



# Platinum Advantage Credit Card

## Travel Insurance

Policy Document



CHUBB®

# Welcome

## Your Platinum Advantage Credit Card Travel Insurance

PLEASE NOTE: Terms in **bold** have the meanings given to them in the Definitions Sections, which appear throughout this Policy.

**Your** Platinum Advantage Credit **Card** Travel Insurance is arranged by Bank of Ireland and underwritten by Chubb European Group SE. Bank of Ireland is regulated by the Central Bank of Ireland.

If **You** have any questions please call **Us** on 1800 719 086 from within **Ireland** or +353 (0) 1440 2787 from outside **Ireland** or email: [Boi.travelinsurance@chubb.com](mailto:Boi.travelinsurance@chubb.com)

In return for payment of the premium by Bank of Ireland, **We** agree to insure **You**, an **Authorised User** and **Your Partner** and/or **Children** in the manner, and to the extent provided, subject to the Policy Terms, Conditions and Exclusions.

The insurance will operate from the **Commencement Date** and whilst the **Agreement** between Bank of Ireland and **Us** is in force in the manner and to the extent provided, and subject to the Terms, Conditions and Exclusions contained in this document. Please take time to read these documents carefully to ensure **You** understand the cover provided. We recommend you keep the documents in a safe place, so they are available should you need to make a claim. The **Person Insured** must maintain their Bank of Ireland Platinum Advantage Credit **Card** for the duration of the Platinum Advantage Credit **Card** travel insurance policy. A recent Bank of Ireland Platinum Advantage Credit **Card** Statement will be required as evidence in support of any claim made under this policy.

The **Policy Schedule** shows the most **We** will pay for each benefit.



Jim Duncan  
Authorised Official  
For Chubb European Group SE

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# Policy Schedule

## Bank of Ireland Platinum Advantage Credit Card Travel Insurance

This Policy Schedule must be read in conjunction with the Master Policy Booklet

**Policy Number:** IEBOTY0592  
**Underwritten by:** Chubb European Group SE  
**Arranged by:** Bank of Ireland  
**Persons Insured:** i. Principal Cardholder  
 ii. Authorised User (if applicable)  
 iii. His/her Partner and accompanying Children (under 18 years or under 23 if in full time education)

All of whom must be under age 81 and Permanently Resident in the Republic of Ireland  
 Worldwide excluding Cuba

**Area covered:** Worldwide excluding Cuba  
**Age Limit:** 80 Years (if you are 81 or over please contact our customer service team on 1800 719 086)

**Commencement Date:** The day, month and year, as advised in writing by Bank of Ireland for cover to start

**Maximum duration of any one Trip:** 90 days

**Operative:** Where a minimum of 50% of the Fare has been charged to the Platinum Advantage Credit Card (applies per trip)

Section	Sums Insured for each Person Insured (unless stated otherwise)	Excess for each Person Insured (unless stated otherwise)	Policy page	
1. Cancellation and Curtailment	up to €2,500 (maximum €10,000 per party)	€75 (Maximum €300 per Party)	14	
2. Travel Delay	up to €120 per person insured	Nil	17	
	for the first full 8 hours delay: €50 for each subsequent full 8 hours delay: €20	Nil Nil		
	(for reasonable receipted expenses incurred) (maximum €500 per Party)			
Abandonment (after a delay of 24 hours)	up to: €2,500	€75	17	
Missed Connection	up to: €1,000	€75	17	
3. Personal Accident:			18	
		<b>Under 75 years</b>	<b>76 to 80 years</b>	
A. Bodily Injury sustained whilst riding as a fare paying passenger (but not as a member of crew) in, or whilst boarding or alighting from any air, water or land conveyance licensed to carry passengers for hire. Cover includes Bodily Injury sustained whilst boarding or alighting from or travelling in a taxi, bus or train proceeding directly to or from the terminus for the injured Trip	Accidental death Permanent total loss of sight of one or both eyes Loss of Limbs (one or more) Permanent Total Disablement (other than loss of sight of one or both eyes or Loss of Limbs (one or more))	€200,000* €200,000 €200,000 €200,000	€35,000* €35,000 €35,000 €35,000	Nil Nil Nil Nil
B. Bodily Injury sustained only whilst on an insured Trip outside of the Republic of Ireland but excluding any benefits otherwise payable under Section A	Accidental death Permanent total loss of sight of one or both eyes Loss of Limbs (one or more) Permanent Total Disablement (other than loss of sight of one or both eyes or Loss of Limbs (one or more))	€40,000* €40,000 €40,000 €40,000	€17,500* €17,500 €17,500 €17,500	Nil Nil Nil Nil
	* Reduced to €3,200 for children under 18 years of age.			
C. Aggregate Limit of Liability	€800,000 (per Party / per Event)			
D. Aggregate Limit of Liability	€10,000,000 (in total per Event)			

Section	Sums Insured for each Person Insured (unless stated otherwise)	Excess for each Person Insured (unless stated otherwise)	Policy page
4. Medical Expenses Additional Travel Expenses Funeral Expenses Chubb Assistance	up to an Unlimited amount up to €7,000 per Party up to €7,000 unlimited	€75 Nil Nil Nil	19
5. Hospital Benefit	€130 per 24 hour period (maximum €1,300 in all)	Nil	20
6. Personal Property (excluding Valuables, Golf Equipment and Mobility Aids)	Up to: €2,500 (maximum €250 in all for any one article pair or set)	€75	21
Valuables	up to €250 in total	€75	
Golf Equipment	up to €250 in total	€75	
Mobility Aids	up to €500 in total	€75	
Mobility Aids Hire	up to €500 in total	€75	
Personal Property Delay (after 4 hours)	up to €150 (for reasonable receipted expenses)	Nil	
7. Money	up to €400  children under 16 up to €50	€75  Nil	22
8. Loss of Passport / Driving Licence	up to €1,000	€75	23
9. Personal Liability	up to: €640,000	Nil	23
10. Overseas Legal Expenses	up to: €1,500	Nil	25

# Data Protection Statement

**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://www.chubb.com/ie-en/footer/privacy-policy.aspx>

**You** can ask **Us** for a paper copy of the Privacy Policy at any time, by contacting **Us** at: [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com).

# PART I General Information

## 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.

€  
euro.

### Abroad

anywhere in the world outside **Ireland**.

### Accident

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

### Anniversary Date

each annual anniversary of the **Commencement Date**.

