



ace europe

ACE Holiday Travel Insurance Policy Document

Insurer:

ACE European Group Limited

Main business – General Insurance.

Registered in Ireland No. 904967.

Head Office: ACE Building, 100 Leadenhall Street, London, EC3A 3BP United Kingdom.

www.aceeuropeangroup.com

ACE European Group Limited's conduct of insurance business in Ireland is regulated by the Financial Regulator.

ACE European Group Limited is authorised and regulated by the Financial Services Authority. Registration number FRN202803.

Full details can be found on the FSA's Register by visiting <http://www.fsa.gov.uk/register> or by contacting the FSA on +44 (0)845 606 1234.

Customer Service and Claims Centre

ACE Travel Insurance, OSG,

Nutley Building, Merrion Centre, Nutley Lane, Dublin 4

Telephone: 1800 200 035 or +353 (0)1 440 1765

www.acetravelinsurance.ie


ACE Holiday Travel Insurance

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

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

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

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



Eugene O'Brien
Authorised Official

For ACE European Group Limited

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 to help it meet your needs including supplying you with products and services You have requested, initially or at any later date, supplying you with information about additional products and services and improving its products and services, and the operations of the Web Site. 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.
- It may also be used for the purpose of fraud prevention including passing details to other insurers and regulatory bodies.
- ACE may share information with a third party claims administrator to process and administer your Claim.
- 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:
 1. If you have given it permission, contact you by mail, telephone or e-mail to let you know about any goods services or promotions that may be of interest to you and/or share your information with organisations that are ACE's business partners.

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

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

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

2. 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 your health, in order that ACE and/or its third party claims administrator can assess and pay any Claims.
- ACE and/or its third party claims administrator may only obtain this information or ask third parties such as independent medical examiners to obtain this information with your express prior consent. By submitting a Claim you are expressly consenting to ACE and/or its third party claims administrator obtaining and using such information to enable ACE and/or its third party claims administrator to assess and pay such Claim.
- ACE and/or its third party claims administrator will not disclose any Claims details to any other third party without written permission from the Policyholder and/or claimant.
- 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 and/or its third party claims administrator 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.

Welcome to ACE and thank you for choosing our Holiday Travel Insurance.

Please read your Policy and Policy Schedule

Your Policy and Policy Schedule set out the terms of your contract with us. Please check both carefully to be sure the cover meets your needs. If you have any questions please contact ACE on 1800 200 035 or +353 (0)1 440 1765.

Changes to your Policy

If either your insurance needs or any of the information you have given ACE changes, please tell ACE as it may need to change this Policy. ACE will update the Policy and send you a new Policy Schedule each time it agrees a change with you.

If ACE wishes to change this Policy it will advise you of the changes at least thirty days before it makes them.

Your right to cancel this Policy

If you are not satisfied with this Policy ACE will cancel it and refund any premiums you have paid. ACE will do this providing you ask it to cancel the Policy within fourteen days of purchase and have not booked or taken a holiday within the Period of Insurance. ACE reserves the right to charge for any period during which cover operated.

Resolving issues

ACE will do its best to ensure that its customers are delighted with the service they receive. If you are dissatisfied ACE wants to know and has a procedure for resolving issues. This procedure is set out after the end of this Policy.

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 the Department of Health:

Department of Health and Children
 Hawkins House, Hawkins Street
 Dublin 2
 Ireland
 Tel: 01 6354001

www.doh.ie

Further information can be obtained on the government information website www.oasis.gov.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 you require – contact the Department of Health (details above) to find out more.

The comments contained in this box are intended to draw your attention to significant issues. They do not, in any way, form part of the contract

PART I

1.1 DEFINITIONS

The following words and phrases will always have the same special meaning wherever they appear in the Policy in bold type and starting with a capital letter. Additional Definitions appear in Sections 4, 7, 8 and 12.

<u>Word/Phrase</u>	<u>Special Meaning</u>
Abroad	outside Ireland .
Accident	a sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather conditions.
ACE; ACE's	ACE European Group Limited; of or pertaining to ACE European Group Limited.
ACE Assistance	a) the telephone advice, information and counselling services; and or b) the travel assistance and emergency medical and repatriation services,. Arranged by ACE.
Biological Agent	any pathogenic (disease producing) micro organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.
Cancellation Costs	costs for unused travel and/or accommodation (including ski hire, ski school and ski lift passes if Winter Sports are shown as covered on the Policy Schedule) which a Person Insured has paid or is contracted to pay and which cannot be recovered from any other source.
Chemical Agent	any compound, which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
Child, Children	Your offspring and the offspring of Your Partner , extending to include a step child or children and a legally adopted child or children, each of whom must be: a) under 18 years old (or under 23 years old if still in full-time education) on the date You purchase cover; and 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 covered by this Policy.
Curtailment Costs	1. a proportion of the costs for unused travel and/or accommodation (including ski hire, ski school and ski lift passes if Winter Sports are shown as covered on the Policy Schedule) which a Person Insured has paid or is contracted to pay and which cannot be recovered from any other source. The amount paid will be calculated on a pro-rata basis for the number of days between the date a Person Insured returns home, and his or her original planned return date. 2. reasonable additional travel and accommodation costs necessarily incurred in returning an Insured Person home provided that: a) such travel is of a standard no greater than the class of transport on the outbound journey; and b) the standard of accommodation is not superior to that of the Holiday .
Due To	directly or indirectly caused by, arising or resulting from, in connection with.

