance**, can be delayed until **You** return to **Ireland**;
- viii. any additional costs for single or private room accommodation;
- ix. any expenses incurred in a private hospital unless such expenses have been authorised in advance by Chubb Assistance;
- any expenses incurred in Australia for treatment which is not available under the national Medicare or equivalent scheme unless such expenses have been authorised in advance by Chubb Assistance;
- xi. more that €250 for any one **Journey** for emergency dental expenses, and then only provided that such expenses are incurred in providing the minimum treatment necessary to relive pain and discomfort for the duration of the **Journey**.
- xii. more than €150 for any one **Journey** for physiotherapy, chiropractics or osteopathy, and then only provided that such treatment is prescribed by a **Doctor**.
- xiii. for any expenses incurred for alternative or complimentary medicines or treatment other than as

- provided for in Exclusion B x. above;
- xiv. for any expenses incurred more than 3 days after the date when, in the opinion of **Chubb Assistance**, **You** are fit to be repatriated to **Ireland**.
- xv. additional travel and hotel expenses incurred which have not been authorised in advance by **Chubb**Assistance:
- xvi. cremation or burial costs in **Ireland**; xvii.the **Excess**, except where **You** have obtained a reduction in the cost of medical expenses in European Union countries by using a European Health Insurance Card

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

SECTION 8. Hospital benefit Maximum benefit payable for any one Journey: €200

A. Cover

If You are a hospital in-patient during a Journey and have a Claim under Section 7 MEDICAL AND ADDITIONAL EXPENSES, We will pay a benefit of €20 for each full 24 hours You spend in hospital up to a maximum of €200 for each Journey.

B. Exclusions

(General Exclusions apply as well)
We will not pay for time spent in an institution not recognised as a hospital in the country of treatment.

SECTION 9. Personal property

Maximum payable for any one Journey

€1.000

NOT COVERED UNDER BUDGET OPTION

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

DEFINITIONS

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

Personal Property

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

Repair and Replacement Costs

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

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

Unattended

away from You where You are unable clearly to see or get hold of Your Personal Property.

Valuables

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

A. Cover

 i. If Personal Property is lost, damaged or stolen during a Journey, We will pay Repair and Replacement Costs up to €1,000 for any one Journey. ii. We will also reimburse the cost of essential items of clothing and toiletry requisities up to €100 for any one Journey that You have to purchase because Personal Property is lost or misplaced by an airline or other Carrier.

B. Exclusions (General Exclusions apply as well)

- a) the Excess;
- b) more than €250 for a single item, pair or set, or part of a pair or set;
- c) more than €250 for golf clubs, bags and accessories;
- d) more than €250 for *Valuables* in total and will only pay if the *Valuables* are attended by *You* or are in a safety deposit box at the time they are lost, damaged or stolen;
- e) unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and We are provided with a copy of the original written Police report and report to the hotel management as applicable;
- f) for the loss, theft or damage to:
 - i. Personal Property more specifically insured or recoverable under any other insurance policy;
 - ii. Personal Property left Unattended in a public place;
 - iii. Personal Property left in an unattended vehicle:
 - unless it was in the locked boot of the vehicle or in the luggage space at the rear of a locked estate car or hatch back under a top cover and out of view, and there is evidence of forced entry;
 - ii. between the hours of 2200

and 0800;

- iv. *Personal Property* in the custody of an airline or other Carrier unless the loss or damage is reported in writing to the airline or other Carrier within 24 hours of discovery and **We** are provided with a copy of the original written airline or Carrier report; or
- Personal Property Due to leaking powder or fluid carried within Your luggage;
- vi. dentures, hearing aids, prescription glasses, sunglasses, prescription sunglasses, contact or corneal lenses (except as described in A ii)
- vii. household goods, samples or merchandise, bonds, securities or documents of any kind; or
- viii. antiques, musical instruments, pictures, typewriters, mobile or portable telephones, PDAs, personal organisers, and the like, laptops, electronic navigation equipment, televisions, sports equipment whilst being used (except for ski equipment), vehicles or their accessories, watercraft and ancillary equipment, glass, china or similar fragile items, perishables (i.e. items that can decay or rot and will not last for long, e.g. foodstuffs) and pedal cycles; or
- ix. jewellery (other than wedding rings) whilst engaging in General Sports and Recreational Activities, Hazardous or Extreme activities;
- g) for depreciation in value, normal wear and tear, denting or scratching, damage by moth or vermin, electrical, electronic or mechanical derangement, or damage due to

