

Travel Insurance

# Your AIB Credit Card Travel Insurance Policy Document

AIB Card Issuing

Underwritten by ACE European Group



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# Welcome to your AIB Travel Insurance.

## AIB Card Issuing

### AIB Credit Card Travel Insurance

This is **Your AIB** Credit Card Travel Insurance policy which, together with the information supplied in **Your** application, is a contract between **You** and **ACE**.

In return for payment of the premium by (i) **AIB** or (ii) by **You** if **You** have requested optional cover, **ACE** agrees to insure **You** (and **Your Partner, Children, Authorised Users**, if any, and **Business Associates**, if shown as insured on the **Policy Schedule**) provided that all **Persons Insured** are aged under 75 and **Permanently Resident** in Republic of **Ireland** before travelling.

The insurance will operate during the **Period of Insurance** and whilst the **Marketing Agreement** between **AIB** and **ACE** is in force in the manner and to the extent provided, and subject to the Terms, Conditions and Exclusions contained in the **AIB Worldwide Travel Insurance** policy.

### Please read your policy and policy schedule

The policy booklet shows the cover applicable and the **Policy Schedule** shows the most that **ACE** will pay for each benefit. If **You** have any questions please contact **ACE** on 1800 70 7170, Monday to Friday between 9am and 5pm.

### Changes to Your policy

If either **Your** insurance needs or any of the information **You** have given **AIB** changes, please advise **AIB**, in order to update our records.



Brian Buckley  
AIB Insurance Services Limited

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

## The information You provide

**ACE** fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it.

The information **You** provided when **You** took out **Your** policy, together with other information **You** provide at any later date, will be used by **ACE** and its group companies, including **AIB** and its group companies, to help it meet **Your** needs including supplying **You** with products and services **You** have requested and improving its products and services. **ACE** may disclose **Your** information to its service providers and agents for these purposes as well as any agents **You** have appointed to act on **Your** behalf. For these purposes **ACE** may, if necessary, transfer **Your** information **Abroad** to countries which do not have the same level of data protection as **Ireland**. If **ACE** does make such a transfer, **ACE** will take reasonable steps, if appropriate, to put a contract in place to ensure that **Your** information is protected.

It may also be used for the purpose of fraud prevention including passing details to other insurers and regulatory bodies.

Where **You** have provided information about another person in connection with the purchase and performance of this insurance policy **You** confirm that they have appointed **You** to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information **Abroad**. **You** also agree to receive on their behalf any data protection notices from **ACE**.

**ACE** may monitor and/or record **Your** communication with it either itself or by reputable organisations selected by **ACE**, to ensure consistent servicing levels and account operation.

It may be necessary for **You** to provide additional information including sensitive personal data, for example details relating to the health of the **Person(s) Insured**, in order that **ACE** can assess and pay any **Claims**.

**ACE** may only obtain this information or ask third parties such as independent medical examiners to obtain this information with **Your** or the **Person(s) Insured** express prior consent. By submitting a **Claim You** or the **Person(s) Insured** are expressly consenting to **ACE** obtaining and using such information to enable **ACE** to assess and pay such **Claim**.

**ACE** will not disclose any **Claims** details to any other third **Party** without written permission from **You** or the **Person(s) Insured**.

**ACE** will keep information about **You** only for so long as it is appropriate.

In accordance with **Your** Subject Access rights, if **You** ask, **ACE** will tell **You** what information it holds about **You** and provide it to **You** in accordance with applicable law. Any information which is found to be incorrect will be corrected promptly.

## 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. Additional Definitions appear in Part III Sections 3, 6, 7 and 11.

€  
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.

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

**ACE Assistance**  
The third **Party** provider with whom **ACE** have contracted to provide;  
a) The telephone advice, information and counselling services; and or  
b) the travel assistance and emergency medical and repatriation services.

**AIB; AIB's**  
Allied Irish Banks, p.l.c. of or pertaining to Allied Irish Banks, p.l.c. whose address is at Bankcentre, Ballsbridge, Dublin 4.

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

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

**Business Associate**  
**Your** associate who is travelling with **You** on a **Trip** in connection with **Your** business.

**Cancellation, Curtailment and Rearrangement Costs**  
costs for unused travel and/or accommodation (including ski hire, ski school and ski lift passes) which the **Person(s) Insured** has paid or is contracted to pay and which cannot be recovered from any other source. **Curtailment** and **Rearrangement Costs** include reasonable additional travel and accommodation expenses 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 **Trip**.

**Card**  
**AIB** 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 **AIB**.

**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 of the **Period of Insurance** 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.