Europe Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, **Ireland (annual cover only)** Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Northern and Southern Cyprus), Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, and United Kingdom, Isle of Man, the Channel Islands.

Albania, although in Europe, is excluded from our definition. If **You** wish to visit Albania or are likely to travel outside the countries specified **You** need our Worldwide cover.

The comments contained in this box are intended to draw your attention to significant issues. They do not, in any way, form part of the contract.

Excess the first €75 of any **Claim** which each **Person Insured** must pay except for;
a) a loss of deposit only **Claim** when the **Excess** is the first €10 of any **Claim**; or
b) 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.

Hijack the unlawful seizure or taking control of an aircraft or other means of transport in which a **Person Insured** is travelling as a passenger.

Hijackers the perpetrators of a **Hijack**.

Holiday, Holidays trip(s) involving pre-booked travel or accommodation, devoted entirely to pleasure, rest, or relaxation, where travel begins and ends in **Ireland**.

Immediate Family **Partner**, or the grandchild, child, brother, step-brother, sister, step-sister, parent, step-parent, or grandparent of **You** or **Your Partner**, or anyone noted as next of kin on any legal document, all of whom must be resident in **Ireland**

Ireland; Irish the island of Ireland and its islands except the area defined as Northern Ireland in the Government of Ireland Act 1920; of or pertaining to **Ireland**.

Nuclear, Chemical or Biological Weapons or Agents The use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous **Chemical Agent** and/or **Biological Agent** during the **Period of Insurance** by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed in the pursuit of **War** or for political, religious or ideological purposes or reasons including the intention to influence any government and/or put the public, or any section of the public, in fear.

Parent or Legal Guardian A person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

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

Period of Insurance **Annual multi-trip:** period of cover between and inclusive of the dates shown as Effective From: and To: on the Policy Schedule commencing at 00.01 or any later time the Policy Schedule is issued on the earlier date shown and finishing at 24.00 on the later date shown.
Single Trip: period of cover commencing at 00.01 or any later time the Policy Schedule is issued and ending either when **You** arrive at **Your** return destination in **Ireland**, or at the end of the trip duration shown on **Your** Policy Schedule, whichever is sooner.

Public Conveyance	an air, land or water vehicle operated under licence for the transport of fare-paying passengers.
Rearrangement Costs	<p>reasonable travel and accommodation costs necessarily incurred in rearranging a Holiday provided that:</p> <ol style="list-style-type: none"> a) no claim has been made or will be made for Cancellation Costs or Curtailment Costs; b) travel is of a standard no greater than the class of transport originally booked; and c) the standard of accommodation is not superior to that originally booked d) the total amount payable will not exceed the cost of the original Holiday e) The rearranged Holiday must be booked and fully paid no later than 6 months after the date of commencement of the original Holiday.
War	armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.
Winter Sports	skiing (including skiing outside the area of the normal compacted snow or ski slope i.e. off-piste), 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 Policyholder shown in the Policy Schedule; or of pertaining to the Policyholder shown in the Policy Schedule.

1.2 HOLIDAYS COVERED

The type of Policy **You** have chosen, single trip or annual multi-trip, is shown on the Policy Schedule.

- A. Single trip Policy** A single trip Policy covers a **Holiday Abroad** only, during the **Period of Insurance**. **Winter Sports** cover is included if shown as covered on the Policy Schedule.
- B. Annual multi-trip Policy** An annual multi-trip Policy covers all **Holidays** during the **Period of Insurance** provided they meet the following conditions:
- i. no individual **Holiday Abroad** continues for more than 30 consecutive days; and
 - ii. no more than 90 days in total are spent on **Holidays Abroad** in any **Period of Insurance**; and
 - iii. each **Holiday in Ireland** includes at least 2 nights spent in accommodation that is booked before the **Holiday** begins.
- Up to 21 days **Winter Sports** cover is included in any **Period of Insurance**, if shown as covered on the Policy Schedule.