- atmospheric or climatic conditions;
- for delay, detention, seizure or confiscation by customs or other officials.
- i) We will not pay
 - a) unless We are provided with original written confirmation from the Carrier or tour representative that the lost or misplaced Personal Property was delayed for at least 12 hours after You arrived at Your destination;
 - for Personal Property lost or misplaced on a Journey returning You to Ireland

PLEASE NOTE: Your Personal Property is at risk if it is left Unattended at airports, railway stations, on trains and beaches etc. Please ensure that You take proper care of Your Personal Property, otherwise We may not pay for Your loss.

SECTION 10. Money Maximum payable for any one Journey €300

NOT COVERED UNDER BUDGET OPTION

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

DEFINITIONS

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

Money

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

A. Cover

- i. We will pay up to €300 for any one Journey if Money which is held by You for Your personal use is lost or stolen during the Journey whilst:
 - a) being carried by You; or
 - b) left in a safety deposit box.
- ii. We will pay up to €500 if a Person Insured sustains financial loss directly as a result of a credit, charge or bankers card being lost or stolen during a Journey and subsequently being used fraudulently by any person other than:
 - a) a member of the Person Insured's family; or
 - b) the Person Insured's employer where the card is issued on the Person Insured's behalf; provided that the Person Insured has fully complied with all the terms and conditions under which such card has been issued

B. Exclusions

(General Exclusions apply as well) We will not pay;

- i. the Excess:
- for delay, detention, seizure or confiscation by customs or other officials;
- iii. unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and We are provided with a copy of the original written Police report and

- report to the hotel management as applicable;
- iv. 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;
- v. for depreciation in value or shortage due to any error or omission.
- vi. for more than €500 in total in for any one **Claim** in respect of loss of or damage to **Money** or fraudulent misuse of lost or stolen credit, charge or bankers cards.

SECTION 11. Loss of passport / driving license expenses Maximum payable for any one Journey €500

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

A. Cover

We will pay up to €500 for any one Journey to cover additional travel and accommodation costs incurred by You during the Journey to obtain a new passport or driving licence following the loss or theft of Your original documents during the Journey.

B. Exclusions(General Exclusions apply as well)We will not pay;

- for delay, detention, seizure or confiscation by customs or other officials;
- ii. unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel)

- within 24 hours of discovery and **We** are provided with a copy of the original written Police report and report to the hotel management as applicable;
- iii. for a passport or driving licence stolen from an unattended vehicle, unless it was in the locked boot of the vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view, and there is evidence of forced entry.

SECTION 12. Hijack Maximum payable for any one Journey €500

A. Cover

If You are held hostage by Hijackers during a Journey, We will pay a benefit of €50 for each full 24 hours You are held hostage up to a maximum benefit of €500 for any one Journey.

B. Exclusions (See General Exclusions)

SECTION 13. Personal liability Limit of Liability €2,500,000 per Person Insured

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

A. Cover

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

- accidental bodily injury (which shall include death illness or disease) to any person; and/or
- ii. accidental loss of or damage to material propertyoccurring during the

Period of Insurance arising out of the Journey. We will indemnify the Person Insured for all damages payable payable in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause up to the Limit of Liability for this Section of €2,500,000.

