

ACE Traveller Insurance Policy Document

Insurer:

ACE European Group Limited trading as ACE Europe and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules.

Registered branch in Ireland no. 904967 at 5 George's Dock, IFSC, Dublin 1. ACE European Group Limited (company number 1112892) is registered in England and Wales with registered offices at 100 Leadenhall Street, London EC3A 3BP.

ACE European Group Limited is a subsidiary of a US parent and ACE Limited, a NYSE listed company. Consequently, ACE European Group Limited is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Iran, Syria, North Korea, North Sudan and Cuba.

Customer Service and Claims Centre, ACE Travel Insurance, OSG, Merrion Hall, Strand Road, Sandymount, Dublin 4 Ireland. Telephone: 1800 200 035 or +353 (0)1 440 1765; ace.travelIR@acegroup.com; On-

line: www.acetravellerinsurance.ie

ACE Traveller Insurance

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

This is **Your** Traveller Insurance Policy which, together with **Your** Policy Schedule and the information supplied in **Your** application, is a contract between **You** and **ACE**.

In return for payment of the premium, ACE agrees to insure You during the Period of Insurance in the manner and to the extent provided, and subject to the Policy Terms, Conditions and Exclusions.

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

If **You** have any questions please call **ACE** on 1800 200 035 from within **Ireland** or +353 (0)1 440 1765 from outside **Ireland** or e-mail: ace.travelIR@acegroup.com.

James Duncan Authorised Official

For ACE European Group Limited

Reciprocal Health Agreements

EEA

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

Department of Health and Children Hawkins House, Hawkins Street Dublin 2 Ireland

Tel: 01 6354001

www.dohc.ie

Further information can be obtained on the government information website http://www.citizensinformation.ie/en/under the section Travel and Recreation – Travel Abroad

Australia

If **You** intend travelling to *Australia* and **You** are an **Irish** passport holder or otherwise eligible, **You** MUST register with Medicare if **You** require medical treatment there. (**You** can do this on arrival or after **You** have had treatment. Some treatment charges may be partially refunded by the Medicare scheme and **You** should try to make **Your** claim while **You** are still in the country). If **You** do not, **ACE** may reject **Your** claim or reduce the amount **ACE** pay **You**.

Rest of the World

If **You** are travelling to a country *outside the European Economic Area or Australia*, **You** may also be able to claim back some or all of the costs of any medical treatment **You** require. Please contact the Department of Health (details above) to find out more.

Travel Advice Unit of the Department of Foreign Affairs

The Travel Advice Unit of the Department of Foreign Affairs and the World Health Organisation (WHO) periodically issue guidelines about locations around the world and whether it is advisable to travel to, or within, such locations.

The **Person Insured** is strongly advised to contact the DFA's before travelling. Their contact details are;

Department of Foreign Affairs 80 St. Stephens Green

Dublin 2

Telephone: (01) 4780822 www.dfa.ie/home

THE INFORMATION YOU PROVIDE

- ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to ACE.
- ii. The information **You** provided when **You** took out **Your** Policy, together with other information **You** provide at any later date, will be used by **ACE** and its group companies to help them meet **Your** needs including supplying **You** with products and services **You** have requested, initially or at any later date, supplying **You** with information about additional products and services and improving their products and services, and the operations of the Web Site. **ACE** may disclose **Your** information to their service providers and agents for these purposes as well as any agents **You** have appointed to act on **Your** behalf. For these purposes **ACE** may, if necessary transfer **Your** information **Abroad** to countries which do not have the same level of data protection as **Ireland**. If **ACE** does make such a transfer, **ACE** will take reasonable steps to ensure that **Your** information is protected.
- iii. The information **You** provide may also be used for the purpose of fraud prevention including passing details to other insurers and regulatory bodies.
- iv. ACE may share information with a third party claims administrator to process and administer Your Claim.
- v. Where **You** have provided information about another person in connection with the purchase and performance of this insurance Policy **You** confirm that they have appointed **You** to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information **Abroad**. **You** also agree to receive on their behalf any data protection notices from **ACE**.

ACE may:

i. If You have given ACE permission, contact You by mail, telephone or e-mail to let You know about any goods services or promotions that may be of interest to You and/or share Your information with organisations that are ACE's business partners.

You have the right to withdraw Your consent at any time and have Your details removed from future marketing programmes. It will help ACE if You provide Your full name, postal address, and insurance Policy. Please allow 40 days if You wish to have Your name removed from marketing programmes for Your request to become effective.

Please phone on 1800 200035 or +353 (0)1 440 1765, alternatively $\bf You$ can write to:

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

- ii. Monitor and/or record **Your** communication with them either itself or by reputable organisations selected by ACE, to ensure consistent servicing levels and account operation.
 - a) It may be necessary for **You** to provide additional information including sensitive personal data, for example details relating to **Your** health, in order that **ACE** can assess and pay any **Claims**.
 - b) ACE may only obtain this information or ask third parties such as independent medical examiners to obtain this information with Your express prior consent. By submitting a Claim You are expressly consenting to ACE obtaining and using such information to enable ACE to assess and pay such Claim.
 - ACE will not disclose any Claims details to any other third party without written permission from the Policyholder and/or claimant.
 - d) **ACE** will keep information about **You** only for so long as it is appropriate.
 - e) In accordance with **Your** Subject Access rights, if **You** ask, **ACE** will tell **You** what information **ACE** holds about **You** and provide it to **You** in accordance with applicable law. Any information which is found to be incorrect will be corrected promptly.

PARTI

Chronic

Doctor

Due To

Excess

1.1 DEFINITIONS

The following words and phrases will always have the same special meaning wherever they appear in the Policy in bold type and starting with a capital letter. Additional Definitions appear in Sections 3, 6, 7 and 11.

Word/Phrase	Special Meaning
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€	Euro(s)
~	Eu10(5)

Abroad outside Ireland.

Accident sudden identifiable violent external event that happens by chance and which could

not be expected; or unavoidable exposure to severe weather conditions.

ACE; ACE's ACE European Group Limited; of or pertaining to ACE European Group Limited.

ACE Assistance a) the telephone advice, information and counselling services; and or

b) the travel assistance and emergency medical and repatriation services,.

Arranged by ACE.

Cancellation Costscosts for unused travel and/or accommodation which **You** have paid or are contracted to pay and which cannot be recovered from any other source.

a Chronic condition is a condition that, based on current medical understanding, can

be treated but not cured.

