

# **Single/Multi Trip Travel Insurance**

**[www.justcover.ie](http://www.justcover.ie)**

## IMPORTANT NOTICE

**Your** attention is drawn to important features of **Your** travel insurance policy including:

- **INSURANCE POLICY:** **You** must read the insurance policy carefully. It contains full details of the cover provided plus the conditions and exclusions which apply to it. Please take reasonable care to respond to the statements honestly and to the best of **Your** knowledge. If **You** don't, **Your** policy may be cancelled, or treated as if it never existed, or **Your** claim rejected or not fully paid.
- **CONDITIONS AND EXCLUSIONS:** There are conditions and exclusions which apply to individual sections and general conditions and exclusions which apply to the whole policy.

**We** draw **your** attention to the exclusions detailed in the General Exclusions section, in particular, exclusion 25 relating to Covid-19 or severe acute respiratory syndrome coronavirus (SARS-COV-2) or any mutation or variation of these. Please note, this exclusion does not apply to Section 1 (Cancellation) subsections 2) and 3); or Section 2 (Curtailement) subsections 2) and 3); or Section 6 (Medical Emergency Expenses)

- **FRAUDULENT CLAIMS:** The making of a fraudulent claim is a criminal offence.
- **PROPERTY CLAIMS:** These are settled on an indemnity basis –not on a “new for old” or replacement cost basis, unless otherwise stated in the policy.
- **POLICY LIMITS:** Most sections of the policy have limits on the amount the insurer will pay under that section. Some sections also include inner limits eg: for one item, or for **Valuables** in total.
- **POLICY EXCESSES:** Claims under most sections of the policy will be subject to an excess. Where there is an excess, **You** will be responsible for paying the first part of a claim.
- **REASONABLE CARE:** **You** are required to take all reasonable care to protect yourself and **Your** property and to act as though **You** are not insured.
- **COMPLAINTS:** The insurance policy includes a Complaints Procedure which tells **You** what steps **You** can take if **You** wish to make a complaint. Please refer to pages 25 and 26.
- **“COOLING OFF” PERIOD:** The policy contains a “cooling off” period which allows **You** to return the policy and obtain a full refund (less any credit card charges) if **You** have a reason to be dissatisfied with the cover provided. Please refer to page 5.
- **SPORTS AND ACTIVITIES:** The policy will not cover **You** when **You** take part in certain sports activities. (Please contact **Us** if **You** are in doubt with full details of the activity for **Our** consideration.) Please refer to pages 8 to 9 and 23 to 25.
- **DATE CHANGE EXCLUSION:** Changes in dates could see widespread failures of computer and other systems containing computer chips, which depend on date related information in order to work properly. Certain sections of **Your** policy (refer to General Exclusions item 19) excludes anything directly or indirectly caused by failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. Please refer to page 24.
- **GOVERNING LAW:** **Your** policy is governed by Irish law.

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**SUMMARY OF COVER**  
(per person, unless otherwise stated)

Section of Cover	Cover	Excess
1 Cancellation	Up to €5,000	€100 (€30 for loss of deposit)
2 Curtailment	Up to €5,000	€100
3 Missed Departure	Up to €500	Nil
4 Travel Delay	Up to €150/€5,000	€100
		(Abandonment only)
<b>5 Personal Accident</b>	Up to €5,000	Nil
6 Medical Emergency Expenses	Up to €10,000,000	€100 for outpatient treatment or non Private Health policy holders. €55,000 or the amount covered by <b>Your</b> Private Health Insurer (whichever is greater)
7 Medical Inconvenience Benefit	Up to €725	Nil
8 Personal Property Single Article Limit <b>Valuables</b> Limit Sports Equipment Limit Items with no receipt in all Item no receipt per item Limit Gadget cover (provided additional premium is paid) Delayed baggage Personal <b>Money</b>	Up to €3,000 €250 €250 €360 €360 €70 €1,000 per policy  Up to €145 €400	€100
9 Loss of Passport Expenses	Up to €300	Nil
10 Personal Liability	Up to €3,000,000	Nil
11 Hijack	Up to €800	Nil
<b>12 Ski Equipment</b> Single Article Limit Ski Hire Delayed <b>Ski Equipment</b>	Up to €725 €300 Up to €300 Up to €145	€100  Nil Nil
<b>13 Ski Pack</b>	Up to €450	€100
14 Piste Closure	Up to €450	Nil
15 Avalanche Closure	Up to €250	Nil
16 Catastrophe	€725	€100
17 Legal Costs and Expenses	€35,000	Nil
18 Loss of Green Fees	Up to €300	Nil
19 Loss & Hire of Golf Equipment	Up to €1,500	€100
20 Hole in One	€75	Nil
21 Ash Cloud Delayed Departure	€1,750	€100

## 24 HOUR MEDICAL EMERGENCY SERVICE INCLUDED

### 24 HOUR MEDICAL EMERGENCY SERVICE

In the event **You** require outpatient treatment (or in the event of inpatient treatment where **You** do not have Private Health Insurance), before incurring expenses over €500 or before any arrangements are made to extend **Your** trip or any arrangements are made for repatriation or in the event of **Curtailement** necessitating **Your** early return to **Your Home** area **You** must contact the **Medical Emergency Service**.

The service is available to **You** and operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for hospital admission, repatriation and authorisation of medical expenses. If this is not possible because the condition requires immediate emergency treatment **You** must contact the **Medical Emergency Service** as soon as possible. Private medical treatment is not covered unless authorised specifically by the **Medical Emergency Service**.

Emergency telephone number: UK +353 91 501671

**IMPORTANT** – please quote **Your** JustCover.ie policy number.

**REMEMBER** – If **You** have Private Health Cover, **Your** Private Health Insurer covers **You** for the first €55,000 or the amount covered by **Your** Private Health Plan (whichever is the greater) where **You** have received hospital inpatient treatment. Therefore if **You** require hospital inpatient treatment, please contact **Your** Private Health Insurer for assistance.

When an Insured Person calls upon the services of the **Medical Emergency Service** it is a condition of service that the **Medical Emergency Service** shall solely be responsible for all decisions on the most suitable and reasonable solution to any medical problem. The service includes, where necessary and authorised by **Our Medical Emergency Service**:

1. Multi-lingual assistance with hospitals and doctors.
2. Repatriation arrangements by escort by a medical attendant.
3. Travel arrangements for other members of **Your** party or **Immediate Relative**.
4. On arrival in Ireland, an ambulance service to hospital or **home**.

**NOTE: FAILURE TO CONTACT THE ASSISTANCE COMPANY MAY RESULT IN A CLAIM BEING INVALID.**

### HOW TO MAKE A CLAIM

- 1) If **You** need to make a claim please obtain a claim form by telephoning or writing to the claims service below within 28 days of **Your** return, quoting **Your** JustCover.ie policy number and which section of the policy **You** are claiming under.

JustCover.ie Travel Claims Department,  
MAPFRE ASSISTANCE Agency Ireland,  
Ireland Assist House, 22-26 Prospect Hill, Galway  
Telephone: 091 501671

To register a new claim or to query an existing claim, please call Monday - Friday 9am-5pm. The **Medical Emergency Service** line is open 24 hours a day, 365 days a year.

2) Then return **Your** completed claim form to the claims service together with **Your** original policy and validation certificate, confirmation of booking, all original receipts and police reports (following loss, burglary or theft of **Money, Valuables, gadgets** or any items of **Personal Baggage** these must be reported within 48 hours of discovery and a written police report obtained) and any other evidence requested on the claim form.

3) To make a claim under Section 10 – Legal Costs and Expenses, please contact:

Arc Legal Assistance,  
Lodge House, Lodge Lane  
Langham, Colchester, CO4 5NE, England  
Telephone: +44 344 770 9000.

## INTRODUCTION

Purpose of this insurance – to provide financial protection and emergency assistance for **Your** trip(s).

This policy documentation, including any endorsement issued by **Us**, forms a contract of insurance between the underwriters, MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA, trading as MAPFRE ASSISTANCE Agency Ireland, and those people specified on **Your** insurance schedule. This contract is only valid when **You** have a valid insurance schedule and have paid the appropriate premium. **You** should read **Your** policy documentation in full to understand what is and is not covered.

MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA, trading as MAPFRE ASSISTANCE Agency Ireland, is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. The principal place of business of MAPFRE ASSISTANCE Agency Ireland is at Ireland Assist House, 22-26 Prospect Hill, Galway.  
Registered in Republic of Ireland. Reg No 903874.

Governing Law: **Your** policy is governed by Irish Law.

## PERIOD OF INSURANCE

If multi trip cover is selected: the period for which **We** have accepted the premium as stated in the validation certificate. Under these policies Section 1 – Cancellation Cover shall be operative from the start date of this Policy or at the time of booking any trip (whichever is the later) and terminates on commencement of any trip.

If Single trip cover is selected: the period of the trip and terminating upon its completion, but not in any case exceeding the period shown in the validation certificate. Under these policies Section 1 – Cancellation Cover shall be operative from the time **You** pay the premium and evidence of insurance is issued and will cease upon departure of **Your** trip or in the event of a cancellation claim on **Your** cover all remaining cover will cease for the planned trip. In the event of a **curtailment** claim all remaining cover will cease and **Your** cover will become void.

It also includes the period of travel from **home** directly to the departure point and back **home** directly afterwards not exceeding 24 hours in each case. If the return is unavoidably delayed for an insured reason, cover will be extended free of charge for the period of that delay.

If **You** are going on a one way trip all cover will cease after 72 hours or when **You** arrive at **Your** final destination whichever is the earlier.