### Authorised User

another named person, as advised to and accepted by Bank of Ireland, who has been authorised by the **Principal Cardholder** to effect card transactions on the **Card** account.

### Card

**Platinum Advantage** Credit/Charge card that has been issued in **Ireland** as described in the **Policy Schedule**.

### Cardholder

person to whom or for whose use a **Card** has been issued by Bank of Ireland.

### Child, Children

**Your** (and **Your Partner's**) children, stepchildren, legally adopted children and children for whom **You** (or **Your Partner**) are the parent or legal guardian, each of whom must be:

- a) under 18 years old (or under 23 years old if in **Full Time Education**) at the **Commencement Date** of the policy and who is;
- b) dependent on **You** or **Your Partner** even if he or she does not live with either of **You**; and
- c) unmarried.

### Chubb Assistance

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

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

### Claim(s)

single loss or a series of losses **Due To** one cause insured by this policy.

### Commencement Date

the day, month and year, as advised in writing by Bank of Ireland for cover to start.

### Communicable Disease

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

### Curtail, Curtailed, Curtailment

Cut short/cutting short **Your Trip**.

## Doctor

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

1. a **Person Insured**; or
2. 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 amount shown in the Policy Schedule of any **Claim** which each **Person(s) Insured** must pay except for:

- i. a loss of deposit only **Claim** when the **Excess** is the first €10 of any **Claim**; or
- ii. a **Claim** for medical and additional expenses in European Union countries when there is no **Excess** where a reduction is obtained using a European Health Insurance Card.

## Fare

outbound and inbound travel costs of a **Trip**.

## Full Time Education

a programme of learning provided by a recognised educational body, which leads to a qualification by examination or assessment which is either:

- full-time study; or
- a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

## Golf Equipment

a set of equipment including golf clubs, bag, cart and all accessories.

## Hijack

unlawful seizure or taking control of an

aircraft or other means of transport in which the **Person(s) Insured** is travelling as a passenger.

## Hijackers

perpetrators of a **Hijack**.

## Immediate Family

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

## Ireland; Irish

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

## Agreement

The Agreement, or any replacement thereof between Bank of Ireland and **Us** which sets out the terms under which **We** provide Insurance to the **Cardholders** of Bank of Ireland.

## Mobility Aid(s)

any crutch, walking stick, walking frame, wheeled walking frame, walking trolley, evacuation chair, wheelchair, powered wheelchair or mobility scooter constructed specifically to aid persons suffering from restricted mobility but excluding any golf buggy or golf trolley or any item covered under **Personal Property**.

## Partner

- a. **Your** spouse; or someone of either gender with whom **You** have been living with for 3 months as though they were **Your** spouse.



## Party

all the **Person(s) Insured** under this policy who are travelling together on the same **Trip**.

## Permanently Resident

resident in the first instance for at least three months and thereafter for forty weeks each year.

## Person(s) Insured

**Principal Cardholder**, their **Partner** and **Children** or **Authorised User**, whether travelling together or separately in the circumstances described herein whilst on an **Trip**, provided that at the date of travel, the Insured Person has not attained their 81st birthday, unless agreed in advance in writing with **Us**.

## Personal Property

any suitcase, trunk or container of a similar kind and its contents, and any article worn or carried by the **Person(s) Insured** that is not excluded under Section 6 B.

## Policy Schedule

the document sent to **You** showing the sums insured excesses and other limits in the cover provided for **You** and any other **Person(s) Insured**. If **You** or the Person(s) Insured has a **Claim**, **We** will deal with it based on the details shown in the Policy Schedule.

## Principal Cardholder

person in whose name the **Card** account is maintained.

## Public Transport

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

## Repair and Replacement Costs

the cost of repairing partially damaged property, or, if property is totally lost or destroyed or uneconomical to repair either;

- the cost of replacing property as new if it was less than two years old and evidence of the original purchase is provided, or
- 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.

## Sedgwick

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

## Specially Designated List

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

## Trip

a journey **Abroad** involving pre-booked travel or accommodation, where;

- travel begins and ends in **Ireland**; and
- 50% of the **Fare** for each **Person Insured** has been charged to the **Card**.

## Valuables

Cameras and other photographic equipment, telescopes and binoculars, audio / video equipment (including radios, cassette / compact disc players, ipods, mp3 and mp4 players, camcorders, dvd, video, televisions and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers

and computer equipment (including PDAs, personal organisers, laptops, notebooks, netbooks and the like), computer games equipment (including consoles, games and peripherals), jewellery, watches, furs, precious and semi precious stones and articles made of or containing gold, silver or other precious metals and keys.

### War

armed conflict between nations, invasion, act of foreign enemy, civil **War**, hostilities (whether **War** be declared or not), rebellion, revolution, insurrection, military or usurped power.

### We/Our/Us

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

### Winter Sports

skiing (including skiing outside the area of normal compacted snow or ski slope i.e. off-piste) when accompanied by or under the instruction of a qualified guide, tobogganing, snow boarding and ice skating (other than on an indoor rink) but excluding competitive **Winter Sports** (including, but not limited to, ski or ski bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons).

**You; Your  
Person(s) Insured.**

## 1.2 Trips covered

This policy covers all **Trips** provided they meet the following conditions:

- i. each individual **Trip** begins and ends in **Ireland**;
- ii. no individual **Trip** continues for more than 90 consecutive days;

## 1.3 Are you eligible?

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

- A. each **Person Insured** must be;
  - i. **Permanently Resident** in **Ireland**, and;
  - ii. aged under 81 years on the **Commencement Date** and start of any **Trip**.
- B. **Children** travelling without **You** or **Your Partner** will only be insured if they are travelling:
  - i. in the company of an adult (i.e. someone not defined as a **Child** under this policy) **You** or **Your Partner** know, or on an organised school, college or university trip;
  - ii. as an unaccompanied minor on a scheduled air service which operates an unaccompanied minor scheme, and then only if they are travelling with the intention of joining, or being subsequently joined by, another adult insured under this policy.

## 1.4 Trips not covered

**We** will not cover any **Trip**

- a. which involves **You** travelling specifically to obtain medical, dental or cosmetic treatment;
- b. when **You** have been advised not to travel by **Your Doctor** or **You** have received a terminal prognosis;
- c. involving travel to areas where the Department of Foreign Affairs allocates a security status of 'Avoid non-essential travel' or 'Do not travel'. If **You** are not sure whether there is a travel warning for **Your** destination, please check their website [www.dfa.ie](http://www.dfa.ie).