1.3 PERSONS INSURED

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

- A. each **Person Insured** must be
- i. **a resident of Ireland** resident in **Ireland**; and
 - ii. **under 65** aged under 65 years on the date **You** purchase cover
- B. **Children** travelling without **You** or **Your Partner** will only be insured under a family **annual multi-trip** Policy, and then only 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 PERIOD OF INSURANCE

- A. Insurance cover for Cancellation under **Part III Section 1 – Cancellation, Curtailment and Rearrangement** begins when a **Holiday** is booked, if this Policy is in force at the time of booking, or when you purchase this Policy.
- B. Insurance under all other Sections operates for a **Holiday** that takes place 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:
- i. return to **Ireland**; or
 - ii. departure from pre-booked accommodation following a **Holiday** within **Ireland** which is covered under an **annual multi-trip** Policy.

If the return of a **Person Insured** from a **Holiday** 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.

- C. If there is a change to this Policy it will begin on the Effective From date shown on the subsequent Policy Schedule that is issued to record the change in cover.

1.5 MEDICAL REQUIREMENTS

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

- A. at the time this Policy was applied for or at any later date on which a **Holiday** is booked a **Person Insured** is aware of any reason why a **Holiday** might be cancelled or curtailed; or
- B. at the time this Policy was applied for either **You** or any member of **Your Immediate Family** is receiving or on a waiting list for treatment at a hospital or nursing home; or
- C. a **Person Insured** intends travelling against the advice of a medically qualified doctor or for the purpose of obtaining medical treatment or where a terminal prognosis has been given.

1.6 MAKING A CLAIM

Type of claim	Contact
A. Medical emergency only	Please use the Medical Emergency Service (part of the cover provided under Part III Section 5 MEDICAL AND ADDITIONAL EXPENSES). Contacting ACE first may delay treatment.
B. Other Claims	ACE Travel Insurance Claims OSG Nutley Building Merrion Centre Nutley Lane Dublin 4 Phone 1800 719 420 or +353(0)1 440 1757 (09.00-17.00 Mon-Friday) Fax +353(0) 1 661 5249

To make a **Claim** please phone or write to **ACE** within thirty days of the incident, or as soon as possible afterwards and provide **Your** name, address and Policy number. **You** can print off and use a claim form from **ACE's** Web Site at www.acetravelinsurance.ie.

REPORTING LOST OR STOLEN PROPERTY

Type of lost or stolen property	You must notify the ...
A. money, valuables or personal property	local Police within 24 hours of discovery and provide ACE with a copy of their written report
B. travellers' cheques	local branch or agent of the issuing company
C. any property lost or stolen from a hotel	hotel management (in addition to the local Police)

1.7 ACE ASSISTANCE – Medical Emergency and Referral Services

ACE Assistance can help in a range of different circumstances, including medical emergencies. Please make sure **You** have details of this Policy, including the Policy number and **Period of Insurance** when **You** call.

Medical Emergency and Referral Services can help with

+353 (0)1 440 1762

- Repatriation** - if the medically qualified 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.
- 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.
- Provision of medical advice** – if a **Person Insured** requires emergency consultation or treatment **Abroad**, **ACE Assistance** will provide the names and addresses of local doctors, hospitals, clinics and dentists, and its panel of doctors will provide telephone medical advice.
- Unsupervised Children** - if a **Child** is left unsupervised on a trip **Abroad** because **You** or **Your Partner** (if shown as insured on the Policy Schedule) is hospitalised or incapacitated, **ACE Assistance** will organise his or her return home, including a suitable escort when necessary.

(Paragraphs A and B are part of the insurance provided under **Part III Section 5 MEDICAL AND ADDITIONAL EXPENSES**. Paragraphs C and D are provided under **Part III ACE ASSISTANCE - MEDICAL EMERGENCY AND REFERRAL/PERSONAL ASSISTANCE SERVICES**)

ACE Assistance - Personal Assistance Services

+353 (01) 440 1762

Note: These are non-insured facilitation services. Any costs incurred e.g. for drug replacements must be reimbursed to **ACE Assistance**.

- A. Transfer of emergency funds
- B. Message relay
- C. Drug replacement
- D. Tracing lost **Personal Property**
- E. Replacement travel documents
- F. Lost credit cards
- G. Emergency translation service

PART II

ACE ASSISTANCE - MEDICAL EMERGENCY AND REFERRAL/PERSONAL ASSISTANCE SERVICES

The services under this Section are provided by **ACE Assistance** are only available during a **Holiday Abroad**.

ACE Assistance - Medical Emergency and Referral Services

You can call **ACE Assistance** for a range of assistance and medical related services when you're on a **Holiday Abroad**. Whilst **You** will not be charged for advice or assistance, **You** will be responsible for paying fees and charges for services provided (i.e. **You** will not be charged by **ACE Assistance** for locating an emergency translation service but will be responsible for paying the translator for his or her services). 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.