**Please note:** - if, due to unexpected circumstances beyond **Your** control and included in the conditions of this cover, **You** cannot finish **Your** holiday within the period of insurance set out on Your validation certificate, we will extend Your cover for up to 30 days at no extra charge. If the reason **You** cannot finish Your holiday is linked to coronavirus disease (COVID-19) or severe acute respiratory syndrome coronavirus (SARS-COV-2) or any mutation or variation of these, we will still extend Your cover for up to 30 days at no extra charge. However, **We** will only cover claims that are not related to COVID-19 and SARS-COV-2, apart from Section 6 (Medical Emergency Expenses), provided that **You** are not travelling to a country or specific area or event to which the Travel Advice Unit of the Department of Foreign Affairs (DFA) [www.dfa.ie/travel/travel-advice](http://www.dfa.ie/travel/travel-advice) or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel. All other general exclusions will continue to apply. all other general exclusions will continue to apply.

### **“COOLING OFF PERIOD”**

If, having examined **Your** policy wording, **You** decide the insurance does not meet **Your** needs, **You** can cancel the insurance within 14 calendar days from the date **You** receive the policy wording, and **We** will refund the premium (less any Credit/Debit Card expenses incurred by **Us**) provided **You** have not taken a trip to which the insurance applies, and **You** have not made a claim.

### **MEDICAL HEALTH REQUIREMENTS**

**You** are not covered if, when **You** took out this insurance or when **You** booked **Your** trip, **You** or any person to be insured under this policy:

- 1) has been put on a waiting list for which they are still awaiting inpatient or outpatient treatment or investigation by a hospital department; or
- 2) has received treatment as a hospital inpatient or outpatient, or been under the care of a specialist consultant within the past 12 months; or
- 3) has been diagnosed with a terminal illness or treated for a malignant condition or any type of cancer; or
- 4) has been treated for any breathing problem that has required steroid or nebulized drugs in the past two years; or
- 5) has ever been treated for a heart related problem (including angina but with the exception of high blood pressure or high cholesterol in isolation) which has involved surgery or regular treatment with any kind of medication; or
- 6) has suffered a stroke or required treatment for a circulatory condition which has involved surgery treatment with any kind of medication; or
- 7) has previously been diagnosed as suffering from any psychological or psychiatric disorder, including but not limited to anxiety, stress or depression; or
- 8) has ever received any organ transplant, or are currently on renal dialysis
- 9) Has a medical condition for which they are aware of but have not had a diagnosis

### **ANYONE UPON WHOM THE TRIP MAY DEPEND**

An **Immediate Relative** who is not travelling with **You**, a travelling companion not insured by this policy, or the person **You** are intending to stay with, may have a pre-existing medical condition. In some cases, if their state of health deteriorates greatly, **You** may want to cancel or **curtail Your** trip. Subject to all the other terms and conditions, such claims are covered if the person's **Medical Practitioner** can confirm in writing that at the time **You** bought this policy, he/she would have seen

no substantial likelihood of his/her patient's condition deteriorating to such a degree that this would become necessary. If the **Medical Practitioner** will not confirm this, **Your** claim is not covered.

## **TRAVELLING WHEN PREGNANT**

Pregnancy is not a medical condition, so **You** are able to travel until **You** are quite late into **Your** pregnancy. Airlines and ferry/shipping companies including cruise liners have their own restrictions due to health and safety requirements. **You** should check with them or any other mode of transport **You** propose to take before **You** book. Please make sure that **Your** Doctor and Midwife are aware of **Your** travel plans, that there are no known complications and that **You** are not travelling against any medical advice. **We** have the right to request a Medical Certificate to confirm this.

### **By Air**

After 28 weeks most airlines will require a letter from **Your** Doctor or Midwife confirming **Your** Estimated Date of Delivery and stating that there are no complications. **You** may travel, but **Your** travel must be completed by 36 weeks and 6 days for single uncomplicated pregnancies and 32 weeks and 6 days for multiple uncomplicated pregnancies.

### **By Sea**

Ferry companies and cruise liners have their own restrictions and may refuse heavily pregnant women beyond 32 weeks.

### **By Car, Coach and Train**

There are no known restrictions. Please make sure **Your** Doctor or Midwife are aware of **Your** travel plans and that there are no known complications. **You** are not covered under this policy for undertaking a trip if at the start of **Your** trip, during **Your** trip or on **Your** return date, **You** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy.

## **GEOGRAPHICAL LIMITS**

### **SINGLE TRIP**

EUROPE includes **United Kingdom** and Countries bordering the Mediterranean, Madeira, Commonwealth of Independent States (west of the Ural Mountains) and the Canary Islands.  
WORLDWIDE means all countries.

### **ANNUAL MULTI-TRIP**

EUROPE includes **United Kingdom** and Countries bordering the Mediterranean, Madeira, Commonwealth of Independent States (west of the Ural Mountains) and the Canary Islands.  
WORLDWIDE EXCLUDING USA & CANADA  
WORLDWIDE INCLUDING USA & CANADA means all countries.

## **IMPORTANT NOTES**

- 1) This policy is only available to persons resident in Ireland.
- 2) This policy is only valid for trips commencing in and returning to Ireland (except where One-way Emigration Trip cover is purchased)
- 3) Cover is only available for the whole duration of the booked trip. Cover cannot be effected once a journey has commenced.
- 4) Under some sections there is an amount deducted (an excess) per incident, which applies to each insured person involved in an incident, as do the sums insured under each section.
- 5) If **Your Money, Valuables, gadgets** or any items of **Personal Baggage**, are lost or stolen, **You** must notify the local police within 48 hours of discovery. Please make sure **You** get a police report. Failure to comply will result in **Your** claim being turned down.
- 6) Winter sports cover is only available to persons aged 69 years and under at the date of travel.



### **For Single Trip Insurance:**

7) This policy is not valid for trips exceeding 180 days (31 days for persons aged 76-79 years) in total.

8) Winter sports trips are covered if the required additional premium has been paid.

9) This policy is only available to persons aged 79 years and under.

### **For Multi-Trip Insurance:**

10) The maximum duration of any one trip is 45 days (31 days for persons aged 76-79 years or where Irish Life Healthcare discount is applied) unless the appropriate additional premium has been paid to extend the duration of any one trip to 60 or 90 days, winter sports limited to 17 days per policy year.

11) Family cover applies to **You** and **Your** husband/wife or partner (whether **You** and they are of the same or different sex), plus up to 4 unmarried dependent children of either of **You**, under the age of 23 years in full time education. Adults travelling under this policy may travel independently. **Your** unmarried dependent children are only covered when travelling with an adult insured under this policy

12) This policy is only available to persons aged 79 years and under (travel limited to **United Kingdom** and European destinations for persons aged 70-79 years except for persons who have private health insurance).

13) This policy is not valid for trips taken within Ireland unless pre-booked for a period for three nights or more in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee and an invoice, bill, receipt or voucher can be produced.

For One-way Emigration Trip Insurance

14) All benefits of this policy will cease upon arrival at **Your** final destination or after 72 hours, whichever is the earlier;

15) In the event of a medical emergency where repatriation is required, this will be back to Ireland.

## **DEFINITIONS**

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

**Close Business Associate** – Any person whose absence from business for one or more complete days at the same time as **Your** absence prevents the effective continuation of that business.

**Common Law Partner/Civil Partner** – the person living with the insured person as husband or wife, including same sex partner for at least six consecutive months prior to the date of application and living at the same address.

**Curtail/Curtailment** – Return early to **home** in Ireland or the period **You** are hospitalised as an inpatient abroad.

**Golf Equipment** – Golf clubs, golf balls, golf bag, golf trolley and golf shoes.

**Gadgets** – Mobile/smart phones, tablet computers, laptops, computers, smart watches, games consoles (including handheld consoles) and all accessories for these items.

**Hijack** – The unlawful seizure or wrongful exercise of control of an aircraft or conveyance which **You** are travelling in as a passenger.

**Home** – **Your** residential address in Ireland.

**Immediate Relative** – Mother, father, sister, brother, wife, husband, **common law partner/civil partner**, daughter, son, (including fostered) grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, 1st cousin, nephew, niece, step-parent, step-child, step-brother or step-sister or legal guardian.

**Loss of Limb** – Physical, permanent and total loss of use at or above the wrist or ankle.

**Loss of Sight** – The complete and permanent loss of sight in at least one eye. **Medical Practitioner** – A registered practising member of the medical profession who is not related to **You** or to any person **You** are travelling with, or intending to stay with.

**Manual Work** – work that is physical, including, but not limited to construction, installation, assembly and building work. This does not include work carried out by bar and restaurant staff, musicians and singers and fruit pickers (who do not use machinery).

**Medical Condition** – Any disease, illness, injury or symptom.

**Medical Emergency Service** – MAPFRE ASSISTANCE Agency Ireland

**Money** – Cash, postal and **Money** orders, travel tickets, lift passes (in respect of winter sports trips where the appropriate premium has been paid), passports, petrol coupons and green cards held by **You** for social, domestic and pleasure purposes.

**Mugging** – A violent attack on **You** with a view to theft by person(s) not previously known to **You**.

**Permanent Total Disablement** – Disablement as a result of which **You** are unable to carry on or perform any business or occupation, and which, having lasted for a period of 12 months is, at the end of that period, beyond hope of improvement.

**Personal Accident** – Accidental bodily injury caused solely and directly by outward violent and visible means.

**Personal Baggage** – **Your** suitcases (or similar luggage carriers) and their contents usually taken on a trip, together with articles worn or carried by **You** for **Your** individual use during **Your** trip.

**Public Transport** – Any fare paying passenger on the following regular scheduled forms of transport: Train, Coach, Taxi, Bus, Aircraft and Sea Vessel.

**Redundancy** – Any person declared redundant, who is under 65 years and under the normal retiring age for someone holding that person's position, and who has been employed for two continuous years with the same employer at the time of being made redundant.

**Ski Equipment** – Skis (including bindings), ski boots, ski poles and snowboards.

**Ski Pack** – Pre-booked lift passes, hired skis and boots and ski school fees.

**United Kingdom** – England, Scotland, Wales, the Scilly Isles, the Isle of Man and Channel Islands.

**Trip** – Any holiday, business or pleasure trip or journey made by **You** within the area of travel shown in the Certificate of Insurance which begins and ends in Ireland during the Period of Insurance unless the trip is a one way trip or journey as defined under the Period of Insurance.