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

Curtailment Costsreasonable additional travel and accommodation costs necessarily incurred in returning a **Person Insured** home provided that:

 a) such travel is of a standard no greater than the class of transport on the outbound journey; and

 the standard of accommodation is not superior to that of the Journey.

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

i. a **Person Insured**; or

ii. a relative of a **Person Insured** unless approved by **ACE**.

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

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

a) Cancellation, Curtailment and Rearrangement, *Personal Property, Money*, Catastrophe

b) Medical and Additional Expenses (other than those below) €100

i. resulting from **Hazardous Activities** €250

ii. resulting from Extreme Activities €500

iii. resulting from injury or illness other than i. or ii. above €100

General Sports and Recreational Activities

Abseiling*, Aquathlon, Archery**, Arm Wrestling, Badminton, Bankshot Basketball, Basketball, Beach Basketball, Biathle, Body Boarding, Bocce, Boomerang**, Bowls, Canoeing (inland excluding white water), Carriage or Hay or Sleigh Rides, Clay Pigeon Shooting***, Cricket**, Croquet, Curling, Cycling (not competitive or mountain), Deep Sea Fishing (not commercial or competition), Dinghy Sailing, Dragon Boating, Dressage, Dry Skiing, Duathlon, Elephant Riding (less than 2 days), Farm Holiday, Farm Work (not involving machinery), Hot Air Ballooning, Fell Running, Fell Walking, Fishing, Flying Discs, Football (Association)**, Footbag (hacky sack), Go Karting**, Golf**, Gliding with an Instructor, or qualified***, Hammer**, Handball, Heptathlon, Hiking (under 1,000 metres no guides or ropes), Horse Riding* (helmet must be worn), In Line Skating, Javelin**, Jetskiing**, Kayak Polo, Kayaking (inland excluding white water), Korfball, Lacrosse, Land Sailing, Lapland Trip, Laser Games, Long Jump, Marathon Running, Maxi-Basketball, Mini-Basketball, Motor Rallies (excluding racing)***, Mountain Biking (on road), Netball,

€100

Orienteering, Paddleball, Paintballing**, Parascending (over water), Pony Trekking, Race Walking, Racquetball, Rafting (Not White Water), Rambling, Roller Skating, Rollerblading, Rounders, Rowing, Running, Safaris/ Gorilla Tours (organised only), Sail Boarding, Sailing (inland/coastal only), Shot Put, Snorkelling, Soccer, Softball, Squash, Streetball, Swimming, Table Tennis, Team Handball, Tennis, Trekking on foot not in remote or mountainous areas), Triathlon, Triple Jump, Tug of War, Twirling, Underwater Hockey, Volleyball, Water Polo, Water Skiing**, Wheelchair Racing, Windsurfing, Yachting (inside territorial waters).

Hazardous Activities

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

Extreme Activities

N.B. There is no cover under the Policy for Coaches of Extreme Activities other than Rugby Union/League.

3-Day-Eventing*, All -Terrain Boarding, Arctic Winter Games, ATV Racing, Barrel Racing, Biathlon, Bobsledding, Bobsleigh, Boxing**, Campdrafting*, Canopying (organised groups only), Climbing to 4,500M, Cross Country Skiing, Dog Sledding, Endurance Horse Riding, Figure Skating, Football (American)**, Football (Australian)**, Football (Gaelic), Freestyle Skiing, Glacier Skiing, Gymkhana, Heli Skiing, Hurling, Ice Hockey, Ice Skating, Kitesailing, Kitesurfing, Land Luge*, Luge*, Monoskiing, Mountainboarding, Mounted Orienteering, Nordic Skiing, Parachuting (solo or tandem but not base jumping)*, Paragliding (over land)*, Parapenting (over land)*, Power Kiting, Rock Climbing (organised tours only), Rugby Union/League, Sandboarding, Scuba Diving to 40 metres (PADI or equivalent Qualified or under supervision), Shinty, Show Jumping, Skeleton*, Ski Acrobatics*, Ski Stunting*, Ski Training/Racing*, Ski Bob**, Ski Doos (supervised), Skiing, Skydiving*, Sledding, Snow Biking***, Snowboarding, Snowmobiles (supervised), Snowshoeing, Snowsurfing, Soaring, Speed Skating*, Tobogganing, Vaulting, Wakeboarding, Watercross, Winter Triathlon, Zorbing *.

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

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

IMPORTANT: YOU MUST WEAR THE RECOMMENDED/RECOGNISED SAFETY EQUIPMENT, AND FOLLOW ANY SAFETY PROCEDURES, RULES AND REGULATIONS THAT THE COMPANY PROVIDING YOUR ACTIVITY OPERATES. IF YOU DO NOT DO THIS, ACE MAY REJECT YOUR CLAIM (SEE PART 4.2 GENERAL CONDITION E.) PARTICIPATION IN ANY ACTIVITY LISTED ABOVE MUST BE INCIDENTAL TO THE MAIN PURPOSE OF THE TRIP, AND THAT ACTIVITY MUST NOT BE THE MAIN FOCUS, OR A SIGNIFICANT PROPORTION OF, THAT TRIP.

Hijack

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

Hijackers

the perpetrators of Hijack

Ireland; Irish

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

Journey

trip Abroad, devoted to leisure, rest and relaxation or Work, where travel begins

and ends in Ireland.

OSG

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

Partner

- i. Your spouse; or
- Your civil partner registered pursuant to the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010; or
- iii. Your cohabiting partner (as defined in the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010) i.e. an adult of the same or opposite sex who has lived with You in an intimate relationship for five years, or for two years where there is a child or children of the relationship; or
- iv. someone of either sex with whom **You** have been living for at least three months as though they were **your** spouse or civil partner.

Period of Insurance

period of cover as shown on the Policy Schedule commencing at 00.01 or any later time the Policy Schedule is issued on the earlier date shown and finishing at 24.00 on the final day of the period shown as For up to: or on the date of return to **Ireland** (other than under Part 1.4C below), whichever is earlier.

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

Public Conveyance

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

Rearrangement Costs

reasonable additional travel and accommodation costs necessarily incurred in returning a **Person Insured** home provided that:

- such travel is of a standard no greater than the class of transport on the outbound journey; and
- the standard of accommodation is not superior to that of the Journey.

Specially Designated List

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

War

armed conflict between nations, invasion, act of foreign enemy, civil war, rebellion, revolution, insurrection or military or usurped power.