We will also pay in connection with such liability:

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

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

B. Exclusions (General Exclusions apply as well) We will not provide indemnity for any liability:

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

- property in the care custody or control of a **Person Insured**. However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by a **Person Insured** in the course of the **Journey**.
- iii. liability in respect of bodily injury loss or damage caused directly or indirectly in connection with ownership, possession of or use by the Person Insured of:
 - a. the ownership, possession or use of
 - i) mechanically propelled vehicles, or;
 - ii) Aero spatial device or any airborne craft or waterborne craft or vessel, or;
 - iii) firearms (other than sporting guns); or
 - iv) animals and vicarious liability for the acts of a minor in connection with the above
- iv. liability in respect of bodily injury loss or damage caused directly or indirectly in connection with
 - a. the ownership, possession or use of the Person Insured of any land or buildings, immobile property or caravans other than temporary accommodation occupied by a Person Insured in the course of a Journey; 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.
- any liability assumed by the Person insured under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- vi. punitive or exemplary damages; vii. War

C. Provisions applying to this Section

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

- relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
- iii. the Person Insured shall observe, fulfil and be subject to the terms, Exclusions and Provisions of this Section.

SECTION 14. Overseas legal advice and expenses Maximum payable €15,000

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

DEFINITIONS

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

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 or illness to **You** or in appealing or resisting an appeal against the judgment of a court, tribunal or arbitrator.
- b) costs for which **You** are 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 **Your** behalf

Any One Claim

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

A. Cover

If during a **Journey You** sustain bodily injury or illness which is caused by a third party **We** will pay up to a benefit amount of €15,000 to cover **Legal Expenses** arising out of **Any One Claim**.

B. Exclusions

(General Exclusions apply as well) In respect of each Claim under this insurance We will not pay for:

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

- receiving **Our** prior authorisation in writing unless such costs would have been incurred subsequent to **Our** authorisation:
- iv. *Legal Expenses* incurred in connection with any criminal or wilful act;
- v. Legal Expenses incurred in the defence against any civil claim or legal proceedings made or brought against You unless as a counter claim;
- vi. Fines, penalties compensation or damages imposed by a court or other authority;
- vii. *Legal Expenses* incurred for any claim or legal proceedings brought against:
 - a) a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;
 - b) Us or Our agents; or
 - c) Your employer;
- viii. actions between persons insured under a Chubb Traveller Insurance Policy 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;
- Legal Expenses chargeable by the Legal Representatives under contingency fee arrangements;
- xi. **Legal Expenses** incurred where **You** have:
 - a) failed to co-operate fully with and ensure that **We** are fully informed

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

C. Special conditions applicable to this section

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

- as a fee). The **Person Insured** shall provide **Us** with details of the selected **Legal Representative**'s name and address. **We** may provide information about **Legal Representatives** in the **Person Insured's** local area if asked to do so.
- iii. You and the Legal Representatives must co-operate fully with and ensure that We are fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party. We are entitled to obtain from the Legal Representatives any information, document or advice relating to a claim or legal proceedings under this Insurance. On request You will give to the Legal Representatives any instructions necessary to ensure such access.
- iv. Our authorisation to incur Legal Expenses will be given if You can satisfy Us that:
 - a. there are reasonable grounds for pursuing or defending the claim or legal proceedings and the *Legal Expenses* will be proportionate to the value of the claim or legal proceedings; and
 - b. it is reasonable for *Legal Expenses* to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the *Legal Representatives* as well as that of **Our** own advisers. If there is a dispute, **We** may request, at **Your** expense, an opinion of a barrister as to the merits of the claim or legal proceedings. If the **Claim** is admitted, **Your** costs in obtaining this opinion will be covered by this Insurance.
- v. If there is any dispute, other than

in respect of the admissibility of a Claim on which Our decision is final. the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of Us. Your costs shall not be recoverable under the Insurance. vi. We may at its discretion assume control at any time of any claim or legal proceedings in Your name for damages and or compensation from a third party.