### 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 **AIB**, for cover to start.

### 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 **ACE**.

### 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.

### 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, all of whom must be **Permanently Resident** in **Ireland**, Northern **Ireland**, England, Scotland, Wales, Channel Islands or the Isle of Man.

### Ireland; Irish

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

### Marketing Agreement

The Agreement, or any replacement thereof between **AIB** and **ACE** which sets out the terms under which **ACE** provides Insurance to the **Cardholders** of **AIB**.

### Partner

**Your** spouse, or someone of either gender with whom **You** have been living for at least three months as though they were **Your** spouse.

### Party

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

### Period of Insurance

twelve months from 00.01 on the **Commencement Date** and each subsequent twelve-month period for which either **AIB** or **You** shall pay and **ACE** shall accept a renewal premium, both periods falling entirely within the Period of Cover. Dates refer to Local Standard Time at **Your** address as shown in the **Policy Schedule**.

### Period of Cover

time during which both the **Card** account and the **Marketing Agreement** remain in force.

### Permanently Resident

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

### Person(s) Insured

persons or class of persons described in the **Policy Schedule**.

### 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**, **ACE** will deal with it based on the details shown in the **Policy**

Schedule sent to **You** immediately before the event giving rise to the **Claim**.

### Principal Cardholder

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

### Public Conveyance

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

### Rearrangement Costs

In the event of a valid Cancellation of a **Trip** under the terms and conditions of this policy, the additional costs incurred in **Excess** of the Cancellation costs which the **Person(s) Insured** has paid or is contracted to pay in re-arranging a **Trip**. **Rearrangement Costs** include reasonable additional travel and accommodation expenses provided that:

- c) such travel is of a standard no greater than the class of transport on the original outbound and return journey and
- d) the standard of accommodation is not superior to that of the **Trip**. The Rearrangement of a **Trip** has to be backed and fully paid no later than 6 months after the original date of Commencement of the cancelled **Trip**.

### 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.

### Trip

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

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

### 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.

### 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

the **Principal Cardholder**; or of pertaining to the **Principal Cardholder**.

## 1.2 Trips covered

This policy covers all Trips during the **Period of Insurance** provided they meet the following conditions:

- i. each individual **Trip** begins and ends during the **Period of Insurance**;
- ii. no individual **Trip** continues for more than 45 consecutive days.

Up to 21 days **Winter Sports** cover is included during the **Period of Insurance**.

In addition, cover under Part III Section 3. Personal **Accident** shall also be operative whilst the **Person(s) Insured** is riding as a **Fare** paying passenger in, or whilst boarding or alighting from, a **Public Conveyance** within **Ireland**, provided that the **Fare** for the **Person(s) Insured** has been charged to the **Card**.

## 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 75 years on the **Commencement Date** of any **Period of Insurance**
- 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 (other than on an organised school, college or university **Trip**); or
  - 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 When cover operates for a trip

- A. Insurance cover for Cancellation under Part III Section 1 - Cancellation, Curtailment and Rearrangement begins



when a **Trip** is booked and the at least 50 % of **Fare** is charged to the **Card**, or from the **Commencement Date**, whichever is later.

- B. Insurance cover under all other Sections operates for a **Trip** which begins and ends during the **Period of Insurance** and 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**.

## 1.5 Medical requirements

**ACE** has the right to refuse to pay any **Claim** if:

- A. at the date on which a **Trip** is booked and the **Fare** is paid, or at the **Commencement Date** if later, the **Person(s) Insured** is aware of any reason why a **Trip** might be cancelled or curtailed;
- B. at the date on which a **Trip** is booked and the **Fare** is paid, or at the **Commencement Date** if later, the **Person(s) Insured** or his/her **Immediate Family** is receiving or on a waiting list for treatment at a hospital or nursing home;
- C. the **Person(s) Insured** intends travelling against the advice of a **Doctor** or for the purpose of obtaining medical treatment or where a terminal prognosis has been given.

## 1.6 Making a claim

### A. medical emergency only

Contact:

In a medical emergency, please use the Medical Emergency Service - Telephone No. +353 (0) 1 4402792 (part of the cover provided under Part III Section 4 MEDICAL AND ADDITIONAL EXPENSES) Contacting **ACE** first may delay treatment

### B. all other Claims

Contact:

OSG Travel Claims  
Merrion Hall,  
Strand Road,  
Sandymount,  
Dublin 4  
Phone +353(0) 1 661 9133  
Fax +353(0) 1 661 5249

To make a **Claim** please phone or write to OSG within 30 days of the incident, or as soon as possible afterwards, and provide **Your** name, address and policy number. A claim form is available from OSG. Alternatively **You** can print off a claim form from **ACE's** website at [www.ace.travelir@acegroup.com](mailto:www.ace.travelir@acegroup.com)

### Reporting lost or stolen property

- A. money, **valuables** or **Personal Property**  
**You** must notify the local Police within 24 hours of discovery and provide **ACE** 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.

