



USIT J1 Insurance Policy Wording

Policy Number:



USIT J1 Policy Schedule – GOLD

DESCRIPTION	COVER (per Insured Person)	Excess (per Insured Person)
Section 1	Cancellation or Curtailment	Up to €2,500
Section 2	Emergency Medical Expenses*	
	and other Expenses	Up to €7,500,000
	Dental Expenses	€400
	Hospital Benefit	€300 (€25 per day)
Section 3	Personal luggage, Cash and Passport	Up to €1,500
	Single Article Limit	€200
	Valuables Limit in Total	€200
	Unreceipted Items Limit	€500
	Unreceipted Single Item Limit	€100
	Delayed Baggage	Up to €120
	Replacement of Passport	Up to €250
	Emergency Passport Travel	Up to €250
	Personal Money / Documents	
	Cash	€200
	Travel Documents / Tickets	€400
Section 4	Delayed Departure	€20 each 12hrs to €200
	Holiday Abandonment	Up to €2,000
	Missed Departure	Up to €500
Section 5	Personal Accident*	
	Loss of Limbs or Sight	€40,000
	Permanent Total Disablement	€40,000
	Death Benefit	€6,000
Section 6	Public Liability*	Up to €2,000,000
Section 7	Legal Expenses*	Up to €25,000
Section 8	Student Loans	Up to €3,000
Section 9	Government Travel Advice	Up to €1,000
Section 10	Credit Card Fraud	Up to €500
Section 11	Loss of Earnings	Up to €650
Section 13	Summer Exam Failure	Up to €750
Optional Covers (Available upon Payment of additional premium)		
Section 12	Winter Sports	
	Ski Equipment Owned	Up to €600
	Hired	Up to €400
	Single Article Limit	Up to €300
	Unreceipted Items Limit	Up to €500
	Unreceipted Single Item Limit	€100
	Hire of Ski Equipment	€500 (€50 per day)
	Ski Pack / Inability to ski	€500 (€50 per day)
	Piste Closure	€500 (€50 per day)
	Avalanche Closure	Up to €500

***You** are not covered under sections 2,5,6 and 7 for **Winter Sports** activities unless an additional premium has been paid and shown on the validation certificate.

USIT J1 Policy Schedule – PLATINUM

DESCRIPTION	COVER (per Insured Person)	Excess (per Insured Person)	
Section 1	Cancellation or Curtailment	Up to €5,000	N/A
Section 2	Emergency Medical Expenses* and other Expenses	Up to €15,000,000	N/A
	Dental Expenses	€400	N/A
	Hospital Benefit	€300 (€25 per day)	
Section 3	Personal luggage, Cash and Passport	Up to €3,000	N/A
	Single Article Limit	€300	
	Valuables Limit in Total	€500	
	Unreceipted Items Limit	€500	
	Unreceipted Single Item Limit	€100	
	Delayed Baggage	Up to €120	
	Replacement of Passport	Up to €250	N/A
	Emergency Passport Travel	Up to €250	N/A
	Personal Money / Documents		
	Cash	€200	N/A
	Travel Documents / Tickets	€400	N/A
Section 4	Delayed Departure	€40 for first 12 hrs; €20 for each subsequent 12hrs up to €200	
	Holiday Abandonment	Up to €2,000	N/A
	Missed Departure	Up to €500	N/A
Section 5	Personal Accident*		
	Loss of Limbs or Sight	€40,000	N/A
	Permanent Total Disablement	€40,000	
	Death Benefit	€6,000	
Section 6	Public Liability*	Up to €2,000,000	N/A
Section 7	Legal Expenses*	Up to €25,000	N/A
Section 8	Student Loans	Up to €3,000	Nil
Section 9	Government Travel Advice	Up to €1,000	N/A
Section 10	Credit Card Fraud	Up to €500	N/A
Section 11	Loss of Earnings	Up to €1,500	N/A
Section 13	Summer Exam Failure	Up to €1,250	N/A
Optional Covers (Available upon Payment of additional premium)			
Section 12	Winter Sports		
	Ski Equipment Owned	Up to €600	N/A
	Hired	Up to €400	
	Single Article Limit	Up to €300	
	Unreceipted Items Limit	Up to €500	
	Unreceipted Single Item Limit	€100	
	Hire of Ski Equipment	€500 (€50 per day)	
	Ski Pack / Inability to ski	€500 (€50 per day)	
	Piste Closure	€500 (€50 per day)	
	Avalanche Closure	Up to €500	N/A

*You are not covered under sections 2,5,6 and 7 for **Winter Sports** activities unless an additional premium has been paid and shown on the validation certificate.

Special notes

This Policy is evidence of the contract between You and Us. We agree to pay for damages, liabilities, losses or costs as set out in this Policy occurring during the Period Of Insurance within the Geographical Limits. The Policy and Schedule should be read as one document. Words and expressions, to which specified meanings have been given in any part of the contract, have such specific meanings wherever they may appear.

Insurance Act 1936

All monies which become or may become payable by Us under Your Policy will in accordance with Section 93 of the Insurance Act 1936, be payable and paid in the Republic of Ireland.

Finance Act 1990

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act, 1990.

Residency

This policy is only available to You if You are permanently resident in Ireland and have been for the past 6 months prior to the date of issue.

Signed on behalf of the Company



C.A. Senior
By Authority of the Board

Complaints Procedure

If You have any complaint about the insurance contract, You should contact Your Broker / Agent who issued the Policy.

If Your complaint is not resolved to Your satisfaction please write to:

Customer Service Department
MAPFRE ASSISTANCE Agency Ireland
22-26 Prospect Hill
Galway

If You are still dissatisfied, You may contact:

The Financial Services and Pensions Ombudsman Bureau
3rd Floor, Lincoln House, Lincoln Place
Dublin 2
LoCall: 1890 882090
Telephone: 01 662 0899
Fax: 01 662 0890
Email: info@fspo.ie
Website: www.fspo.ie

Alternatively, if you have purchased your policy online, you can submit a complaint through the Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/odr>

Taking any of these options will not prejudice Your right to take legal action.

If after reading this Policy You are not satisfied with it for any reason, You must return the Schedule and Policy document to Us within 14 days of issue. You will receive a full refund of premium, provided that a claim has not occurred and travel has not commenced.

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Introduction

Your Policy and Schedule

Here is Your new MAPFRE ASSISTANCE Agency Ireland Travel Insurance Policy document. The Schedule for this Policy, which is separately enclosed, contains full details of the protection provided by this Policy and they should be read as one document. Please ensure that both documents are kept together and carried with You on Your Trip.

The Third EU Non-Life Directive requires us to provide you with the following information:

The law applicable to the contract

This Policy shall be governed by and construed in accordance with the Law of the Republic of Ireland unless the Policy holder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Northern Ireland, in which case the law of Northern Ireland shall apply.

Policy Underwriters

MAPFRE ASSISTANCE Agency Ireland will provide the services and benefits described in this Policy:

- during the Period of Insurance;
- within the Geographical Limits;
- subject to the Limits of Cover, and all other terms, conditions, and exclusions contained in this Policy

AND

- Subject to payment of the appropriate premium.

Benefits under this Policy are underwritten under Master Policy Number MA/USIT/J12018 – 2019 by MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA, trading as MAPFRE ASSISTANCE Agency Ireland.

MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE Agency Ireland is authorised by the 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.

In the event of an emergency abroad You should contact the 24-hour helpline number +353 91 501 613. Give Your name, Policy Number and as much information as possible, together with a telephone or fax number where You can be contacted day or night.

Important Information

Details of cover are laid out in this Policy, which should be read in conjunction with your Schedule of Cover, and We recommend that You read it to satisfy Yourself that this insurance meets Your requirements. However, We would ask You to specially note the following:

All material facts must be disclosed to Us before You travel. Failure to do so could result in the rejection of a claim and Your cover may be cancelled. Material facts are those which can be reasonably regarded as likely to influence the assessment of Your cover. If You have any doubt about whether certain facts are material these should be disclosed to Us anyway.

Cancellation:

We hope You are happy with the cover this Policy provides. However, if after reading this Policy, this Insurance does not meet with Your requirements, please return it to Your agent within 14 fourteen days of issue We will refund Your premium.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the un-expired period showing on the Insurance.

Important requirements for insured persons with Private Health Insurance

If you have confirmed that you have Private Health Insurance when purchasing this insurance which includes cover for overseas in-patient medical treatment You are agreeing to the following:

1. You have a Private Health Insurance policy in place for the entire Period of Insurance of this policy.
2. Your Private Health Insurance policy covers each insured person on this policy for overseas inpatient medical treatment up to a minimum of €55,000.
3. You understand that if you are admitted into hospital abroad as an inpatient you must first claim against your Private Health Insurer up to your overseas benefit limit and we will commence cover under this Policy once that limit has been reached

If you are currently a VHI, Laya or Irish Life Health member you must notify the relevant private medical insurance assistance company at the time of claiming as per contact details below.