Work

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

All non-manual work

Any professional, clerical or administrative work

All Study

Any study course or programme

Childcare

Au pair Nanny Child minder

Education

Classroom Teacher Classroom or Laboratory assistant Field work Research

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

dependent on You being able to work in entertainment)

Musician and singer Comedian Children's Entertainer

Farming and Agriculture

Farm work (not involving the use of machinery) Fruit picking (not involving the use of machinery)

Food and drink

Chef Kitchen assistant Bar work Waiting / waitressing

Health and beauty

Gym, fitness, or dance instructor Hairdresser Beautician / body treatments Reflexology / aromatherapy Physiotherapy

Sports and activities

Sports coach (all General Sports and Recreational Activities, Hazardous Activities other than scuba diving, and rugby) – (not covered if Your livelihood currently or after Your Journey is dependent on You being able to participate in sport)

Trekking guide (excluding the use of ropes and other climbing equipment)

Guides or Tour leaders Representatives Salesmen / saleswomen Interpreters Counsellors Museum worker Summer camp worker National and/or theme park worker

Vocational

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

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

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

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

Other occupations

Photographer (studio only)
Artist
Cleaner (domestic and light work only)

Market researcher (including surveys and census-taking)

World Regions:

Australia

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

Europe

Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, the Channel Islands (unless **You** are resident in the Channel Islands), Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Isle of Man, Italy Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Northern and Southern Cyprus), Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), San Marino, Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom and Vatican City. Albania, although in Europe, is excluded. If **You** wish to visit Albania **You** need to choose Worldwide cover.

Worldwide Excluding USA, Canada & the Caribbean

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

Worldwide

anywhere in the world.

1.2 JOURNEYS COVERED

This Traveller Insurance Policy covers a single Journey only, during the Period of Insurance.

1.3 PERSONS INSURED

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

You must be:

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

1.4 WHEN COVER OPERATES FOR A JOURNEY

- i. Insurance cover for Cancellation under **Part III Section 1 Cancellation, Curtailment and Rearrangement** begins when a **Journey** is booked, if this Policy is in force at the time of booking, or when **You** purchase this Policy.
- ii. Insurance cover under all other Sections operates for a **Journey** that takes place during the **Period of Insurance** and includes travel directly to and from **Your** home provided the return home is completed within 24 hours of return to **Ireland**.
- iii. If **Your** return from a Journey is unavoidably delayed Due To a Claim, **You** will continue to be covered without any additional premium for the period of the delay.
- iv. If You want to return to Ireland during Your Journey for any reason that is not Due To a Claim, cover under this Policy, other than under Part III Section 1. Cancellation, Curtailment and Rearrangement, will be suspended from the time that You arrive at Your destination in Ireland, or 24 hours after You arrive in Ireland, whichever is earlier. Cover under all Sections will resume when You leave Your final destination in Ireland to return to Your temporary place of residence Abroad.
 - Please note: You will not be covered for any costs incurred in returning to **Ireland** or to **Your** temporary place of residence **Abroad**.
- v. If there is a change to this Policy it will begin on the Effective From date shown on the subsequent Policy Schedule that is issued to record the change in cover. If there is a change to this Policy it will begin on the Effective From date shown on the subsequent Policy Schedule that is issued to record the change in cover.
- vi. Dates refer to Local Standard Time at Your address as shown in the Policy Schedule.

1.5 CLAIMS CONDITIONS

ACE has the right to refuse to pay any Claim if

- A. at the time **You** applied for this **Policy**, **You** were unable to make the statements we asked **You** to make, and which appear in **Your** Policy Schedule under the Section entitled "**Your** declaration to us"; or
- B. the **Claim** is **Due to** any reason specified as not being covered in **Your** Policy Schedule under the Section entitled "**Your** declaration to us".

1.6 MAKING A CLAIM

Contact
PHONE: +353 (0)1 440 1762
Please use the Medical Emergency Service (part of the cover provided under Part III Section 5 MEDICAL AND ADDITIONAL EXPENSES). Contacting ACE first may delay treatment.
ACE Travel Insurance Claims OSG Merrion Hall, Strand Road, Sandymount, Dublin 4. (09.00-17.00 Mon - Friday) phone: 1800 719 420 or +353 (0)1 440 1757 fax: +353 (0)1 661 5249

To make a **Claim** please phone or write to OSG Travel Claims within 30 days of the incident, or as soon as possible afterwards and provide **Your** name, address and Policy number.

CLAIM FORMS: You can print off and use a claim form from ACE's Web Site at http://www.acetravellerinsurance.ie/

REPORTING LOST OR STOLEN PROPERTY

Type of lost or stolen property		You must notify the
i	Money, Valuables or Personal Property	local Police within 24 hours of discovery and provide ACE with a copy of their written report
ii	travellers' cheques	local branch or agent of the issuing company
iii	any property lost or stolen from a hotel	hotel management (in addition to the local Police)

PART II

ACE ASSISTANCE

i. MEDICAL EMERGENCY AND REFERRAL and ii. PERSONAL ASSISTANCE SERVICES

PHONE: +353 (0)1 440 1762

The services under this Section are provided by ACE Assistance are only available during a Journey

i. MEDICAL EMERGENCY AND REFERRAL SERVICES

IMPORTANT: THIS IS NOT PRIVATE MEDICAL INSURANCE. PLEASE REFER TO THE DETAILS PROVIDED UNDER THE HEADING 'RECIPROCAL HEALTH AGREEMENTS' AT THE BEGINNING OF THIS POLICY.

IF YOU REQUIRE MEDICAL TREATMENT YOU MUST CONTACT ACE ASSISTANCE IMMEDIATELY AND <u>BEFORE</u> INCURRING ANY COSTS COVERED UNDER THIS SECTION. IF YOU DO NOT DO THIS, ACE MAY REJECT YOUR CLAIM OR REDUCE ITS PAYMENT.

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

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

A Medical referral

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

B. Repatriation

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

C. Payment of Bills

If a **Person Insured** is admitted to hospital **Abroad**, the hospital or attending **Doctor** will be contacted and payment of their fees up to the policy limit will be guaranteed so that **You** do not have to make the payment form their own funds.

D. Drug Replacement

assistance with the following:

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

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

E. Transmission of urgent Messages

to relatives or business associates

F. Unsupervised Children

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

ii. Non-insured Facilitation Services

ACE Assistance will provide You with the following services, in an emergency, when he or she is on Journey.

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

A. Transfer of Emergency Funds

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

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

If the emergency transfer is necessitated by theft or loss of personal money, a **Claim** may be made under the Policy.