## 1.5 When cover operates for a Trip

Insurance cover under Part III Section 1 begins:

- A. When a **Trip** is booked, or from the **Commencement Date**, whichever is later. It ends when **You** leave **Your** home in Ireland to commence **Your Trip**.
- B. Insurance cover under all other Sections operates for a **Trip** which includes travel directly to and from the home of each **Person Insured** provided the return home is completed within 24 hours of return to **Ireland**. If the return of the **Person(s) Insured** from a **Trip** is unavoidably delayed **Due To a Claim**, he or she will continue to be insured without any additional premium for the period of the delay.

NB All cover will cease from the date that **You** cease to be a **Principal Cardholder**.

## 1.6 Medical Conditions

This policy does NOT provide cover for:

- a. any pre-existing medical condition that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before **Your Trip** was booked (or the **Commencement Date** of the policy if later);
- b. any pre-existing medical condition for which **You** are being prescribed regular medication by a **Doctor** at the date **Your Trip** was booked (or the **Commencement Date** of the policy if later);
- c. any heart-related condition or any type of cancer diagnosed at any time before **Your Trip** was booked (or the **Commencement Date** of the policy if later).

## 1.7 Making a claim

### A. Medical emergency only

In a medical emergency, please use the Medical Emergency Service quoting your policy number -

**T +353 (0) 1440 1704**

(part of the cover provided under Part III Section 4 MEDICAL AND ADDITIONAL EXPENSES) Contacting **Us** first may delay treatment.

### B. all other Claims

You can submit a claim online via Our claims portal below:

<https://www.chubbclaims.com/ace/ie-en/welcome.aspx>

or alternatively you can phone or write to **Sedgwick** within 30 days of the incident or as soon as possible afterwards to notify **Us** of a claim.

Please submit all supporting documents when making a claim.

Sedgwick Travel Claims  
Merrion Hall  
Strand Road  
Sandymount  
Dublin 4

**T +353(0) 1 440 2787**

### Reporting lost or stolen property

- A. 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.
- B. travellers' cheques  
**You** must notify the local branch or agent of the issuing company immediately on becoming aware of the loss.
- C. any property lost or stolen from a hotel  
**You** must notify the hotel management

(in addition to the local Police) within 24 hours of becoming aware of the loss.

## 1.8 Aggregate limits of liability

We shall not be liable for any amounts in **Excess** of the amounts shown in the **Policy Schedule** for any one **Claim** involving any one **Party**. If the aggregate amount of all benefits payable under the policy exceeds the appropriate amount, the benefit payable for each **Person Insured** comprising the **Party** shall be proportionately reduced until the total of all benefits does not exceed the Aggregate Limit of Liability per **Party**.

## PART II Services

### 1. Medical emergency and referral services

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

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

#### Chubb Assistance

Medical Emergency and Referral /  
Non-Insured Facilitation Services :

T +353 (0) 1440 1704

Assistance services are only available during a **Trip Abroad**. **Chubb Assistance** will provide the **Person(s) Insured** with the following services, in an emergency, when he or she is on a **Trip**. Please make sure **You** have details of this policy, including the policy number and when **You** call.

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

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

#### A. Medical Referral

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

#### B. Repatriation

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

#### C. Payment of Bills

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

## D. Drug Replacement

assistance with the following:

- 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 **Your Partner** or **Immediate Family**.

## 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** returns home, if a **Child** who has been left in **Ireland** becomes ill or suffers injury.

## 2. Non-insured facilitation services

**Chubb Assistance** will provide a **Person Insured** with the following services, in an emergency, when he or she is on a **Trip Abroad**.

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

**Assistance** for locating the translation service.

## A. Transfer of Emergency Funds

transfer of emergency funds up to €250 per **Trip** if access to normal financial/banking arrangements is not available locally. In order to reimburse **Chubb Assistance** the **Person(s) Insured** 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. If the emergency transfer is necessitated by theft or loss of personal money, a **Claim** may be made under the policy.

## B. Message Relay

transmission of urgent messages to **Your Partner** or **Immediate Family** if medical or travel problems disrupt a **Trip** 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(s) Insured** must have his or her **Personal Property** tag number available.)

## D. Replacement Travel Documents

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

## E. Lost Credit Cards

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

## F. Emergency Translation Facility

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

## G. Legal Help referral to a local English-speaking

Lawyer, Embassy or Consulate if legal advice is needed, and arrangement of payment of reasonable emergency legal expenses or bail, against a guarantee of repayment.

## H. Unsupervised Children, on a Trip and at home

- i. organisation of an accompanying **Child's** return home, with a suitable escort when necessary, if he **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.

# PART III Your Cover

## SECTION 1. Cancellation and Curtailment

### A. Cover

#### 1. Cancellation

- A. **We** will refund the **Person Insured's** portion of unused travel and/or accommodation costs which the **Person Insured** has paid or is contracted to pay for and which cannot be recovered from other sources ; or
- B. **We** will pay for the **Person Insured's** portion of change fees incurred to change the date of their entire **Trip** and which cannot be recovered from other sources;  
up to the amount stated in the **policy schedule**, if it becomes necessary to cancel or rearrange a **Trip** before leaving Ireland  
**Due To:**
  - i. the death, serious injury, sudden illness or complications in pregnancy as diagnosed by a **Doctor** who specialises in obstetrics of the **Person(s) Insured** or **Immediate Family** ; or
  - ii. the compulsory quarantine on the order of a treating **Doctor** or the Health Services Executive (HSE) of the **Person Insured**;
  - iii. The **Person Insured** or a **Travelling Companion** testing positive for Covid-19, which has been certified in writing as specifically relating to **You** by a test that is recognised by the Irish Government, including such a test that is carried out by a licensed pharmacy, a licensed laboratory or the treating **Doctor**;
  - iv. jury service or subpoena of the **Person(s) Insured** or the Hijacking of the conveyance in which he or she is travelling.

- v. unemployment of the **Person(s) Insured** which qualifies for payment under any applicable statute;
- vi. serious damage, occurring 10 days or less before the **Person(s) Insured** departure on a **Trip**, making the **Person(s) Insured** home uninhabitable.
- vii. the presence of the **Person(s) Insured** being required by the Police following a burglary or attempted burglary at their home.