VHI Assistance: Tel +353 1 448 2444

VHI Assistance USA: Tel 1800 364 9022

Laya Healthcare Assistance: Tel +353 214222204

Irish Life Health Assistance: Tel +353 1 481 7840 +353 1 619 3620

Levels of Cover

This Schedule of Cover/Policy contains different levels of cover. The cover applying to You and for which You have paid is detailed on Your Schedule of Cover/Policy. Please read this Policy wording carefully in conjunction with your Schedule of Cover and ensure the cover You have purchased reflects Your requirements.

Strict Medical Health Requirements:

This insurance operates on the following basis:

- To be covered, You must be healthy and fit to travel and undertake Your planned Trip. The Insurance will NOT cover You when You are travelling against medical advice or with the intention of obtaining medical treatment abroad.
- No claim arising directly or indirectly from any Pre-Existing Medical Condition affecting You will be covered unless that condition has been declared to and accepted by Us in writing. Please note the definition of You and Pre-Existing Medical Condition in the Definitions section.
- **Medical Declarations are valid only during the Period of Insurance in which they are made. On renewal of the Schedule of Cover/Policy, Pre-Existing Medical conditions must be re-declared to Us. Any Pre-Existing Medical Condition not declared during the current Period of Insurance will not be covered under Your Schedule of Cover/Policy.**
- No claim shall be paid where at the time of taking out this insurance or at the time of booking the trip, the person whose condition gives rise to a claim:
 - is receiving, or is on a waiting list for or have the knowledge of the need for surgery, treatment or investigation at a hospital or nursing home; or
 - has received a terminal prognosis; or
 - Are aware of a medical condition but have not had a diagnosis; or
 - Any circumstances You are aware of that could reasonably be expected to give rise to a claim on this policy

Note: The above exclusions apply not only to You, but also to Close Relatives or other non-travellers on whom the Trip depends.

- The following exclusions apply to all Insured Persons at all times:
 - i) Any Medical Condition You have in respect of which a Medical Practitioner has advised You not to travel or would have done so had You sought his/her advice but despite this You still travel.
 - ii) Any surgery, treatment or investigations for which You intend to travel outside of Ireland to receive (including any expenses incurred due to the discovery of other Medical Conditions during and/or complications arising from these procedures).
 - iii) Any Medical Condition for which You are not taking the recommended treatment or prescribed medication as directed by a Medical Practitioner.
 - iv) Your travel against any health requirements stipulated by the carrier, their handling agents or any other Public Transport provider.
 - v) Any surgery, treatment or investigations arising from investigations or tests for which You were pending the results of prior to Your departure from Ireland.

In the event that you have a medical condition which would need to be declared to insurers please contact the helpline on **091 501 613**.

What to do in the Event of an Emergency

You should first check that the circumstances are covered by referring to the relevant section of Your Policy/Schedule of Cover. Having done this, please contact the 24-hour helpline number **+353 91 501 613** or alternatively our Toll Free number **646 254 3539**. Give Your name, Policy Number and as much information as possible, together with a telephone or fax number where You can be contacted day or night.

In case of a serious medical emergency, involving anyone covered by the Policy, notify Us as quickly as possible.

To comply with the terms and conditions of this insurance You must obtain the prior consent of MAPFRE ASSISTANCE Agency Ireland before incurring any expenses over €500, extending your trip or curtailing Your Trip due to Your bodily injury or illness. In the case of an emergency where You are physically prevented from contacting Us immediately, You or someone designated by You must contact us within 48 hours, otherwise we may not pay your claim.

The emergency service can be contacted twenty-four hours a day. The telephone number to call is listed on Your Schedule of Cover. Your call will be answered by an experienced assistance co-ordinator to whom You should give all relevant information. Please ensure You have details of Your Policy before You telephone.

Repatriation of patients

If, in the opinion of Our Medical Adviser, it would be preferable to repatriate a patient to Ireland, We will organise the repatriation. If You do not comply with this decision We reserve the right to withdraw cover with immediate effect.

The decision on the method of repatriation will be at the discretion of Our Senior Medical Officer subject to consultation with the doctor in attendance.

Remember that in the case of patients requiring repatriation, the attending doctor must provide a certificate confirming that the patient is fit to travel, since without this the airline company operators reserve the right to refuse to carry any sick or injured person.

Confirmation of payment

Hospitals or doctors abroad will be contacted and their appropriate fees guaranteed, thus eliminating the necessity for You to make payments out of Your holiday funds.

Expenses incurred in providing the above facilities will be met up to the limits specified in this Policy. The operation and availability of the service will be governed by the same general terms, conditions and exclusions that appear in the Policy.

Claims relating to minor illnesses or accidents should be paid by You and reclaimed from Us within 30 days of returning from Your holiday.

Definitions

Wherever the following words and phrases appear in Your Policy or Schedule of Cover, they will always have these same meanings. For Your convenience, these words and their meanings are shown in alphabetical order below:

Bodily Injury:

Injury resulting directly from an accident caused by external violent and visible means.

Cash:

Coins and notes that are legal tender in any country.

Close Relative:

Your Spouse or Common-Law Partner, parents, daughter, son (including legally adopted daughter/son), grandparents, brother, sister, parents-in-law, sons/daughters-in-law, brothers/sisters-in-law, or fiancé(e) resident in Ireland.

Common-Law Partner:

Any couple (including same sex) in a common-law relationship or who have cohabited for at least 6 months prior to the commencement of the Trip.

Complications of pregnancy or childbirth

In this policy 'complications of pregnancy or childbirth' will only include the following:

- Toxaemia (toxins in the blood)
- Gestational diabetes (diabetes arising as a result of pregnancy)
- Gestational hypertension (high blood pressure arising as a result of pregnancy)
- Pre-eclampsia (where You develop high blood pressure, carry abnormal fluid and have protein in Your urine during the second half of pregnancy)
- Ectopic pregnancy (a pregnancy that develops outside of the uterus)
- Molar pregnancy or hydatidiform mole (a pregnancy in which a tumour develops from the placental tissue)
- Post-partum haemorrhage (excessive bleeding following childbirth)
- Retained placenta membrane (part or all of the placenta is left behind in the uterus after delivery)
- Placental abruption (part or all of the placenta separates from the wall of the uterus)
- Hyperemesis gravidarum (excessive vomiting as a result of pregnancy)
- Placenta praevia (when the placenta is in the lower part of the uterus and covers part or all of the cervix)
- Stillbirth
- Miscarriage
- Emergency Caesarean section
- A termination needed for medical reasons
- Premature birth more than 8 Weeks (or 16 Weeks if You know You are having more than one baby) before the expected delivery date

Curtailment/Cutting Short Your Trip:

Your early return to Ireland before the scheduled return date.

Excess:

The amount You must pay as part of certain claims. This amount is per person and per section. This amount will be shown in the Policy Schedule.

Geographical Limits:

Please see Your validation certificate for Your chosen area which are defined as follows:

Area 1: The United Kingdom, Channel Islands and Isle of Man

Area 2: The Continent of Europe west of the Ural Mountains, Madeira, Canary Islands, Iceland, the Azores, Mediterranean Islands, and non-European countries bordering the Mediterranean (except Algeria, Lebanon, Libya and Albania)

Area 3: Australia / New Zealand

Area 4: Worldwide including the Caribbean but excluding the United States of America, Canada, Alaska, and Hawaii

Area 5: Worldwide including the United States of America, Canada, Alaska, Hawaii and the Caribbean

Hazardous Activities:

Your participation in or practice of any sport or activity unless shown as covered without charge in the Grade 1 list on page 14 or shown as covered in Grade 2- 4 list on page 15–17 on receipt of an additional premium.

Home:

Your usual, permanent place of residence in Ireland.

Incidental:

Means occurring merely by chance or without intention or calculation

Illness:

An unhealthy condition of a body or mind necessitating the attendance of a medical practitioner.

Ireland:

The Republic of Ireland. Where the insured is resident in the United Kingdom/Northern Ireland, the term "Ireland" shall be deemed to read "United Kingdom and/or Northern Ireland".

Limits of Cover:

Unless stated to the contrary, Our maximum liability in any one Period of Insurance, being the amount stated on Your Schedule of Cover, per Insured Person unless otherwise stated in your Policy.

Loss of Limb:

Total loss by physical separation at or above the wrist or ankle or the permanent total loss of use of an entire hand, arm, foot or leg.