### **1.7 Aggregate limits of liability**

ACE 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 services

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



**ACE Assistance/Medical Referral/Personal Assistance Services Telephone Number +353 (0) 1 440 2792**

Assistance services are only available during a **Trip Abroad**. **ACE 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 **Period of Insurance** 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 **ACE 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 **ACE Assistance** believes treatment in **Ireland** is preferable, transfer will be arranged by regular scheduled transport services or by air or road ambulance services if more urgent treatment and/or specialist care is required during the journey.

### C. Payment of Bills

If a **Person Insured** is admitted to hospital **Abroad**, the hospital or attending **Doctor(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.

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

## E. Transmission of Urgent Messages

to relatives or **Business Associates**

## F. Unsupervised Children

- 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

**ACE Assistance** will provide a **Person Insured** with the following services, in an emergency, when he or she is on Holiday **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 **ACE Assistance** for locating the translation service

### A. Transfer of Emergency Funds

transfer of emergency funds up to €250 per **Trip** if access to normal financial/banking arrangements is not available locally. In order to reimburse **ACE Assistance** the **Person(s) Insured** must authorise **ACE Assistance** to debit his or her credit or charge card with the amount of the transfer, or make alternative arrangements to deposit the funds in **ACE Assistance's** account in the UK. If the emergency transfer is necessitated by theft or loss of personal money, a **Claim** may be made under the policy.

## B. Message Relay

transmission of urgent messages to relatives or **Business Associates** if medical or travel problems disrupt a **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. **ACE Assistance** will not pay for any item.

## E. Lost Credit Cards

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

## F. Emergency Translation Facility

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 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.

## **CONDITION**

### **Prompt advice and assistance**

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

## PART III Your cover

### SECTION 1. Cancellation, Curtailment and Rearrangement

#### A. Cover

ACE will pay **Cancellation, Curtailment and Rearrangement Costs** up to the amount shown in the **Policy Schedule** if it becomes necessary to cancel, curtail or rearrange 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(s) Insured** or **Immediate Family** ; or
- ii. the compulsory quarantine on the order of a treating **Doctor** of the **Person(s) Insured** provided that such Cancellation, curtailment or rearrangement is confirmed as medically necessary by a **Doctor**.
- iii. a **Person Insured** being delayed for at least 24 hours on the outbound or return leg of the **Trip** because the scheduled departure of the **Public Conveyance** is affected by adverse weather, industrial action, strike, riot or civil commotion or mechanical breakdown or derangement.
- 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 his or her home.

- viii. Civil commotion in any country included in the itinerary of the **Trip**.

#### B. Exclusions

**(General Exclusions apply as well)**

ACE will not pay;

- i. **Cancellation, Curtailment and Rearrangement Costs** where such Cancellation, curtailment or rearrangement has not been confirmed as medically necessary by a **Doctor**.
- ii. if a **Person Insured** does not:
  - a) check-in before the scheduled departure time shown on his or her travel itinerary; or
  - b) provide **ACE** with written details from the airline, shipping company, coach or train operators describing the length of, and reason for, the delay;
- iii. if industrial action, a strike, riot or civil commotion, is public knowledge on the **Commencement Date** when a **Trip** is booked and the **Fare** is paid.
- 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 the **Person(s) Insured** is called as an expert witness or if his or her occupation would normally require a court attendance, or
- vi. if the **Person(s) Insured** was unemployed or knew at the time a booking was made that they might become unemployed, or
- vii. if any other adverse financial situation necessitates **Cancellation**, curtailment or rearrangement of a **Trip**.
- viii. the **Excess**.
- ix. additional travel and accommodation expenses for Curtailment and **Rearrangement Costs** where the means of transport and/or accommodation used is

- of a standard superior to that of the outbound leg of the journey or **Trip**.
- x. 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 holiday was booked or at the time **You** purchased the policy;
  - xi. a charge or expense paid for or to be discharged with any kind of promotional voucher.
  - xii. 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.
  - xiii. if a **Trip** is cancelled, curtailed or rearranged as the result of regulations made by any government or public authority.

## SECTION 2. Travel delay

### 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 a **Public Conveyance** 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, **ACE** will pay up to the amount shown in the **Policy Schedule** for items purchased for sustenance or comfort during the delay.