## 2. Curtailment

We will pay:

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

up to the amount stated in the **policy schedule**, if it becomes necessary to, **Curtail a Trip Due To:**

- i. the death, serious injury, sudden illness or complications in pregnancy (as diagnosed by a **Doctor** who specialises in obstetrics) of the **Person Insured**;
- ii. the compulsory quarantine on the order of a treating **Doctor** of the **Person Insured** provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**;
- iii. serious damage making a **Person Insured's** home uninhabitable;
- iv. the presence of a **Person Insured** being required by the Police following a burglary or attempted burglary at their home.

## 3. Quarantine Due To a Communicable Disease (COVID 19)

We will pay:

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

## B. Exclusions

**(General Exclusions apply as well)**

**We** will not pay;

- i. Cancellation or **Curtailment** costs in relation to A. Cover 1 i-ii. , 2 i-ii., and 3 where such cancellation or **Curtailment** has not been confirmed as medically necessary by the treating **Doctor**;
- ii. any pre-existing medical condition affecting any person upon whom **Your Trip** depends that was diagnosed, treated or required hospital inpatient or outpatient treatment in the 5 year period before **Your Trip** was booked (or the **Commencement Date** of the policy if later), and which could result in **You** having to cancel **Your Trip**;
- iii. any pre-existing medical condition affecting any person upon whom **Your Trip** depends for which they are being prescribed regular medication by a **Doctor** at the date **Your Trip** was booked (or the **Commencement Date** of the policy if later), and which could

- result in **You** having to cancel **Your Trip**;
- iv. any heart-related condition or any type of cancer affecting any person upon whom **Your Trip** depends diagnosed at any time before **Your Trip** was booked (or the **Commencement Date** of the policy if later), and which could result in **You** having to cancel **Your Trip**;  
NOTE: This exclusion applies to **Immediate Family** even if they are not insured on the policy.
  - v. if a **Person Insured** does not:
    - a) check-in before the scheduled departure time shown on his or her 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;
  - vi. if industrial action, a strike, riot or civil commotion, is public knowledge when **Your Trip** was booked (or the **Commencement Date** of the policy, if later).
  - vii. if an aircraft, sea vessel or train is withdrawn from service on the orders of the recognised regulatory authority in any country.
  - viii. if the **Person(s) Insured** is called as an expert witness or if his or her occupation would normally require a court attendance, or
  - ix. redundancy where **You**:
    - a. were unemployed or knew that **You** or they may become unemployed, at the time the **Trip** was booked;
    - b. are voluntarily made redundant or made redundant as a result of misconduct or following resignation;
    - c. are self-employed or a contract worker;
  - x. if any other adverse financial situation necessitates the cancellation of a **Trip**.
  - xi. the **Excess**.
  - xii. travel and accommodation expenses where the means of transport and/or accommodation used is of a standard superior to that of the journey or **Trip**.
  - xiii. 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; or
    - b) disinclination to go on a **Trip**; or
    - c) prohibitive regulations by the government of any country.
    - d) civil commotion known to be in existence at the time the **Trip** was booked or at the time **You** purchased the policy;
  - xiv. a charge or expense paid for or to be discharged with any kind of promotional voucher.
  - xv. if the **Person(s) Insured** was aware of any reason, either at the time the **Trip** was booked or at the **Commencement Date** of this policy if later, that might result in the **Trip** being cancelled, curtailed or rearranged.
  - xvi. Any costs for excursions, tours and activities.
  - xvii. if **You** have claimed on this policy for change fees incurred for changing the date of **Your Trip** and **You** then also **Claim** for cancellation resulting from the same cause or event, the amount paid to **You** for rearranging **Your Trip** will be deducted from the final settlement.
  - xviii. for **Your** unused **Trip** costs such as accommodation and transport costs, for any period **You** had to quarantine at **Your** destination.
  - xix. If **You** book **Your Trip** after the Department of Foreign Affairs allocates a security status of 'Avoid non-essential travel' or 'Do not travel' to your destination.
  - xx. Any expenses incurred as a result of



the imposition of any law, regulation or order made by any public authority or government which impacts **Your Trip** (including, without limitation, any restrictions as a result of an outbreak of a **Communicable Disease** (including COVID 19), the closure of borders or airspace, lockdowns and other restrictions on the movement of people).

- xxi. Cancellation and **Curtailed** where **You** or **Your Travelling Companions** Covid-19 'positive' test is not carried out and certified in writing as specifically relating to **You** or **Your Travelling Companions** by a test that is recognised by the Republic of Ireland Government, including such a test that is carried out by a licensed pharmacy, a licensed laboratory or the treating **Doctor**.

## SECTION 2. Travel delay Abandonment/Missed Connection

### A. Cover

If the **Person(s) Insured** is delayed by or longer than the number of hours shown on the **Policy Schedule** on the outbound or return journey because the scheduled departure of **Public Transport** in which he or she intended to travel is affected by **Hijack**, terrorist act, criminal act, bomb scare, riot, civil commotion, strike, industrial action, adverse weather or mechanical breakdown, **We** will pay either:

### Travel Delay

a) pay the Travel Delay benefit stated in the **Policy schedule**.

### Abandonment

b) if **You** abandon **Your Trip** after a delay of at least 24 hours of the scheduled outbound international departure, **We** will refund Your

unused travel and accommodation costs up to the amount stated in the **Policy Schedule** that **You** have paid or are contracted to pay and which cannot be recovered from any other source.

### Missed Connection

c) If the **You** miss a flight connection due to the airline with whom they have booked to travel being unable to deliver **You** in sufficient time to **Your** connecting airport to meet **Your** connecting flight we will pay up to the amount stated in the **Policy Schedule**.

## B. Exclusions

**(General Exclusions apply as well)**

**We** will not pay:

- i. if the **Person(s) Insured** does not:
  - a) check-in before the scheduled check-in time shown on his or her travel itinerary; or
  - b) provide **Us** with written details from the airline, shipping company, coach or train operators describing the length of, and reason for, the delay.
- ii. if an aircraft, sea vessel coach or train is taken out of service on the instructions of any Government, Civil Aviation Authority, Port Authority or similar authority.
- iii. if a strike or industrial action could be reasonably expected or foreseen when a **Trip** is booked and the **Fare** is paid.
- iv. a charge or expense paid for or to be discharged with any kind of promotional voucher.
- v. any item for which the **Person(s) Insured** does not provide a receipt.
- vi. Any costs for excursions, tours and activities.
- vii. You can only **Claim** under section a), b), or c) above, not all.

