

Backpacker

Your policy document

CHUBB®

Travel insurance

Contact information

Customer Services

T 1800 200 035 or + 353 (0)1 440 1765
Call this number if your circumstances change and you need to update your policy or if you have a question.

Chubb Assistance

T +353 (0)1 440 1762

Insurer

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

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Welcome

Backpacker Travel Insurance

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

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

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

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

If **You** have any questions please call **Us** on 1800 200 035 from within **Ireland** or +353 (0)1 440 1765 from outside **Ireland** or email: irelandenquiries@chubb.com



James Duncan
Authorised Official
For Chubb European Group Limited

Advice for travellers

Reciprocal Health Agreements

EEA

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

Department of Health and Children
Hawkins House, Hawkins Street
Dublin 2
Ireland
T: 01 6354001
www.dohc.ie

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

Australia

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

Rest of the World

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

Travel Advice Unit of the Department of Foreign Affairs

The Travel Advice Unit of the Department of Foreign Affairs and the World Health Organisation (WHO) periodically issue guidelines about locations around the world and whether it is advisable to travel to, or within, such locations. The **Person Insured** is strongly advised to contact the DFA's before travelling. Their contact details are:

Department of Foreign Affairs
80 St. Stephens Green
Dublin 2
T: (01) 4780822
www.dfa.ie/home

Key benefits

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

Key Benefits	Key Exclusions	Maximum Payable	Excess Per Person Per Claim
Cancellation	Illness or death of anyone not insured under the policy, immediate family members who are not residents of Ireland If You, or any other Person Insured, were aware of any reason, either at the time a Holiday was booked or at the time You purchased this Policy, why that Holiday might have to be cancelled	€2,000	€100
Travel Delay	Must be delayed for at least 12 hours on the outbound or return journey	€150	Nil (unless the Holiday is abandoned)
Baggage Delay	Must be a minimum of 12 hours after arriving at your destination Baggage delayed on Return Journeys No receipts for items purchased	€100	Nil
Personal Accident	If death, loss or disability is Due To disease or any physical defect, injury or illness which existed before the Holiday	€15,000	Nil
Medical Expenses	Pre-existing conditions or travelling against the advice of a doctor	€2,000,000	€100
Hospital Benefit	Any institution not recognised as a hospital in country of treatment	€200	Nil
Personal Property	Max limit for any one item and valuables in total is €250 Valuables left unattended (check in luggage, back seat of car, out of sight) Dentures, hearing aids, prescription glasses, sunglasses, prescription sunglasses, contact or corneal lenses	€1,000	€100
Lost/Stolen Money (per person)	If police report/hotel management report is not provided to verify loss/theft of money	€200	€100
Loss of Passport/ Driving Licence	We will not pay unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and We are provided with a copy of the original written Police report and report to the hotel management as applicable	€200	Nil
Hijack	Any criminal act	€500	Nil
Personal Liability	Any wilful or malicious act	€2,000,000	Nil
Overseas Legal Advice & Expenses	Any criminal or wilful act or any claim reported 24 months after the beginning of the incident which led to the claim	€15,000	Nil
Mugging	If the mugger or attacker is known to You	€500	Nil
Search and Rescue	Must be provided by a recognised recovery service	€5,000	Nil
Catastrophe	Disinclination to travel	€500	Nil

The information you provide

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

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

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

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

This section represents a condensed explanation of how **We** use **Your** personal information. For more information, **We** strongly recommend **You** read **Our** user-friendly Master Privacy Policy, available here: <https://www2.chubb.com/ie-en/footer/privacy-policy.aspx>. **You** can ask **Us** for a paper copy of the Privacy Policy at any time, by contacting **Us** at <mailto:dataprotectionoffice.europe@chubb.com>.

Part I

1.1 Definitions

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

€
Euro(s).

Abroad
outside **Ireland**.

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

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

Chronic
a Chronic condition is a condition that, based on current medical understanding, can be treated but not cured.

Chubb Assistance
a. the telephone advice, information and counselling services; and or
b. the travel assistance and emergency medical and repatriation services, arranged by **Chubb**.

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

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

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

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

- i. a **Person Insured**; or
- ii. a relative of a **Person Insured** unless approved by **Us**.