## B. Exclusions

**(General Exclusions apply as well)**

**ACE** 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 **ACE** 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.

## 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 Sections 6, 7 and 11 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 **ACE** is satisfied that the condition is permanent and without expectation of recovery.

### **Permanent Total Disability**

a disability which has lasted for at least 12 months from which **ACE** believes 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**, **ACE** 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**.

### **B. Exclusions**

**(General Exclusions apply as well)**

**ACE** will not pay:

- i. more than €5,000 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 during the **Period of Insurance** 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**, **ACE** will pay the death benefit. But before **ACE** does 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 **ACE Assistance** which are relevant to this Section.

**You** must contact **ACE 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) **ACE** advises **You** to obtain a European Health Insurance Card (EHIC) to take with **You** when **You** travel. For more information about the EHIC, contact **Your** local Post Office or



Department of Health and Children  
Hawkins House,  
Hawkins Street, Dublin 2  
Tel: 01 6354000  
www.doh.ie

Further information can be obtained on the government information website [www.citizensinformation.ie](http://www.citizensinformation.ie) under the section "Moving Country". If **You** are travelling to a country outside the European Economic Area, **You** may be able to claim back some or all of the costs of any medical treatment required - contact the Department of Health and Children (details above) to find out more.

### 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**, **ACE** 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 **ACE 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)

**ACE** will not pay:

- i. any amount recoverable under a National Health Service reciprocal agreement with any country.
- ii. for any treatment not confirmed as medically necessary.
- iii. any expenses incurred in **Ireland**.
- iv. any additional travelling expenses not authorised by **ACE Assistance** if the **Person(s) Insured** has to return home earlier than planned or be repatriated from a **Trip**.
- v. for medical treatment that the **Person(s) Insured** travelled **Abroad** to obtain.
- vi. for medication the **Person(s) Insured** is taking before and which he or she will have to continue taking during a **Trip**.
- vii. for surgery, medical or preventative treatment which can be delayed in the opinion of the **Doctor** treating the **Person(s) Insured** until he or she returns to **Ireland**.
- viii. any additional costs for single or private room accommodation.
- ix. 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.
- x. additional travel and hotel expenses incurred which have not been authorised in advance by **ACE Assistance**.
- xi. cremation or burial costs in **Ireland**.
- xii. 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 **ACE** 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, **ACE** 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)**

**ACE** 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 **ACE Assistance** which are relevant to this section.

### DEFINITIONS

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

#### **Golf Equipment**

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

#### **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**.

#### **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 B. Exclusions.

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

#### **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 consols, 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.

#### A. Cover

- i. If **Personal Property** is lost, damaged or stolen during a **Trip**, **ACE** will pay **Repair and Replacement Costs** up to the amount shown in the **Policy Schedule**.
  - ii. If any **Mobility Aid** owned by the **Person Insured** or for which they are responsible, necessarily taken by the **Person Insured** on Holiday or hired by or loaned to the **Person Insured** whilst on Holiday, is lost, damaged or stolen during such Holiday, **ACE** will pay **Repair and Replacement Costs** up to the amount shown in the **Policy Schedule**.
  - iii. **ACE** will also reimburse the:
    - a) cost of essential items up to the amount shown in the **Policy Schedule** that the **Person(s) Insured** has to purchase because **Personal Property** is lost or misplaced by an airline or other carrier for more than 12 hours in any stage of a **Trip** involving a stay of more than 12 hours other than the final return stage to **Ireland**.
    - b) reasonable and necessary costs up to the amount shown in the **Policy Schedule** €500, incurred by
      - i. a **Person Insured** during a Holiday, in hiring, **Mobility Aids**; and/or
      - ii. **ACE Assistance** in couriering **Mobility Aids** to the **Person Insured** to replace those taken by them on a **Trip** and which have been:
        - i. misplaced for at least 12 hours by an airline or other Carrier.
        - ii. suffered loss or damage insured under Cover ii. of this Section;
- c) reasonable and necessary costs up to the amount shown in the **Policy Schedule**, incurred by **ACE Assistance** to courier essential medication, dentures, hearing aids, prescription glasses, contact or corneal lenses to the **Person Insured**:
    - i. to replace those taken by the **Person Insured** on Holiday and which have:
      - a) been misplaced for at least 12 hours by an airline or other carrier
      - b) otherwise lost or damaged during the Holiday
    - ii. following discovery by the **Person Insured** that they accidentally omitted to take them on Holiday.