B. Message Relay

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

C. Tracing Personal Property

tracing and re-delivery of *Personal Property* that has been lost or misdirected in transit if the Carrier has failed to resolve the problem. (Please note: the **Person Insured** must have their *Personal Property* tag number available.)

D. Replacement Travel Documents

assistance with the replacement of lost or stolen tickets and travel documents, and referral to suitable travel offices. **ACE Assistance** will not pay for any item.

E. Lost Credit Cards

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

F. Emergency Translation Facility

translation service if the local provider of an assistance service does not speak English.

G. Legal Help

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

CONDITION Prompt advice and assistance

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

PART III

SECTION 1. CANCELLATION, CURTAILMENT OR REARRANGEMENT (Maximum payable for any one Journey: 2,000)

A. Cover	B. Exclusions (General Exclusions apply as well)		
ACE will pay	ACE will not pay:		
 Cancellation or Curtailment or Rearrangement Costs up to €2,000 for any one Journey if it becomes necessary to cancel, curtail or rearrange the Journey Due To: i. the death, serious injury, sudden illness or complications in pregnancy (as diagnosed by a doctor or specialist in obstetrics) of You or anyone whose health or wellbeing your Journey depends on; 	 i. Cancellation, Curtailment or Rearrangement Costs: a). where such cancellation, curtailment or rearrangement has not been confirmed as medically necessary by a Doctor; b). Due To any medical condition for which You or a member of Your Immediate Family have received treatment or advice from a Doctor in the 12 months prior to applying for the Policy; 		
 You being compulsorily quarantined , on the orders of a treating Doctor. provided that such cancellation, curtailment or rearrangement is confirmed as medically necessary by a Doctor; 	ii. Cancellation, Curtailment or Rearrangement Costs where such cancellation or curtailment results from a medical condition affecting anyone whose health or wellbeing Your Journey depends on if a. the condition was diagnosed before You bought this Policy; and b. at the time You bought this Policy, the diagnosed condition could reasonably have been expected to result in i. death, serious injury or sudden illness; or ii. a sudden deterioration in		
iii. a Public Conveyance being cancelled or curtailed because of adverse weather, industrial action, or mechanical breakdown or derangement;	iii. if a strike or industrial action is public knowledge when this Policy is taken out or a Journey is booked; iv. if an aircraft, sea vessel or train is withdrawn from service on the orders of the recognised regulatory authority in any country;		
 iv. Your compulsory quarantine, jury service or subpoena or hijacking of the conveyance in which You are travelling; 	v. if You are called as an expert witness or if Your occupation would normally require a Court attendance;		
v. Your unemployment which qualifies for payment under any applicable statute;	vi. if You were unemployed or knew You might become unemployed at the time a booking was made; vii. if any other adverse financial situation necessitates cancellation, curtailment or rearrangement of a Journey ;		
vi. serious damage making Your home uninhabitable;			
vii. Your presence being required by the Police following a burglary or attempted burglary at Your home.	viii. the Excess; ix. any loss, charge or expense Due To: a) a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking; b) disinclination to go on a Journey; or c) prohibitive regulations by any government or public authority of any country; x. a charge or expense paid for or to be		

- discharged with any kind of promotional voucher;
- xi. if You were aware of any reason, either at the time You booked Your Journey or at the time You purchased the Policy, that might mean You had to cancel, curtail or rearrange that Journey

SECTION 2. TRAVEL DELAY (Maximum payable for any one Journey: €100)

A. Cover

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

- i. €20 for the first full 12 hours delay; and
- ii. €10 for each subsequent full 12 hours delay; up to a maximum benefit of €100.

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

- i. if You do not:
 - check-in before the scheduled departure time shown on **Your** travel itinerary; or
 - b) provide ACE with written details from the airline, shipping company, coach or train operators describing the length of, and reason for, the delay;
- ii. if a **Public Conveyance** is taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
- iii. if a strike or industrial action could be reasonably expected when a **Journey** is booked.

SECTION 3. PERSONAL ACCIDENT (Maximum payable for any one Journey €15,000 Accidental Death / €15,000 Loss of Sight or Loss of Limb/ €40,000 Permanent Total Disability)

DEFINITIONS

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

Word/Phrase Special Meaning

Bodily Injury

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

Loss of Limb

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

Loss of Sight

- a. in both eyes when **Your** name has been added to the NCBI register of Blind Persons on the authority of a qualified ophthalmic specialist.
- b. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (i.e. You are only able to see at 3 feet that which You should normally be able to see at 60 feet) and ACE is satisfied that the condition is permanent and without expectation of recovery.

Permanent Total Disability a disability which has lasted for at least 12 months from which **ACE** believe **You** will never recover and which prevents **You** from carrying out gainful occupation for to which **You** are fitted by way of training, education or experience.

A. Cover	B. Exclusions (General Exclusions apply as well)
If You receive a Bodily Injury during a Journey ACE will pay up to:	ACE will not pay:
i. €15,000 for death; or	
ii. €15,000 for Loss of Sight or Loss of Limb ; or	

iii. €40,000 for *Permanent Total Disability*;

for any one Journey.

- i. more than €40,000 for Bodily Injury Due To one Accident;
- any benefit for Permanent Total Disablement if the Person Insured is retired from gainful employment and receiving a pension of any kind;
- iii. for Bodily Injury Due To:
 - a) a disease or any physical defect, injury or illness which existed before the **Journey**; or
 - b) Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.

SECTION 4. MEDICAL AND ADDITIONAL EXPENSES

(Maximum amounts payable:

- i. for dental, physiotherapy chiropractic or osteopathy expenses limit €250)
- ii. for funeral expenses –limit €7,000
- iii. for medical expenses resulting from Hazardous Activities or Extreme Activities limit €1,000,000)
- iv. otherwise UNLIMITED.)

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

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

IMPORTANT: THIS IS NOT PRIVATE MEDICAL INSURANCE. PLEASE REFER TO THE DETAILS PROVIDED UNDER THE HEADING 'RECIPROCAL HEALTH AGREEMENTS' AT THE BEGINNING OF THIS POLICY.

IF YOU REQUIRE MEDICAL TREATMENT YOU MUST CONTACT ACE ASSISTANCE IMMEDIATELY AND <u>BEFORE</u> INCURRING ANY COSTS COVERED UNDER THIS SECTION. IF YOU DO NOT DO THIS, ACE MAY REJECT YOUR CLAIM OR REDUCE ITS PAYMENT.