## SECTION 3. Personal accident

### 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***

physical injury that is caused by an **Accident** and within 12 months directly results in death, ***Loss of Sight, Loss of Limb*** or ***Permanent Total Disability***.

#### ***Loss of Limb***

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

#### ***Loss of Sight***

loss of sight:

- a. in both eyes when the **Person(s) Insured** 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 (which means the **Person(s) Insured** is only able to see at 3 feet that which they should normally be able to see at 60 feet) and **We** are satisfied that the condition is permanent and without expectation of recovery.

#### ***Permanent Total Disability***

a disability which has lasted for at least 12 months from which **We** believe the **Person(s) Insured** will never recover and which stops the **Person(s) Insured** from carrying out gainful employment for which that **Person Insured** is fitted by way of

training, education and experience.

### A. Cover

If the **Person(s) Insured** receives a ***Bodily Injury*** during a **Trip**, **We** will pay up to the amount shown in the **Policy Schedule** for:

- i. death; or
- ii. ***Loss of Sight*** or ***Loss of Limb***; or
- iii. ***Permanent Total Disability***;

In the following circumstances:

- a) **Bodily Injury** sustained whilst riding as a fare paying passenger (but not as a member of the crew) in, or whilst boarding or alighting from any air, water or land conveyance licensed to carry passengers for hire. Cover includes **Bodily Injury** sustained whilst boarding or alighting from or travelling in a taxi, bus or train proceeding directly to or from the terminus for the **Trip**.
- b) **Bodily Injury** sustained only whilst on a **Trip** but excluding any benefits otherwise payable under a) above.

### B. Exclusions

**(General Exclusions apply as well)**

**We** will not pay:

- i. more than €3,200 if the **Person(s) Insured** is under 18 years of age at the time of the ***Bodily Injury***.
- ii. more than one benefit for the same ***Bodily Injury***.
- iii. if death or any loss or any disability is **Due To**: a disease or any physical defect, injury or illness which existed before the **Trip**.
- iv. for ***Permanent Total Disability*** if the Person Injured is retired and in receipt of a pension.

### Disappearance

If the **Person(s) Insured** disappears during

a **Trip** and after a suitable period of time it is reasonable for the Police or registration authorities to believe that the **Person(s) Insured** has died as a result of **Bodily Injury**, **We** will pay the death benefit. But before **We** do this, the personal representatives responsible for the **Person(s) Insured** estate must sign an agreement to refund the death benefit if the **Person(s) Insured** turns out to be alive.

## SECTION 4. Medical and additional expenses

Cover under this Section does not apply to a **Trip** in **Ireland**. 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.

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

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

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

### A. Cover

If a **Person(s) Insured** is injured or becomes ill (including becoming ill **Due To** complications of pregnancy (as diagnosed by a **Doctor** specialising in obstetrics) provided that if travelling within 12 weeks of the expected date of delivery the **Person Insured** provides a medical certificate - which must be dated no earlier than 5 days before the outbound travel date - issued by a **Doctor** or midwife confirming the number of weeks of pregnancy and that they are fit and to travel). during a **Trip**, **We** will pay up to the amount shown in the **Policy Schedule** for:

- i. medical (excluding dental), repatriation or travel expenses he or she incurs, including emergency optical expenses;
- ii. dental expenses he or she receives for the relief of pain only;
- iii. costs for additional travel and hotel expenses including those for any one other person if the **Person(s) Insured** has to be accompanied on medical advice or a **Child** needs to be escorted home. These must be authorised in advance by **Chubb Assistance**.
- iv. if the **Person Insured** dies,
  - a) cremation or burial charges in the country in which he or she has died;
  - b) transporting his or her body or ashes back to **Ireland**.

### B. Exclusions (General Exclusions apply as well)

**We** will not pay:

- i. any pre-existing medical condition affecting any person upon whom **Your Trip** depends that was diagnosed, treated or required hospital inpatient or outpatient treatment in the 5 year period before **Your Trip** was booked (or the **Commencement Date** of the policy

- if later), and which could result in **You** having to cancel **Your Trip**;
- ii. any pre-existing medical condition affecting any person upon whom **Your Trip** depends for which they are being prescribed regular medication by a **Doctor** at the date **Your Trip** was booked (or the **Commencement Date** of the policy if later), and which could result in **You** having to cancel **Your Trip**;
  - iii. any heart-related condition or any type of cancer affecting any person upon whom **Your Trip** depends diagnosed at any time before **Your Trip** was booked (or the **Commencement Date** of the policy if later), and which could result in **You** having to cancel **Your Trip**;
  - iv. any amount recoverable under a National Health Service reciprocal agreement with any country.
  - v. for any treatment not confirmed as medically necessary.
  - vi. any expenses incurred in **Ireland**.
  - vii. any additional travelling expenses not authorised by **Chubb Assistance** if the **Person(s) Insured** has to return home earlier than planned or be repatriated from a **Trip**.
  - viii. for medical treatment that the **Person(s) Insured** travelled **Abroad** to obtain.
  - ix. for medication the **Person(s) Insured** is taking before and which he or she will have to continue taking during a **Trip**.
  - x. for surgery, medical or preventative treatment which can be delayed in the opinion of the **Doctor** treating a **Person Insured** and **Chubb Assistance** until he or she returns to **Ireland**;
  - xi. any expenses incurred following **Your** decision not to move hospital or return to the **Ireland** after the date when, in the opinion of **Chubb Assistance**, **You** should do so;
  - xii. any additional costs for single or private room accommodation.
  - xiii. any costs incurred more than 12 months after the incurring of the first expense, or after the **Person(s) Insured** has been declared fit to return to **Ireland**, whichever is earlier.
  - xiv. additional travel and hotel expenses incurred which have not been authorised in advance by **Chubb Assistance**.
  - xv. cremation or burial costs in **Ireland**.
  - xvi. the **Excess**, except where the **Person(s) Insured** has obtained a reduction in the cost of medical expenses in European Union countries by using a European Health Insurance Card.

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

## SECTION 5. Hospital benefit

### A. Cover

If the **Person(s) Insured** is a hospital in-patient during a **Trip** and has a **Claim** under Part III Section 4. MEDICAL AND ADDITIONAL EXPENSES, **We** will pay the amount shown in the **Policy Schedule** for each full 24 hours he or she spends in hospital **Abroad** up to the maximum shown in the **Policy Schedule** for each **Trip**.