#### B. Exclusions

(General Exclusions apply as well)

- i. **ACE** will not pay:
  - a) the **Excess**.
  - b) more than the amount shown in the **Policy Schedule** for **Golf Equipment** in total;
  - c) more than the amount shown in the **Policy Schedule** for a single item, pair or set, or part of a pair or set.
  - d) more than the amount shown in the **Policy Schedule** for **Valuables** in total. **ACE** will only pay if the **Valuables** were attended by a **Person Insured** or are in a safety deposit box at the time they are lost, damaged or stolen.
  - e) for any items left unattended unless;
    1. they were in the locked 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;
2. they were in a locked hotel room, apartment or holiday residence,
  3. the 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
  4. **ACE** is provided with a copy of the original written Police report; and report to the hotel management as applicable.
- f) for loss of or damage to:
1. for **Personal Property** more specifically insured or recoverable under any other insurance policy;
  2. **Personal Property** in the custody of an airline or other carrier unless the loss or damage is reported in writing to the airline or other carrier within 24 hours of discovery and **ACE** is provided with a copy of the original written airline or carrier report;
  3. **Personal Property Due To** leaking powder or fluid carried within **Your** luggage;
  4. dentures, hearing aids, prescription glasses, sunglasses, prescription sunglasses, contact or corneal lenses (except as described in A iii c);
  5. household goods, samples or merchandise, bonds, securities or documents of any kind;
  6. antiques, musical instruments, pictures, sports equipment whilst being used (except for **Winter Sports** equipment), vehicles or their accessories, watercraft and ancillary equipment, glass, china or similar fragile items and pedal or motor cycles.
- g) for depreciation in value, normal wear and tear, denting or scratching of hired **Mobility Aids** for which the **Person Insured** is legally responsible, damage by moth or vermin, electrical, electronic or mechanical breakdown, or damage **Due To** atmospheric or climatic conditions.
- h) for delay, detention, seizure or confiscation by customs or other officials.
- ii. **ACE** will not pay any **Claim** where:
- a) **Personal Property Mobility Aids** essential medication, dentures, hearing aids, prescription glasses, contact or corneal lenses have been lost or misplaced by an airline or other Carrier unless **ACE** is provided with original written confirmation from such airline or other Carrier or the tour representative that were delayed for at least 12 hours after the **Person Insured** arrived at his or her destination;
  - b) **Mobility Aids** have been lost or damaged unless such loss or damage is insured under Cover ii of this section and the **Person Insured** has complied fully with the relevant terms and conditions of cover;-
  - c) **Personal Property, Mobility Aids**, essential medication, dentures, hearing aids, prescription glasses, contact or corneal lenses have been lost or misplaced on a journey returning a **Person Insured** to **Ireland**.
  - d) any mobility scooter is lost or damaged by theft or attempted theft or malicious persons, whilst left

unattended unless, it has been locked in a secure room or, any key required to operate the mobility scooter has been removed and any manufacturers security devices employed or, it is otherwise secured from unauthorised removal;

- e) mobility scooter tyres and/or accessories are damaged unless the Mobility scooter is damaged at the same time.
- f) hired **Mobility Aids** are damaged unless their condition has been inspected prior to hire and any defects noted.

## SECTION 7. Money

See Part II for services provided by **ACE 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 nonrefundable pre-paid entry tickets.

#### **A. Cover**

- i. **ACE** 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 during the 72 hours immediately prior to commencement or subsequent to completion of the **Trip**, whilst:

- a) being carried by the **Person(s) Insured**; or
- b) left in a safety deposit box.
- ii. **ACE** will pay up to the amount shown in the **Policy Schedule** if a **Person Insured** sustains financial loss directly as a result of a credit, charge or bankers card being lost or stolen during a Holiday and subsequently being used fraudulently by any person other than:
  - a) a member of the **Person Insured's** family; or
  - b) the **Person Insured's** employer where the card is issued on the **Person Insured's** behalf; provided that the **Person Insured** has fully complied with all the terms and conditions under which such card has been issued.

#### **B. Exclusions**

**(General Exclusions apply as well)**

**ACE** will not pay;

- i. the **Excess**.
- 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 **ACE** is 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** or fraudulent use of lost or stolen credit, charge or bankers cards.

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

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

### A. Cover

**ACE** will pay up to the amount shown in the **Policy Schedule** to cover additional travel and accommodation costs incurred by the **Person(s) Insured** during a **Trip** to obtain a replacement passport, green card or driving licence following the loss or theft of his or her original documents during the **Trip**.