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

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

- a. **Cancellation, Curtailment and Rearrangement, Personal Property, Money, Catastrophe** €100
- b. Medical and Additional Expenses (other than those below)
 - i. resulting from **Hazardous Activities** €250
 - ii. resulting from **Extreme Activities** €500
 - iii. resulting from injury or illness other than i. or ii. above €100

General Sports and Recreational Activities

Abseiling*, Aquathlon, Archery**, Arm Wrestling, Badminton, Bankshot Basketball, Basketball, Beach Basketball, Biathle, Body Boarding, Bocce, Boomerang**, Bowls, Canoeing (inland excluding white water), Carriage or Hay or Sleigh Rides, Clay Pigeon Shooting***, Cricket**, Croquet, Curling, Cycling (not competitive or mountain), Deep Sea Fishing (not commercial or competition), Dinghy Sailing, Dragon Boating, Dressage, Dry Skiing, Duathlon, Elephant Riding (less than 2 days), Farm Holiday, Farm **Work** (not involving machinery), Hot Air Ballooning, Fell Running, Fell Walking, Fishing, Flying Discs, Football (Association)**, Footbag (hacky sack), Go Karting**, Golf**, Gliding with an Instructor, or qualified***, Hammer**, Handball, Heptathlon, Hiking (under 1,000 metres no guides or ropes), Horse Riding* (helmet must be worn), In Line Skating, Javelin**, Jetskiing**, Kayak Polo, Kayaking (inland excluding white water), Korfball, Lacrosse, Land Sailing, Lapland Trip, Laser Games, Long Jump, Marathon Running, Maxi-Basketball, Mini-Basketball, Motor Rallies (excluding racing)***, Mountain Biking (on road), Netball, Orienteering, Paddleball, Paintballing**, Parascending (over water), Pony Trekking, Race Walking, Racquetball, Rafting (Not White Water), Rambling, Roller Skating, Rollerblading, Rounders, Rowing, Running, Safaris/ Gorilla Tours (organised only), Sail Boarding, Sailing (inland/coastal only), Shot Put, Snorkelling, Soccer, Softball, Squash, Streetball, Swimming, Table Tennis, Team Handball, Tennis,

Trekking on foot (not in remote or mountainous areas), Triathlon, Triple Jump, Tug of War, Twirling, Underwater Hockey, Volleyball, Water Polo, Water Skiing**, Wheelchair Racing, Windsurfing, Yachting (inside territorial waters).

Hazardous Activities

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

Extreme Activities

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

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

Asterisks are used to indicate for all categories above where, for a specific activity, a particular cover is not offered under this Policy. These are as follows:-
* = Excludes Personal Accident Cover
** = Excludes Personal Liability Cover
*** = Excludes both Personal Accident Cover and Personal Liability Cover.

Important

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

Hijack

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

Hijackers

the perpetrators of a **Hijack**.

Ireland; Irish

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

Journey

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

OSG

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

Partner

- i. **Your** spouse; or
- ii. **Your** civil partner registered pursuant to the Civil Partnership and Certain Rights and Obligations

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

Period of Insurance

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

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

Public Conveyance

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

Rearrangement Costs

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

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

Specially Designated List

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

War

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

Work

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

All non-manual work

- Any professional, clerical or administrative work

All Study

- Any study course or programme

Childcare

- Au pair
- Nanny
- Child minder

Education

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

Entertainment (not covered if **Your** livelihood currently or after **Your Journey** is dependent on **You** being able to work in entertainment)

- Musician and singer

- Comedian
- Children's Entertainer

Farming and Agriculture

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

Food and drink

- Chef
- Kitchen assistant
- Bar work
- Waiting / waitressing

Health and beauty

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

Sports and activities

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

Tourism

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

Vocational

- Conservation work (including wildlife) unless involving the following animals: snakes; crocodiles; elephants; lions; hippopotamuses; sharks.
- Community work (including supervised construction duties, but excluding the use of plant, machinery or power tools)
- Volunteer work (including supervised construction duties, but excluding the use of plant, machinery or power tools)
- Caring / nursing (excluding the administering of drugs or medicine) Fund raising and charity work

Other occupations

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

We, Us, Our

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

World Regions:

Australia

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

Europe

Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, the Channel Islands (unless

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

Worldwide Excluding USA, Canada & the Caribbean

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

Worldwide

anywhere in the world.

You; Your

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

1.2 Journeys Covered

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

1.3 Persons Insured

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

You must be:

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

1.4 When cover operates for a Journey

- i. Insurance cover for Cancellation under Part III Section 1 - Cancellation, Curtailment and Rearrangement begins when a **Journey** is booked, if this Policy is in force at the time of booking, or when **You** purchase this Policy.
- ii. Insurance cover under all other Sections operates for a **Journey** that takes place during the **Period of Insurance** and includes travel directly to and from **Your** home provided the return home is completed within 24 hours of return to **Ireland**.
- iii. If **Your** return from a **Journey** is unavoidably delayed **Due To a Claim**, **You** will continue to be covered without any additional premium for the period of the delay.