**Unattended** – where **You** are not in full view of or in a position to prevent unauthorised taking of **Your** property unless it is in a locked room, safe, in a locked boot of a locked vehicle or in the luggage space at the back of a locked estate car or locked hatchback under a top cover out of view.

**Valuables** – Watches (excluding smart watches), furs, leather goods, animal skins, silks, jewellery, items made of or containing precious stones, semi-precious stones, gold, silver or platinum, photographic, audio, video and electrical equipment of any kind, camcorders and accessories, satellite navigation systems (GPS) and/or accessories, Personal Digital Assistants (PDA's) and/or accessories, all photographic/digital/optical/audio and video media, iPods/iPod touch/MP3/4 players or similar and/or accessories, ebook readers, telescopes, and binoculars.

**We/Us/Our** – MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA, trading as MAPFRE ASSISTANCE Agency Ireland.

**You/Your** – Each Insured Person whose name appears on the Certificate of Insurance.

## **AMATEUR SPORTS AND ACTIVITIES**

**We** will not pay any claim directly or indirectly resulting from participation in certain activities, professional or organised sports, racing, speed or endurance tests.

Where cover for sports and activities is provided, it is on the basis that **You** are participating on a recreational and non-professional basis.

Any participation in sports or activities is subject to **Your** compliance with local laws and regulations and the use of recommended safety equipment (such as helmet, harness, knee and/or elbow pads). Sports and Activities marked as follows have additional restrictions:

‡ No cover under section 5 - **Personal Accident** - whilst participating in this activity

\* No cover under section 10 - **Personal Liability** - whilst participating in this activity

## Sports and activities covered – Category A

Participation in the following activities is covered at no additional premium and without the need for prior declaration.

Cover is provided whilst participating in these sports and activities under all sections of the policy except the Personal Property section (unless otherwise agreed).

Abseiling ‡	Racketball
Angling - Freshwater	Rambling
Archery *	Rifle Range shooting up to 4,000 metres (Must be properly organised) ‡*
Badminton	Ringos
Ballooning – hot air- must an organised tour	River bugging – grade 1 to 3 *
Banana boating	Roller skating/ blading/ in-line skating (no stunts)
Baseball *	Rounders
Basketball *	Rowing (not racing) *
Blade skating (no stunts)	Running
Body boarding/ boogie boarding (inland and coastal waters only)	Safari/Gorilla Trekking in a vehicle (not involving use of firearms) must be an organised tour
Bowling/Bowls	Safari trekking on foot (must be an organised tour)
Camel/ elephant riding *	Sailboarding *
Canoeing –grade 1 to 3 *	Sailing – not crewing - no racing/ competitions *
Cricket *	Sailing – crewing - (including Flotilla, yachting and catamaran) inside European waters only and no racing/competitions *
Curling	Scuba diving down to 30 metres (provided diving with a registered instructor)
Cycling – not BMX, mountain biking or touring *	Skateboarding (no stunts)
Deep sea fishing (Provided with professional fisherman)	Sledging pulled by horse, reindeer or dog - as a passenger only
Fell Walking up to 4,000 metres	Small bore target shooting ‡ *
Fell Running up to 4,000 metres	Snorkelling to a maximum depth of 10 metres
Fencing ‡*	Softball
Fishing – bank/river	Squash
Flying (as a fare paying passenger on a regular scheduled airline or licenced charter aircraft)	Surfing *
Go-karting up to 120cc *	Table Tennis
Go Karting over 120cc (Maximum 250cc) ‡*	Ten pin bowling
Golf	Tennis
Handball	Trampolining
Horse riding *	Trekking/ hiking/ walking (up to 4,000 metres)
Ice-skating (rink only)	Tug of War
Indoor climbing (on climbing wall)	Volley Ball
Inner tubing – on water only	Wake-boarding *
Kayaking – up to grade 3 rivers only ‡*	War games ‡*
Motor cycling (maximum 125cc) *	Water Polo

Netball	Water skiing (only on inland waters or inland coastal waters and no jumping/ stunts)
Orienteering	White water rafting (Grade 1,2 and 3) ‡*
Paint balling ‡*	Windsurfing/ board sailing (only on inland waters or coastal waters within 12 miles from land) *
Parascending/ parasailing (over water) *	Yachting - not crewing *
Pony trekking *	Yachting - crewing (European waters only) *
	Zorbing – must be properly organised

### Sports and activities covered – Category B - €300 policy excess

Participation in the following activities is covered at no additional premium and without the need for prior declaration. Cover is provided whilst participating in these sports and activities under all sections of the policy except the Personal Property section (unless otherwise agreed).

Angling – Rock /Surf *	Gymnastics ‡*
Athletics – field events ‡*	Heptathlon – training only ‡*
Football English ‡*	Hockey ‡*
Football Gaelic ‡*	Mountain Biking - not downhill/ off road ‡*
Gaelic Hurling ‡*	Roller Hockey ‡*

### Winter sports

Where the appropriate additional premium has been paid for winter sports cover **You** will be covered for skiing and snowboarding as well as the following winter sports:

Big foot skiing	Off-piste skiing (with a professional guide on designated pistes within the resort)
Cross country skiing (recognised paths only)	Ski touring
Dry slope skiing/snowboarding	Ski Sledging
Langlauf	Ski Touring
Mono-skiing	Snow Tubing (on designed courses / parks, organised event)
	Snow shoeing

### Sports and activities not covered

**We** may be able to offer cover for other sports and activities which are not listed. If **You** plan to participate in a sport or activity that does not appear in the lists above, **You** should contact Just Cover 01 440 4367 or e-mail info@justcover.ie for advice.

If **You** do not tell **Us** about **Your** planned sport or activity **We** may not pay any claims arising from **Your** participation.

### Reciprocal health agreements

Whenever possible **You** must use medical facilities which entitle **You** to the benefits of any reciprocal health agreements, such as Medicare in Australia, and the National Health Service in the **United Kingdom**. Inpatient and outpatient public hospital treatment may be given free of charge or at a minimal cost.

## SECTION 1 – CANCELLATION

### YOU ARE COVERED

Up to €5,000 if **Your** travel and accommodation arrangements are cancelled before **Your** departure from Ireland (including ski hire, ski school and lift passes for winter sports trips where the appropriate premium has been paid), which have not been used and which **You** have paid for or contracted to pay for, providing the cancellation is necessary and unavoidable (and is not a result of mere disinclination to commence **Your** trip as arranged) due to one of the following events occurring after payment of the policy premium:

- 1) the death or disablement by bodily injury, illness, or being subject to quarantine of (a) **You**, (b) any person **You** are intending to travel or stay with, (c) an **Immediate Relative** of Yours or of any person **You** are intending to travel with or (d) a **Close Business Associate** of Yours;
- 2) **You**, **Your** Travelling Companion or any person you have arranged to stay with during **Your** Trip receiving a diagnosis of Coronavirus Disease (COVID-19) within 14 days of the start of the Trip or in the case of being admitted to hospital with a Coronavirus Disease (COVID-19) diagnosis within 28 days of the start of the Trip
- 3) **Your** Close Relative or Close Business Associate being admitted to hospital with a Coronavirus Disease (COVID-19) diagnosis at the time of the trip
- 4) **You** being called for jury service or as a witness (but not as an expert witness or where **Your** employment would normally require **You** to attend court) in a Court of Law;
- 5) **Your Redundancy** or the **Redundancy** of any person **You** are intending to travel with, provided that **We** are informed in writing immediately notification of **Redundancy** is received and that **You** were not aware of any impending **Redundancy** at the time this policy was issued;
- 6) **Your home** being made uninhabitable or place of business being made unusable, up to 14 days before the commencement of **Your** trip, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **Your** presence following burglary or attempted burglary at **Your home** or place of business.
- 7) **Your** passport, or the passport of any person **You** are intending to travel with being stolen during the seven days before **Your** schedule departure date.

### IMPORTANT INFORMATION

Under Section 1, subsections 2) and 3) above, you will not be covered for any claims arising within 7 days of the date you purchased this insurance or at the time of booking any trip, whichever is the later, except where the insurance is bought with 48 hours of booking the trip.

### YOU ARE NOT COVERED FOR

- 1) the first €100 of each and every incident per each insured person involved in the incident reduced to €30 for loss of deposit claims only), unless the excess waiver premium has been paid;
- 2) claims where a medical certificate has not been obtained from a **Medical Practitioner**, confirming that cancellation of the trip is medically necessary. All claims relating to cancellation due to a Medical Condition must be supported by relevant documentation confirming that attendance to a **Medical Practitioner** occurred and that advice was given by that **Medical Practitioner** (in the case of stress, anxiety, depression or any other mental or nervous disorder a consultant specialising in the relevant field) to cancel a trip prior to cancellation of that trip;
- 3) anything caused directly or indirectly by:
  - a) any increased charges which may arise due to failure to notify **Your** travel agent or tour operator immediately it is found necessary to cancel;
  - b) prohibitive regulations by the Government of any country;
- 5) any claim arising from pregnancy, where, at the point of checking in for or boarding **Your** flight, **You** fail to comply with the airline's policy for conveyance of pregnant women;

- 6) undertaking a trip if at the start of **Your** trip, during **Your** trip or on **Your** return date, **You** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 7) the cost of any visa required in connection with **Your** trip;
- 8) claims where a theft of passport has not been reported to the necessary authorities, including but not limited to, the Police and Passport Service;
- 9) Avios points, Loyalty card vouchers or points or unused Timeshare points;
- 10) anything mentioned in the General Exclusions.

## SECTION 2 – CURTAILMENT

**Curtilment** is only applicable if **You** return to Ireland earlier than planned or the period **You** are hospitalised as an inpatient abroad. This section includes the services of the **Medical Emergency Service** (details shown on page 4) who must be contacted immediately in the event of a serious injury, illness or hospitalisation, where repatriation has to be considered.