### B. Exclusions

**(General Exclusions apply as well)**

**ACE** 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 **ACE** is 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. Hijack

### A. Cover

If the **Person(s) Insured** is held hostage by **Hijackers** during a **Trip**, **ACE** will pay the amount shown in the **Policy Schedule** for each full 24 hours he or she is held hostage up to the maximum amount shown in the **Policy Schedule** for each **Trip**.

### B. Exclusions

**(General Exclusions apply as well)**

## SECTION 10. Personal liability

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

### A. Cover

If the **Person Insured** becomes legally liable to pay damages 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 the **Period of Insurance** arising out of the Holiday. **ACE** 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 up to the Limit of Liability for this Section of €2,500,000. **ACE** will also pay in connection with such liability:
  - i. all costs and expenses recoverable by a claimant from a **Person Insured**;
  - ii. all costs and expenses incurred with the written consent of **ACE**;
  - iii. solicitors' fees for representation at any coroner's inquest or fatal **accident** inquiry or in any Court of Summary Jurisdiction; 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)

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

- i. in respect of **Bodily Injury** to any person who is:
  - a) under a contract of service with 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 Holiday.
- 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. the ownership, possession or use of:
    - 1. mechanically propelled vehicles (other than golf buggies used on golf course and not on public roads); or
    - 2. aircraft, hovercraft or watercraft (other than non mechanically propelled watercraft less than 30 feet in length used on inland waters);

- 3. 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 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. Holiday; 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 **ACE** 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 **ACE** may

require. Every letter, claim, writ, summons and process shall be forwarded to **ACE** on receipt. Written notice shall be given to **ACE** immediately 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. **ACE** 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 **ACE** shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
- iii. the **Person Insured** shall observe, fulfil and be subject to the terms, Exclusions and Provisions of this Section.

## SECTION 11. Overseas legal expenses

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

### DEFINITIONS

The following words and phrases will have the same special meaning in this section wherever they appear in bold italic type and commence with a capital letter. Additional Definitions appear in 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** 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 ACE** 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 **ACE** will not pay for:

- i. any **Claim** reported to **ACE** more than 24 months after the beginning of the incident which led to the **Claim**.
- ii. any **Claim** where it is **ACE's** opinion that the prospects for success in achieving a reasonable settlement are insufficient



- and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the **Claim**.
- iii. **Legal Expenses** incurred before receiving **ACE's** prior authorisation in writing unless such costs would have been incurred subsequent to **ACE's** 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) **ACE** or its 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 **ACE** is fully informed at all times in connection with any **Claim** or legal proceedings for damages and/or compensation from a third **Party**; or
    - b) settled or withdrawn a **Claim** in connection with any **Claim** or legal proceedings for damages and/or compensation from a third **Party** without the agreement of **ACE**. In such circumstances **ACE** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid.
  - xii. **Legal Expenses** incurred after 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 **ACE**; or
    - b) accepted an offer from **ACE** to settle a **Claim**.
  - xiii. **Legal Expenses** which **ACE** considers unreasonable or Excessive or unreasonably incurred.

### C. Special conditions applicable to this section

- i. **Legal Representatives** must be qualified to practise in the Courts of the country where the event giving rise to the **Claim** occurred or where the proposed defendant under this Section is resident.
- ii. 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 **ACE** with details of the selected **Legal Representative's** name and

- address. **ACE** may provide information about **Legal Representatives** in the **Person Insured's** local area if they ask **ACE** to do so.
- iii. The **Legal Representatives** and the **Person(s) Insured** must co-operate fully with and ensure that **ACE** is fully legal proceedings for damages and/or compensation from a third **Party**. **ACE** is entitled to obtain from the **Legal Representatives** any information, document or advice relating to a **Claim** or legal proceedings under this Insurance. On request the **Person(s) Insured** will give to the **Legal Representatives** any instructions necessary to ensure such access.
  - iv. **ACE's** authorisation to incur **Legal Expenses** will be given if the **Person(s) Insured** can satisfy **ACE** that:
    - a. there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings and the **Legal Expenses** will be proportionate to the value of the **Claim** or legal proceedings; and
    - b. it is reasonable for **Legal Expenses** to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of **ACE's** own advisers. If there is a dispute, **ACE** may request, at 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 **ACE** (about **ACE's** liability over a claim or the amount to be paid, where the amount of the claim is €5,000 or more) must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by the **Person Insured** and **ACE**. If the **Person Insured** and **ACE** cannot agree on an arbitrator, the President of the Law Society of **Ireland** will decide on the arbitrator and the decision of that arbitrator will be final. **ACE** may not refer the dispute to arbitration without 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 **ACE**, after the dispute between the **Person Insured** and **ACE** has arisen, that the claim will be dealt with by arbitration), within 12 months, **ACE** will treat the claim as abandoned.
  - vi. **ACE** may at its discretion assume control at any time of any **Claim** or legal proceedings in 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 **ACE** in writing within 90 days.
  - viii. Any **Legal Expenses** incurred without the written agreement of **ACE** shall entitle **ACE** to withdraw cover immediately and to recover any fees or expenses paid to the **Person(s) Insured**.
  - ix. **ACE** may at its 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 **ACE** as to whether