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

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

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

1.5 Claims Conditions

We have the right to refuse to pay any **Claim** if:

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

1.6 Making a Claim

Type of **Claim**

- a. Medical Expenses only
Please use the Medical Emergency Service (part of the cover provided under Part III Section 5 MEDICAL AND ADDITIONAL EXPENSES). Contacting **Us** first may delay treatment.
- b. Other **Claims**
Travel Insurance Claims
OSG
Merrion Hall
Strand Road
Sandymount
Dublin 4
T: 1800 200 035
or + 353 (0)1 440 1765
E: irelandenquiries@chubb.com

To make a **Claim** please phone or write to **OSG** Travel Claims within 30 days of the incident, or as soon as possible

afterwards and provide **Your** name, address and Policy number.

CLAIM FORMS: **You** can print off and use a claim form from **Our** website at www.chubbinsure.ie

Reporting Lost or Stolen Property

Type of lost or stolen property

i. ***Money, Valuables or Personal Property***

You must notify the local Police within 24 hours of discovery and provide **Us** with a copy of their written report

ii. travellers' cheques

You must notify the local branch or agent of the issuing company

iii. any property lost or stolen from a hotel

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

Part II

Chubb Assistance

- i. **Medical Emergency and Referral and**
- ii. **Personal Assistance Services**

T: +353 (0)1 440 1762

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

Important

This is not Private Medical Insurance. Please refer to the details provided under the heading 'Reciprocal Health Agreements' on page 5 of this Policy.

If **You** require medical treatment **You** must contact **Chubb Assistance** immediately and before incurring any costs covered under this section. If you do not do this, **We** may reject **Your** claim or reduce its payment.

- i. **Medical Emergency and Referral Services**

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

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

- A. **Medical Referral**

Provision of the names and addresses of local **Doctors**, hospitals, clinics and dentists when consultation or treatment

is required, arrangements for a **Doctor** to call, and, if necessary, for **You** to be admitted to hospital.

- B. **Repatriation**

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

- C. **Payment of Bills**

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

- D. **Drug Replacement**

Assistance with the following:

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

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

E. Transmission of Urgent Messages
To relatives or business associates.

F. Unsupervised **Children**

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

ii. **Non-insured Facilitation Services**
Chubb Assistance will provide **You** with the Following services, in an emergency, when he or she is on **Journey**.

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

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

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

B. Message Relay

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

C. Tracing **Personal Property**

Tracing and re-delivery of **Personal Property** that has been lost or misdirected in transit if the Carrier has failed to resolve the problem.

PLEASE NOTE: the Person Insured must have their **Personal Property** tag number available.

D. Replacement Travel Documents

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

E. Lost Credit Cards

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

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

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

Part III

SECTION 1. Cancellation, Curtailment or Rearrangement

(Maximum payable for any one **Journey**: €2,000)

A. Cover

We will pay **Cancellation** or **Curtailment** or **Rearrangement Costs** up to €2,000 for any one **Journey** if it becomes necessary to cancel, curtail or rearrange the **Journey Due To**:

- i. the death, serious injury, sudden illness or complications in pregnancy (including complications in pregnancy as diagnosed by a **Doctor** or specialist in obstetrics, provided that if **You** are travelling between 28 and 35 weeks pregnant **You** obtained written confirmation from a **Doctor** of **Your** fitness to travel no earlier than 5 days prior to the outbound travel date) of **You** or anyone whose health or wellbeing your **Journey** depends on;
- ii. **You** being compulsorily quarantined, on the orders of a treating **Doctor**. provided that such cancellation, curtailment or rearrangement is confirmed as medically necessary by a **Doctor**;
- iii. a **Public Conveyance** being cancelled or curtailed because of adverse weather, industrial action, or mechanical breakdown or derangement;
- iv. **Your** compulsory quarantine, jury service or subpoena or hijacking of the conveyance in which **You** are travelling;

- v. **Your** unemployment which qualifies for payment under any applicable statute;
- vi. serious damage making **Your** home uninhabitable;
- vii. **Your** presence being required by the Police following a burglary or attempted burglary at **Your** home.

B. Exclusions

(General Exclusions apply as well)

We will not pay:

- i. **Cancellation, Curtailment or Rearrangement Costs**:
 - a. where such cancellation, curtailment or rearrangement has not been confirmed as medically necessary by a **Doctor**;
 - b. **Due To** any medical condition for which **You** or a member of **Your** Immediate Family have received treatment or advice from a **Doctor** in the 12 months prior to applying for the Policy;
- ii. **Cancellation, Curtailment or Rearrangement Costs** where such cancellation or curtailment results from a medical condition affecting anyone whose health or wellbeing **Your Journey** depends on
 - a. the condition was diagnosed before **You** bought this Policy; and
 - b. at the time **You** bought this Policy, the diagnosed condition could reasonably have been expected to result in
 - i. death, serious injury or sudden illness; or
 - ii. a sudden deterioration in health.