### YOU ARE COVERED

Up to €5,000 for:

- 1) The value of the portion of **Your** travel and/or accommodation arrangements which have not been used and which were paid for before **Your** departure from Ireland (including ski hire, ski school and lift passes, which do not have to be paid for before **Your** departure from Ireland, in respect of winter sports trips where the appropriate premium has been paid), if **You**, and where appropriate a companion covered by this policy, have to **curtail Your** trip and return to **Your home** earlier than planned due to:
  - a) the death, severe injury or serious illness of:
    - i) **You** or any person **You** are travelling with;
    - ii) an **Immediate Relative** of Yours resident in Ireland;
    - iii) a **Close Business Associate** of Yours resident in Ireland.
  - b) **Your home** being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **Your** presence following burglary or attempted burglary at **Your home** or place of business.
  - c) **You** being unable to continue **Your** trip, as detailed in **Your** travel itinerary, due to loss or theft of **Your** passport, or that of any person **You** are travelling with. These proportionate value of costs will be calculated from the date of return to Ireland.
- 2) **You, Your** Travelling Companion or any person you have arranged to stay with during **Your** Trip receiving a diagnosis of Coronavirus Disease (COVID-19) within 14 days of the start of the Trip or in the case of being admitted to hospital with a Coronavirus Disease (COVID-19) diagnosis within 28 days of the start of the Trip
- 3) **Your** Close Relative or Close Business Associate being admitted to hospital with a Coronavirus Disease (COVID-19) diagnosis at the time of the trip
- 4) Reasonable additional travelling expenses incurred by **You** for returning to Ireland (Economy Class) earlier than planned for a reason stated in benefit 1 of this section.

### IMPORTANT INFORMATION

Under Section 2, subsections 2) and 3) above, you will not be covered for any claims arising within 7 days of the date you purchased this insurance or at the time of booking any trip, whichever is the later, except where the insurance is bought with 48hours of booking the trip.

#### **YOU ARE NOT COVERED FOR**

- 1) the first €100 of each and every incident per each insured person involved in the incident unless the excess waiver premium has been paid;
- 2) claims that are not confirmed as medically necessary by the **Medical Emergency Service** and where a medical certificate has not been obtained from the attending **Medical Practitioner** abroad confirming it necessary to **curtail** the trip;
- 3) additional travelling expenses incurred which are not authorised either by **Us** or the **Medical Emergency Service**, as detailed on page 4;
- 4) claims where a theft of passport has not been reported to the necessary authorities and a written report obtained;
- 5) the cost of **Your** original return trip if this has already been paid and **You** need to **curtail Your** journey;
- 6) the cost of any visas required in connection with **Your** trip;
- 7) undertaking a trip if at the start of **Your** trip, during **Your** trip or on **Your** return date, **You** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 8) Avios points, Loyalty card vouchers or points or unused Timeshare points;
- 9) anything mentioned in the General Exclusions.

**NOTE** – The **Medical Emergency Service** only assists early return **home** for medical reasons, not for the other reasons listed under this section of the policy.

#### **SECTION 3 – MISSED DEPARTURE**

This section does not apply to trips within Ireland.

#### **YOU ARE COVERED**

Up to €500 for necessary hotel and travelling expenses incurred in reaching **Your** booked destination, if the car **You** are travelling in breaks down or is involved in an accident or **You** being delayed as a result of a major accident on a motorway, or the **Public Transport** being used is delayed, resulting in **You** arriving too late to commence **Your** booked journey.

#### **YOU ARE NOT COVERED**

- 1) if when the policy was issued, there was reasonable expectation that the trip would be affected by strike, industrial action, mechanical breakdown of the **Public Transport**, or adverse weather conditions;
- 2) if sufficient time has not been allowed for **Your** journey in order to meet the check-in time specified by the transport providers or agent;
- 3) if **You** are not proceeding directly to the departure point;
- 4) unless **You** get a letter from the **Public Transport** provider confirming that the service did not run on time;
- 5) unless **You** obtain confirmation from the police or motoring authorities (e.g. Highways Agency) to confirm a major accident on a motorway causing delays or closure on the motorway;
- 6) unless **You** get confirmation of the delay from the authority who went to the accident or breakdown affecting the car **You** were travelling in;
- 7) for any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before the start date of **Your** policy and the date **You** travel tickets or confirmation of booking were issued;
- 8) for anything mentioned in the General Exclusions.

## SECTION 4 – TRAVEL DELAY

This section does not apply to trips within Ireland.

### YOU ARE COVERED

1) For a benefit of €30 for the first full 12 hours **You** are delayed and €15 for each full 12 hours **You** are delayed after that, up to a maximum of €150 (regardless of the number of incidents of delay) as a result of:

or

2) up to the amount under Section 1 – Cancellation section – of this policy (less €100 excess) if **You** abandon the trip (on the outward journey only) after the first full 12 hours if **Your** outward or return flights, sea crossing, coach or train departure to or from Ireland are delayed for more than 12 hours beyond the intended departure time (as specified on **Your** travel ticket) as a result of:

- a) strike or industrial action (provided that when this policy was taken out, there was no reasonable expectation that the trip would be affected by such cause);
- b) adverse weather conditions;
- c) mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

### YOU ARE NOT COVERED

1) for the first € 100 of each and every incident per each insured person involved in the incident unless the excess waiver premium has been paid

(this is only applicable if **You** abandon the trip);

2) if **You** do not check-in for the flights, sea crossing, coach or train departure before the intended departure time;

3) if **You** do not obtain written confirmation from the airline, shipping, coach or train company stating the period and the reason for the delay;

4) for any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any Country;

5) for anything mentioned in the General Exclusions.

**NOTE** – This section only applies for delays at **Your** final International departure point to or from Ireland.

## SECTION 5 – PERSONAL ACCIDENT

### YOU ARE COVERED FOR

The following benefits, which will be paid to **You** or **Your** legal personal representative, if **You** have a **Personal Accident** during **Your** trip which, at the end of 12 months after the date of that accident, is the sole cause of **Your** death or disability:

1) Death – €5,000

2) **Loss of Limb**, total and permanent loss of sight in one or both eyes or **Permanent Total Disablement** – €5,000

**NOTE** – If **You** are aged under 17 at the time of the accident the death benefit will be limited to funeral and other expenses up to €1,500 and the **Permanent Total Disablement** benefit will not apply.

### YOU ARE NOT COVERED FOR

Any claims for death, loss or disablement caused directly or indirectly by:

1) a disease or any physical defect or illness;

2) an injury which existed prior to the commencement of the trip;

3) pregnancy;

4) any claims under this section not notified to **Us** within 12 months of the accident;

5) anything mentioned in the General Exclusions.



## **SECTION 6 – MEDICAL EMERGENCY EXPENSES (not Private Health insurance)**

This section does not apply to trips within Ireland or the **United Kingdom** (except for trips within the Channel Islands, where NHS treatment is not available).

Before a claim for emergency expenses can be submitted under this section, **You** must contact the **Medical Emergency Service**. Please refer to page 4.

If during **Your** trip **You** become ill or are injured

### **YOU ARE COVERED**

Up to €10,000,000 for costs incurred outside Ireland:

- 1) for emergency medical and surgical treatment. Claims for emergency dental treatment (for the relief of pain only) shall be limited to €500;
- 2) for reasonable and necessary additional accommodation (room only) and travelling expenses (economy class), including those of one relative or friend if **You** have to be accompanied **home** on medical advice or if **You** are a child and require an escort **home**;
- 3) in the event of death:
  - a) for conveyance of the body or ashes to Ireland (the cost of burial or cremation is not included) or;
  - b) local funeral expenses abroad limited to €2,175;

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

If **You** become ill or are injured **We** have the right to bring **You** back **home**, if the **Medical Emergency Service** doctor and the treating **Medical Practitioner** agree that **You** can safely travel **home**. If the treating **Medical Practitioner** does not agree **You** can safely travel **home** he/she must produce medical evidence. If **You** refuse to return **home**, **We** have the right to stop cover..

### **YOU ARE NOT COVERED**

1) for the first

- a) €100 of any costs incurred as a result of inpatient treatment (including repatriation) if **You** do not have Private Health Insurance and have not obtained a premium discount (unless the excess waiver premium has been paid),
- b) €55,000 or the amount covered by **Your** Private Health Insurer (whichever is the greater) of any costs incurred as a result of inpatient treatment (including repatriation) if **You** have obtained a premium discount and where **Your** trip is for a period of 180 days or less,
- c) €100 for outpatient treatment (unless the excess waiver premium has been paid)

of each and every incident per each insured person involved in the incident;

2) for any sums which can be recovered by **You** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement;

3) for any expenses incurred for illness, injury or treatment as a result of:

- a) surgery or medical treatment which in the opinion of the attending doctor and the **Medical Emergency Service** doctor can be reasonably delayed until **Your** return to Ireland;
- b) medication and/or treatment which at the time of departure is known to be required or to be continued outside Ireland;

4) for preventative treatment which can be delayed until **Your** return to Ireland;

5) if **You** have not obtained a written certificate of fitness and ability to travel and endure the trip where **You** are undergoing medical treatment as a hospital outpatient at the time of paying the final balance of **Your** trip;

6) for claims that are not confirmed as medically necessary by the **Medical Practitioner** or the **Medical Emergency Service**;

- 7) for the cost of any elective (non-emergency) treatment or surgery including exploratory tests, which are not directly related to the illness or injury which necessitated **Your** admittance into hospital;
- 8) for any additional hospital costs arising from single or private room accommodation unless medically necessary;
- 9) for treatment or services provided by a health spa, convalescent or nursing **home** or any rehabilitation centre;
- 10) for expenses incurred as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication;
- 11) for taxi fares not considered medically necessary, and where receipts have not been provided;
- 12) the costs of telephone calls other than the first call to tell **Us** about the medical problems;
- 13) for costs that arise over 12 months after a claim was first notified;
- 14) for costs where receipts are not produced;
- 15) for undertaking a trip when travelling if at the start of **Your** trip, during **Your** trip or on **Your** return date, **You** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 16) for any medical test **You** have planned or expect to have;
- 17) for any treatment or medication that **You** receive after **Your** return to Ireland;
- 18) for anything mentioned in the General Exclusions.