A. Cover

If **You** are injured or becomes ill (including becoming ill **Due To** complications in pregnancy (as diagnosed by a doctor or specialist in obstetrics) provided that if travelling within 12 weeks of the expected date of delivery they provide a medical certificate issued by a doctor or midwife confirming the number of weeks of pregnancy and that their are fit to travel to their **Journey**. The certificate must be dated no earlier than 5 days before the outbound travel date) during a **Journey**.

ACE will pay the following amounts for any one **Journey:**

- Up to €250 for dental expenses incurred for the relief of pain or discomfort only;
- Up to €150 for physiotherapy, chiropractics or osteopathy expenses incurred;
- Up to €1,000,000 for medical (excluding dental but including optical expenses), repatriation or travel expenses incurred within 12 months of incurring the first expense resulting from engaging in Hazardous Activities or Extreme Activities;
- iv. an unlimited amount for medical (excluding

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

- any amount recovered under a reciprocal health agreement with any country;.
- for any treatment not confirmed as medically necessary;
- any expenses incurred in a private hospital unless such expenses have been authorized in advance by ACE Assistance;
- iv. any expenses incurred in Australia or New Zealand for treatment which is not available under the national Medicare or equivalent scheme unless such expenses have been authorized in advance by ACE Assistance;
- v. any expenses incurred in **Your** country of residence;
- vi. any additional travelling expenses not authorized by ACE Assistance if You have to return home earlier than planned or be repatriated from a Journey;
- vii. for medical treatment that **You** travelled **Abroad** to obtain;
- viii. for dental expenses other than for the relief of pain or discomfort only;
- ix. for medication You are taking before and which You

dental but including optical expenses), repatriation or travel incurred within 12 months of incurring the first expense other than for i, ii, and iii. above.,

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

Repatriation must be:

- a) authorized by ACE Assistance;
- b) necessary on medical grounds; and
- c) to Ireland.

- will have to continue taking during a Journey;
- for surgery, medical, dental or preventative treatment which, in the opinion of the **Doctor** treating **You** and **ACE Assistance**, can be delayed until **You** return to **Ireland**;
- xi. more than €250 for any one **Journey** for dental expenses, and then only provided that such expenses are incurred in providing the minimum treatment necessary to relieve pain and discomfort for the duration of the **Journey**;
- xii. more than €150 for any one **Journey** for physiotherapy, chiropractics or osteopathy, and then only provided that such treatment is prescribed by a **Doctor**:
- xiii. for any expenses incurred for alternative or complementary medicines or treatment other than as provided for in Exclusion B xii. above;
- xiv. any additional costs for single or private room accommodation;
- xv. for any expenses incurred more than 3 days after the date when, in the opinion of ACE Assistance, You are fit to be repatriated to Ireland.
- xvi. any expenses incurred **Due To** a tropical disease where the **Person Insured** has not had the vaccinations or taken the medication appropriate and customary for the country being visited, unless they have written confirmation from a **Doctor** that they should not be vaccinated or take the medicine on medical grounds;
- costs for additional travel and hotel expenses including those for any one other person if You have to be accompanied on medical advice.
 These must be authorized in advance by ACE Assistance;
- vi. if **You** die, up to €7,000:
 - a) for cremation or burial charges in the country in which **You** died; or
 - b) to transport **Your** body or ashes back to **Ireland**;
- xvii. additional travel and hotel expenses incurred which have not been authorized in advance by ACE
 Assistance:
- xviii. cremation or burial costs in Ireland;

xix. the **Excess**, except where **You** have obtained a reduction in the cost of medical expenses in European Union countries by using the European Health Insurance Card.

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

SECTION 5. HOSPITAL BENEFIT (Maximum payable for any one Journey: €200)

A. Cover

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

B. Exclusions (General Exclusions apply as well)

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

SECTION 6. PERSONAL PROPERTY (Maximum payable for any one Journey: €1,000)

WARNING: PERSONAL BELONGINGS LEFT UNATTENDED, OUT OF YOUR SIGHT OR IN A POSITION WHERE YOU CANNOT PREVENT INTERFERENCE WITH THEM (E.G. IF YOU GO FOR A SWIM, OR A DRINK OR OTHER REASON) ARE NOT COVERED BY THIS INSURANCE. DO NOT LEAVE PERSONAL BELONGINGS UNATTENDED UNLESS LOCKED AWAY.

NOT COVERED UNDER BUDGET OPTION

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

DEFINITIONS

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

Word/Phrase Special Meaning

Personal Property suitcase, trunk or container of a similar kind and its contents, and any article worn or

carried by You that is not excluded under B. Exclusions.

Repair or Replacement cost of repairing partially damaged property, or, if property is totally lost or destroyed or uneconomical to repair, the cost of replacing property as new

less a deduction for wear, tear or depreciation. (Note: ACE will pay a reasonable proportion of the total value of a set or pair to repair or replace an

item that is part of a set or pair.)

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

Property.

Valuables cameras and other photographic equipment, telescopes and binoculars, Audio/Video

equipment, (including radios, cassette/compact disc players, Ipods, mp3 and mp4 players, camcorders,) DVD, video, televisions and other similar music and video players, mobile phones, satellite navigation equipment, computer games equipment (including consoles, games and peripherals), jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious

metals.

A. Cover

 If Personal Property is lost, damaged or stolen during a Journey, ACE will pay Repair or Replacement Costs up to €1,000 for any one Journey.

B. Exclusions (General Exclusions apply as well)

- i. ACE will not pay
 - a) the Excess;
 - b) more than €150 for a single item, pair or set, or part of a pair or set;
 - more than €150 for golf clubs, bags and accessories:
 - d) more than €150 for Valuables in total and will only pay if the Valuables are attended by You or are in a safety deposit box at the time they are lost, damaged or stolen;
 - e) unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and ACE is provided with a copy of the original written Police report and report to the hotel management as applicable;
 - f) for loss, theft or damage to:
 - i) Personal Property more specifically insured or recoverable under any other insurance policy;
 - ii) **Personal Property** left **Unattended** in a public place;
 - iii) **Personal Property** left in an unattended vehicle:

- unless it was in the locked boot of the vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view, and there is evidence of forced entry;
- ii. between the hours of 2200 and 0800;
 iv) Personal Property in the custody of an airline or other Carrier unless the loss or damage is reported in writing to the airline or other Carrier within 24 hours of discovery and ACE is provided with a copy of the original written airline or Carrier report;
- v) **Personal Property Due To** leaking powder or fluid carried within **Your** luggage;
- vi) household goods, contact or corneal lenses, sunglasses (including prescription sunglasses), dentures, hearing aids, samples or merchandise, bonds, securities or documents of any kind;
- vii) antiques, musical instruments, pictures, typewriters, mobile or portable telephones, computers and computer equipment, (including PDA's, personal organizers, laptops, Ipads, notebooks, netbooks and the like), electronic navigation equipment, televisions, sports equipment whilst being used (except for ski equipment), vehicles or their accessories, watercraft and ancillary equipment, glass, china or similar fragile items, perishables (i.e. items that can decay or rot and will not last for long, e.g. foodstuffs) and pedal cycles; or
- viii) jewellery (other than wedding rings) whilst engaging in General Sports and Recreational Activities, Hazardous or Extreme Activities:
- g) for depreciation in value, normal wear and tear, denting or scratching, damage by moth or vermin, electrical, electronic or mechanical derangement, or damage due to atmospheric or climatic conditions;
- h) for delay, detention, seizure or confiscation by customs or other officials.
- ii. ACE will also reimburse the cost of essential items of clothing and toiletry requisites up to €100 for any one Journey that You have to purchase because Personal Property is lost or misplaced by an airline or other Carrier.
- ii. ACE will not pay
 - unless ACE is provided with original written confirmation from the Carrier or tour representative that the lost or misplaced *Personal Property* was delayed for at least 12 hours after You arrived at Your destination;
 - for *Personal Property* lost or misplaced on a Journey returning You to Ireland.

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

SECTION 7. MONEY (Maximum payable for any one Journey: €200)

NOT COVERED ON BUDGET OPTION

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

DEFINITION

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

Word Special Meaning

Money

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

A. Cover

ACE will pay

- i. up to €200 if *Money* which is held by **You** for **Your** personal use is lost or stolen during a **Journey** whilst
 - a) being carried by **You**; orb) left in a safety deposit box.

or

- ii. up to €200 if You sustain financial loss directly as a result of a credit, charge or bankers card being lost or stolen during a Journey and subsequently being used fraudulently by any person other than:
 - a) a member of **Your** family;

or

- Your employer where the card is issued on Your behalf;
- provided that **You** have fully complied with all the terms and conditions under which such card has been issued.

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

- i. the Excess:
- for delay, detention, seizure or confiscation by customs or other officials;
- iii. unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and ACE is provided with a copy of the original written Police report and report to the hotel management as applicable;
- iv. for traveller's cheques:
 - unless the loss or theft is reported immediately to the local branch or agent of the issuing company; or
 - if the issuing company provides a replacement service;
- for depreciation in value or shortage due to any error or omission.
- vi. for more than €200 in total in for any one **Claim** in respect of loss of or damage to *Money* or fraudulent misuse of lost or stolen credit, charge or bankers cards.
- vii. for fraudulent misuse of lost or stolen credit, charge or bankers cards unless the terms and conditions under which such cards were issued were fully complied with.

SECTION 8. LOSS OF PASSPORT/DRIVING LICENCE EXPENSES (Maximum payable for any one Journey: €200)

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

A. Cover

ACE will pay

up to €200 to cover

- i. the cost of obtaining any temporary replacement travel documents required to enable a **Person Insured** to return to **Ireland**, including any additional travel and accommodation costs incurred by or on behalf of the **Person Insured** during a **Journey**; and
- ii. the replacement passport or driving licence fee payable.

following the loss or theft of his or her original documents during a **Journey**.

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

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

SECTION 9. HIJACK (Maximum payable for any one Journey: €500)

A. Cover

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

B. Exclusions (see General Exclusions)

SECTION 10. PERSONAL LIABILITY (Limit of Liability €2,000,000)

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

A. Cover

ACE will indemnify **You** against all sums which **You** are legally liable to pay as damages in respect of:

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

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

The maximum that **ACE** will pay under this Section for all damages as a result of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall be €2,000,000 (hereafter called the Limit of Liability).

ACE will in addition pay Costs and Expenses.

Costs and Expenses shall mean:

all costs and expenses recoverable by a claimant from You;

B. Exclusions (General Exclusions apply as well)

ACE will not provide indemnity for any liability:

- i. in respect of bodily injury to any person who is:
 - a. under a contract of service with You when such injury arises out of and in the course of their employment by You;
 - b. A member of the Your family.
- ii. in respect of loss of or damage to property in Your care custody or control.

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

- iii. liability in respect of bodily injury loss or damage caused directly or indirectly in connection with ownership, possession of or use by **You** of:
 - a. mechanically propelled vehicles (other than golf buggies used on golf course and not on

- all costs and expenses incurred with the written consent of ACE;
- solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any Court of Summary Jurisdiction;

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

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

C. Conditions applying to this Section

- i. no admission, offer, promise or indemnity shall be made without the consent of ACE which shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all information and assistance as ACE may require. Every letter, claim, writ, summons and process shall be forwarded to ACE on receipt. Written notice shall be given to ACE immediately You shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.
- ii. ACE may at any time pay to You in connection with any claim or series of claims the Limit of Liability for this Section (after deduction of any sum(s)already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made ACE shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
- iii. You shall as though they were the **Insured** observe, fulfil and be subject to the terms, Exclusions and Provisions of this Section.

SECTION 11. OVERSEAS LEGAL ADVICE & EXPENSES (Maximum payable €10,000)

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

DEFINITIONS

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

Word

Special Meaning

Legal Expenses

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

Legal Representatives

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

Any One Claim

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

A. Cover

If during a **Journey You** sustain bodily injury or illness which is caused by a third party **ACE** will pay up to a benefit amount of €10,000 to cover **Legal Expenses** arising out of **Any One Claim**.