The comments contained in this box are intended to draw your attention to significant issues. They do not, in any way, form part of the contract.

ACE Assistance - ACE Personal Assistance Services

Note: These are non-insured facilitation services making use of **ACE Assistance's** wide experience and contacts. Any costs incurred e.g. for drug replacements must be reimbursed to **ACE Assistance** unless they form part of a successful Claim under an appropriate Section of Part III of this Policy.

The comments contained in this box are intended to draw your attention to significant issues. They do not, in any way, form part of the contract.

ACE Assistance will provide a **Person Insured** with the following services, in an emergency, when he or she is on **Holiday Abroad**. **You** will remain responsible for paying all fees and charges resulting from the provision by **ACE Assistance** of any advice or assistance.

- 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 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 **Holiday** travel schedule.
- C. **Drug Replacement** assistance with the following:
 - i. replacement of lost drugs or other essential medication, or lost or broken prescription glasses or contact lenses, which are unobtainable **Abroad**
 - ii. 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.
- D. **Tracing Personal Property** tracing and re-delivery of **Personal Property** that has been lost or misdirected in transit if the Carrier has failed to resolve the problem. (Please note: the **Person Insured** must have his or her **Personal Property** tag number available.)
- E. **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.

- F. **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.
- G. **Emergency Translation Facility** a translation service if the local provider of an assistance service does not speak English.
- H. **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.
- I. **Unsupervised Children, on Holiday 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.
- J. **Medical referral**
- i. provision of the names and addresses of local doctors, hospitals, clinics and dentists when consultation or treatment is required.
 - ii. arrangements for a doctor to call, and, if necessary, for a **Person Insured** to be admitted to hospital.

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 Emergency and Referral/Personal Assistance services**.

PART III

SECTION 1. CANCELLATION, CURTAILMENT OR REARRANGEMENT (Maximum payable €3,000 per Person Insured)

<p>A. Cover</p> <p>ACE will pay <i>either Cancellation, or Curtailment or Rearrangement Costs</i> up to €3,000 if it becomes necessary to cancel, curtail or rearrange a Holiday Due To:</p> <p>i. the death, serious injury, sudden illness, complications in pregnancy or quarantine of You or Your Immediate Family,</p> <p>provided that such Cancellation, Curtailment or Rearrangement is confirmed as medically necessary by a qualified medical doctor;</p>	<p>B. Exclusions (General Exclusions apply as well)</p> <p>ACE will not pay:</p> <p>i. Cancellation, Curtailment or Rearrangement Costs where such cancellation or curtailment has not been confirmed as medically necessary by a qualified medical doctor;</p> <p>ii. if complications in pregnancy occur where the Holiday ends within fourteen weeks of the expected date of delivery;</p>
<p>ii. a Public Conveyance being cancelled or curtailed because of adverse weather, industrial action, or mechanical breakdown or derangement;</p>	<p>iii. if a strike or industrial action is public knowledge when this Policy is taken out or a Holiday is booked;</p> <p>iv. if an aircraft, sea vessel or train is withdrawn from service on the orders of the recognised regulatory authority in any country;</p>
<p>iii. the compulsory quarantine, jury service or subpoena of a Person Insured or hijacking of the conveyance in which he or she is travelling;</p>	<p>v. if a Person Insured is called as an expert witness or if his or her occupation would normally require a Court attendance;</p>
<p>iv. unemployment of a Person Insured which qualifies for payment under any applicable statute;</p>	<p>vi. if a Person Insured was unemployed or knew they might become unemployed at the time a booking was made;</p> <p>vii. if any other adverse financial situation necessitates cancellation, curtailment or rearrangement of a Holiday;</p>
<p>v. serious damage making a Person Insured's home uninhabitable; or</p> <p>vi. the presence of a Person Insured being required by the Police following a burglary or attempted burglary at his or her home.</p>	
	<p>viii. the Excess;</p> <p>ix. any loss, charge or expense Due To:</p> <p>a) a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;</p> <p>b) disinclination to go on a Holiday; or</p> <p>c) prohibitive regulations by the government of any country;</p> <p>x. a charge or expense paid for or to be discharged with any kind of promotional voucher;</p> <p>xi. if You, or any other Person Insured, were aware of any reason, either at the time a Holiday was booked or at the time You purchased this Policy, why that Holiday might have to be cancelled;</p> <p>xii. if a trip is cancelled as the result of regulations made by any government or public authority.</p>

SECTION 2. TRAVEL DELAY (Maximum payable €100/€3,000 per Person Insured)