### 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

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

### A. Cover

- i. **Loss**, damage or theft  
If **Personal Property** is **Lost**, damaged or stolen during **Your Trip**, **We** will pay **Repair and Replacement Costs** up to the amount stated in the **Policy Schedule**.
- ii. Delayed Baggage  
If **Personal Property** is **Lost** or misplaced for at least 4 hours on **Your** outbound journey by the airline or other carrier, **We** will pay up to the amount stated in the Table of Benefits to reimburse **You** for the cost of essential items of clothing, medication, toiletries and **Mobility Aids** that **You** have to purchase on the **Trip**.

### B. Exclusions

(General Exclusions apply as well)

- A. **We** will not pay  
More than the amount stated in the **Policy Schedule** for:
  - i. a single item, pair or set, or part of a pair or set;
  - ii. **Valuables** in total;
  - iii. sports equipment in total.
- B. **Loss** or theft of **Valuables** left **Unattended** unless contained in a locked safe or safety deposit box.
- C. **Loss** or theft of any **Personal Property** (other than **Valuables**) left **Unattended** unless:
  - a. contained in
    - i. a locked room; or
    - ii. a locked safe or safety deposit box; or
    - iii. the locked glove box or boot of a

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 to the room, safe, safety deposit box or car, or the car has been stolen;

b. in the custody or control of an airline or other carrier.

### D. **Loss**, theft or damage to:

- i. antiques, musical instruments, pictures, household goods, contact or corneal lenses, dentures, or dental fittings, hearing aids, bonds, securities or documents of any kind;
- ii. sports equipment whilst being used, vehicles or their accessories (other than **Mobility Aids**), watercraft and ancillary equipment, glass china or similar fragile items and pedal cycles;
- iii. business equipment, business goods, samples, business **Money**, tools of trade or any other item used in connection with **Your** business, trade or occupation;

E. Depreciation in value, normal wear and tear, denting or scratching, damage by moth or vermin, electrical, electronic or mechanical breakdown, or damage **Due To** atmospheric or climatic conditions.

F. Delay, detention, seizure or confiscation by customs or other officials.

G. The **Excess** (not applicable to delayed baggage **Claims**).

### Special Conditions

- 1. **You** must take reasonable care to keep **Your Personal Property** safe. If **Your Personal Property** is **Lost** or stolen **You** must take all reasonable steps to get it

back.

2. **Valuables** must be attended by **You** at all times when not contained in a locked safe or safety deposit box.
3. If **Your Personal Property** is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.
4. **Loss**, theft or damage to **Personal Property** in the custody of an airline or other carrier must be reported in writing to the airline or other carrier within 24 hours of discovery and **We** must be provided with a copy of the original written airline or carrier's Property Irregularity report;
5. Where **Personal Property** is temporarily **Lost** or misplaced by an airline or other carrier **We** must be provided with original written confirmation from such airline or other carrier or the tour representative that the delay lasted for at least 12 hours after **You** arrived at **Your** destination.
6. If **You** have been paid for emergency purchases of essential items and **You** then also **Claim** for **Loss**, damage or theft of **Personal Property** resulting from the same item, cause or event, the amount paid to **You** for emergency purchases will be deducted from the final settlement payment. However, any deduction will not be any more than the amount paid for emergency purchases.

## SECTION 7. Money

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 and pre-paid vouchers and non-refundable pre-paid entry tickets.

#### A. Cover

- i. **We** will pay up to the amount shown in the **Policy Schedule** if **Money** which is held by the **Person(s) Insured** for his or her personal use is lost or stolen during a **Trip** or **Foreign** currency purchased is lost or stolen during the 72 hours immediately prior to commencement of the **Trip**, whilst:
  - a) being carried by the **Person(s) Insured**; or
  - b) left in a safety deposit box.

#### B. Exclusions

**(General Exclusions apply as well)**

**We** will not pay;

- i. the **Excess**.
- ii. more than €50 if the carrier is under 16 years old.
- iii. for delay, detention, seizure or confiscation by customs or other officials.
- iv. 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 Police report and report to the hotel management as applicable.

- v. for travellers cheques:
  - a) unless the loss or theft is reported immediately to the local branch or agent of the issuing company;
  - b) if the issuing company provides a replacement service.
- vi. for depreciation in value or shortage **Due To** any error or omission.
- vii. for more than the amount shown in the **Policy Schedule** in total for any one **Claim** in respect of loss of or damage to **Money**.

## SECTION 8. Loss of passports / green cards / driving licenses

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

### A. Cover

If **Your** passport, green card, and/or driving licence is **Lost**, destroyed or stolen while **You** are on a **Trip Abroad**, **We** will pay up to the amount stated in the **Policy Schedule** to cover the cost of:

- a) getting any temporary replacement documents needed to enable **You** to return to Ireland including any additional travel and accommodation (room only) costs incurred by **You** or on **Your** behalf during **Your Trip** to obtain such documents; and
- b) the replacement passport or driving licence fee payable, provided that it remained valid for at least 2 years at the date it was **Lost**, destroyed or stolen.

## 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 documents stolen from an unattended vehicle unless they were 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;
- iv. the **Excess**.

## SECTION 9. Personal liability

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

### A. Cover

If the **Person Insured** becomes legally liable to pay damages up to the amount stated in the **Policy Schedule** in respect of:

- i. accidental **Bodily Injury** (which shall include death illness or disease) to any person; and/or
- ii. accidental loss of or damage to material property occurring during a **Trip**. **We** will indemnify the **Person Insured** for all damages payable in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause. **We** will also pay in connection with such liability:

- a. all costs and expenses recoverable by a claimant from a **Person Insured**;
- b. all costs and expenses incurred with **Our** written consent;
- c. solicitors' fees for representation at any coroner's inquest or fatal **accident** inquiry or in any Court of Summary Jurisdiction.
- b) Aero spatial device or any airborne craft or waterborne craft or vessel; or;
- c) firearms (other than sporting guns); or
- d) animals and vicarious liability for the acts of a minor in connection with the above.

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 a., b. and c. above are deemed to be included in the Limit of Liability.