Manual Work:

Work involving the following or similar occupations: hands-on involvement with the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant or the undertaking of any trade of plumber, electrician, lighting or sound technician, carpenter, painter/decorator or builder, or manual labour of any kind, work in the armed forces, navy or air corps of any country, or An Garda Síochána.

Medical condition:

Means any disease, illness, symptom or injury

Money and Travel Documents:

Cash, travel tickets, travellers' cheques and hotel vouchers, Green Card, passports.

Pair or Set:

Items of Personal Baggage associated as being similar, complementary or used together.

Period Of Insurance:

Means the period of the Trip between 15th May 2019 and 15th November 2019 terminating upon its completion, but not in any case exceeding 5 consecutive months between these dates. In the event of a claim You will be asked to provide evidence of your outbound and return travel dates. Under this policy Section 1 – Cancellation cover shall be operative from the time You pay the premium and evidence of insurances is issued and will cease upon departure of Your Trip or in the event of a cancellation claim on Your policy all remaining cover will cease for the planned Trip.

This policy also entitles You to a maximum of two return visits to Your Home before Your intended return date (as specified on Your validation certificate) for up to a maximum duration of 21 days excluding any return for which a claim is being made as a result of Summer Exam Failure, Emergency Medical, Repatriation or Curtailment. Cover is suspended from the time You arrive at Your final overseas departure point to Your Home and starts again when You exit the airport at Your overseas destination. During this period no cover is provided by the policy. If a claim for early return as a result of Emergency Medical, Repatriation or Curtailment is made, all remaining cover will cease for the planned Trip.

Permanent Total Disablement:

Disablement which entirely prevents the Insured Person from attending to business or occupation of any and every kind for at least 12 months, and at the end of that time being beyond the hope of improvement.

Personal Luggage:

Items usually carried or worn by travellers for their individual use during a Trip, including Your Valuables (as defined below).

Policy:

The terms and conditions of your Insurance as outlined in this document.

Pre-existing Medical Condition:

- Any medical or psychological sickness, disease, condition, injury or symptom of which You are aware, or that has affected You which has required treatment, medical consultation (s) or investigation (s), or prescribed medication at any time during the last 2 years prior to the commencement of cover under this Policy/Schedule of Cover and/or prior to each and every Trip.

AND/OR

- any cardiac, cardiovascular, hypertensive, or cerebrovascular illness, disease, condition or symptom of which You are aware, that has occurred at any time prior to the commencement of cover under this Policy/Schedule of Cover and/or prior to any Trip.

Should illnesses occur between the date the Policy was incepted and the date of departure, We should be advised.

Public Transport:

Means any publicly licensed aircraft, sea vessel, train or coach on which You are booked to travel

Schedule of Cover:

This forms part of Your Policy and contains details of the persons insured and the effective dates of cover.

Scheduled Airline: An airline that publishes a timetable and operates its services to a distinct schedule and sells to the public at large.

Single Item:

Any one article, pair, set or collection.

Strike or Industrial Action:

Any form of industrial action, whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

Travelling Companion:

A person accompanying You without whom the Trip cannot commence or continue.

Trip:

Means any holiday, business or pleasure Trip or journey made by You within the area of travel shown in the validation certificate which begins and ends in Ireland or the UK during the Period of Insurance.

Unattended:

Means when You are not in full view of and not in a position to prevent unauthorized interference with Your property or vehicle

Valuables:

Cameras, photographic equipment, video, audio, computer and electronic equipment, telescopes and binoculars, antiques, jewellery, sunglasses, watches, furs, precious and semi precious metals or stones and articles made of or containing gold, silver or other precious metals.

We/Us/Our:

MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway.

You/Your/Insured Person(s):

- The Person(s) Insured named in the Schedule

Hazardous Activities - Grade 1 (No additional charge)

You are covered under the Personal Accident and Medical Expenses Sections for the following activities automatically, provided that the activity is on an Incidental basis you do not need to contact your issuing agent.

- Archery (amateur)
- Badminton (amateur)
- Baseball (amateur)
- Basketball (amateur)
- Beach games
- Bungee jump (1)
- Camel/Elephant riding
- Canoeing (up to grade 3)
- Clay pigeon shooting
- Cricket
- Cycling (other than specified)
- Dinghy Sailing
- Fell walking
- Fencing
- Fishing
- Football
- GAA Football (amateur)
- Golf (amateur)
- Hiking (under 2,000 metres altitude)
- Hockey (amateur)
- Horse riding (up to 7 days)
- Ice skating (rink only)
- Jet boating
- Jet ski-ing
- Jogging
- Manual Work – Non incidental (bar and restaurant, waitress, waiter, chalet, maids, au pair and nanny's and occasional light manual work including retail work and fruit picking but excluding the use of power tools and machinery)
- Marathon running (amateur)
- Motorcycling up to 50cc (wearing a crash helmet, no racing)
- Netball (amateur)
- Non manual work (including professional administrative or clerical duties only)
- Orienteering
- Outwardbound pursuits
- Paintballing
- Parascending (over water)
- Pony trekking
- Quad biking up to 50cc (wearing a helmet, no racing)
- Racquetball
- Rambling
- River canoeing (up to grade 3)
- Roller skating
- Roller blading
- Rounders
- Rowing
- Running – sprint/long distance (amateur)
- Safari (Ireland/UK organised)
- Sail boarding
- Sailing within territorial waters Scuba diving* down to 30 metres if qualified and not diving alone or accompanied by a qualified instructor (see notes below)
- Skate boarding
- Snorkelling
- Squash (amateur)
- Surfing (amateur)
- Tennis (amateur)
- Tour Operator Safari
- Track events
- Trekking (under 2,000 metres altitude)
- Volleyball (amateur)
- War games
- Water polo (amateur)
- Water skiing (amateur)
- White water rafting (grade 1 to 3)
- Windsurfing (amateur)
- Yachting (racing/crewing inside territorial waters)

Non-Incidental / Club Sports

You can be covered under Section B – Emergency Medical Expenses and Section D – Personal Accident sections for the following activities carried out as part of a club / non incidental basis:

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

- GAA football (amateur)
- Hurling (amateur)
- Football (amateur)
- Rugby (amateur)

* Scuba diving – scuba diving to the following depths. Provided **You** are diving under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guidelines of the relevant diving or training agency or organization and not diving alone:

- PADI Open Water – 18 metres
- PADI Advanced Open Water – 30 metres*
- BSAC Ocean Diver – 20 metres
- BSAC Sports Diver – 30 metres*
- BSAC Dive Leader – 30 metres*

We must agree with any equivalent qualification. If **You** do not hold a qualification, **We** will only cover **You** to dive to a depth of 18 metres. **You** will not be covered under this policy if **You** travel by air within 24 hours after participating in Scuba Diving.

* For the purposes of diving under Hazardous Activities Grade 1

Hazardous Activities – Grade 2 (subject to additional premium)

50% loading to cover all activities or €30 per activity

You can be covered under Section 2 – Emergency Medical Expenses, Section 5 – Personal Accident and Section 8– Student Loans sections for the following activities provides that the activity is on an **Incidental** basis (unless stated otherwise below) and subject to an additional premium being paid and shown on the validation certificate.

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

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> ▪ Boxing training (no contact) ▪ Bungee jump (up to 3 additional) ▪ Black water rafting (grade 1 to 4) Life jacket and helmet must be worn ▪ Camel/ Elephant riding/ trekking (non incidental) ▪ Cycle Touring ▪ Go karting (Specific use) ▪ Horse riding (no polo, hunting, jumping) ▪ Hot air ballooning (non incidental) | <ul style="list-style-type: none"> ▪ Hurling (amateur) ▪ Jet skiing (non incidental) ▪ Martial Arts (training only) ▪ Mountain biking ▪ Parascending (over water, non incidental) ▪ Rambling/Trekking between 2,001m and 4,200m ▪ Safari (non-Ireland/UK organised) ▪ Scuba diving* (non incidental / down to 50 m if qualified and not diving alone or accompanied by a qualified instructor (see notes below)) | <ul style="list-style-type: none"> ▪ Sea canoeing ▪ Sea fishing (non incidental) ▪ Tandem Skydive (up to 2 jumps maximum) ▪ Triathlon ▪ White water rafting (Grade 4) ▪ Waterskiing/ Windsurfing/ Snorkelling (non incidental) |
|--|--|--|

* Scuba diving – scuba diving to the following depths. Provided **You** are diving under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guidelines of the relevant diving or training agency or organization and not diving alone:

- PADI Open Water – 18 metres
- PADI Advanced Open Water – 30 metres*
- BSAC Ocean Diver – 20 metres
- BSAC Sports Diver – 30 metres*
- BSAC Dive Leader – 30 metres*

We must agree with any equivalent qualification. If **You** do not hold a qualification, **We** will only cover **You** to dive to a depth of 18 metres. **You** will not be covered under this policy if **You** travel by air within 24 hours after participating in Scuba Diving.