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

A. Cover	B. Exclusions (General Exclusions apply as well)
<p>If a Person Insured is delayed for at least 12 hours on the outbound or return journey because the scheduled departure of a Public Conveyance is affected by a strike, industrial action, adverse weather, mechanical breakdown/derangement, or grounding of an aircraft due to mechanical or structural defect, ACE will pay:</p> <ul style="list-style-type: none">i. a €20 benefit for the first full 12 hours delay and a €10 benefit for each subsequent full 12 hours delay up to a maximum benefit of €100; or	<p>ACE will not pay</p>
<ul style="list-style-type: none">ii. up to €3,000 for Cancellation, Curtailment or Rearrangement Costs if a Holiday is abandoned after a delay of at least 24 hours of the scheduled departure from Ireland.	<ul style="list-style-type: none">i. the Excess if a Holiday is abandoned;
	<ul style="list-style-type: none">ii. if a Person Insured does not:<ul style="list-style-type: none">a) check-in before the scheduled departure time shown on his or her travel itinerary; orb) 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 an aircraft, sea vessel, coach or train is taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;iv. if a strike or industrial action could be reasonably expected when a Holiday is booked;v. a charge or expense paid for or to be discharged with any kind of promotional voucher.

SECTION 3. MISSED DEPARTURE (Maximum payable €500 per Person Insured)

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

<p>A. Cover</p> <p>ACE will pay up to €500 for necessary and reasonable accommodation and travel expenses to enable a Person Insured to reach his or her scheduled destination if he or she arrives too late at the airport, sea port, coach or train station to commence a booked journey from or to Ireland Due To:</p>	<p>B. Exclusions (General Exclusions apply as well)</p> <p>ACE will not pay:</p> <ul style="list-style-type: none"> i. accommodation and travel expenses where the means of transport and/or accommodation used is of a standard superior to that of the booked journey or Holiday; ii. if the Person Insured does not provide original written: <ul style="list-style-type: none"> a) evidence from a motoring organisation or garage that the car used for travel is roadworthy and properly maintained; or b) details from the operators of public transport used for travel of the length of, and reason for, the delay;
<ul style="list-style-type: none"> i. the car he or she is using for travel breaking down or being involved in an accident; or 	<ul style="list-style-type: none"> a) evidence from a motoring organisation or garage that the car used for travel is roadworthy and properly maintained; or
<ul style="list-style-type: none"> ii. the Public Conveyance he or she is using for travel failing to arrive on schedule. 	<ul style="list-style-type: none"> b) details from the operators of public transport used for travel of the length of, and reason for, the delay;
	<ul style="list-style-type: none"> iii. the Excess; iv. if the Person Insured has not allowed sufficient time for the journey; v. for a missed departure caused by strike or industrial action that could be reasonably expected when the Holiday was booked.

SECTION 4. PERSONAL ACCIDENT (Maximum payable €25,000 per Person Insured)

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 7, 8 and 12 and General Definitions apply as well.

Word/Phrase

Special Meaning

Bodily Injury

physical injury that is caused by an **Accident** and within 24 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 Insured's** name has been added to the 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 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** believe the **Person Insured** will never recover and which stops the **Person Insured** from carrying out gainful employment of any and every kind.

A. Cover	B. Exclusions (General Exclusions apply as well)
If a Person Insured receives a Bodily Injury during a Holiday ACE will pay up to:	ACE will not pay:
i. €25,000 for death; or	i. more than €2,500 if the Person Insured is under 16 years of age at the time of the Bodily Injury ;
ii. €25,000 for Loss of Sight or Loss of Limb ; or iii. €25,000 for Permanent Total Disability .	ii. more than one benefit for the same Bodily Injury ; iii. if death, loss or disability is Due To : a) a disease or any physical defect, injury or illness which existed before the Holiday ; b) pregnancy.

SECTION 5. MEDICAL AND ADDITIONAL EXPENSES (Maximum payable €5,000,000 per Person Insured)

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

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

ACE Assistance - Medical Emergency and Referral/Personal Assistance Services (see beginning of this Policy and Part II)

You can call **ACE Assistance** for a range of medical related services when you're on a Holiday Abroad:

- payment of bills, and repatriation in medical emergencies
- replacement of lost drugs or other essential medication, prescription glasses or contact lenses
- sourcing and delivery of compatible blood supplies
- transmission of urgent messages to relatives or business associates
- organisation of the return home of a Child left unsupervised because **You** are in hospital or incapacitated
- the names and addresses of local doctors, hospitals, clinics and dentists for consultation or treatment
- to get a doctor to call

The comments contained in this box are intended to draw your attention to significant issues. They do not, in any way, form part of the contract.