## **SECTION 7 – MEDICAL INCONVENIENCE BENEFIT**

This section does not apply to trips within Ireland or the **United Kingdom** (except for trips within the Channel Islands, where NHS treatment is not available).

This benefit payment contributes towards miscellaneous expenses incurred whilst **You** are an inpatient (including taxi fares and telephone calls). It does not provide compensation for loss of holiday enjoyment.

This is in addition to any medical expenses incurred under Section 6 - Medical Emergency Expenses.

### **YOU ARE COVERED FOR**

A benefit of €35 per each complete 24 hours spent as an inpatient if **You** are admitted to a registered hospital abroad up to a maximum of €725, in addition to any medical expenses incurred under Section 6 of this policy.

**NOTE** – Documentation must be submitted to confirm the date and time of admission and discharge.

### **YOU ARE NOT COVERED FOR**

- 1) undertaking a trip when travelling by air or sea if at the start of **Your** trip, during **Your** trip or on **Your** return date, **You** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 2) anything mentioned in the General Exclusions.

## **SECTION 8 – PERSONAL PROPERTY**

### **YOU ARE COVERED**

#### **1) PERSONAL BAGGAGE**

Up to €3,000 for the value of, or repair to, any of **Your** own **Personal Baggage** (not hired, loaned or entrusted to **You**), which is lost, stolen, damaged or destroyed (after allowing for wear and tear and depreciation). Limited to €250 for all **Valuables** in total, limited to €250 for single and/or a pair or set of articles, limited to €360 for all sports equipment.

**NOTE:** In the event of a claim for a pair or set of articles **We** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

## 2) GADGET COVER

This cover is only available where the applicable additional premium has been paid. Up to €1,000 in total for all insured persons (per policy) for the value of, or repair to, any of **Your own gadgets** (not hired, loaned or entrusted to **You**), which are lost, stolen, damaged or destroyed. Cover is provided based on the amount **You** paid for the gadget(s) or the current recommended retail price whichever is the lower, excluding any credit charges, interest charges or insurance costs and allowing for wear, tear and depreciation. At **Our** discretion, **We** may replace the gadget with a refurbished item from one of **Our** dedicated suppliers.

## 3) DELAYED BAGGAGE

Up to €145 towards the cost of buying replacement necessities if **Your own Personal Baggage** is delayed in reaching **You** on **Your** outward journey for at least 12 hours and **You** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

NOTE – Any amount **We** pay **You** under 3) will be deducted from the final claim settlement under 1) if **Your Personal Baggage** proves to be permanently lost. Receipts will be necessary in the event of a claim.

## 4) PERSONAL MONEY

Up to €400 if **Your own Money** is lost or stolen whilst being carried on **Your** person or left in a locked safety deposit box.

NOTE – If **You** are aged under 16, claims under Personal **Money** are limited to €100 overall.

## YOU ARE NOT COVERED

- 1) for the first €100 of each and every incident per each insured person involved in the incident unless the excess waiver premium has been paid (not applicable to 3, Delayed Baggage);
- 2) if **You** do not exercise reasonable care for the safety and supervision of **Your** property;
- 3) for **Personal Baggage** left unattended by **You**, unless located in locked accommodation. In respect of **Valuables, gadgets** or **Money**, these must be in a safety deposit box, unless one was not available;
- 4) if, in the event of loss, burglary, or theft of, **Your Personal Baggage, Valuables, gadgets, or Money** **You** do not report this to the police within 48 hours and do not obtain a written report;
- 5) for **Personal Baggage** left in the custody of any person unless they are a family member, travelling companion or have an official responsibility for the safety and supervision of **Your** property. In respect of **Valuables** and **gadgets**, these are only covered when left with a family member or travelling companion;
- 6) for any theft from an unattended vehicle unless there is evidence of forcible and violent entry;
- 7) for **Personal Baggage** stolen from an unattended vehicle,
  - a) unless it was in the locked:
    - i) glove compartment; or
    - ii) roof box; or
    - iii) rear boot or luggage area of the vehicle and is covered so as not to be visible from the outside of the vehicle; or
  - b) between the hours of 9pm and 9am (other than from motor **homes**);
- 8) for **Valuables** or **gadgets** left in an unattended vehicle (other than motor **homes**, provided the **Valuables** or **gadgets** are stored out of view);
- 9) for **Valuables** or **gadgets** within checked-in luggage or in luggage compartments/racks not immediately adjacent to **You** on any form of **Public Transport** (other than hand luggage that stays with **You** at all times);
- 10) if **Your Personal Baggage** is lost, damaged or delayed in transit and **You** do not:

- a) notify the carrier (i.e. airline, shipping company etc) immediately and obtain a written carrier's report (or Property Irregularity Report in the case of an airline); or
  - b) follow up in writing within 7 days to obtain a written carrier's report (or Property Irregularity Report in the case of an airline) if **You** are unable to obtain one immediately;
- 11) for loss, destruction, damage or theft of:
- a) contact lenses, hearing aids, dentures and prescribed medication; or
  - b) televisions, glass, china, pictures, musical instruments, antiques and precious stones; or
  - c) pedal cycles, dinghies, boats and/or ancillary equipment, vehicles or vehicle accessories (other than non-motorised wheelchairs and pushchairs) and tents; or
  - d) tools of trade, samples, merchandise; or
  - e) perishable items such as food, alcohol, cigarettes or any other tobacco products;
- 12) for loss, destruction, damage or theft due to:
- a) confiscation or detention by Customs or other officials or authorities; or
  - b) wear and tear, process of cleaning, denting or scratching, staining, moth or vermin or any damage caused by leaking powder or fluid carried within **Your** baggage; or
  - c) transportation by any postal service;
- 13) for electrical or mechanical breakdown or manufacturing fault;
- 14) for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle in which they are being carried;
- 15) for any property more specifically insured by, or recoverable from, any other source. Any reimbursement received will be deducted from the amount of **Your** claim under this section;
- 16) for stamps, documents, deeds, samples or merchandise, manuscripts or securities of any kind;
- 17) for **Ski Equipment** or **golf equipment** (unless the appropriate premium has been paid, which covers **You** under separate sections of the policy);
- 18) for the loss of, or damage to, sports equipment whilst in use;
- 19) for any loss of jewellery (other than wedding rings) while swimming, or partaking in any sports or activities;
- 20) the cost of replacing any of the downloaded content stored on **Your** gadget including but not limited to music, videos, games and apps; 21) any prepaid or contracted rental charges that **You** have paid for or are liable for on **Your** gadget, for example: pay as **You** go costs for minutes, text messages or data charges on a mobile/smart phone;
- 22) for any claim as a result of unauthorised use of **Your gadgets**, including unauthorised calls, messages and downloads; 23) for anything mentioned in the General Exclusions.

## **SECTION 9 – LOSS OF PASSPORT EXPENSES**

### **YOU ARE COVERED**

Up to €300 for reasonable additional travel or accommodation expenses **You** incur abroad in obtaining a new passport, if **Your** passport is lost or stolen.

### **YOU ARE NOT COVERED**

- 1) if **You** do not exercise reasonable care for the safety or supervision of **Your** passport;
- 2) if, in the event of loss, burglary or theft of **Your** passport, **You** do not report this to the police within 48 hours, and do not obtain a written police report;
- 3) for loss, destruction or damage arising from confiscation or detention by customs or other officials or authorities;
- 4) for anything mentioned in the General Exclusions.

## **SECTION 10 – PERSONAL LIABILITY**

### **YOU ARE COVERED**

Up to a maximum of €3,000,000 for **Your** legal expenses and legal liability for damages which caused by an accident that happened during the trip, leads to a claim made against **You** for:

- 1) accidental bodily injury to a person who is not a member of **Your** family, household or employed by **You**;
- 2) loss of or damage to any property which does not belong to, is not in the charge or control of **You**, or any member of **Your** family, household or employee;
- 3) damage to **Your** temporary holiday accommodation that does not belong to **You**, or any member of **Your** family, household or employee.

#### **YOU ARE NOT COVERED FOR**

- 1) fines imposed by a Court of Law or other relevant bodies;
- 2) anything caused directly or indirectly by:
  - a) liability which **You** are responsible for, because of an agreement that was made;
  - b) injury, loss or damage arising from:
    - i) ownership or use of aircraft, horse-drawn or mechanical/ motorised vehicles (other than wheelchairs, electric wheelchairs and mobility scooters), bicycles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport);
    - ii) the occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings;
    - iii) the carrying out of any trade or profession;
    - iv) racing of any kind;
    - v) any deliberate act;
  - c) liability covered under any other insurance policy;
- 3) anything mentioned in the General Exclusions.

**NOTE** – If **You** are using a mechanical/motorised vehicle (other than wheelchairs, electric wheelchairs and mobility scooters), make sure that **You** are adequately insured for third party cover, as **You** are not covered under this insurance.

## **SECTION 11 – HIJACK**

#### **YOU ARE COVERED**

A benefit of €40 per full 24 hours up to a maximum of €800 for the duration of the **hijack**.

#### **YOU ARE NOT COVERED**

- 1) for business travel;
- 2) if **You** or **Your** family or **Your** business connections have engaged in activities that could be expected to increase the risk of **hijack**;
- 3) for anything mentioned in the General Exclusions.

## **SECTION 12 – SKI EQUIPMENT**

This section of cover is only applicable if the appropriate winter sports premium has been paid.

#### **YOU ARE COVERED**

##### **1) SKI EQUIPMENT**

Up to €725 for the value or repair of **Your** own **Ski Equipment** (after making proper allowance for wear and tear and depreciation) or hired **Ski Equipment**, if they are lost, stolen or damaged during **Your** trip, limited to €300 for any one item.