B. Exclusions (General Exclusions apply as well)

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

- any Claim reported to ACE more than 24 months after the beginning of the incident which led to the Claim;
- ii. any Claim where it is ACE's opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the Claim;
- Legal Expenses incurred before receiving ACE's prior authorization in writing unless such costs would have been incurred subsequent to ACE's authorization;
- iv. **Legal Expenses** incurred in connection with any criminal or wilful act;
- Legal Expenses incurred in the defence against any civil claim or legal proceedings made or brought against You unless as a counter claim;
- vi. Fines, penalties compensation or damages imposed by a court or other authority;
- vii. **Legal Expenses** incurred for any claim or legal proceedings brought against:
 - a) a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;
 - b) ACE or their agents; or

- c) Your employer;
- viii. actions between persons insured under an ACE Traveller Insurance Policy or pursued in order to obtain satisfaction of a judgement or legally binding decision;
- ix. Legal Expenses incurred in pursuing any claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine:
- Legal Expenses chargeable by the Legal Representatives under contingency fee arrangements;
- xi. **Legal Expenses** incurred where **You** have:
 - a) failed to co-operate fully with and ensure that ACE is fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party; or
 - b) settled or withdrawn a Claim in connection with any claim or legal proceedings for damages and or compensation from a third party without the agreement of ACE. In such circumstances ACE shall be entitled to withdraw cover immediately and to recover any fees or expenses paid;
- xii. Legal Expenses incurred after You have not:
 - a) accepted an offer from a third party to settle a claim or legal proceedings where the offer is considered reasonable by ACE; or
 - b) accepted an offer from ACE to settle a Claim:
- xiii. Legal Expenses which ACE considers unreasonable or excessive or unreasonably incurred;

C. SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

- i. **Legal Representatives** must be qualified to practise in the Courts of the country where the event giving rise to the **Claim** occurred or where the proposed defendant under this Section is resident.
- ii. You have the right to select and appoint a Legal Representative of Your choice to represent You in any legal inquiry or legal proceedings (provided any appointment of a Legal Representative is not on a contingency fee basis, where the Legal Representative charges a proportion of the amount recovered as a fee). You shall provide ACE with details of the selected Legal Representative's name and address. ACE may provide information about Legal Representatives in Your local area if You ask ACE to do so.
- iii. You and the *Legal Representatives* must co-operate fully with and ensure that **ACE** is fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party. **ACE** is entitled to obtain from the *Legal Representatives* any information, document or advice relating to a claim or legal proceedings under this Insurance. On request **You** will give to the *Legal Representatives* any instructions necessary to ensure such access.
- iv. ACE's authorization to incur Legal Expenses will be given if You can satisfy ACE that:
 - a. there are reasonable grounds for pursuing or defending the claim or legal proceedings and the
 Legal Expenses will be proportionate to the value of the claim or legal proceedings; and
 - b. it is reasonable for *Legal Expenses* to be provided in a particular case. The decision to grant authorization will take into account the opinion of the *Legal Representatives* as well as that of ACE's own advisers. If there is a dispute, ACE may request, at Your expense, an opinion of a barrister as to the merits of the claim or legal proceedings. If the Claim is admitted, Your costs in obtaining this opinion will be covered by this Insurance.
- v. Any dispute between **You** and **ACE** (about **ACE**'s liability over a claim or the amount to be paid, where the amount of the claim is €5,000 or more) must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by **You** and **ACE** If **You** and **ACE** cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will

be final. **ACE** may not refer the dispute to arbitration without **your** consent where the amount of the claim is less than €5,000. If **You** do not refer such a dispute to arbitration (in the case of a claim for €5,000 or more) or to the **Irish** courts (in the case of a claim for less than €5,000 or where **You** have agreed with us, after the dispute between **You** and **ACE** has arisen, that the claim will be dealt with by arbitration), within 12 months, **ACE** will treat the claim as abandoned.

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

SECTION 12. MUGGING (Maximum payable for any one Journey: €500)

A. Cover

If **You** are a hospital in-patient during a **Journey** as a result of being mugged or attacked and sustain actual bodily injury, **ACE** will pay an additional €50 per day, subject to a maximum of €500 for any one **Journey**, for each 24 hours **You** spend in hospital, provided the incident was reported to the Police within 24 hours.

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

if the mugger or attacker is known to You.

SECTION 13. SEARCH AND RESCUE (Maximum payable €5,000)

A. Cover

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

B. Exclusions (General Exclusions apply as well)

SECTION 14. CATASTROPHE (Maximum payable for any one Journey: €500)

A. Cover

ACE will pay

up to €500 for any one **Journey** if **You** are forced to move from pre-booked and pre-paid accommodation as a result of fire, explosion, earthquake, tsunami, storm, hurricane, flood, medical epidemic or local Government directive, which is confirmed in writing by local or national authority, for the irrecoverable travel or accommodation costs necessarily incurred to continue with the **Journey** or if the **Journey** cannot be continued for **Your** return to **Ireland**.

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

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

PART IV

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

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

	travel/sports	unless:	
		 You are travelling as a fare-paying passenger in a fixed wing aircraft which is provided by a licensed airline or air charter company; or, 	
		 the aerial pursuit or sport is listed in this Policy under General Sports and Recreational Activities, Hazardous Activities or Extreme Activities. 	
В.	Business	business of any description that is undertaken on a Journey other than Work .	
C.	Currency	currency exchange.	
D.	Illegal acts	any illegal act committed by You.	
Ε.	Misuse of	i. Your misuse of alcohol or solvents; or	
	alcohol/drug	ii. Your ingestion of drugs except for drugs which are properly prescribed; or	
		iii. You driving a vehicle of any kind whilst the alcohol level in Your blood exceeds the legal limit of the country where You are driving.	
F.	Psychological conditions	post traumatic stress disorder or a related syndrome or any psychological or psychiatric condition including depression, anxiety, mental strain and depressive illnesses of any type.	
G.	Radiation	 i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or 	
		ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.	
Н.	Sanction Country	This Policy does not cover, and the Company will not in any event be liable to pay any claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any of the following: • Any loss or expenses with respect to Cuba or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by the Company would result in the Company being in breach of trade or economic sanctions or other such similar laws or regulations	
l.	Sonic waves	pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.	
J.	Specified	i. infection with Human Immune Deficiency Virus (HIV) or other forms of the virus,	
	diseases	Acquired Immune Deficiency Syndrome (AIDS) and AIDS-Related Complex (ARC); or	
		ii. sexually transmitted disease.	
K.	Sports	i. unless the sport or activity is listed in this Policy under General Sports and Recreational Activities, Hazardous Activities or Extreme Activities;	
		 You engaging in sport as a professional sportsperson (other than as a coach of General Sports and Recreational Activities, Hazardous Activities (not scuba diving) and Rugby Union/League). 	
L.	Suicide/self- injury	 suicide, attempted suicide or deliberate self-inflicted injury regardless of the state of Your mental health; or 	
	, ,	ii. needless self-exposure to danger except in an attempt to save human life.	
M.	War	War or any act of War whether War is declared or not.	