## B. Exclusions

### (General Exclusions apply as well)

**We** will not provide indemnity for any liability:

- i. in respect of **Bodily Injury** to any person who is:
  - a) under a contract of service with a **Person Insured** when such injury arises out of and in the course of their employment by the **Person Insured**;
  - b) A member of the **Person Insured's** family.
- ii. in respect of loss of or damage to property in the care custody or control of a **Person Insured**. However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by a **Person Insured** in the course of the **Trip**.
- iii. liability in respect of **Bodily Injury** loss or damage caused directly or indirectly in connection with ownership, possession of or use by the **Person Insured** of:
  - a) mechanically propelled vehicles, or;
  - iv. liability in respect of **Bodily Injury** loss or damage caused directly or indirectly in connection with a. the ownership, possession or use of the **Person Insured** of any land or buildings, immobile property or caravans other than temporary accommodation occupied by a **Person Insured** in the course of a **Trip**; 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 the **Person Insured** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
  - vi. punitive or exemplary damages;
  - vii. **War**.

## C. Provisions applying to this Section

- 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 the **Person Insured's** name the defence or settlement of any claim or to prosecute in the **Person Insured's** name for its



own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Person Insured** shall give all information and assistance as **We** may require. Every letter, claim, writ, summons and process shall be forwarded to **Us** on receipt. Written notice shall be given to **Us** immediately the **Person Insured** shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.

- ii. **We** may at any time pay to the **Person Insured** in connection with any claim or series of claims the Limit of Liability for this Section (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
- iii. the **Person Insured** shall observe, fulfil and be subject to the terms, Exclusions and Provisions of this Section.

## SECTION 10. Overseas legal expenses

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 Sections 3, 6 and 7 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*** to or illness of the **Person(s) Insured** or in appealing or resisting an appeal against the judgement of a Court, tribunal or arbitrator.
- b) costs for which the **Person(s) Insured** is legally liable following an award of costs by a Court or tribunal or 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 behalf of the **Person(s) Insured**.

### ***Any One Claim***

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

### **A. Cover**

If during a **Trip** the **Person(s) Insured** sustains ***Bodily Injury*** or illness which is caused by a third party **We** will pay up to the benefit amount shown in the **Policy Schedule** 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 authorisation in writing unless such costs would have been incurred subsequent to **Our** authorisation.
- iv. **Legal Expenses** incurred in connection with any criminal or wilful act.
- v. **Legal Expenses** incurred in the defence against any civil **Claim** or legal proceedings made or brought against the **Person(s) Insured** except 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) the Person(s) employer.
- viii. actions between **Persons Insured** 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 the **Person(s) Insured** has:
  - 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 **Our** agreement. In such circumstances **We** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid.
- xii. **Legal Expenses** incurred after a **Person(s) Insured** has 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. the **Person Insured** has the right to select and appoint a **Legal Representative** of their choice to represent them in any legal inquiry or legal proceedings (provided any appointment of a **Legal Representative** is not on a contingency fee basis, where the **Legal Representative** charges a proportion of the amount recovered as a fee). **You** shall provide **Us** with details of the selected **Legal Representative's** name and address. **We** may provide information about **Legal Representatives** in the **Person Insured's** local area if they ask **Us** to do so.
- iii. The **Legal Representatives** and the **Person(s) Insured** 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 the **Person(s) Insured** will give to the **Legal Representatives** any instructions necessary to ensure such access.
- iv. **Our** authorisation to incur **Legal Expenses** will be given if the **Person(s) Insured** can satisfy **Us** that:
  - a. there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings and the **Legal Expenses** will be proportionate to the value of the **Claim** or legal proceedings; and
  - b. it is reasonable for **Legal Expenses** to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of **Our** own advisers. If there is a dispute, **We** may request, at the **Person(s) Insured** expense, an opinion of a barrister as to the merits of the **Claim** or legal proceedings. If the **Claim** is admitted, the **Person(s) Insured** costs in obtaining this opinion will be covered by this Insurance.
- v. Any dispute between the **Person Insured** 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 the **Person Insured** and **Us**. If the **Person Insured** 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 the **Person Insured's** consent where the amount of the claim is less than €5,000. If the **Person Insured** does 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 the **Person Insured** has agreed with **Us**, after the dispute between the **Person Insured** 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 **Our** discretion assume control at any time of any **Claim** or legal proceedings in the name of the **Person(s) Insured** 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 **Our** written agreement shall entitle **Us**

to withdraw cover immediately and to recover any fees or expenses paid to the **Person(s) Insured**.

- ix. **We** may at **Our** discretion require the **Person(s) Insured** to obtain at the expense of the **Person(s) Insured** an opinion of a barrister agreed by the **Person(s) Insured** 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 **Our** discretion offer to settle a counter **Claim** against the **Person(s) Insured** which it considers to be reasonable instead of continuing any **Claim** or legal proceedings for damages and/or compensation by a third party.
- xi. The **Person(s) Insured** 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 favour of the **Person(s) Insured** in the **Claim** or legal proceedings; or
  - b. costs are agreed to be paid to the **Person(s) Insured** 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, the **Person(s) Insured** has the right to select and appoint other **Legal Representatives** in accordance Provision ii. of this Section.
- xiii. If the **Legal Representatives** refuse to continue acting for a **Person Insured** with good reason or if a **Person Insured** dismisses the **Legal Representatives** without good reason

the cover **We** provide will end at once, unless **We** agree to appoint other **Legal Representatives**.

## **PART IV General information**

### **4.1 General exclusions (exclusions that apply to the whole policy)**

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

#### **A. Communicable Disease**

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

#### **B. Recoverable Expenses**

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

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

#### **C. Air travel & Air sports**

- i. participation in aerial sports or pursuits including but not limited to: ballooning, bungee-jumping, gliding, hang-gliding, microlighting, parachuting, paragliding or parasailing;
- ii. air travel, unless the **Person(s) Insured** is travelling as a fare paying passenger in a fixed wing aircraft which is provided by a licensed airline or air charter company.

#### D. Currency Loss

currency exchange.

#### E. Hazardous activities

participation in or training for: mountaineering requiring the use of ropes or guides; potholing; any association, club or school organised sporting **Trip**; travelling on a motorcycle/trike over 125cc; competitive

**Winter Sports** including, but not limited to: ski or ski bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons; racing of any kind (except for racing on foot); scuba diving to depths in excess of 30 metres, and speed or endurance tests.

#### F. Illegal acts

any illegal act of the **Person(s) Insured**.

#### G. Military Service

military service, air force or naval service or operations (other than reserve or voluntary training).