Please note: claims for owned **Ski Equipment** will only be calculated as follows:

Up to 12 months old    85% of purchase price

Up to 24 months old	65% of purchase price
Up to 36 months old	45% of purchase price
Up to 48 months old	30% of purchase price
Up to 60 months old	20% of purchase price
Over 60 months old	0%

## 2) SKI HIRE

For €15 per day up to a maximum of €300 in all for the reasonable cost of hiring replacement **Ski Equipment** as a result of the accidental loss, theft or damage of **Your** own **Ski Equipment** during the period of Insurance.

## 3) DELAYED SKI EQUIPMENT

Up to €145 towards the cost of hiring replacement **Ski Equipment** necessities, if **Your** own **Ski Equipment** is delayed in reaching **You** on **Your** outward journey for at least 12 hours and **You** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

## YOU ARE NOT COVERED

- 1) for the first €100 of each and every incident per each insured person involved in the incident unless the excess waiver premium has been paid (not applicable to 2 and 3 above);
- 2) if **You** do not exercise reasonable care for the safety and supervision of **Your** own or **Your** hired **Ski Equipment**;
- 3) if, in the event of loss, burglary, or theft of **Your** own or **Your** hired **Ski Equipment**, **You** do not report this to the police within 48 hours, and do not obtain a written police report;
- 4) if **Your** own or **Your** hired **Ski Equipment** is lost, damaged or delayed in transit, if **You** do not:
  - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) or,
  - b) follow up in writing within 7 days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **You** are unable to obtain one immediately;
- 5) for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
- 6) for **Your** own or **Your** hired **Ski Equipment** stolen from:
  - a) an unattended vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **You**), and there is evidence of forcible and violent entry;
  - b) an unattended vehicle (other than motorcaravans) left for any period between the hours of 9pm and 9am.
- 7) for anything mentioned in the General Exclusions.

## SECTION 13 – SKI PACK

This section of cover is only applicable if the appropriate winter sports premium has been paid.

### YOU ARE COVERED

Up to €150 per week up to a maximum of €450 in all for the unused portion of **Your Ski Pack** costs paid for or contracted to be paid for before **Your** trip commenced, where **You** do not **curtail** the trip, but are certified by a **Medical Practitioner** in the resort as being unable to ski and unable to use the **Ski Pack** facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused items.

### YOU ARE NOT COVERED

- 1) for the first €100 of each and every incident per each insured person involved in the incident unless the excess waiver premium has been paid;
- 2) for claims that are not confirmed as medically necessary by the **Medical Emergency Service** and where a medical certificate has not been obtained from the attending **Medical Practitioner** abroad confirming that **You** are unable to ski and unable to use the **Ski Pack** facilities;
- 3) for anything mentioned under **YOU ARE NOT COVERED** of Section 7 – Medical Emergency Expenses;
- 4) for anything mentioned under the General Exclusions.

## **SECTION 14 – PISTE CLOSURE**

This section of cover is only applicable if the appropriate winter sports premium has been paid.

Cover is only available under this Section between 1st December to 30th April in the Northern Hemisphere, and between 1st April and 31st October in the Southern Hemisphere.

If there is a lack of snow in **Your** resort and it closes, which prevent **You** from skiing which otherwise would be possible

### **YOU ARE COVERED**

- 1) for a benefit of €15 per day towards the costs **You** have to pay to travel to another resort, up to a maximum of €450 or
- 2) for a benefit of €30 for each full day **You** are unable to ski up to a maximum of €450, if **Your** resort stays closed and there is no other resort available, for as long as these conditions exist at the resort, but not exceeding the pre-booked period of insurance of **Your** trip.

### **YOU ARE NOT COVERED**

- 1) for claims where **You** have not obtained confirmation of resort closure from the local representative;
- 2) for claims where not all skiing facilities are totally closed;
- 3) for claims where the lack of snow conditions are known or are public knowledge at the time of effecting this insurance;
- 4) for anything mentioned in the General Exclusions.

## **SECTION 15 – AVALANCHE CLOSURE**

This section of cover is only applicable if the appropriate winter sports premium has been paid.

### **YOU ARE COVERED**

Up to €250 for reasonable additional travel and accommodation expenses necessarily incurred to reach **Your** booked destination if, as a direct result of an avalanche, **Your** transfer from or to **Your** pre-booked resort is delayed.

### **YOU ARE NOT COVERED**

- 1) for anything mentioned under **YOU ARE NOT COVERED** of Section 3 – Missed Departure;
- 2) for anything mentioned in the General Exclusions.

## **SECTION 16 – CATASTROPHE**

### **YOU ARE COVERED**

Up to €725 if **You** are forced to move from **Your** pre-booked and pre-paid accommodation outside of Ireland as a result of fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, medical epidemic or local government directive which is confirmed in writing by local or national authority,

for the irrecoverable travel and accommodation costs necessarily incurred to continue with **Your** prepaid trip or, if the trip cannot be continued, for **Your** return to Ireland.

#### **YOU ARE NOT COVERED FOR**

- 1) the first €100 of each and every incident per each insured person involved in the incident unless the excess waiver premium has been paid;
- 2) any expense following **Your** disinclination to travel or to continue with **Your** trip when official directives from the local or national authority state it is acceptable to do so;
- 3) any cost or expense payable by or recoverable from the tour operator, airline, hotel or other provider of services;
- 4) anything mentioned in the General Exclusions.

### **SECTION 17 – LEGAL COSTS AND EXPENSES**

#### **YOU ARE COVERED**

If **You** die or **You** suffer physical bodily injury as a result of an accident which occurs during **Your** trip during the period of insurance and the claim has, in the opinion of the legal representative, reasonable prospects of success, **We** will take legal action in an attempt to get compensation for the death or injury by arranging the following:

- 1) **We** will appoint a legal representative, being a lawyer or other suitably qualified person, on **Your** behalf with the expertise necessary to pursue **Your** claim and to represent **You** in the legal proceedings; and
- 2) **We** will provide up to €35,000 for each insured person (but not more than €70,000 in total for all insured persons) for any fees and other disbursements reasonably incurred by the legal representatives in connection with any claim or legal proceedings, including costs and expenses of expert witnesses and costs incurred by **Us**; and
- 3) **We** will make payment of any costs, payable by **You**, following an award of costs by any court or tribunal and any costs payable following an out of court settlement, made in connection with any claim or legal proceedings; and
- 4) **We** will provide up to €1,000 for each insured person, for travel costs that have to be paid to go to a foreign court in connection with any legal action under 2) above.
- 5) If an award of compensation is made and payment is received by **You**, or by a representative instructed on **Your** behalf, then all sums advanced or paid by **Us** shall be repaid out of the compensation received.

#### **YOU ARE NOT COVERED FOR**

- 1) legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, carrier, **Us** or **Our** agents or someone **You** were travelling with.
- 2) legal costs and expenses incurred prior to **Our** written acceptance of the case.
- 3) any claims notified to **Us** more than 30 days after the date of the incident giving rise to such claim.
- 4) any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
- 5) any claim where **You** are insured for legal costs and expenses under any other insurance policy.
- 6) any claim where legal costs and expenses are based directly or indirectly on the amount of compensation awarded (for example a Contingency Fee Agreement or Damages Based Agreement).
- 7) legal costs and expenses incurred in any claim which is capable of being pursued under a Conditional Fee Agreement or a Damages Based Agreement.
- 8) any appeal costs.
- 9) legal costs and expenses incurred if an action is brought in more than one country.
- 10) any claim where in **Our** opinion there is insufficient prospect of success in obtaining a reasonable benefit; outcome.



- 11) any increased costs, court fines and penalties arising from any delay or default by **You** which, in **Our** view, affect the conduct of **Your** claim or hinder **Us**.
- 12) any legal costs resulting from criminal proceedings.
- 13) any costs for claims between insured persons or family members.
- 14) anything mentioned in the General Exclusions.

### Conditions

- 1) **You** must obtain as much information as possible, including police reports, witness details and any photograph and contact **Us** within 30 days of the incident.
- 2) **We** shall have absolute discretion in considering whether the claim has reasonable prospects of success.
- 3) **We** shall have complete control over the legal proceedings and the appointment and control of the legal representative.
- 4) **You** must take all reasonable steps to minimise the amount **We** have to pay under this policy and follow the legal representative's advice and provide any information and assistance required. Failure to do so will entitle **Us** to withdraw cover.
- 5) **We** must have access to any and all of the legal representative's file of papers.
- 6) **We** may at **Our** own expense, take proceedings in **Your** name to recover compensation from any third party in respect of any indemnity paid under this policy. **You** must give such assistance as **We** shall reasonably require and any amount recovered shall belong to **Us**.

### GOLF COVER

Sections 18 to 20 are only applicable where the appropriate golf premium has been paid.

### SECTION 18 – LOSS OF GREEN FEES

#### YOU ARE COVERED

Up to €75 per day up to a maximum of €300 in all for the unused portion of **Your** Green Fees costs paid for or contracted to be paid for before **Your** trip commenced, where **You** do not **curtail** the trip, but are certified by a **Medical Practitioner** as being unable to golf and use the golf facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused green fees.

#### YOU ARE NOT COVERED

- 1) for claims that are not confirmed as medically necessary by the **Medical Emergency Service** and where a medical certificate has not been obtained from the attending **Medical Practitioner** abroad confirming that **You** are unable to golf and unable to use the golf facilities;
- 2) for anything mentioned under **YOU ARE NOT COVERED** of Section 6– Medical Emergency Expenses;
- 3) for anything mentioned in General Exclusions.

### SECTION 19 – LOSS AND HIRE OF GOLF EQUIPMENT

#### YOU ARE COVERED

#### A. LOSS OF GOLF EQUIPMENT

Up to €1,500 for the value or repair of **Your** own **golf equipment** (after making proper allowance for wear, tear and depreciation) or hired golf equipment, if they are lost, stolen or damaged during **Your** trip, limited to €300 for any one item.