- iii. if a strike or industrial action is public knowledge when this Policy is taken out or a **Journey** is booked;
- iv. if an aircraft, sea vessel or train is withdrawn from service on the orders of the recognised regulatory authority in any country;
- v. if **You** are called as an expert witness or if **Your** occupation would normally require a Court attendance;
- vi. if **You** were unemployed or knew **You** might become unemployed at the time a booking was made;
- vii. if any other adverse financial situation necessitates cancellation, curtailment or rearrangement of a **Journey**;
- viii. the **Excess**;
- ix. any loss, charge or expense **Due To**:
 - a. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;
 - b. disinclination to go on a **Journey**; or
 - c. prohibitive regulations by any government or public authority of any country;
- x. a charge or expense paid for or to be discharged with any kind of promotional voucher;
- xi. if **You** were aware of any reason, either at the time **You** booked **Your Journey** or at the time **You** purchased the Policy, that might mean **You** had to cancel, curtail or rearrange that **Journey**.

SECTION 2. Travel Delay

(Maximum payable for any one **Journey**: €100)

A. Cover

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

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

B. Exclusions

(General Exclusions apply as well)

We will not pay:

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

SECTION 3. Personal Accident

(Maximum payable for any one

Journey: €15,000 Accidental Death /
€15,000 **Loss of Sight** or **Loss of Limb**/
€40,000 **Permanent Total Disability**)

Definitions

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

Bodily Injury

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

Loss of Limb

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

Loss of Sight

- a. in both eyes when **Your** name has been added to the NCBI register of Blind Persons on the authority of a qualified ophthalmic specialist.
- b. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (i.e. **You** are only able to see at 3 feet that which **You** should normally be able to see at 60 feet) and **We**

are satisfied that the condition is permanent and without expectation of recovery.

Permanent Total Disability

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

A. Cover

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

- i. €15,000 for death; or
 - ii. €15,000 for Loss of Sight or **Loss of Limb**; or
 - iii. €40,000 for Permanent Total Disability;
- for any one **Journey**.

B. Exclusions

(General Exclusions apply as well)

We will not pay:

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

SECTION 4. Medical and Additional Expenses

Maximum amounts payable:

- i. for dental, physiotherapy chiropractic or osteopathy expenses - limit €250
- ii. for funeral expenses - limit €10,000
- iii. for medical expenses resulting from Hazardous Activities or Extreme Activities - limit €1,000,000
- iv. otherwise - €2,000,000

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

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

Important

This is not Private Medical Insurance. Please refer to the details provided under the heading 'Reciprocal Health Agreements' on page 5 of this Policy.

If **You** require medical treatment **You** must contact **Chubb Assistance** immediately and before incurring any costs covered under this section. If you do not do this, **We** may reject **Your** claim or reduce its payment.

A. Cover

If **You** are injured or becomes ill (including complications in pregnancy as diagnosed by a **Doctor** or specialist in obstetrics, provided that if **You** are travelling between 28 and 35 weeks pregnant **You** obtained written confirmation from a **Doctor** of **Your** fitness to travel no earlier than 5 days

prior to the outbound travel date) during a **Journey**,

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

- i. Up to €250 for dental expenses incurred for the relief of pain or discomfort only;
- ii. Up to €150 for physiotherapy, chiropractics or osteopathy expenses incurred;
- iii. Up to €1,000,000 for medical (excluding dental but including optical expenses), repatriation or travel expenses incurred within 12 months of incurring the first expense resulting from engaging in **Hazardous Activities** or **Extreme Activities**;
- iv. €2,000,000 for medical (excluding dental but including optical expenses), repatriation or travel incurred within 12 months of incurring the first expense other than for i, ii, and iii. above;

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

Repatriation must be:

- a. authorised by **Chubb Assistance**;
- b. necessary on medical grounds; and
- c. to **Ireland**.

- v. costs for additional travel and hotel expenses including those for any one other person if **You** have to be accompanied on medical advice. These must be authorized in advance by **Chubb Assistance**;
- vi. if **You** die, up to €10,000:
 - a. for cremation or burial charges in the country in which **You** died; or
 - b. to transport **Your** body or ashes back to **Ireland**.

B. Exclusions

(General Exclusions apply as well)

We will not pay:

- i. any amount recovered under a reciprocal health agreement with any country;
- ii. for any treatment not confirmed as medically necessary;
- iii. any expenses incurred in a private hospital unless such expenses have been authorized in advance by **Chubb Assistance**;
- iv. any expenses incurred in Australia or New Zealand for treatment which is not available under the national Medicare or equivalent scheme unless such expenses have been authorized in advance by **Chubb Assistance**;
- v. any expenses incurred in **Your** country of residence;
- vi. any additional travelling expenses not authorized by **Chubb Assistance** if **You** have to return home earlier than planned or be repatriated from a **Journey**;
- vii. for medical treatment that **You** travelled **Abroad** to obtain;
- viii. for dental expenses other than for the relief of pain or discomfort only;
- ix. for medication **You** are taking before and which **You** will have to continue taking during a **Journey**;
- x. For surgery, medical, dental or preventative treatment which can be delayed in the opinion of **Chubb Assistance** until he or she returns to **Ireland**;
- xi. more than €250 for any one **Journey** for dental expenses, and then only provided that such expenses are incurred in providing the minimum treatment necessary to relieve pain and discomfort for the duration of the **Journey**;
- xii. more than €150 for any one **Journey** for physiotherapy, chiropractics or osteopathy, and then only provided that such treatment is prescribed by a **Doctor**;
- xiii. for any expenses incurred for alternative or complementary medicines or treatment other than as provided for in Exclusion B xii. above;
- xiv. any additional costs for single or private room accommodation;
- xv. for any expenses incurred after the date when, in the opinion of **Chubb Assistance**, **You** are fit to be repatriated to **Ireland**.
- xvi. any expenses incurred **Due To** a tropical disease where the Person Insured has not had the vaccinations or taken the medication appropriate and customary for the country being visited, unless they have written confirmation from a **Doctor** that they should not be vaccinated

- or take the medicine on medical grounds;
- xvii. additional travel and hotel expenses incurred which have not been authorized in advance by **Chubb Assistance**;
- xviii. cremation or burial costs in **Ireland**;
- xix. the **Excess**, except where **You** have obtained a reduction in the cost of medical expenses in European Union countries by using the European Health Insurance Card.

SECTION 5. Hospital Benefit

(Maximum payable for any one **Journey**: €200)

A. Cover

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

B. Exclusions

(General Exclusions apply as well)

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

SECTION 6. Personal Property

(Maximum payable for any one **Journey**: €1,000)

NOT COVERED ON BUDGET OPTION

Warning

Personal belongings left unattended, out of **Your** sight or in a position where **You** cannot prevent interference with them (e.g. if **You** go for a swim, or a drink or other reason) are not covered by this insurance. Do not leave personal belongings unattended unless locked away.

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

Definitions

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

Personal Property

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

Repair and Replacement Costs

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

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

Unattended

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

Valuables

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

A. Cover

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

B. Exclusions

(General Exclusions apply as well)

- i. **We** will not pay
 - a. more than €100 for a single item, pair or set, or part of a pair or set;
 - b. more than €100 for golf clubs, bags and accessories;
 - c. more than €100 for **Valuables** in total and will only pay if the **Valuables** are attended by **You** or are in a safety deposit box at the time they are lost, damaged or stolen;
 - d. unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with a copy of the original written Police report and report to the hotel management as applicable;
 - e. for loss, theft or damage to:
 - i. **Personal Property** more specifically insured or recoverable under any other insurance policy;
 - ii. **Personal Property** left **Unattended** in a public place;
 - iii. **Personal Property** left in an unattended vehicle:
 - i. unless it was in the locked boot of the vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view, and there is evidence of forced entry;
 - ii. between the hours of 2200 and 0800;

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

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

SECTION 7. Money

(Maximum payable for any one
Journey: €200)

NOT COVERED ON BUDGET OPTION

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

Definitions

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

Money

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

A. Cover

We will pay

- i. up to €200 if **Money** which is held by **You** for **Your** personal use is lost or stolen during a **Journey** whilst
 - a. being carried by **You**; or
 - b. left in a safety deposit box.
or
- ii. up to €200 if **You** sustain financial loss directly as a result of a credit, charge or bankers card being lost or stolen during a **Journey** and subsequently being used fraudulently by any person other than:
 - a. a member of **Your** family; or

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

B. Exclusions

(General Exclusions apply as well)

We will not pay:

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

SECTION 8. Loss of Passport/Driving Licence Expenses

(Maximum payable for any one **Journey**: €200)

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

A. Cover

We will pay up to €200 to cover

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

B. Exclusions

(General Exclusions apply as well)

We will not pay:

- i. for delay, detention, seizure or confiscation by customs or other officials;
- ii. unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with a copy of the original written Police report and report to the hotel management as applicable;
- iii. for a passport or driving licence stolen from an unattended vehicle, unless it was in the locked boot of

the vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view, and there is evidence of forced entry.

SECTION 9. Hijack

(Maximum payable for any one **Journey**: €500)

Cover under this Section applies only to **Journey**

A. Cover

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

B. Exclusions

(See General Exclusions)

SECTION 10. Personal Liability

(Limit of Liability €2,000,000)

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

A. Cover

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

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

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

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

We will in addition pay Costs and Expenses.

Costs and Expenses shall mean:

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

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

B. Exclusions

(General Exclusions apply as well)

We will not provide indemnity for any liability:

- i. in respect of bodily injury to any person who is:
 - a. under a contract of service with

You when such injury arises out of and in the course of their employment by **You**;

- b. A member of the **Your** family.
- ii. in respect of loss of or damage to property in **Your** care custody or control.