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

Hazardous Activities – Grade 3 (subject to additional premium)

100 % Loading to cover all activities or €75 per activity

You can be covered under Section 2 – Emergency Medical Expenses, Section 5 – Personal Accident and Section 8– Student Loans sections for the following activities provides that the activity is on an **Incidental** basis (unless stated otherwise below) and subject to an additional premium being paid and shown on the validation certificate.

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

- | | | |
|---|---|---|
| <ul style="list-style-type: none"> ▪ Abseiling ▪ American football (amateur) ▪ Gliding ▪ Kayaking | <ul style="list-style-type: none"> ▪ Motorcycling (with a motorcycling licence, over 50 cc wearing a crash helmet, no racing) ▪ Paragliding | <ul style="list-style-type: none"> ▪ Sand Yachting ▪ Yachting (racing/crewing) – outside territorial waters |
|---|---|---|

Hazardous Activities – Grade 4 (subject to additional premium)

200 % Loading to cover all activities or €100 per activity

You can be covered under Section B – Emergency Medical Expenses and Section D – Personal Accident sections for the following activities provides that the activity is on an **Incidental** basis (unless stated otherwise below) and subject to an additional premium being paid and shown on the validation certificate.

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

- | | | |
|---|---|---|
| <ul style="list-style-type: none"> ▪ Canyoning ▪ Hand gliding ▪ High diving under 5m (amateur, excluding cliff diving) | <ul style="list-style-type: none"> ▪ Horse jumping (no polo, hunting) ▪ Kite surfing ▪ Micro lighting ▪ Parasailing | <ul style="list-style-type: none"> ▪ Rock climbing (under 2,000m) ▪ Rock scrambling (under 4,000m) ▪ Rambling/Trekking between 4,2001 and 6,000m |
|---|---|---|

General Conditions

IMPORTANT NOTE: Certain sections of the Policy have particular conditions attaching to them, but these apply to all sections:

1. Before We consider a claim, it is a condition that:
 - (a) the answers in any proposal and declaration for this insurance are true and complete to the best of Your knowledge and belief and such proposal and declaration form the basis of this contract.
 - (b) You or any person, on whose behalf payment is claimed, observe the terms and conditions of the Policy.
 - (c) any facts known to You and any changes affecting the risk since inception of the Policy or last renewal date must be disclosed to Us. Failure to disclose such facts or changes may mean that Your Policy will not provide You with the cover You require or may invalidate the Policy altogether.
 - (d) You take all reasonable steps to prevent accident, injury, illness, disease, loss or damage.
 - (e) You produce the Schedule of Cover as evidence when making a claim.
2. The maximum age limit is 45 years at time of booking
3. Dual Insurance: If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability we will not pay more than our proportionate share (not applicable to Section 5 – Personal Accident). Under Section B – Medical Expenses – In the event you have private health insurance your private health insurer must pay the first amount as stated in their policy and we will commence cover once that limit has been reached.
4. Any medical information supplied to Us in a Medical Declaration will be treated in the strictest confidence and will be used solely for Our own internal purposes for the assessment of the risk, and will not be disclosed to any outside person or authority without the specific approval of the person whose details are given in the Medical Declaration. We shall not refuse cover unless, in Our opinion, the risk associated with the particular person is substantially greater than that represented by the average healthy traveller.
5. During each Period of Insurance, and before You depart on each Trip You must declare to Us any change in Your health or medical status, or changes in the health or medical status of any Close Relative on whom travel plans depend. We must accept this change in writing before cover will be continued. If in doubt as to whether this is material, You should tell Us.
6. You must declare to Us all facts, which are likely to affect this insurance. Failure to do so may prejudice entitlement to claim. If You are uncertain as to whether a fact is material, You should declare it to Us.
7. We will not refund any premium paid after 14 days from the issue date of this Policy unless as a result of cancellation by Us.

8. You must exercise reasonable care for the supervision and safety of Your property and of Your person. You must take all reasonable steps to avoid or minimise any claim. You must act as if You are not insured.
9. You must avoid needless self-exposure to peril unless You are attempting to save human life.
10. We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
11. You must comply in full with the terms and conditions of this Policy before a claim will be paid. Please read this Policy carefully in conjunction with Your Schedule of Cover, and if unsure as to what is covered or excluded, contact the Policy Helpline on the number listed on Your Schedule of Cover.
12. In case of an emergency or of any occurrence, which may give rise to a claim for costs in excess of €500 under this insurance, You must contact Us as soon as practicable. You must make no admission, offer, promise or payment without Our prior consent. Telephone Us first.
13. We are entitled to take over Your rights in the defence or settlement of a claim or to take proceedings in Your name for Our own benefit against another party and We shall have full discretion in such matters.
14. We may, at any time, pay to You our full liability under this Policy after which no further liability shall attach to Us in any respect or as a consequence of such action.
15. You must take all practicable steps to recover any article lost or stolen and to identify and ensure the prosecution of the guilty person(s). We may at any time at our expense take such action as We deem fit for the recovery of the property lost or stated to be lost.
16. In the event of a valid claim, You shall allow Us the use of any relevant travel tickets You are not able to use because of the claim. All receipts submitted as part of a valid claim shall be retained by Us.
17. You must give us written notice of any event, which may lead to a claim, within 28 days of Your return Home to the country of departure.
18. As often as We require You shall submit to medical examination at Our expense. In case of the death of an Insured Person We shall be entitled to have a post mortem examination carried out at Our expense. You must supply Us with a written statement substantiating Your claim, together with (at Your own expense) all certificates, information, evidence and receipts that We require.
19. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in the case of disagreement between the Arbitrators, to the decision of an Umpire appointed in writing by the Arbitrators before entering on the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an award shall

- be a condition precedent to any right of action against Us. If We shall disclaim liability for any claim and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
20. You will be required to reimburse to Us, within one month of Our request to You, any costs or expenses We have paid out on Your behalf which are not covered under the terms of the Insurance.
 21. You must pay the appropriate premium for the full number of days comprising Your planned Trip. If Your Trip is planned to exceed the number of days for which You have purchased insurance then no cover at all shall apply in respect of that Trip and You will need to make alternative insurance arrangements.
 22. This contract has been entered into in the Republic of Ireland and is subject to Irish Law except in so far as it is necessary to comply with the JURISDICTION OF COURTS ENFORCEMENT OF JUDGEMENTS (EUROPEAN COMMUNITIES) ACT 1988 and (subject to General Condition - Arbitration) is subject to the exclusive jurisdiction of the Irish Courts.
 23. No provision or condition of this Policy may be waived or modified except by an endorsement signed by an authorised official on behalf of the insurers.

Fraud

24. If any claim under this Policy is fraudulent in any respect or if any fraudulent means or devices (including inflation or exaggeration of the claim or submission of forged or falsified documents) are used by You or anyone acting on Your behalf to claim under this Policy, this Policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to Us.

Non-Assignment

25. No assignee shall be entitled to any payment under this Policy.

General Exclusions

IMPORTANT NOTE: Certain sections of the Policy have particular exceptions attaching to them and some apply to all sections:

We will not pay for:

No Section of this Policy shall apply in respect of:

a) 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.

b) Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this Policy, be insured by any other existing certificate, policy or any motoring organisation's service. If You have any other certificate in force, which may cover the event for which You are claiming, You must tell Us. This exclusion shall not apply to Section 5 - Personal Accident.

c) Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which You would have paid for in any case).

d) Consequential losses of any nature, including, but not exclusively, phone calls and taxi fares, other than as specifically provided within the terms of this Policy.

e) Any claim arising from pregnancy where the estimated date of delivery is within 14 weeks of the dates of travel on a Trip.

f) Any deliberately careless or deliberately negligent act or omission by You.

g) Needless self-exposure to peril except in an endeavour to save human life.

h) Any claim arising directly or indirectly from drug addiction, alcohol or solvent abuse or You being under the influence of alcohol or drug(s).

i) Any claim arising or resulting directly or indirectly from any psychiatric or mental/psychological disorder including anxiety, depressive illness of any type, suicide, attempted suicide, or intentional self-injury.

j) Flying (other than as a fare-paying passenger on a regular Scheduled Airline or licensed charter aircraft).

k) Sexually transmitted diseases.

l) Any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and/or any mutant derivatives or variations thereof however caused.