## B. HIRE OF GOLF EQUIPMENT

For €50 per day up to a maximum of €300 for the reasonable cost of hiring replacement **golf equipment** as a result of the accidental loss, theft or damage of **Your own golf equipment** during the period of insurance.

## C. DELAYED GOLF EQUIPMENT

Up to a maximum of €150 towards the cost of hiring replacement **golf equipment** necessities, if **Your own golf equipment** is delayed in reaching **You** on **Your** outward journey for at least 12 hours and **You** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

## YOU ARE NOT COVERED

- 1) for the first €100 of each and every incident per each insured person involved in the incident unless the excess waiver premium has been paid (not applicable to B) and C) above;
- 2) if **You** do not exercise reasonable care for the safety and supervision of **Your own** or **Your** hired golf equipment;
- 3) if, in the event of loss, burglary, or theft of **Your own** or **Your** hired golf equipment, **You** do not report this to the police within 48 hours, and do not obtain a written police report;
- 4) if **Your own** or **Your** hired **golf equipment** is lost or damaged in transit, if **You** do not:
  - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report, in the case of an airline) or,
  - b) follow up in writing within 7 days to obtain a written carriers report (or Property Irregularity Report in the case of an airline), if **You** are unable to obtain one immediately.
- 5) for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
- 6) for **Your own** or **Your** hired **golf equipment** stolen from:
  - a) an unattended vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **You**), and there is evidence of forcible and violent entry;
  - b) an unattended vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
- 7) for anything mentioned in the general exclusions.

## SECTION 20 – HOLE IN ONE

### YOU ARE COVERED

For a benefit of €75 if **You** complete a hole in one stroke gross (i.e. exclusive of handicap) during any organised game on any golf course. NOTE – This benefit of €75 will only be payable once in any game.

### YOU ARE NOT COVERED

- 1) if **You** do not produce written confirmation from the secretary of the club, stating that the hole in one has been performed to the satisfaction of the club, together with the original score card fully completed and duly signed;
- 2) for anything mentioned in the general exclusions.

## SECTION 21 – ASH CLOUD DELAYED DEPARTURE

This section is only applicable where the appropriate Ash Cloud cover premium has been paid

### YOU ARE COVERED

If any part of **Your** outward, onward or return journeys are delayed, cancelled, cut short or extended as a result of Ash Cloud, **We** will provide cover up to the amount shown below as follows:

#### **A. CANCELLATION COSTS**

Up to €1,750 for any non-refundable unused travel, accommodation and holiday services which **You** have paid or are contracted to pay if the **Public Transport** on which **You** are booked to travel is cancelled and **You** are unable to use **Your** travel, accommodation or holiday services.

#### **B. ADDITIONAL EXPENSES**

Up to €175 per day up to a total of €1,750 for any reasonable additional accommodation (room only) and transport expenses necessarily incurred, up to the standard of **Your** original booking, in reaching **Your** booked destination at any stage of **Your** trip, including **Your** return **home**, if

- (i) the **Public Transport** on which **You** are booked to travel is delayed for more than 24 hours and no reasonable alternative is offered by the transport company to allow **You** to reach **Your** destination; or
- (ii) the **Public Transport** on which **You** are booked to travel is cancelled and an alternative is not provided to **You** within 24 hours or, in the case of connecting transport, not provided within a timeframe that allows **You** to continue with **Your** original itinerary.

#### **C. REPLACEMENT ACCOMODATION**

Up to €175 per day up to a total of €1,750 for reimbursement of additional accommodation (room only) costs due to circumstances outside of **Your** control.

#### **D.**

€30 for each full 12 hours of delay and €15 for each full 12 hours thereafter up to a maximum of €150, if the **Public Transport** on which **You** are booked to travel is delayed or cancelled at any international departure point from or to Ireland, provided **You** have checked in at the airport or, if **You** have checked in online, **You** have already travelled to the airport, and eventually continue with the trip. This benefit is provided to assist with miscellaneous expenses that **You** incur when delayed at the airport such as food, drink and telephone expenses.

PLEASE NOTE THAT IF **YOU** RECOVER **YOUR** COSTS FOR ANY PREBOOKED ELEMENTS OF **YOUR** ORIGINAL ITINERARY, **WE** WILL THEN ONLY CONSIDER COVER FOR THE DIFFERENCE IN VALUE OF ANY ADDITIONAL COSTS THAT **YOU** INCUR DURING THOSE ORIGINAL TRIP DATES.

This condition does not apply to costs that **You** incur after **Your** original trip end date where **You** have to extend **Your** trip for any of the covered reasons identified under sub-sections a) to d) above.

Special note regarding claims arising from volcanic ash clouds: **We** will consider claims arising from volcanic ash clouds produced by volcanic eruptions that would usually be excluded under point 4 below, subject to those claims occurring more than 28 days after the start date of this insurance or of **You** booking the trip, whichever is later.

#### **YOU ARE NOT COVERED**

- 1) The first €100 of each and every claim per incident per person (except claims under sub-section d).
- 2) Travel tickets paid for using any airline mileage reward scheme or other reward point's scheme.
- 3) Accommodation costs paid for using any Timeshare, Holiday Property Bond or other reward point's scheme.
- 4) Any circumstance existing or being publicly announced on or before the date **You** purchased this insurance or at the time of booking any trip, (whichever is later), before **You** had started **Your** trip.

- 5) Any costs incurred by **You** which are recoverable from a tour operator, **Public Transport** operator, accommodation provider, holiday services provider or any other source, or for which **You** receive or are expected to receive compensation or other assistance.
- 6) Any accommodation costs, charges and other expenses where the **Public Transport** operator has offered reasonable alternative travel arrangements or accommodation.
- 7) Any costs for normal day to day living such as food and drink.
- 8) Anything covered under the main Travel Insurance policy being purchased with this cover.
- 9) Any travel or accommodation expenses **You** would normally incur.
- 10) Any costs if **You** have made **Your** own arrangements prior to incurring a 24 hour delay.
- 11) Any costs if **You** do not take the first available means of transport to get to **Your** destination or **home** or any unreasonable or unnecessary costs to get **You** to **Your** destination or **home**.
- 12) Any claims arising from the losses directly arising from the insolvency or financial failure of a tour operator, **Public Transport** provider or holiday services provider.
13. Anything mentioned in the General exclusions

### **Special conditions relating to claims**

- 1) If **You** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **You** find out it is necessary to cancel the trip, the amount **We** will pay will be limited to the cancellation charges that would have otherwise applied.
- 2) **You** must obtain (at **Your** own expense) written confirmation from the provider of the accommodation (or their administrators), the local police or other relevant authority that **You** could not use **Your** pre-booked accommodation and the reason for this.
- 3) **You** must give notice as soon as possible to **Us** of any circumstances making it necessary for **You** to return **home** and before any arrangements are made for **Your** repatriation.
- 4) **You** must obtain (at **Your** own expense) written confirmation from the **Public Transport** operator (or their handling agents) of the cancellation, number of hours of delay or denied boarding and the reason for these together with details of any alternative transport offered.
- 5) **You** must comply with the terms of contract of the **Public Transport** operator and seek financial compensation, assistance or a refund of **Your** ticket and any other expenses from them in accordance with such terms and/or (where applicable) **Your** rights under EU Air Passengers Rights legislation in the event of denied boarding, cancellation or long delay of flights. Details of **Your** rights can be downloaded from: [http://europa.eu/Youreurope/citizens/travel/passenger-rights/air/index\\_en.htm](http://europa.eu/Youreurope/citizens/travel/passenger-rights/air/index_en.htm)

## **GENERAL EXCLUSIONS**

### **YOU ARE NOT COVERED FOR**

Anything directly or indirectly caused by:

- 1) **Your** suicide or attempted suicide, deliberately injuring Yourself, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism, drug addiction, solvent abuse, self-exposure to needless danger (unless **You** are trying to save someone's life);
- 2) **You** or any insured person climbing, jumping or diving from any object of a height more than 5 metres (unless **Your** life is in danger or **You** are trying to save someone's life);
- 3) any loss where at the time of taking out this insurance or at the time of booking each trip:
  - a) **You** or any person insured under this policy:
    - i) has been put on a waiting list for which they are still awaiting inpatient or outpatient treatment or investigation by a hospital department; or
    - ii) has received treatment as a hospital inpatient or outpatient, or been under the care of a specialist consultant within the past 12 months; or
    - iii) has been diagnosed with a terminal illness or treated for a malignant condition or any type of cancer; or

- iv) has been treated for any breathing problem that has required steroid or nebulized drugs in the past two years; or
  - v) has ever been treated for a heart related problem (including angina but with the exception of high blood pressure in isolation) which has involved surgery or regular treatment with any kind of medication; or
  - vi) has suffered a stroke or required treatment for a circulatory condition which has involved surgery treatment with any kind of medication; or
  - vii) has previously been diagnosed as suffering from any psychological or psychiatric disorder, including but not limited to anxiety, stress or depression; or
  - viii) has ever received any organ transplant, or are currently on renal dialysis.
  - ix) has a Medical Condition for which they are aware of but have not had a diagnosis
- 4) professional or organised sports, winter sports (unless the appropriate premium has been paid), racing, speed or endurance tests, scuba diving to a depth greater than 30 metres or diving without a qualified diving instructor, sports and activities (except as mentioned on pages 7 to 14);
- 5) air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
- 6) air travel within 24 hours of scuba diving;
- 7) bankruptcy/liquidation of any tour operator, travel agent or transportation company;
- 8) any other loss connected to the event **You** are claiming for unless **We** specifically provide cover under this policy;
- 9) any claim arising from sexually transmitted infections;
- 10) a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power
- i) this exclusion will not apply to Section 5 – **Personal Accident**, Section 6 – Medical Emergency Expenses or Section 7 – Medical Inconvenience Benefit, provided that the Insured Person suffering **Personal Accident** injury or illness has not participated in or conspired in such activities.
- b) any act of terrorism not involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents:
- i) this exclusion will not apply to Section 5 – **Personal Accident**, Section 6-Medical Emergency Expenses or Section 7– Medical Inconvenience Benefit, provided that the Insured Person suffering **Personal Accident** injury or illness has not participated in or conspired in such activities.
  - ii) provided also that in the event of benefit being payable the maximum payable in respect of any one claim or series of claims arising from a single act of terrorism or series of acts of terrorism occurring within a 72 hour period is €3,750,000 in the aggregate.
- c) any act of terrorism involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents;
- An act of terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of person(s), whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear;
- d) any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a), b) or c) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in a), b) or c) above;

**You** are responsible for proving why this Exclusion, in whole or in part, should not be applied. If any portion of this Exclusion is found to be invalid or unenforceable, the remainder of it will remain in force and effect;

11) loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to by or arising from:

a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;

b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;

c) pressure waves from aircraft and other flying objects travelling faster than the speed of sound.