- vii. All **Claims** within this section must be submitted to **Us** in writing within 90 days.
- viii. Any *Legal Expenses* incurred without the written agreement of **Us** shall entitle **Us** to withdraw cover immediately and to recover any fees or expenses paid to **You**.
- ix. We may at its discretion require You to obtain at Your expense an opinion of a barrister agreed by You and Us as to whether or not there are reasonable grounds for continuing to pursue or defend any claim or legal proceedings. We will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the claim or legal proceedings.
- x. We may at its discretion offer to settle a counter-claim against You which it considers to be reasonable instead of continuing any claim or legal

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

PART IV

4.1 General exclusions (exclusions that apply to the whole policy)
We will not be liable to make any payment under this policy where any event that would otherwise be insured is
Due To:

A. Communicable Disease

Any actual or suspected Communicable Disease which results in restrictions impacting Your Journey being introduced or made by any travel or accommodation provider or any government or governmental body. This Policy Exclusion does not apply to Claims for Medical Expenses and Repatriation Expenses.

B. Recoverable Expenses

Any expenses which are recoverable (whether successful or not) by **You** from:

- any tour operator, travel provider, airline, hotel or other service provider under the terms of any contract or any relevant law or regulation; or
- ii. any compensation scheme.

C. Air travel/sports

- You are travelling as a fare-paying passenger in a fixed wing aircraft which is provided by a licensed airline or air charter company; or,
- ii. the aerial pursuit or sport is listed in this Policy under General Sports and Recreational Activities, Hazardous Activities or Extreme Activities.

D. Business

business of any description that is undertaken on a **Journey** other than **Work**.

E. Currency

currency exchange.

F. Illegal acts

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

G. Misuse of alcohol/drugs

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

H. Radiation

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

I. Sanction Country

This Policy does not cover, and We will

not in any event be liable to pay any claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any of the following:

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

You should contact Our Customer Services Team on 1800 242 467 for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, Ireland or United States of America

J. Sonic waves

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

K. Specified diseases

i. infection with Human Immune

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

L. Sports

- i. unless the sport or activity is listed in this Policy under General Sports and Recreational Activities, Hazardous Activities or Extreme Activities;
- You engaginig in sport as a professional sportsperson (other than as a coach of General Sports and Recreational Activities, Hazardous Activities (not scuba diving and rugby union/league)

M. Suicide/self-injury

- suicide, attempted suicide or deliberate self-inflicted injury regardless of the state of Your mental health: or
- ii. needless self-exposure to danger except in an attempt to save human life.

N. War

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

O. Journeys not covered

As described under "Journeys not Covered", on page 11 of this Policy.

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

A. Contract

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

B. Legal Interpretation and Language

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

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

C. Observing Policy Terms & Conditions
We will not be liable to make any
payment under this Policy if You or Your
personal representative(s) do not observe
and fulfil its Terms, Exclusions and
Conditions.

D. Your duty to avoid or minimise a Claim You must take ordinary and reasonable care to safeguard against loss, damage, Accident, injury or illness as though You were not insured. If We believe You have not taken reasonable care of property, the Claim may not be paid. The items insured under this Policy must be maintained in good condition and kept in good repair.

E. Interest

We will not pay interest on any benefit payable under this Policy unless payment

has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the **Claim**. Where interest becomes payable by **Us** it will be calculated only from the date of final receipt of such certificates, information or evidence.

F. Other taxes

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

G. Stamp Duty

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

H. Moneys payable in Ireland

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

4.3 Claims provisions

A. You must:

i. Notify Sedgwick Travel Claims immediately

email **Sedgwick** Travel **Claims** immediately or download a claim form from www.aib.ie/travel and send it to **Sedgwick** 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 **You** cannot;

ii. Supply details & documents

supply at **Your** own expense any information, evidence and receipts **We** requires including medical certificates signed by a **Doctor**, Police reports and other reports;

iii. Protect property

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

iv. Send Us summons, writs etc

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

B. You must not do the following without Our written agreement:

i. Admit liability

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

ii. Dispose of items

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

C. You must recognise Our right to:

i. Pay, repair or replace

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

ii. Inspect & dispose of items

inspect and take possession of any

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

iii. Handle a Claim in Your name

take over and deal with the defence or settlement of any **Claim** in **Your** name and keep any amount recovered:

iv. Pay in euro

settle all Claims in euro.