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

Α.	Contract	This Policy, the Policy Schedule and any information provided in Your application will be read together as one contract.
B.	Legal Interpretation and	Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. You and ACE agree that:

	Language	 this Policy will be governed and interpreted in accordance with the Law of Ireland and only the Irish Courts will have jurisdiction in any dispute; and
		 communication of and in connection with this Policy shall be in the English language.
C.	Observing Policy Terms & Conditions	ACE will not be liable to make any payment under this Policy if You or Your personal representative(s) do not observe and fulfil its Terms, Exclusions and Conditions.
D.	Your duty to avoid or minimise a Claim	You must take ordinary and reasonable care to safeguard against loss, damage, Accident, injury or illness as though You were not insured. If ACE believes You have not taken reasonable care of property, the Claim may not be paid. The items insured under this Policy must be maintained in good condition and kept in good repair.
E.	Interest	ACE will not pay interest on any benefit payable under this Policy unless payment has been unreasonably delayed by ACE following receipt of all the required certificates, information and evidence necessary to support the Claim. Where interest becomes payable by ACE it will be calculated only from the date of final receipt of such certificates, information or evidence.
F.	Other taxes	ACE is required to notify You that other taxes or costs may exist which are not imposed by us .
G.	Stamp Duty	The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 125 of the Stamp Duties Consolidation Act 1999 or any future law, enactment or regulation.
H.	Moneys payable in Ireland	All moneys which become due and payable by ACE under this policy shall being accordance with Section 93 of the Insurance Act 1936, payable and paid in Ireland.

4.3 CLAIM PROVISIONS

A. You must:

i. Notify OSG Travel Claims immediately	e-mail OSG Travel Claims immediately or download a claim form from this Web Site and send it to OSG Travel Claims as soon as possible and within 30 days of becoming aware of anything likely to result in a Claim . A personal representative can do this if You cannot;
ii. Supply details & documents	supply at Your own expense any information, evidence and receipts ACE requires including medical certificates signed by a Doctor , Police reports and other reports;
iii. Protect property	take all reasonable steps to protect any item or property from further loss or damage and to recover any lost or stolen article;
i∨. Send ACE summons, writs etc	send ACE any original writ, summons, legal process or other correspondence received in connection with a Claim immediately it is received and without answering it.

B. You must not do the following without ACE's written agreement:

i.	Admit liability	admit liability, or offer or promise to make any payment; or
ii.	Dispose of items	sell or otherwise dispose of any item or property for which a Claim is being made, or abandon any item or property to ACE .

C. You must recognise ACE's right to:

i.	Pay, repair or replace	choose either to pay the amount of a Claim (less any Excess and up to any Policy limit) or repair, replace or reinstate any item or property that is damaged, lost or stolen;
ii.	Inspect & dispose of items	inspect and take possession of any item or property for which a Claim is being made and handle any salvage in a reasonable manner;
iii.	Handle a Claim in Your name	take over and deal with the defence or settlement of any Claim in Your name and keep any amount recovered;
iv.	Pay in euro	settle all Claims in euro;
V.	Be reimbursed promptly	be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which ACE pays to You , or on Your behalf;
vi.	Receive medical certificates	be supplied at Your expense with appropriate original medical certificates before paying a Claim under the Cancellation, Curtailment

		or Rearrangement; Personal Accident; Medical Expenses and Hospital Benefit Sections in Part III;
vii.	Carry out medical examinations	request and carry out a medical examination and insist on a post-mortem examination, if the law allows ACE to ask for one, at ACE's expense.

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

i.	Dishonesty	if a Claim is in any way dishonest; or
ii.	Fraud	if You or anyone acting on Your behalf uses fraudulent means to benefit
		under this Policy.

Paying Claims

A. **Death**

ACE will pay the Claim to Your estate and the receipt given to ACE by the personal representatives shall be a full discharge of liability by ACE in respect of the Claim.

B. All other Claims

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

4.4 ENDING OR CHANGING YOUR COVER

A.	14 day cancellation option	If You are not satisfied with this Policy and have not taken or booked a Journey protected by the cover provided, You may return it to ACE within 14 days and ACE will cancel it. If this happens, the Policy will have provided no cover and ACE will refund any premiums You have paid.		
B.	Cancellation after 14 days.	If You write and tell ACE to cancel this Policy, ACE will cancel it from the date Your letter is received or any later date You stipulate. ACE reserves the right to charge You a premium proportionate to the cover that has been in force up to the date of your cancellation, and a reasonable administration charge for any costs incurred.		
C.	Changing Your Policy	You must e-mail or write to ACE if either your insurance needs or any of the information You have given ACE changes. A change in circumstances may affect Your cover, even if You do not think a change is significant, and ACE may need to change this Policy. ACE will update the Policy and issue a new Policy Schedule each time a change is agreed.		
D.	if ACE wants to cancel or change Your Policy	i.	ACE reserves the right to make changes or add to these policy terms; for legal regulatory or taxation reasons; and/or to reflect new industry guidance and codes of practice.	
		ii.	If ACE wants to cancel Your policy or make any changes other than those above, ACE will write to You at the latest address ACE has for You .ACE will then cancel or change the policy 30 days after the date of the letter.	
		iii.	If ACE cancels the policy ACE will refund any premium You paid for the cancelled period provided You have not made a claim under the Policy during the current Period of Insurance .	

4.5 AUTOMATIC ENDING OF COVER

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

COMPLAINTS PROCEDURES

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

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

Tel: 1800 707170 Fax: 01 – 440 1701

e-mail: ACE.TravelIR@acegroup.com

Or, if You have arranged Your Policy via an intermediary, You should contact them first.

Financial Services Ombudsman's Bureau

If **You** are not satisfied with ACE's final response, **You** can ask the Financial Services Ombudsman's Bureau (FSOB) to review your case.

The FSOB's contact details are given below.

Lo Call: 1890 882090 Tel: 01 662 0899 Fax: 01 662 0890

Email: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie

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

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

The Irish Insurance Federation

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

Insurer:

ACE European Group Limited trading as ACE Europe and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules.

Registered branch in Ireland no. 904967 at 5 George's Dock, IFSC, Dublin 1. ACE European Group Limited (company number 1112892) is registered in England and Wales with registered offices at 100 Leadenhall Street, London EC3A 3BP.

ACE European Group Limited is a subsidiary of a US parent and ACE Limited, a NYSE listed company. Consequently, ACE European Group Limited is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Iran, Syria, North Korea, North Sudan and Cuba.

Customer Service and Claims Centre, ACE Travel Insurance, OSG, Merrion Hall, Strand Road, Sandymount, Dublin 4 Ireland. Telephone: 1800 200 035 or +353 (0)1 440 1765;e-mail: ace.travelIR@acegroup.com On-line: www.acetravellerinsurance.ie