- m) Your engaging in Manual Work (as defined) in conjunction with any profession, business or trade.
- n) Your engaging in work in Your capacity as a member of the Armed Forces, Navy or Air Corps, Police Force of any country or a member of An Garda Siochana. (This exclusion will not apply to claims for holiday cancellation in connection with a sudden and unforeseen posting or duty).
- o) Any costs, medical or otherwise, incurred by the Insured Person when engaging in Hazardous Activities unless the appropriate addition premium has been paid.
- p) Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- q) Loss or destruction or damage or any expense whatsoever resulting from: Ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- r) Delay, loss, damage, injury or consequential loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored program to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.
- s) Any claim when You have not paid the appropriate premium for the cover required.
- t) Consequential loss of any kind arising from the provision of, or any delay in providing, the services to which this Policy relates, unless negligence on our part can be demonstrated.

- u) Your pursuit of Winter Sports unless Section 14 is shown as operative in Your validation certificate and appropriate premium paid
- v) The following Winter Sports activities even if Section 14 is shown as operative in the validation certificate: Off piste skiing in areas designated as unsafe by local resort management unless accompanied by a local qualified guide, skiing against local authoritative warning or advice, ski stunting, free-style skiing, ice hockey, bobbing, tobogganing, heli-skiing, ski acrobatics, ski flying, ski jumping, ski mountaineering, snowcat skiing, snow carting or the use of bob sleighs, luges or skeletons.
- w) Loss of enjoyment
- x) Your travel to a country or specific area of event to which the Travel Advice Section of the Department of Foreign Affairs or World Health Organisation has advised the public not to travel

Section 1 – Cancellation and Curtailment Charges

We will cover up to the amount shown on your Schedule of Cover per Insured Person in total under this Policy for financial loss You suffer during the Period of Insurance, being non-refundable deposits and amounts You have paid (or have contracted to pay), for travel to/from your holiday destination and accommodation You do not use because of Your inability to commence travel or complete the Trip due to the following events occurring after payment of the policy premium: **(Your Cancellation or Curtailment must be necessary and unavoidable in order for You to claim)**

You are covered for:

Cancellation

- Unforeseen Bodily Injury, Illness or death of You, Your Close Relative, Travelling Companion, any person with whom You were going to stay during the Trip.
- If You become pregnant after We have sold You this policy, and You will be more than 32 Weeks pregnant (or 24 Weeks if You know You are having more than one baby) at the start of, or during, Your Trip. Or, Your doctor advises that You are not fit to travel because You are suffering from Complications of pregnancy or childbirth.
- The death, imminent demise or hospitalisation due to a serious accident or Illness of a Close Relative.
- You or Your Travelling Companion being called up as for jury service or being subpoenaed as a witness in a Court of Law (other than in a professional capacity)

Curtailment

- Unused accommodation and additional travel expenses which are not recoverable from any other source, because of unexpected Curtailment of Your holiday or Trip after commencement, due to one of the following reasons:
 - Unforeseen Bodily Injury, Illness or death of You, Your Close Relative, Travelling Companion, any person with whom You were going to stay during the Trip.
 - The death, imminent demise or hospitalisation due to a serious accident or Illness of a Close Relative.

Conditions applicable to Cancellation Charges:

(See also General Conditions)

- You must advise Your Travel Agent/Tour Operator or provider of transport / accommodation, as soon as You become aware of the need to cancel Your Trip. We will only be responsible for the cost of cancellation that applied at the time You became aware of the reason for cancellation.
- Our maximum liability under this section shall not exceed the amount paid by You, less any refund recoverable from Your Travel Agent/Tour Operator.
- All claims relating to Cancellation due to a medical reason must be supported by documentation confirming that medical advice was sought and that advice was given by a medical practitioner to cancel a Trip prior to cancellation of that Trip.

Conditions applicable to Curtailment:

(See also General Conditions)

- Prior to curtailment of the holiday, due to medical reasons, a doctor's certificate must be obtained from the attending doctor abroad, confirming the necessity to return Home.
- If You will be more than 32 Weeks pregnant (or 24 Weeks if You know You are having more than one baby) at the start of, or during, Your Trip and You still choose to travel, You may not claim for cutting short Your Trip unless as a result of the Complications of pregnancy or childbirth.

Our medical emergency service must be contacted prior to any arrangements being made to curtail the trip and return Home.

Section 1 Exclusions

Cancellation or Curtailment

(See also General Exclusions)

You are not covered for:

- The Excess referred to in the Schedule of Cover.
- Any known Pre-Existing Medical Condition affecting You unless You have declared the condition to Us and We have written to You accepting it for insurance.
- The cost of recoverable airport charges and levies
- Any circumstances known to You likely to cause cancellation or curtailment, prior to booking.
- Your disinclination to travel for any reason.
- Default, financial or otherwise, of any transport or accommodation provider, or any person or Company operating as Your Agent.
- Failure by the provider of any part of the booked Trip to actually supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise)
- Any expenses payable by the tour operator, hotel or airline or recoverable from any other source.
- Withdrawal from service of the aircraft or sea vessel on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim in this case to the transport operator involved.
- Claims arising from actual or planned Strike or Industrial Action.
- Loss arising directly or indirectly from adverse weather conditions.
- Any claim that comes from pregnancy or childbirth, unless a qualified medical practitioner confirms that the claim comes from the Complications of pregnancy or childbirth (see Definitions on page 10).
- The cost of tours, excursions or rental vehicles.
- Prohibitive regulations by the Government of any country, or delay or amendment of the booked Trip due to Government action.

- Any cancellation or curtailment caused by work commitments or amendment of Your holiday entitlement by Your employer.
- Any claim resulting from Your failure to hold or obtain a valid passport and any required visa in time for the booked Trip
- Additional costs for which You become responsible for as a result of not cancelling a Trip immediately there is reason for a Trip to be cancelled.
- Any claim for irrecoverable payments for unused flight tickets to return home where a claim is also made under Section 1 or 2 for additional return travel expenses
- The cost of this Policy

Section 2 – Medical and Other Expenses incurred abroad

You are covered for:

We will cover up to the amount shown on your Schedule of Cover per Insured Person who suffers a sudden and unforeseen bodily injury or illness or dies during a Trip. We will cover the following costs necessarily and reasonably incurred abroad as a result of You becoming ill, sustaining injury or dying outside Ireland during the Period Of Insurance:

- Reasonable medical expenses for the immediate needs of a medical emergency. Included are doctor's fees, hospital expenses, inpatient and outpatient medical treatment and charges for medical transportation to the nearest suitable hospital abroad, when deemed necessary by a recognised medical practitioner.
- Expenses up to the amount shown on Your Schedule of Cover for burial or cremation of a deceased Insured Person abroad or repatriation of the deceased Insured Person's body or ashes.
- Additional travelling costs to repatriate You Home when recommended by Our Senior Medical Officer. We will pay the additional travelling and accommodation costs for one person to remain with You if it is medically necessary for You to stay beyond Your scheduled return date. If You are travelling alone, We will cover the cost of one person to travel to stay with You if it is medically necessary for You to be accompanied as recommended by Our Senior Medical Officer.
- Reasonable additional accommodation costs up to the amount shown on Your Schedule of Cover in total necessitated by the medical emergency per Trip.
- Costs of providing emergency dental treatment for the immediate relief of pain and/or emergency repairs to dentures or artificial teeth carried out solely to alleviate distress in eating up to the amount shown on Your Schedule of Cover.

Additional Hospitalisation Benefit:

If, during Your trip You are admitted as an in-patient to Hospital for more than 24 hours, on the recommendation of a medical practitioner, We will pay a benefit of the amount shown on Your Schedule of Cover per day up to a maximum of the amount shown on Your Schedule of Cover.