- or not there are reasonable grounds for continuing to pursue or defend any **Claim** or legal proceedings. **ACE** will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings.
- x. **ACE** may at its discretion offer to settle a counter **Claim** against 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 **ACE** of all sums paid by **ACE** 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 **ACE** 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 **ACE** provides will end at once, unless **ACE** agrees to appoint other **Legal Representatives**.

## SECTION 12. Winter sports

### A. Cover

**ACE** will pay:

- i. up to the amount shown in the **Policy Schedule** for each full 24-hour period it is necessary for the **Person(s) Insured** to hire replacement **Winter Sports** equipment for **Winter Sports** equipment that is:
  - a) lost or broken in an **Accident**;
  - b) lost or misplaced by an airline or other Carrier on the outward journey from **Ireland** and delayed for at least 12 hours after the arrival of the **Person(s) Insured** at his or her destination.
- ii. up to the amount shown in the **Policy Schedule** for each full week, or a proportionate amount for shorter or longer periods, to cover the value of an unused ski pass belonging to the **Person(s) Insured**, and hire or tuition fees which the **Person(s) Insured** cannot recover following:
  - a) an **Accident** or illness;
  - b) loss or theft of his or her ski pass.
- iii. the amount shown in the **Policy Schedule** for each full 24-hour period the **Person(s) Insured** is unable to ski because there is a lack of snow in the pre-booked resort and no alternative skiing available.
- iv. up to the amount shown in the **Policy Schedule** for additional and necessary travel and accommodation costs if the **Person(s) Insured** outward or return journey is delayed by an avalanche for more than 12 hours from the scheduled departure time on his or her travel ticket.

### B. Exclusions

**(General Exclusions apply as well)**

**ACE** will not pay:

- i. for delay, detention, seizure or confiscation by customs or other officials.

- ii. more than the maximum amount shown in the **Policy Schedule** for Ski Hire.
- iii. unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **ACE** is provided with a copy of their original written Police report and report to the hotel management as applicable.
- iv. more than the maximum amount shown in the **Policy Schedule** for unused Ski Pass.
- v. more than the maximum amount shown in the **Policy Schedule** for Lack of Snow.
- vi. if a **Claim** is paid under Part III Section 1 Cancellation, curtailment or rearrangement or Section 2 Travel Delay
- vii. if a **Claim** is **Due To** participation in 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.

## PART IV General information

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

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

#### A. 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 Farepaying passenger in a fixed wing aircraft which is provided by a licensed airline or air charter company.

#### B. Currency Loss

currency exchange.

#### C. 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 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.

#### D. Illegal acts

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

#### E. Military Service

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

#### F. Misuse of alcohol/drugs

- i. misuse of alcohol or solvents by the **Person(s) Insured**.
- 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.

#### G. Psychological conditions

post traumatic stress disorder or a related syndrome or any psychological or psychiatric condition diagnosed before a **Trip** begins.

#### H. Public Authority regulations

regulations or order made by any Public Authority or Government.

#### I. 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.

#### J. 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.

#### **K. Sonic waves**

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

#### **L. 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.

#### **M. Suicide/selfinjury**

- 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.

#### **N. War**

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

## **4.2 General conditions (conditions that apply to the whole policy)**

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

#### **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 **ACE** 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**

**ACE** 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 **ACE** believes **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 **ACE** under this policy shall carry interest unless payment has been unreasonably delayed by **ACE** following receipt of all the required certificates, information and evidence necessary to support the **Claim**. Where interest becomes payable by **ACE** it will be calculated only from the date of final receipt of such certificates, information or evidence.

## F. Other taxes or costs

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

## 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 **ACE** under this policy shall be in accordance with Section 93 of the Insurance Act 1936, payable and paid in **Ireland**.

## I. Changes by ACE

**ACE** reserves 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 **ACE** wants to cancel or change your policy, **ACE** will notify you one month in advance.

## 4.3 Claims provisions

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

#### i. Notify OSG Travel

advise OSG Travel **Claims** immediately or send a fully completed **Claim** form 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 the **Person(s) Insured** cannot.