A. Cover	B. Exclusions (General Exclusions apply as well)
<p>If a Person Insured is injured or becomes ill during a Holiday Abroad, ACE will pay:</p> <p>i. up to €5,000,000 for medical, repatriation or travel expenses he or she incurs, including emergency dental or optical expenses.</p> <p>Medical expenses must be for necessary hospital, surgical or other diagnostic treatment, given or prescribed by a qualified medical doctor, and include charges for staying in a hospital or nursing home.</p> <p>Repatriation must be:</p> <p>a) authorized by ACE Assistance;</p> <p>b) necessary on medical grounds; and</p> <p>c) to Ireland.</p>	<p>ACE will not pay:</p> <p>i. any amount recovered under a National Health Service reciprocal agreement;</p> <p>ii. for any treatment not confirmed as medically necessary;</p> <p>iii. any expenses incurred in the Person Insured's country of residence;</p> <p>iv. any additional travelling expenses not authorised by ACE Assistance if a Person Insured has to return home earlier than planned or be repatriated from a Holiday;</p> <p>v. for medical treatment that a Person Insured travelled Abroad to obtain;</p> <p>vi. for medication a Person Insured is taking before and which he or she will have to continue taking during a Holiday;</p> <p>vii. for surgery, medical or preventative treatment which can be delayed in the opinion of the qualified medical doctor treating a Person Insured until he or she returns to Ireland;</p> <p>viii. any additional costs for single or private room accommodation;</p>
<p>ii. costs for additional travel and hotel expenses including those for any one other person if a Person Insured has to be accompanied on medical advice or a Child needs to be escorted home;</p> <p>iii. if a Person Insured dies, up to €1,500:</p> <p>a) for cremation or burial charges in the country in which he or she died; or</p> <p>b) to transport his or her body or ashes back to Ireland.</p>	<p>ix. additional travel and hotel expenses incurred which have not been authorized in advance by ACE Assistance;</p> <p>x. cremation or burial Costs in Ireland;</p>
	<p>xi. the Excess, except where the Person Insured has obtained a reduction in the cost of medical expenses in European Union countries by using a European Health Insurance Card.</p>

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

SECTION 6. HOSPITAL BENEFIT (Maximum benefit €400 per Person Insured)

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

A. Cover

If a **Person Insured** is a hospital in-patient during a **Holiday** and has a **Claim** under **Part III Section 5 MEDICAL AND ADDITIONAL EXPENSES**, **ACE** will pay a benefit of €20 for each full 24 hours he or she spends in hospital up to a maximum of €400 for each **Holiday**.

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 7. PERSONAL PROPERTY (Maximum payable €1,500 per Person Insured)

ACE Assistance - Personal Assistance Services (see Part II of this Policy)

You can call **ACE Assistance - Personal Assistance Services** to help you trace **Personal Property** that has been lost or misdirected by a Carrier - and get it re-delivered to you if it is found.

Note: This is a non-insured facilitation service making use of **ACE Assistance's** wide experience and contacts. Any costs incurred must be reimbursed to **ACE Assistance** unless they form part of a successful Claim under this Section of the Policy.

The comments contained in this box are intended to draw your attention to significant issues. They do not, in any way, form part of the contract.

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 4, 8 and 12 and General Definitions apply as well.

Word/Phrase

Special Meaning

Personal Property

any suitcase, trunk or container of a similar kind and its contents, and any article worn or carried by a **Person 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, 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, radios, cassette/compact disc players, computer games equipment and peripherals, video and television equipment, telescopes and binoculars, jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

A. **Cover**

- i. If **Personal Property** is lost, damaged or stolen during a **Holiday**, **ACE** will pay **Repair and Replacement Costs** up to €1,500.

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

- i. **ACE** will not pay
- a) the **Excess**;
 - b) more than €250 for a single item, pair or set, or part of a pair or set;
 - c) more than €250 for golf clubs, bags and accessories;
 - d) more than €250 for **Valuables** in total and will only pay if the **Valuables** are 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 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;
 - f) 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;
 - g) for loss of or damage to:
 - I. **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;
 - II. household goods, contact or corneal lenses, sunglasses, dentures, hearing aids, samples or merchandise, bonds, securities or documents of any kind; or
 - III. antiques, musical instruments, pictures, typewriters, portable telephones, any computer equipment not defined under **Valuables** (including but not limited to PDAs, personal organisers, laptops and electronic navigation equipment), televisions, sports equipment whilst being used (except for **Winter Sports** equipment if **Winter Sports** cover is shown as covered on the Policy Schedule), vehicles or their accessories, watercraft and ancillary equipment, glass, china or similar fragile items and pedal cycles;
 - h) for depreciation in value, normal wear and tear, denting or scratching, damage by moth or vermin, electrical, electronic or mechanical derangement, or damage due to atmospheric or climatic conditions;
 - i) for delay, detention, seizure or confiscation by customs or other officials.

- ii. **ACE** will also reimburse the cost of essential items of clothing and toiletries up to €100 that a **Person Insured** has to purchase because **Personal Property** is lost or misplaced for at least 12 hours by an airline or other Carrier.