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

- iii. liability in respect of bodily injury loss or damage caused directly or indirectly in connection with ownership, possession of or use by **You** of:
 - a. mechanically propelled vehicles (other than golf buggies used on golf course and not on public roads); or
 - b. aircraft, hovercraft or watercraft (other than manually propelled watercraft less than 30 feet in length used on inland waters);
 - c. firearms (other than sporting guns);
- iv. liability in respect of bodily injury loss or damage caused directly or indirectly in connection with:
 - a. the ownership, possession or use of land or building other than any building temporarily occupied by **You** in the course of a **Journey**; or
 - b. any wilful or malicious act; or
 - c. the carrying on of any trade business or profession;
 - d. activities or volunteer work organised by, or under the auspices of, a charitable,

- voluntary, not for profit, social or similar organisation when liability for such activities or work should reasonably be included within the organisation's own Public Liability policy.
- v. any liability assumed by **You** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
 - vi. punitive or exemplary damages;

C. Conditions applying to this Section

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

- paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
- iii. **You** shall as though they were the Insured observe, fulfil and be subject to the terms, Exclusions and Provisions of this Section.

SECTION 11. Overseas Legal Advice & Expenses

(Maximum payable €15,000)

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

Definitions

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

Legal Expenses

- a. Fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a claim or legal proceedings for damages and/or compensation against a third party who has caused accidental

bodily injury or illness to **You** or in appealing or resisting an appeal against the judgment of a court, tribunal or arbitrator.

- b. Costs for which **You** are legally liable following an award of costs by any court or tribunal or an out of court settlement made in connection with any claim or legal proceedings.

Legal Representatives

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

Any One Claim

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

A. Cover

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

B. Exclusions

(General Exclusions apply as well)

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

- i. any **Claim** reported to **Us** more than 24 months after the beginning of the incident which led to the **Claim**;
- ii. any **Claim** where it is **Our** opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in

which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the **Claim**;

- iii. **Legal Expenses** incurred before receiving **Our** prior authorization in writing unless such costs would have been incurred subsequent to **Our** authorisation;
- iv. **Legal Expenses** incurred in connection with any criminal or wilful act;
- v. **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against **You** unless as a counter claim;
- vi. Fines, penalties compensation or damages imposed by a court or other authority;
- vii. **Legal Expenses** incurred for any claim or legal proceedings brought against:
 - a. a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;
 - b. **Us** or **Our** agents; or
 - c. **Your** employer;
- viii. actions between persons insured under a Backpacker Insurance Policy or pursued in order to obtain satisfaction of a judgement or legally binding decision;
- ix. **Legal Expenses** incurred in pursuing any claim for compensation (either individually or as a member of a group or class

- action) against the manufacturer, distributor or supplier of any drug, medication or medicine;
- x. **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements;
 - xi. **Legal Expenses** incurred where **You** have:
 - a. failed to co-operate fully with and ensure that **We** are fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party; or
 - b. settled or withdrawn a **Claim** in connection with any claim or legal proceedings for damages and or compensation from a third party without the agreement of **Us**. In such circumstances **We** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid;
 - xii. **Legal Expenses** incurred after **You** have not:
 - a. accepted an offer from a third party to settle a claim or legal proceedings where the offer is considered reasonable by **Us**; or
 - b. accepted an offer from **Us** to settle a **Claim**;
 - xiii. **Legal Expenses** which **We** consider unreasonable or excessive or unreasonably incurred.
- C. Special Conditions applicable to this section**
- i. **Legal Representatives** must be qualified to practise in the Courts of the country where the event giving rise to the **Claim** occurred or where the proposed defendant under this Section is resident.
 - ii. **You** have the right to select and appoint a **Legal Representative** of **Your** choice to represent **You** in any legal inquiry or legal proceedings (provided any appointment of a **Legal Representative** is not on a contingency fee basis, where the **Legal Representative** charges a proportion of the amount recovered as a fee). **You** shall provide **Us** with details of the selected **Legal Representative's** name and address. **We** may provide information about **Legal Representatives** in **Your** local area if **You** ask **Us** to do so.
 - iii. **You** and the **Legal Representatives** must co-operate fully with and ensure that **We** are fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party. **We** are entitled to obtain from the **Legal Representatives** any information, document or advice relating to a claim or legal proceedings under this Insurance. On request **You** will give to the **Legal Representatives** any instructions necessary to ensure such access.
 - iv. **Our** authorisation to incur **Legal Expenses** will be given if **You** can satisfy **Us** that:
 - a. there are reasonable grounds for pursuing or defending the claim or legal proceedings and the **Legal Expenses** will be proportionate to the value of the claim or legal proceedings; and