v. Be reimbursed promptly

be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which **We** pay to **You** or on **Your** behalf:

vi. Receive medical certificates

be supplied at **Your** expense with appropriate original medical certificates before paying a **Claim** under Part III Sections 1, 3, 4 or 5;

vii. Carry out medical examinations

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

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

i. Fraudulent claims

if a **Claim** contains information that is false or misleading in any material respect and which the **Person Insured** or anyone acting on his or her behalf either knows to be false or misleading or consciously disregards whether it is false or misleading;

ii. Fraud

if **You** or anyone acting on **Your** behalf uses fraudulent means to benefit under this Policy.

Paying Claims Death

We will pay the Claim to Your estate and the receipt given to Us by the personal representatives shall be a full discharge of liability by Us in respect of the Claim. All other Claims

We will pay the Claim to You and Your receipt shall be a full discharge of all liability by Us in respect of the Claim.

4.4 Ending or changing Your cover

A. 14 day Cancellation option

If You are not satisfied with this Policy
have not taken or booked a Journey
protected by the cover provided, You
may return it to Us within 14 days and We

may return it to **Us** within 14 days and **W** will cancel it. If this happens, the Policy will have provided no cover and **We** will refund any premiums **You** have paid.

B. Cancellation after 14 days

If You write and tell Us to cancel this Policy, We will cancel it from the date Your letter is received or any later date You stipulate. We will provide a pro-rata refund if the policy is cancelled prior to the commencement of the Journey. We do not provide any return premiums for a Journey that has commenced.

C. Changing Your Policy

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

E. If We want to cancel or change Your Policy

- We reserve the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons.
- If We want to cancel the policy, or make changes for reasons other than those above, We will write to You at the latest address We have for You. We will then cancel or change the Policy 30 days after the date of the letter. If We cancel the Policy We will refund any premium You paid for the cancelled period provided You have not made a Claim under the Policy during the current Period of Insurance.

4.5 Automatic ending of cover Cover will end when the Period of Insurance ends unless a Claim unavoidably delays Your return from a Journey, when cover will continue without any additional premium for the period of the delay.

Complaints procedures

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

The Customer Service Manager
Chubb
5 George's Dock
International Financial Services Centre
Dublin 1
T 1800 24 24 67
F 01 - 440 1701

E aib.travelinsurance@chubb.com Alternatively **You** can contact:

The Manager AIB Insurance Services Limited 10 Molesworth Street Dublin 2

D02 R126

We do not recommend You send financial or personal sensitive details via email as it may not be secure whilst in the public domain.

You can approach the Financial Services and Pension Ombudsman for assistance if there is dissatisfaction with **Our** final response.

Their contact details are given below. A leaflet explaining the procedure is available on request.

Financial Services and Pensions Ombudsman 3rd Floor Lincoln House Lincoln Place Dublin 2 D02 VH29 T (01) 567 7000 E info@fspo.ie

W www.fspo.ie

Insurance Ireland
5 Harbourmaster Place
IFSC
Dublin 1

T 01 676 1914 F 01 676 1943

E feedback@insuranceireland.eu
W www.insuranceireland.eu

The existence of these complaint procedures does not reduce an Insured Person's Statutory Rights relating to this Policy. For further information about Statutory Rights, an Insured Person should contact the Competition and Consumer Protection Commission.

European Online Dispute Resolution Platform

If You arranged Your Policy with Us online or through other electronic means, and have been unable to contact Us either directly or through the Financial Services and Pensions Ombudsman, You may wish to register Your complaint through the European Online Dispute Resolution platform: http://ec.europa.eu/consumers/odr/. Your complaint will then be re-directed to the Financial Services and Pensions Ombudsman and to Us to resolve. There may be a short delay before We receive it.

How to get in touch

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

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

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

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