Conditions applicable to Section 2

(See also General Conditions)

- On Your admission to Hospital abroad, Our medical emergency service must be contacted immediately if hospitalisation is likely to last for more than 24 hours.
- We reserve the right to repatriate You to the Ireland when, in the opinion of the doctor in attendance and Our Senior Medical Advisor, the Insured Person is fit to travel. If You do not comply with this decision We reserve the right to withdraw cover with immediate effect.
- The decision on the method of repatriation will be at the discretion of Our Senior Medical Officer subject to consultation with the doctor in attendance.
- In the event of Your Bodily Injury or illness, We reserve the right to relocate You from one hospital to another and arrange for Your repatriation to Ireland

or the UK at any time during the Trip. We will do this if in the opinion of the medical practitioner in attendance or Mapfre Assistance You can be move safely and/or travel safely to Ireland or the UK to continue treatment

- If you hold a valid private health insurance then You must first claim against Your private health insurer for any inpatient medical expenses abroad

Section 2 Exclusions

You are not covered for:

(See also General Exclusions)

- The Excess referred to in the Schedule of Cover.
- Pre-Existing Medical Conditions unless you have declared these to Us and We have written to You accepting them for insurance.
- Any person:
 1. Who receives medical treatment, which, in the opinion of the attendant physician, could reasonably be deferred until that person returns to Ireland.
 2. Any treatment after the insured person has returned to the Republic of Ireland.
- Any claim that comes from pregnancy or childbirth, unless a qualified medical practitioner confirms that the claim comes from the Complications of pregnancy or childbirth (see Definitions on page 10).
- Expenses incurred as a result of Your decision not to be repatriated after the date when in the opinion of Mapfre Assistance it is safe to do so
- The cost incurred in obtaining or replacing medication, which, at the time of departure is known by You to be required or to be continued outside Ireland.
- Costs of telephone calls, other than calls to Mapfre Assistance notifying them of the problem for which You are able to provide a receipt or other evidence to show the cost of the call and the number telephoned
- Any Illness, for which inoculations should have been obtained, prior to the trip.
- Any claims arising from a medical condition, where You travel against the advice of a qualified medical practitioner or would be travelling against the advice of a qualified medical practitioner, had You obtained advice.
- Cost of treatment, not directly related to the injury/Illness.
- Any costs where the transportation Home has not been arranged by Us.
- Any amount recoverable under any National or Private Health Insurance Scheme, Reciprocal Health Arrangement (such as European Health Insurance Card – previously E111) or any other source.

Section 3 – Personal Luggage, Cash and Passport

You are covered for up to the amount shown in Your Schedule of Cover if, in the course of a Trip, Your Personal Luggage, Cash or Passport is damaged, stolen, destroyed or lost (and not recovered). We have the option to either pay You for the loss, or replace, reinstate or repair the items covered. Payment will be on the basis of indemnity, after a deduction for normal wear and tear and bearing in mind the age of the items.

1. Loss or damage by accident or misfortune to Your:
 - Personal Luggage
 - Valuables up to the limit shown on Your Schedule of Cover.
 - Cash up to the limit shown on Your Schedule of Cover.
 - Passport up to the limit shown on Your Schedule of Cover in respect of expenses incurred in obtaining an emergency passport whilst abroad only.
 - Reasonable additional transport costs if You are unable to make Your pre-booked return flight Home following the loss or theft of Your passport within 48 hours of Your pre booked return flight Home
 - Travel Documents (including driving licence)

Temporary loss of luggage:

2. Up to the amount shown in Your Schedule of Cover for essential replacement items in the event of temporary loss, delay or misplacement, while in transit on Your outward Journey, of Your Personal Luggage for more than 12 hours. Any amount paid will be deducted from the final claims settlement should the items prove to be lost permanently.

Conditions applicable to Section 3 (See also General Conditions)

Duty to take care:

You must take proper and due care of Your property including examination of Your luggage on arrival at Your destination. In the event of loss or damage, You must take all reasonable steps to safeguard and recover Your property. You must not leave Your property unsecured or outside Your reach or unattended at any time in a place to which the public have access or in the custody of a person who is not a Travelling Companion.

Any loss or damage, which occurred in transit must be reported to the Carriers, and any loss or theft to the Police, within 24 hours of discovery. In both instances a written report must be obtained.

Temporary loss of baggage is subject to a written report from the carrier and payment of the relevant benefit is subject to receipts for emergency items being submitted.

If You are claiming for stolen or lost goods You must produce a receipt for the purchase of the original goods, which will simplify Our assessment of the claim and speed up payment. The maximum payment for any Single Item for which an original receipt, proof of purchase or insurance valuation (obtained prior to loss) is not supplied is €75, subject to a maximum of €300 for all such items.

If You are claiming for damaged or destroyed goods You must produce a estimate or repair from a reputable dealer confirming the estimated cost of repair.

In respect of 1(a) and (b):

In the event of a claim in respect of a pair or set of articles We shall only be responsible for the value of that part of the pair or set which is lost, stolen or damaged.

If it is not possible to report the loss or damage in transit to the carrier immediately – You must advise them in writing within 7 days of the incident and obtain the aforementioned written report.

Section 3 Exclusions

You are not covered for:

(See also General Exclusions)

- The Excess referred to in the Schedule of Cover (does not apply to loss of passport or temporary loss of luggage). A separate Excess is deductible in respect of claims against each of 1(a) and (c) above.
- More than the amount shown on Your Schedule of Cover for any single article of any kind.
- Valuables or Money unless in Your possession or attended by You or deposited in a safe or safety deposit box at all times.
- Any property in unattended vehicles regardless of the location of the property in the vehicle. (Losses from a roof or boot luggage rack of camping equipment remains covered under this section).
- Loss or damage caused by wear and tear, deterioration, depreciation, moths, vermin, atmospheric or climatic conditions or any process of cleaning, dyeing, repair or restoration.
- Confiscation or detention by Customs or other lawful officials and authorities.
- Electrical or mechanical breakdown or derangement of any article.
- Contact or corneal lenses, spectacles, dentures, bonds, securities, stamps or document of any kind, musical instruments, typewriters, personal computers or lap top computers and/or their accessories or similar items, glass, china, antiques, pictures, pedal cycles, hearing aids, coupons, personal organisers, computerised games and/or their accessories, mobile or portable telephones, televisions, CDs, CD. MP3 or DAT players or similar items, tobacco or tobacco products, alcohol or alcohol products, vehicles and/or their accessories, boats and/or ancillary equipment, samples or merchandise or business goods or specialised equipment relating to a trade or profession.
- Breakage of, or damage to, any fragile or brittle articles, and any consequence thereof, unless caused by fire or accident to the conveyance in which Your Luggage is being carried.
- Breakage of or damage to sports equipment while in use.
- Any property more specifically insured.
- Any item loaned, hired or entrusted to You.
- Items carried as freight or under a bill of lading.
- Loss of passport, if the loss has not been reported to the relevant Consular Authority within 24 hours of discovery.
- Cover for temporary loss of baggage, lost, stolen or damaged baggage for which You have received compensation from someone else.

Section 4 – Delay / Missed Departure / Abandonment

You are covered for:

Delayed Departure

Where strike, industrial action, adverse weather or mechanical breakdown of, or accident to, aircraft or sea vessel on which You are booked as a passenger for Your outward or return journey from or to Ireland, and forming part of a booked Trip, and specified on Your ticket, is cancelled or delayed for a minimum of 12 hours beyond the intended Departure time, We will the cover amount shown on Your Schedule of Cover in respect of every completed 12-hour period of the delay in Your scheduled departure time, up to a maximum of the amount shown on Your Schedule of Cover per Insured Person.

Missed Departure or Connection

Where

- Scheduled public transport services on which You are booked as a passenger fail, or are disrupted
- OR
- The car in which You are travelling is involved in an accident or breaks down

and this stops You from getting to the airport, port or station on time to commence or continue Your pre-booked Trip, We will reimburse You in respect of reasonable additional accommodation and travelling expenses, necessarily incurred – up to the maximum amount of the limit shown on Your Schedule of Cover.

Internal flights which are part of Your Trip and which are pre-booked and paid for in Ireland prior to departure are covered under this section.

Abandonment

Where strike, industrial action, adverse weather or mechanical breakdown of, or accident to, aircraft or sea vessel on which You are booked as a passenger for Your outward journey from Ireland, and forming part of a booked Trip, and specified on Your ticket, result in abandonment of Your outward Trip, We will pay for loss of accommodation and travel charges up to the limit shown on Your Schedule of Cover, paid or contracted to be paid by You, and which are not recoverable from any other source. Subject to a minimum delay of 24 hours from the scheduled departure time.

Conditions applicable to Section 4

(See also General Conditions)

- You must have checked in according to the itinerary given to You by the Tour Operator or Carrier, and obtained written confirmation from them or their Handling Agents of the cause of the delay from the scheduled departure time and the actual period of the delay.
- For cover in respect of missed connection You must allow a sufficient amount of time between Your scheduled arrival at the point of departure for Your connecting flight and the Scheduled time of departure of same.
- A repairers report obtained at the time of the incident will be required for vehicle breakdown claims.