- b. it is reasonable for **Legal Expenses** to be provided in a particular case.
- The decision to grant authorization will take into account the opinion of the **Legal Representatives** as well as that of **Our** own advisers. If there is a dispute, **We** may request, at **Your** expense, an opinion of a barrister as to the merits of the claim or legal proceedings. If the **Claim** is admitted, **Your** costs in obtaining this opinion will be covered by this Insurance.
- v. Any dispute between **You** and **Us** (about **Our** liability over a claim or the amount to be paid, where the amount of the claim is €5,000 or more) must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by **You** and **Us**. If **You** and **Us** cannot agree on an arbitrator, the President of the Law Society of **Ireland** will decide on the arbitrator and the decision of that arbitrator will be final. **We** may not refer the dispute to arbitration without your consent where the amount of the claim is less than €5,000. If **You** do not refer such a dispute to arbitration (in the case of a claim for €5,000 or more) or to the **Irish** courts (in the case of a claim for less than €5,000 or where **You** have agreed with us, after the dispute between **You** and **Us** has arisen, that the claim will be dealt with by arbitration), within 12 months, **We** will treat the claim as abandoned.
- vi. **We** may at its discretion assume control at any time of any claim or legal proceedings in **Your** name for damages and or compensation from a third party.
- vii. All **Claims** within this section must be submitted to **Us** in writing within 90 days.
- viii. Any **Legal Expenses** incurred without the written agreement of **Us** shall entitle **Us** to withdraw cover immediately and to recover any fees or expenses paid to **You**.
- ix. **We** may at its discretion require **You** to obtain at **Your** expense an opinion of a barrister agreed by **You** and **Us** as to whether or not there are reasonable grounds for continuing to pursue or defend any claim or legal proceedings. **We** will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the claim or legal proceedings.
- x. **We** may at its discretion offer to settle a counter-claim against **You** which it considers to be reasonable instead of continuing any claim or legal proceedings for damages and/ or compensation by a third party.
- xi. **You** shall be responsible for the repayment to **Us** of all sums paid by **Us** in respect of the **Legal Expenses** where:
- a. an award of costs is made in **Your** favour in the claim or legal proceedings; or
 - b. costs are agreed to be paid to **You** as part of any settlement of the claim or legal proceedings.
- xii. If a conflict of interest arises, where **We** are also the insurers of the third party or proposed defendant to the claim or legal proceedings, **You** have the right to select and appoint other **Legal Representatives** in

accordance with Provision 2 of this Section.

- xiii. If the **Legal Representatives** refuse to continue acting for **You** with good reason or if **You** dismiss the **Legal Representatives** without good reason the cover **We** provide will end at once, unless **We** agree to appoint other **Legal Representatives**.

SECTION 12. Mugging

A. Cover

We will pay:

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

B. Exclusions

(General Exclusions apply as well)

We will not pay:

If the mugger or attacker is known to **You**.

SECTION 13. Search and Rescue

(Maximum payable €5,000)

A. Cover

We will pay up to €5,000 in respect of the cost of rescue or recovery services **You** incur during the **Period of Insurance**, provided that the rescue or

recovery is provided by a recognized recovery service.

B. Exclusions

(General Exclusions apply as well)

SECTION 14. Catastrophe

(Maximum payable for any one **Journey**: €500)

A. Cover

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

B. Exclusions

(General Exclusions apply as well)

We will not pay:

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

Part IV

4.1 General Exclusions

(Exclusions that apply to the whole Policy)

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

A. Air travel/sports

unless:

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

B. Business

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

C. Currency

currency exchange.

D. Illegal acts

any illegal act committed by **You.**

E. Alcohol/drugs

- i. **You** consuming too much alcohol, alcohol abuse or alcohol dependency. **We** do not expect **You** to avoid alcohol on **Your Journey**, but **We** will not cover any claims arising because **You** have consumed so much alcohol that **Your** judgement is seriously

affected and **You** need to make a claim as a result (for example, any medical claim where in the opinion of the treating **Doctor** and/or **Chubb Assistance** excessive alcohol consumption has caused the bodily injury);

- ii. Drugs ingested by **You** except for drugs which are properly prescribed; and
- iii. **You** driving a vehicle of any kind whilst under the influence of alcohol or drugs in the country where **You** are driving.

F. Psychological conditions

post traumatic stress disorder or a related syndrome or any psychological or psychiatric condition including depression, anxiety, mental strain and depressive illnesses of any type.

G. Radiation

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

H. Sanction Country

This Policy does not cover, and the Company will not in any event be liable to pay any claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any of the following:

- Any loss or expenses with respect to Cuba or a specially designated person, entity, group or company on the **Specially Designated List** or which if reimbursed or paid by the Company would result in the Company being in breach of trade or economic sanctions or other such similar laws or regulations.