- ii. **ACE** will not pay:
- a) unless **ACE** is provided with original written confirmation from the Carrier or tour representative that the lost or misplaced **Personal Property** was delayed for at least 12 hours after the **Person Insured** arrived at his or her destination;
 - b) for **Personal Property** lost or misplaced on a journey returning a **Person Insured** to **Ireland**.

SECTION 8. MONEY (Maximum payable €500 per Person Insured)

ACE Assistance – Personal Assistance Services (see Part II of this Policy)

You can call **ACE Assistance - Personal Assistance Services** to:

- transfer emergency funds up to €250 (you must make arrangements to repay any money transferred).
- advise you on how to inform your credit or charge Card Issuers if your cards are lost or stolen. (Data Protection legislation prevents **ACE Assistance** from contacting the Card Issuers directly.)
- help replace lost or stolen tickets or travel documents.

Note: These are non-insured facilitation services making use of **ACE Assistance's** wide experience and contacts. Any costs incurred must be reimbursed to **ACE Assistance** unless they form part of a successful Claim under this Section of the Policy.

The comments contained in this box are intended to draw your attention to significant issues. They do not, in any way, form part of the contract.

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 Sections 4, 7 and 12 and General Definitions apply as well.

Word

Special Meaning

Money

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

A. **Cover**

ACE will pay up to €500 if **Money** which is held by a **Person Insured** for his or her personal use is lost or stolen during a **Holiday** whilst

- i. being carried by a **Person Insured**; or
- ii. left in a safety deposit box.

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 written Police report and report to the hotel management as applicable;
- v. more for the loss or theft of euro than the amount allowed by appropriate **Irish** currency regulations;
- vi. for traveller's cheques:
 - a) unless the loss or theft is reported immediately to the local branch or agent of the issuing company; or
 - b) if the issuing company provides a replacement service;
- vii. for depreciation in value or shortage due to any error or omission.

SECTION 9. LOSS OF PASSPORT/DRIVING LICENCE EXPENSES (Maximum benefit €250 per Person Insured)

ACE Assistance – Personal Assistance Services (see Part II of this Policy)

You can call **ACE Assistance - Personal Assistance Services** to help you replace a lost or stolen passport.

Note: This is a non-insured facilitation service making use of **ACE Assistance's** wide experience and contacts. Any costs incurred must be reimbursed to **ACE Assistance** unless they form part of a successful Claim under this Section of the Policy.

The comments contained in this box are intended to draw your attention to significant issues. They do not, in any way, form part of the contract.

A. Cover

ACE will pay up to €250 to cover replacement, and additional travel and accommodation costs incurred by a **Person Insured** to obtain a new passport or driving licence following the loss or theft of his or her original documents during a **Holiday**.

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 a passport or driving licence stolen from an unattended vehicle unless it was in the locked boot of the vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view, and there is evidence of forced entry.

SECTION 10. HIJACK (Maximum benefit €500 per Person Insured)

A. Cover

If a **Person Insured** is held hostage by **Hijackers** whilst travelling to or from a **Holiday**, **ACE** will pay a benefit of €50 for each full 24 hours he or she is held hostage up to a maximum benefit of €500 for each **Holiday**.

B. Exclusions (see General Exclusions)

SECTION 11. PERSONAL LIABILITY (Limit of Liability €2,000,000 per Person Insured)

ACE Assistance – Personal Assistance Services (see Part II of this Policy)

You can call **ACE Assistance - Personal Assistance Services** to help you:

- get legal advice from a local English-speaking lawyer, Embassy or Consulate.
- pay reasonable emergency legal expenses or bail (against your guarantee of repayment).

These are non-insured facilitation services making use of **ACE Assistance's** wide experience and contacts. Any costs incurred must be reimbursed to **ACE Assistance**.

The comments contained in this box are intended to draw your attention to significant issues. They do not, in any way, form part of the contract.

A. Cover

ACE will indemnify a **Person Insured** against all sums which he or she is legally liable to pay as damages in respect of:

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

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

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

ACE will in addition pay Costs and Expenses.

Costs and Expenses shall mean:

- all costs and expenses recoverable by a claimant from a **Person Insured**;
- all costs and expenses incurred with the written consent of **ACE**;
- solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any Court of Summary Jurisdiction;

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

B. Exclusions (General Exclusions apply as well)

ACE will not provide indemnity for any liability:

- in respect of bodily injury to any person who is 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**;
- assumed by a **Person Insured** under a contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- in respect of loss of or damage to property
 - belonging to a **Person Insured**.
 - 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**.