Section 4 Exclusions

You are **not** covered for:

(See also General Exclusions)

- The Excess referred to in the Schedule of Cover (applies only to Abandonment and Missed Departure or Connection).
- Any claim resulting from strike or industrial action, which commenced (or for which an officially stated intent had been given) on or prior to the date of booking Your Trip.
- Failure to check in, in accordance with the terms of the itinerary supplied unless such failure was itself due to an event insured.
- Withdrawal from service of the aircraft or sea vessel on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the transport operator involved.
- Claims where You have not obtained written confirmation from the Carrier or Handling Agent stating the period and reason for delay.
- Delays as a result of Your failure to check in at Your departure point in time.
- Claims for missed connecting flights where insufficient time has been allowed for transfer times.
- Additional costs where the scheduled public transport operator has offered reasonable alternative arrangements.
- Compensation under more than one of “Delayed Departure”, “Missed Departure or Connection” and “Abandonment”.
- Any money that can be claimed from someone or somebody else.
- Any claim caused by traffic congestion.

Section 5 – Personal Accident

If You suffer accidental bodily injury during the Trip, which within 12 months is the sole and direct cause of death or disablement, We will pay You or Your legal personal representatives the amount shown on Your Schedule of Cover due to:

1. Death

OR

2. Loss of one or more limbs, or total and irrecoverable loss of all sight in one or both eyes

OR

3. Permanent Total Disablement

Section 5 Exclusions

You are not covered for:

(See also General Exclusions)

- Compensation under more than one of the above
- Injury not caused solely by outward, violent and visible means.
- Your disablement caused by mental or psychological trauma not involving Your bodily injury.
- Disease or any physical defect, infirmity or illness which existed prior to the commencement of the Trip.
- Any payment in excess of the amount shown on Your Schedule of Cover per Insured Person.
- Any payment in excess of €1,250/£1,000 arising from the death of Insured Persons under 16 years of age

Section 6 – Public Liability

If in the course of a Trip, You become legally liable for accidental bodily injury to, or the death of, any person and / or accidental loss of or damage to their property, then:

On condition that there is no other insurance in force covering the loss, the material damage or Your liability, We will indemnify You (or in the event of Your death, Your legal personal representatives) against: -

- All sums which You shall become legally liable to pay as compensation; and
- All law costs awarded to any claimant or incurred in the defence of any claim that is contested by Us or with Our consent.

We will pay up to the maximum of the amount shown on Your Schedule of Cover under this Policy (including costs). This limit applies to any and all claimants in any one Period of Insurance affected by any and all occurrences with any one original cause.

Section 6 Exclusions

You are not covered for:

(See also General Exclusions)

- Injury to, or the death of, any member of Your family or household, or any person in Your service.
- Loss of or damage to property belonging to, or held in trust by You or Your family, household or servant.
- Loss of or damage to property which is the legal responsibility of You or Your family, household or servant. This exclusion shall not apply to temporary accommodation, which You occupy and for which You assume contractual responsibility during Your Trip.
- Any liability, which attaches by virtue of a contractual agreement, but which would not attach in law in the absence of such an agreement.
- Claims for injury, loss or damage arising directly or indirectly from: ownership or use of: aircraft; horse-drawn, motorised, mechanically-propelled or towed vehicles; vessels (other than row boats, punts or canoes); animals (other than domestic dogs or cats); firearms (other than sporting guns).
- The pursuit or exercise of any trade, profession or gainful occupation, the participation in any Hazardous Activity (as defined), or the supply of goods and services by You.
- The occupation or ownership of any land or building.
- Wilful or malicious acts of the Insured Person.
- Liability or material damage for which indemnity is provided under any other insurance.
- Accidental injury or loss not caused through Your negligence in respect of property damage caused to temporary holiday accommodation

Section 7 – Legal Expenses

You are covered for:

We will provide telephone advice, guidance and assistance on any legal problem that arises in connection with a Trip or in connection with Your Home. This service is available when You start Your Trip until 7 days after You return Home.

If You suffer death, Illness or personal injury during the Trip or if Your Home suffers damage during the Trip then in the event that You or Your personal representatives decide to take out legal proceedings in pursuit of compensation, and We consider that You are likely to obtain a reasonable settlement and that the costs of pursuing legal proceedings are likely to be proportionate to the settlement amount.

We will advance on Your behalf

- Up to the amount shown on the Schedule of Cover in total under this Policy per Insured Person (and in total for all Insured Persons in connection with any one event giving rise to a claim) for legal costs and expenses directly incurred in the pursuit of these proceedings.
- Additional travel expenses in the event that a Court outside Ireland requires You to attend in connection with an event giving rise to an action under this Section, up to a maximum per Insured Person of €350/£300.

Where We have instituted proceedings on Your behalf and You receive no compensation, or only limited compensation, We will indemnify You against claims for fees, costs and expenses arising out of the proceedings, to the extent that these fees, costs and expenses exceed the amount of any compensation You have received, with a limit of the amount shown in the Schedule of Cover in total under this Policy per Insured Person (and in total for all Insured Persons in connection with any one event giving rise to a claim). This benefit will be offset against the advance described above.

We shall have complete control over the legal proceedings and the appointment and control of a lawyer. We shall, with Your agreement, appoint a lawyer on your behalf with the expertise and qualifications necessary to pursue Your claim. If You are unable to agree with Us on a suitable lawyer, We will ask the ruling body for lawyers in the country where the event giving rise to the claim occurred to nominate another lawyer. In the meantime, We may appoint a lawyer to protect Your interests.

If an award of compensation is made and You, or a lawyer instructed on Your behalf, receive payment, then all sums advanced or paid by Us or due from Us shall be repaid out of the compensation received.

We can opt to conduct legal proceedings instituted in the United States of America or Canada under the contingency fee system operating in North America.

We will not institute legal proceedings in more than one country in respect of the same occurrence.

You must notify Us as soon as possible of any incident which may give rise to a claim and at the latest, within 90 days.

Section 7 Exclusions

You are **not** covered for:

(See also General Exclusions)

- Costs or expenses incurred without prior authorisation by Us.
- The pursuit of a claim against Us, Our Agent or an Insurer underwriting any section of this Policy or a Travel Agent, Tour Operator, Carrier or any supplier under a package holiday arrangement.
- Actions between Insured Persons or Travelling Companions or actions pursued in order to obtain satisfaction of a judgement of legally binding decision.

Section 8 – Student Loans

What is covered:

We will pay You or Your estate up to the amount shown in the policy schedule in respect of an outstanding loan in Your name through a regulated financial institution which was arranged by You for the purpose of the payment of the USIT student programme fees or attending university or other third level institutions arising as a result of

1. You sustaining Bodily Injury which shall solely and independently of any other cause, result within 180 days in Your death, Loss of Limb, loss of sight or Permanent Total Disablement and prevent you from engaging in paid occupations covered under this policy.

Special Conditions Relating to Claims

Our medical practitioner may examine you as often as they deem necessary in the event of a claim

Provisions

Benefit is not payable to You:

- a. Under more than one of the items shown in the policy schedule
- b. Under Permanent Total Disablement until one year after the date You sustain the Bodily Injury
- c. Under Permanent Total Disablement, if You are able or may be able to carry out any gainful employment or gainful occupation

Section 8 Exclusions

You are not covered for:
(See also General Exclusions)

- The Excess as shown in the policy schedule.
- Claims arising directly or indirectly as a result of Your failure to comply with the important conditions relating to Your health shown on page 8
- Anything mentioned in the General Exclusions

Section 9 – Government Travel Advice

What is covered

We will pay You up to the amount shown in the policy schedule for any cancellation fees incurred in respect of:

- 1) Pre-paid travel and accommodation costs
- 2) School and University fees paid to colleges abroad

Which you have paid, if You have to cancel Your Trip after Your policy has been issued due to a government travel notice being issued for Your destination within 14 days of the original travel date and You are advised not to travel to Your original destination.

Special Conditions Relating to Claims

You must provide evidence of the government notice and issue date of this notice.

Section 9 Exclusions

You are not covered for:
(See also General Exclusions)

- The Excess as shown in the policy schedule
- Fess incurred by You if the Airline or other carries makes alternative arrangements to accommodate You or re-arrange flights
- Fees incurred by You if the country listed by the government notice is a transit stopover for less than 30 days

Section 10 – Credit Card Fraud

You are covered for:

We will pay You up to the amount shown in the policy schedule for loss suffered solely as a result of any credit or cash card for which You are responsible, being stole or lost and/or fraudulently used outside Ireland and the UK, by any person other than You or a Close Relative or Your Travelling Companion.

Section 10 Exclusions

You are not covered for:
(See also General Exclusions)

- The Excess as shown in the policy schedule
- Claims where You can or could have recovered Your losses from any other source
- Claims where the card's reporting of loss procedures have not been followed
- Any costs incurred in the replacement or return of the lost or stolen card
- Claims occurring outside of 31 days from the date of return to Your normal country of residence

Section 11 – Loss of Earnings

What is covered:

We will pay You the amount shown in the policy schedule in respect of loss of earnings resulting from You being hospitalised as an inpatient whilst overseas for a period of five consecutive working days during Your Trip resulting in You being unable to attend Your place of work.