I. Sonic waves

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

J. Specified diseases

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

K. Sports

- i. unless the sport or activity is listed in this Policy under **General Sports and Recreational Activities, Hazardous Activities or Extreme Activities**;
- ii. **You** engaging in sport as a professional sportsperson (other than as a coach of **General Sports and Recreational Activities, Hazardous Activities** (not scuba diving) and Rugby Union/League).

L. Suicide/self-injury

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

M. War

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

4.2 General Conditions

(Conditions that apply to the whole Policy)

A. Contract

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

B. Legal Interpretation and Language

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

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

C. Observing Policy Terms & Conditions

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

D. Your duty to avoid or minimise a Claim

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

E. Interest

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

F. Other taxes

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

G. Stamp Duty

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 125 of

the Stamp Duties Consolidation Act 1999 or any future law, enactment or regulation.

H. Moneys payable in Ireland

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

4.3 Claims Provisions

A. You must:

i. Notify OSG immediately

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

ii. Supply details & documents

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

iii. Protect property

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

iv. Send Us summons, writs etc

send **Us** any original writ,

- summons, legal process or other correspondence received in connection with a **Claim** immediately it is received and without answering it.
- B. **You** must not do the following without **Our** written agreement:
- i. **Admit liability**
admit liability, or offer or promise to make any payment; or
 - ii. **Dispose of items**
sell or otherwise dispose of any item or property for which a **Claim** is being made, or abandon any item or property to **Us**.
- C. **You** must recognise **Our** right to:
- i. **Pay, repair or replace**
choose either to pay the amount of a **Claim** (less any **Excess** and up to any Policy limit) or repair, replace or reinstate any item or property that is damaged, lost or stolen;
 - ii. **Inspect & dispose of items**
inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner;
 - iii. **Handle a Claim in Your name**
take over and deal with the defence or settlement of any **Claim** in **Your** name and keep any amount recovered;
- iv. **Pay in euro**
settle all **Claims** in euro;
 - v. **Be reimbursed promptly**
be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which **We** pay to **You**, or on **Your** behalf;
 - vi. **Receive medical certificates**
be supplied at **Your** expense with appropriate original medical certificates before paying a **Claim** under the **Cancellation, Curtailment** or **Rearrangement**; Personal Accident; Medical Expenses and Hospital Benefit Sections in Part III;
 - vii. **Carry out medical examinations**
request and carry out a medical examination and insist on a post-mortem examination, if the law allows **Us** to ask for one, at **Our** expense.
- D. **We** will not be liable to pay a **Claim** and may cancel the Policy immediately in either of the following circumstances:
- a) **Dishonesty**
if a **Claim** is in any way dishonest; or
 - b) **Fraud**
if **You** or anyone acting on **Your** behalf uses fraudulent means to benefit under this Policy.

Paying Claims

A. Death

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

B. All other Claims

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

4.4 Ending or Changing Your cover

A. 14 day cancellation option

If **You** are not satisfied with this Policy and have not taken or booked a **Journey** protected by the cover provided, **You** may return it to **Us** within 14 days and **We** will cancel it. If this happens, the Policy will have provided no cover and **We** will refund any premiums **You** have paid.

B. Cancellation after 14 days

If **You** write and tell **US** to cancel this Policy, **We** will cancel it from the date **Your** letter is received or any later date **You** stipulate. **We** reserve the right to charge **You** a premium proportionate to the cover that has been in force up to the date of your cancellation, and a reasonable administration charge for any costs incurred.

C. Changing Your Policy

You must email or write to **Us** if either your insurance needs or

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

D. if We want to cancel or change Your Policy

- i. **We** reserve the right to make changes or add to these policy terms; for legal regulatory or taxation reasons; and/or to reflect new industry guidance and codes of practice.
- ii. If **We** want to cancel **Your** policy or make any changes other than those above, **We** will write to **You** at the latest address **We** have for **You**. **We** will then cancel or change the policy 30 days after the date of the letter.
- iii. If **We** cancel the policy **We** will refund any premium **You** paid for the cancelled period provided **You** have not made a claim under the Policy during the current **Period of Insurance**.

4.5 Automatic ending of cover

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

Complaints Procedures

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

The Customer Service Manager
Chubb Travel Insurance
5 George's Dock
International Financial Services Centre
Dublin 1
T 1800 200 035 or + 353 (0)1 440 1765
E irelandenquiries@chubb.com

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

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

We are a member of the Financial Services and Pensions Ombudsman, which may be approached for assistance in limited circumstances if there is still dissatisfaction with **Our** response.

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

Financial Services and Pensions Ombudsman

3rd Floor
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
T (01) 567 7000
E info@fspoi.ie
W www.fspoi.ie

Insurance Ireland

5 Harbourmaster Place
IFSC
Dublin 1
T 01 676 1914
F 01 676 1943
E feedback@insuranceireland.eu
W www.insuranceireland.eu

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

European Online Dispute Resolution Platform

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

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