#### ii. Supply details & documents

supply at his or her own expense any information, evidence and receipts **ACE** requires including medical certificates signed by a **Doctor**, police reports and other reports.

#### iii. Protect property

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

#### iv. Send ACE summons, writs etc

send **ACE** any original writ, summons, legal process or other correspondence received in connection with a **Claim** immediately it is received and without answering it.

### B. The Person(s) Insured must not do the following without ACE's 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 **ACE**.

## C. Each Person Insured must recognise ACE's 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 **ACE** pays 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 **ACE** to ask for one, at **ACE's** expense.

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

### i. Dishonesty

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, **ACE** will pay the **Claim** to the estate of the deceased **Person(s) Insured** and the receipt given to **ACE** by the personal representatives shall be a full discharge of all liability by **ACE** in respect of the **Claim**.
- ii. If the **Person(s) Insured** is a minor, **ACE** will pay the **Claim** to **You** if they are a **Partner**. If the minor is not a **Partner** **ACE** 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 **ACE** in respect of the **Claim**.

### All other Claims

- i. If the **Person(s) Insured** is aged 18 years or over, **ACE** will pay the **Claim** to the **Person(s) Insured** and their receipt shall be a full discharge of all liability by **ACE** in respect of the **Claim**.



- ii. If the **Person(s) Insured** is a minor **ACE** will pay the **Claim** to that minor if they are a **Partner**. If the minor is not a **Partner ACE** 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 **ACE** in respect of the **Claim**.

## 4.4 Ending or changing Your cover

### A. 14 day Cancellation option

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

### B. Cancellation after 14 days

If **You** write and tell **AIB** to cancel this policy, **AIB** will cancel it from the date **Your** letter is received or any later date **You** stipulate. **AIB** will not provide any refund of premium for policies cancelled after the 14 day Cancellation option.

## 4.5 Automatic ending of cover

- i. **Your** cover will end
  - on the **Anniversary Date** if cover under the **AIB** Worldwide Travel Insurance is optional and **You** do not pay the new annual premium; or
  - on the **Anniversary Date** following their 75th birthday; or
  - on the date **You** cancel **Your Card** account; or
  - on Cancellation or termination of the **Marketing Agreement**; or

- if **You** are on a **Trip** when the **Marketing Agreement** is cancelled or terminated, immediately on **Your** return home to **Ireland**, or 45 days after Cancellation or termination of the **Marketing Agreement**, whichever is earlier; or,
- when **You** die, whichever is earlier.
- ii. **Your Partner's** cover will end:
  - on the **Anniversary Date** following their 75th 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.

## 4.6 Renewal of optional cover

If a **Trip** spans the **Anniversary Date** of this policy or a **Trip** has been booked which begins after the **Anniversary Date** of this policy the new annual premium must be paid if cover is to continue. If the new annual premium is not paid, the remaining period of the **Trip** or any future **Trip** which has been booked will not be covered after the **Anniversary Date** of this policy.

## PART V Complaints procedures

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

The Customer Service Manager  
5 George's Dock, I.F.S.C. Dublin 1  
Phone: 1800 70 71 70  
Fax: 01 - 440 1701  
e-mail: ace.travelir@acegroup.com

Alternatively you can contact:  
The Manager  
AIB Insurance Services Limited  
Bankcentre, Ballsbridge  
Dublin 4

If **You** are not satisfied with **ACE's** final response, **You** can ask the Financial Services Ombudsman to review **Your** case.

The Financial Services Ombudsman Bureau  
3rd Floor, Lincoln House,  
Lincoln Place,  
Dublin 2  
Lo call 1890 882 090  
Phone: 01 - 662 0899  
Fax: 01 - 662 0890  
email: enquiries@financialombudsman.ie  
Web Site: <http://www.financialombudsman.ie>

The existence of these complaints procedures does not reduce the **Person Insured's** Statutory rights relating to this policy.

For Further Information about Statutory Rights the **Person Insured** should contact the National Consumer Agency.

### The Irish Insurance Federation

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

**AIB Credit Card** Travel Insurance is provided by **AIB** Insurance Services Limited and is exclusively underwritten by **ACE** European Group Limited.

ACE European Group Limited  
Head Office: 5 Georges Dock,  
I.F.S.C., Dublin 1  
[www.aceeurope.com](http://www.aceeurope.com)

# How to get in touch

Medical Emergency Service:  
ACE Assistance  
**+353 (0)1 440 2792**

OSG Travel Claims:  
**+353 (0)1 661 9133**

Customer Service:  
**1800 70 71 70**

The Financial Services Ombudsman:  
**+353 (0)1 662 0899**

**If you have any questions just ask**