Special Conditions Relating to Claims

- 1) You must provide an official medical report confirming the duration and reason You were unable to work
- 2) You must provide written evidence from Your employer confirming the duration and reason for Your absence from Your place of work
- 3) You must give notice immediately to us of any bodily injury or illness which necessitates Your admittance to hospital as an inpatient

Section 11 Exclusions

You are not covered for:
(See also General Exclusions)

- The Excess as shown in the policy schedule
- Loss of salary which can be recovered from another source

Optional Cover

The optional cover is only applicable where the relevant premium(s) has been paid and the Schedule is noted accordingly.

Section 12 – Winter Sports

You are covered for:

12(a) Inability to Ski

The cover includes financial loss You suffer concerning deposits or payments You have made (or have contracted to pay) for your ski pack that You cannot recover if you have to register a claim under Section 1 - Cancellation and Curtailment.

OR

If You are certified by a medical practitioner at the ski resort as being unable to ski as a direct result of injury or sudden and unforeseen illness occurring during the Trip, a proportionate refund in respect of charges for Your unused ski-pack up to the limit of up to the amount shown on your Schedule of Cover is provided under Inability to Ski cover.

12(b) Skis, Ski Equipment & Ski Pass

The cover under Section 3 (a) is extended to apply to damage to, and loss or theft of, skis (including bindings) and ski equipment belonging or hired to You, up to the amount shown on Your Schedule of Cover per Insured Person.

Skis and ski equipment are covered against damage or loss whilst in use.

Skis are covered when locked to a roof rack, which is itself locked to the roof of a vehicle.

Cover under Section 3 (c) is extended to include Your ski pass.

Conditions applicable to Section 14(b)

The maximum payment for any Single Item for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied is €75, subject to a maximum of €300 for all such items.

Age of item:

Up to 1 year old -	90% of purchase price
Up to 2 years old -	70% of purchase price
Up to 3 years old -	50% of purchase price
Up to 4 years old -	30% of purchase price
Up to 5 years old -	20% of purchase price
Over 5 years old -	Nil payment

Our liability for Ski Equipment hired by You shall be further limited to the Insured Persons liability for such loss or damage.

12(c) Piste Closure

If, due to lack of snow in the pre-booked resort, there is a total closure of the lift system and it is not possible to ski for a period in excess of 12 hours, We will either pay You an amount not exceeding the amount shown on Your Schedule of Cover per day to enable You to travel to another resort, or a benefit of the amount shown on Your Schedule of Cover per day where no alternative resort is available. A written report must be obtained from the resort officials in confirmation of these events.

12(d) Avalanche or Landslide

We will pay up to the amount shown on Your Schedule of Cover in all per Insured Person per day, in order to reimburse You for reasonable extra accommodation and travel expenses You have to pay if scheduled public transport services are cancelled or curtailed following avalanches or landslides.

Conditions applicable to Winter Sports

(See also General Conditions)

- For claims in respect of unused ski pack/ski hire due to Illness/Bodily Injury a certificate from the attending doctor must be obtained.
- **Off-Piste**
For Your protection, and to ensure continuity of the insurance cover, We have drawn up the following guidelines:
 - You must observe the rules of the resort or area. If in doubt, You should follow the advice of the local guides or instructors.
 - Where off-piste is only allowed in the company of a guide, the guide's advice should be strictly followed.
 - If You are inexperienced, You should not go off-piste except under the supervision of a guide.
 - You must exercise common sense and follow sensible local practices

Section 12 Exclusions

You are not covered for:

(See also General Exclusions)

- Claims arising from closure of the Winter Sports lift system due to avalanches or dangerously high winds
- Under Section 12 (c) Trips in the Northern Hemisphere outside the period commencing 1st November and ending 31st March
- Under Section 12 (c) Trips in the Southern Hemisphere outside the period commencing 1st May and ending 30th September

Section 13 – Summer Exam Failure

We will pay You up to the amount shown in your policy schedule for additional travel and accommodation expenses incurred by You as a result of returning to Ireland and the UK to retake public or university exams and then return to Your destination, provided cover was issued before You sat Your initial exam.

Special Conditions Relating to Claims

You must get an official exam report to substantiate Your claim.

Section 13 Exclusions

You are not covered for:
(See also General Exclusions)

- The Excess as shown in the policy schedule
- Claims arising which are not substantiated by an official exam report
- If the results of Your examination are known or are available to You prior to Your original departure date
- More than the cost of the flight arranged by Us or the actual costs incurred by You (whichever is the lesser) if You chose not to accept the flight arranged by Us
- The cost of Your flight Home should Your original flight ticket allow You to return to Ireland or the UK before the examination retake date
- Any project work which is part of Your exam results

Summer Exam Failure Claims

If You have been advised that You have failed your summer exams then You must contact MAPFRE Assistance Claims on +353 91 501613 or 646 254 3539 and provide your policy number. MAPFRE will send a claim form to You to be completed. Please send the completed form by fax or post together with official confirmation (or website details where exam results can be verified) of your exam failure to MAPFRE Assistance Claims, fax +353 91 501618, or by post to MAPFRE Assistance, Ireland Assist House, 22-26 Prospect Hill, Galway.

As soon as the re-sit dates are known You must notify USIT NYC (J1 Exam Failure Only) by calling 1-800-865-9348 or email examfailure@usit.ie within 48 hours of receipt of new exam re-sit dates where they will arrange new flights. For non J1 passengers with exam failure cover, You must contact USIT Call Centre in Dublin on +353 602 1600 or email examfailure@usit.ie

Any additional payment above the insured levels must be paid directly to USIT by phone and credit card only.

Claims Procedure

First, check the Section of Your Policy to make sure that what You are claiming for is covered.

Then telephone Our Claims Helpline on the number listed on Your Schedule of Cover to obtain a Claim Form, giving Your name and insurance reference number, and brief details of Your claim.

All claims must be submitted within 30 days of Your return on an original Claim Form, accompanied by original invoices, receipts, reports, etc. Please refer to the relevant Section of Your Policy for specific conditions and details of the supporting evidence that We require.

Please remember that it is always advisable to retain copies of all documents when submitting Your Claim Form.

To obtain a Claim Form in respect of claims for Sections 1-6 and Section 8 please contact:

**MAPFRE ASSISTANCE Agency Ireland
22-26 Prospect Hill
Galway
Ireland**

**Phone: 091 501 613
From USA: 646 254 3539**

To obtain a Claim Form in respect of claims for Section 7 please contact:

**Arc Legal Assistance
Lodge House
Lodge Lane
Langham
Colchester
CO4 5NE
England**

The telephone number to call is listed on Your Schedule of Cover.

Please note, to register a new claim or to query an existing claim, please call Monday-Friday 9am – 5pm.

Your Emergency Assistance Line is open 24 hours a day, 365 days a year.

For our joint protection, all telephone calls are recorded and/or monitored.

PLEASE NOTE

As the circumstances of different claims are not the same it may be necessary for Us to request additional information / documentation along with the details given below.

Depending on the type of claim, please complete (in full) the relevant Claim Form and forward it and the documents required on Your Claim MAPFRE ASSISTANCE Agency Ireland. For Your convenience, some of the extra details required are outlined below:

Luggage

Forward full particulars of property lost or damaged, including bills/invoices to support values or paid invoices for cost of repairs. For loss or theft claims, a Police Report / Airline Property Irregularity Report must also be forwarded.

Money

Forward full details together with the Police Report and substantiation of the ownership of the money prior / after the loss occurring.

Medical

Forward details of Illness or injury together with original receipts and medical reports confirming the condition for which treatment was sought for expenses incurred abroad.

Cancellation

Give reason for cancellation supported by booking invoice (from the Tour Operator) receipt, cancellation invoice (from the Tour Operator) and medical certificate / death certificate where appropriate.

Curtailement

Original booking invoice from the Tour Operator, original flight tickets and/or new flight tickets, confirmation of the necessity to curtail the trip from the treating doctor or relevant medical certificate in respect of the person giving rise to the claim and receipts for the additional expenses incurred.

Personal Accident

Forward full details of accident or injury.

Public Liability

See conditions under the relevant Sections contained in this document.

Delay/Missed Departure/Abandonment

Forward written confirmation of the duration of the delay along with the cause from the carrier.

Legal Expenses

Forward full details of accident or injury.

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, Ireland Assist House 22-26 Prospect Hill, Galway. Or email: DPO.IRELAND@mapfre.com

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, Ireland Assist House 22-26 Prospect Hill, Galway. Or email: DPO.IRELAND@mapfre.com

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.