#### H. Misuse of alcohol/drugs

- i. the **Person Insured** drinking too much alcohol, alcohol abuse or alcohol dependency. **We** do not expect the **Person Insured** to avoid alcohol on a **Trip**, but **We** will not cover any claims arising because the **Person Insured** has drunk so much alcohol that their judgement is seriously affected and the **Person Insured** needs to make a claim as a result (for example any medical report or evidence showing excessive alcohol consumption which in the opinion of a Qualified Medical Practitioner has caused or contributed to the bodily injury).
- ii. drugs injected and or ingested by the **Person(s) Insured** except for drugs which are properly prescribed;

- iii. the **Person(s) Insured** driving a vehicle of any kind whilst the alcohol level or any other substance in his or her blood or urine exceeds the legal limit of the country where he or she is driving.

#### I. Public Authority regulations

regulations or order made by any Public Authority or Government.

#### J. Radiation

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

#### K. Sanction Country

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

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

#### L. Sonic waves

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

#### M. 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);

- ii. sexually transmitted disease.

#### N. Suicide/self injury

- i. suicide, attempted suicide or deliberate self-inflicted injury by the **Person(s) Insured** regardless of the state of their mental health; or
- ii. needless self-exposure to danger except in an attempt to save human life.
- iii. duelling or fighting.

#### O. War

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

#### P. Trips not Covered

As described under "Trips not Covered" on page 09 of this policy.

### 4.2 General conditions (conditions 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. 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 by and interpreted in accordance with the Law of **Ireland** and only the Courts of **Ireland** will have jurisdiction in any dispute; and ii. communication of and in connection with this policy will be in the English language.

#### C. Observing Policy Terms & Conditions

**We** will not be liable to make any payment under this policy if the **Person(s) Insured** or his or her personal representative(s) do not observe and fulfil its terms and conditions.

#### D. Your duty to avoid or minimise a Claim

**You** and each **Person Insured** if more than one must take ordinary and reasonable care to safeguard against any loss, damage, **Accident**, injury or illness as though he or she were not insured. **You** and each **Person Insured** must as soon as possible place himself/herself under the care of a **Doctor** following injury or illness. If **We** believe **You** or any **Person Insured** 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

No sum payable by **Us** under this policy shall carry interest 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 or costs

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

#### G. Stamp Duty

The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 125 of the Stamp Duties Consolidation

Act 1999 or any future law, enactment or regulation.

## H. Moneys payable in Ireland

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

## I. Changes by Us

**We** reserve the right to make changes or add to these policy terms and to change the premiums applicable:

- i. for legal, regulatory or taxation reasons; and/or
- ii. to reflect new industry guidance and codes of practice; and/or
- iii. to reflect legitimate costs increases or reduction associated with providing this policy.

If **We** want to cancel or change your policy, **We** will notify you one month in advance.

## 4.3 Claims provisions

### A. The Person(s) Insured must:

- i. Submit a claim online via portal below:  
<https://www.chubbclaims.com/ace/ie-en/welcome.aspx>  
or alternatively phone or write to Sedgwick within 30 days of the incident or as soon as possible of anything likely to result in a Claim.

### ii. Supply details & documents

supply at his or her 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. The Person(s) Insured must not do the following without Our written agreement:

### i. Admit liability

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

### ii. Dispose of items

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

## C. Each Person Insured must recognise Our right to:

### i. Pay, repair or replace

meaning to choose either to pay the amount of a **Claim** (less any **Excess** and up to any policy limit) or to either 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 the name of the **Person(s) Insured** and to 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 the **Person(s) Insured**, or on his or her behalf.

#### vi. Receive medical certificates

be supplied at his or her expense with appropriate original medical certificates before paying a **Claim** under Part II Sections 1, 3, 4 or 5.

#### vii. Carry out medical examinations

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

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

#### i. Dishonesty

a **Claim** is in any way dishonest; or

#### ii. Fraud

if the **Person(s) Insured** or anyone acting on his or her behalf, uses fraudulent means to benefit under this policy.

### E. Paying Claims

#### Death

- i. If the **Person(s) Insured** is aged 18 years or over, **We** will pay the **Claim** to the estate of the deceased **Person(s) Insured** and the receipt given to **Us** by the personal representatives shall be a full discharge of all liability by **Us** in respect of the **Claim**.
- ii. If the **Person(s) Insured** is a minor, **We** will pay the **Claim** to **You** if they are a **Partner**. If the minor is not a **Partner We** shall make the payment to their parent or legal guardian. The **Partner**, parent or legal guardian's receipt shall be a full discharge of all liability by **Us** in respect of

the **Claim**.

### All other Claims

- i. If the **Person(s) Insured** is aged 18 years or over, **We** will pay the **Claim** to the **Person(s) Insured** and their receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.
- ii. If the **Person(s) Insured** is a minor **We** will pay the **Claim** to that minor if they are a **Partner**. If the minor is not a **Partner We** shall make the payment to their parent or legal guardian for the benefit of that minor. The **Partner**, parent or legal guardian's receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.

### 4.4 Automatic ending of cover

- i. **Your** cover will end
  - Cancellation of membership of the Bank of Ireland Platinum Advantage Credit Card.
  - on the **Anniversary Date** following **Your** 81st birthday; or
  - on the date **You** cancel **Your Card** account; or
  - on Cancellation or termination of the **Agreement**; or
  - if **You** are on a **Trip** when the **Agreement** is cancelled or terminated, immediately on **Your** return home to **Ireland**, or 45 days after Cancellation or termination of the **Agreement**, whichever is earlier; or,
  - when **You** die, whichever is earlier.
- ii. **Your Partner's** cover will end:
  - on the **Anniversary Date** following their 81st birthday; or
  - when **Your** cover ends; or



- when he or she dies, whichever is earlier.
- iii. Cover for **Children** will end:
- on the **Anniversary Date** following their 18th birthday (or 23rd birthday if still in **Full Time Education**); or
  - when **Your** cover ends; or
  - they get married; or
  - they stop being dependent, whichever is earlier.

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

## PART V Complaints procedures

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

The Customer Service Manager  
Chubb  
5 George's Dock  
International Financial Services Centre  
Dublin 1  
T 1800 719 086 or +353 (0) 1440 2787  
E boi.travelinsurance@chubb.com

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

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

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

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

## European Online Dispute Resolution Platform

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

# How to get in touch

**Medical Emergency Service:  
Chubb Assistance +353 (0) 1440 1704**

**Sedgwick Travel Claims:  
within Ireland 1800 719 086  
outside Ireland +353 (0) 1440 2787**

**Customer Service:  
within Ireland 1800 719 086  
outside Ireland +353 (0) 1440 2787**

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