12) **You** riding on a motorcycle or any mechanically assisted cycle with an engine capacity in excess of 125cc and in any event if **You** fail to wear a crash helmet;

13) **You** driving a motor vehicle or riding a motorcycle or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy;

14) the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **Your** admittance into hospital;

15) mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing;

16) **Your** manual work or hazardous occupation of any kind; 17) taking part in dangerous expeditions or the crewing of a vessel outside European waters;

18) any payment which **You** would normally have made during **Your** travels, if nothing had gone wrong;

19) failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under Section 5 – **Personal Accident**, Section 6 – Medical Emergency Expenses and Section 7 – Medical Inconvenience Benefit);

20) off-piste skiing except whilst under the supervision of a qualified guide/instructor;

21) ski jumping, mono skiing, ice hockey, the use of skeletons or bobsleighs;

22) ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events;

23) any loss, damage cost or expense of any nature if cover is specifically provided by any other insurance policy;

24) **Your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office or the World Health Organisation, has advised the public not to travel.

25) We will not cover any claims caused by or relating to Coronavirus disease (COVID-19) or severe acute respiratory syndrome coronavirus (SARS-COV-2) or any mutation or variation of these. Nor will we cover any claims relating to any fear or threat concerning these viruses. This general exclusion applies to all sections of cover apart from Section 1 (Cancellation) subsections 2) and 3); Section 2 (Curtailed) subsections 2) and 3); and Section 6 (Medical Emergency Expenses) provided that **You** are not travelling to a country or specific area or event to which the Travel Advice Unit of the Department of Foreign Affairs (DFA) [www.dfa.ie/travel/travel-advice](http://www.dfa.ie/travel/travel-advice) or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel.

26) any claim which arises directly or indirectly from **You** not being allowed to board a flight, train, sea vessel, coach or bus for any reason whatsoever.

27) Claims arising from circumstances known to **You** at the latter of:

-applying for this insurance or

-at any time prior to the commencement of the Period of Insurance or

-booking **Your** Trip or

-the commencement of any Trip,

or claims arising as a result of a material fact or facts, which have not been disclosed to Us prior to the latter of

- the commencement of the Period of Insurance or
- booking Your Trip or
- the commencement of any Trip

## CONDITIONS

1. No payment will be made under Sections 1, 2, 5, 6, 7, 13 or 18 without appropriate medical certification.
2. If **We** require any medical certificates, information, evidence and receipts, these must be obtained by **You** at **Your** expense.
3. In the event of a claim, if **We** require a medical examination **You** must agree to this and in the event of death **We** are entitled to a post mortem examination both at **Our** expense.
4. **You** must take all reasonable steps to recover any lost or stolen article.
5. If any claim is found to be fraudulent in any way this policy will not apply and all claims will be forfeited.
6. The original validation certificate must be produced before any claim is paid.
7. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **Us**.
8. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **Your** name for **Our** benefit against any other party.
9. **We** may at any time pay to **You** **Our** full liability under the policy after which no further payments will be made in any respect.
10. At the time of purchasing this insurance **You** will have had to tick to confirm **You** agree to the statements. If any of these statements apply to **You** this could lead to **Your** policy being invalid and all claims will be forfeited. These include but are not limited to statements about **Your** state of health or that of an **Immediate Relative** or any planned sports and activities. If there are any changes prior to departure **You** must notify **Us** of this change.
11. If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expenses or liability **We** will not pay more than **Our** proportional share (not applicable to the **Personal Accident** section).

## HOW TO MAKE A COMPLAINT

**We** are committed to treating **Our** customers fairly. However, **We** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell **Us** **Your** name and **Your** claim number or policy number and the reason for **Your** complaint. **We** may record phone calls.

For complaints about the settlement of a claim or the claims handling service **You** should contact:  
MAPFRE ASSISTANCE Agency Ireland  
Travel Claims Department  
22-26 Prospect Hill  
Galway  
Ireland  
091 501671

If **Your** complaint relates to a customer service, site related issue or any other type of complaint (excluding any complaint regarding a claim) please contact:

Managing Director  
Justcover Ltd  
5 Castleknock Woods  
Dublin 15  
Ireland  
Phone: (01) 440 4367  
Email: info@justcover.ie

### **The Financial Services and Pensions Ombudsman (Ombudsman)**

If **You** are not happy with **Our** final decision **You** may be able to pass **Your** complaint The Financial Services and Pensions Ombudsman (Ombudsman) who is an independent organisation and will review **Your** case.

The address is:

The Financial Services and Pensions Ombudsman,  
Lincoln House,  
Lincoln Place,  
Dublin 2,  
D02 VH29  
Phone: +353 1 567 7000  
Email: info@fspoi.ie  
Website: [www.fspoi.ie](http://www.fspoi.ie)

As **Your** complaint relates to insurance purchased from **Us** via electronic means, **You** are also able to use the EC On-line Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>  
Please register **Your** complaint using the following email account: ieodr@mapfre.com  
If **You** take any of the action mentioned above, it will not affect **Your** right to take legal action.

## **DATA PROTECTION**

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

This means any information obtained from **You** in connection with this policy provided to **You** by **Us** (or **Our** subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation.

**We** use **Your** personal data in the following ways:

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

Where **You** have given **Your** consent, **We** may share some of **Your** personal information with **Our** partner companies or companies within **Our** group so that they can provide **You** with information



about other products, services and promotions that may be of interest to **You** by letter, telephone, SMS or e-mail.

**We** will only disclose **Your** personal information to third parties if:

- it is necessary for the performance of **Your** policy of insurance with **Us**;
- **You** have given **Your** consent, including marketing consent; or
- such disclosure is required or permitted by law.

**You** can change **Your** mind about **Your** marketing consent at any time by contacting **Our** Data Protection Officer, Jon Farrow Address: 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

Telephone: +44 (0) 1179 308926 Email: [dpo@mapfre.co.uk](mailto:dpo@mapfre.co.uk)

**We** disclose **Your** personal information to third parties where:

- it is necessary for the performance of **Your** insurance policy;
- if **You** have given **Your** consent; or
- if such disclosure is required or permitted by law.

**We** deal with third parties that **We** trust to treat **Our** customers' personal information with the same stringent controls that **We** apply ourselves.

Some of the personal information required from **You** is sensitive information such as details of any current or past medical conditions for **You** and **Your** fellow travellers on the policy. This is a 'special category of information' under Data Protection legislation. **We** will not use sensitive information about **You** except for the specific purpose for which **You** provide it including enabling **Us** to quote for **Your** policy cover, to confirm policy cover and to provide the services described in the policy. **You** must ensure that **You** only provide sensitive information about other people identified on the insurance policy where **You** have their consent or the legal right to disclose their personal information, including their sensitive personal information.

To assist with fraud prevention and detection **We** may:

- share information about **You** across **Our** group, with other insurers and, where **We** are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies
- pass **Your** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers
- check **Your** details with fraud prevention agencies and, if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this with the fraud prevention agency and other organisations may also use and search these records to:
  - a) help make decisions about credit and credit related services for **You** and members of **Your** household;
  - b) help make decisions on motor, household, credit, life and other insurance proposals and claims for **You** and members of **Your** household;
  - c) trace debtors, recover debt, prevent fraud and to manage **Your** insurance policies;
  - d) check **Your** identity to prevent **Money** laundering;
  - e) undertake credit searches and additional fraud searches.

**You** are entitled on request to receive a copy of the personal information **We** hold about **You**. This will be information that **You** have given **Us** during **Your** policy. **We** do not hold any information relating to **Your** credit status. If **You** would like a copy of **Your** information, please contact **Our** Data Protection Officer, Jon Farrow

Address: 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA  
Telephone: +44 (0) 1179 308926  
Email: [dpo@mapfre.co.uk](mailto:dpo@mapfre.co.uk)

**We** are hereby released from any liability for any claim if **You** refuse disclosure of the data to a third party, which in turn prevents **Us** from providing cover under this policy.

**You** agree **We** will store the Personal Data according to Data Protection legislation.

**You** agree that if **You** travel outside the European Economic Area (“EEA”), it may be necessary for **Us** to transfer **Your** data outside of the EEA in order to fulfil **Our** obligations to **You** in the provision of the services under the terms of this policy. The fulfilment of **Our** obligations may include sharing **Your** data with **Our** service providers whom **We** may engage to ensure the provision of those services to **You**. **We** undertake not to transfer **Your** data outside of the EEA or share **Your** data with **Our** service providers for any other reason than the fulfilment of **Our** obligations under the terms of this policy. **You** have provided **Your** consent for such transfer and sharing of data. Further details of how data is shared outside the EEA can be found in **Our** Privacy policy on **Our** website.

**We** keep records of any transactions **You** enter with **Us** or **Our** partner companies for up to six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with **Our** legal and regulatory requirements.

**We** may keep other personal information about **You** if it is necessary for **Us** to do so to comply with the law