- in respect of bodily injury loss or damage caused directly or indirectly in connection with:
 - the carrying on of any trade business or profession;
 - the ownership, possession or use of:
 - horse-drawn or mechanically propelled vehicles;
 - aircraft, hovercraft or watercraft (other than manually propelled watercraft);
 - firearms (other than sporting guns);
 - animals (other than horses and domestic cats and dogs);
- arising from the occupation or ownership of any land or building other than any building temporarily occupied by a **Person Insured** in the course of a **Holiday**.

C. Conditions applying to this Section

- ACE** may at its sole discretion in respect of any occurrence or occurrences covered by this Section pay to a **Person Insured** the Limit of Liability applicable to such occurrence or occurrences (but deducting therefrom any sum(s) already paid) or any lesser sum for which the claim(s) arising from such occurrence(s) can be settled and **ACE** shall thereafter be under no further liability in respect of such occurrence(s) except for the payment of Costs and Expenses incurred prior to the date of such payment and for which **ACE** may be responsible hereunder.
- If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether taken out by a **Person Insured** or not covering the same liability **ACE** shall not be liable to indemnify a **Person Insured** in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Section not been effected.

SECTION 12. OVERSEAS LEGAL ADVICE & EXPENSES (Maximum payable €25,000 per Person Insured)

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

ACE Assistance - Personal Assistance Services (see Part II of this Policy)

You can call **ACE Assistance - Personal Assistance Services** to help you:

- get legal advice from a local English-speaking lawyer, Embassy or Consulate.
- pay reasonable emergency legal expenses or bail (against your guarantee of repayment).

Note: These are non-insured facilitation services making use of **ACE Assistance's** wide experience and contacts. Any costs incurred must be reimbursed to **ACE Assistance**.

The comments contained in this box are intended to draw your attention to significant issues. They do not, in any way, form part of the contract.

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 4, 7 and 8 and General Definitions apply as well.

Word

Special Meaning

Legal Expenses

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

Legal Representatives

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

Any One Claim

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

A. **Cover**

If during a **Holiday** a **Person Insured** sustains bodily injury or illness which is caused by a third party **ACE** will pay up to a benefit amount of €25,000 to cover ***Legal Expenses*** arising out of ***Any One Claim***.

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

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

- 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 Insured** unless as a counter claim;
- vi. Fines, penalties compensation or damages

- imposed by a court or other authority;
- vii. **Legal Expenses** incurred for any claim or legal proceedings brought against:
 - a) a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;
 - b) **ACE** or their agents; or
 - c) the **Person Insured'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 a **Person 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 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.

A. 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. **ACE** shall at all times have complete control over the legal proceedings. Outside the European Union, the selection, appointment and control of **Legal Representatives** shall rest with **ACE**. Within the European Union, the **Person Insured** does not have to accept the **Legal Representatives** chosen by **ACE**. The **Person Insured** has the right to select and appoint **Legal Representatives** after legal proceedings have commenced subject to **ACE's** agreement to the **Legal Representatives' fee** or charging rates. If there is a disagreement over this choice of **Legal Representatives** the **Person Insured** can propose **Legal Representatives** by sending **ACE** the proposed **Legal Representatives' name** and address. **ACE** may choose not to accept the **Person Insured's** proposal but only on reasonable grounds. **ACE** may ask the ruling body for **Legal Representatives** to nominate alternative **Legal Representatives**. In the meantime, **ACE** may appoint **Legal Representatives** to protect the **Person Insured's** interests.
- iii. The **Legal Representatives** and the **Person Insured** must co-operate fully with and ensure that **ACE** is fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party. **ACE** is entitled to obtain from the **Legal Representatives** any information, document or advice relating to a claim or legal proceedings under this Insurance. On request the **Person 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 a **Person 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 Insured's** expense, an opinion of a barrister as to the merits of the claim or legal proceedings. If the **Claim** is admitted, a **Person Insured's** costs in obtaining this opinion will be covered by this Insurance.
- v. If there is any dispute, other than in respect of the admissibility of a **Claim** on which **ACE's** decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of **ACE**, the **Person Insured's** costs shall not be recoverable under the Insurance.
- vi. **ACE** may at its discretion assume control at any time of any claim or legal proceedings in the name of the **Person 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 Insured**.
- ix. **ACE** may at its discretion require the **Person Insured** to obtain at the expense of the **Person Insured** an opinion of a barrister agreed by the **Person 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 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 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 Insured** in the claim or legal proceedings; or
 - b. costs are agreed to be paid to the **Person 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 Insured** has the right to select and appoint other **Legal Representatives** in accordance with the terms of this Insurance.
- xiii. If at the request of the **Person Insured** **Legal Representatives** cease to continue acting for the **Person Insured** **ACE** shall be entitled to withdraw cover immediately or agree with the **Person Insured** to appoint other **Legal Representatives** in accordance with the terms of this Insurance.

SECTION 13. WINTER SPORTS

THIS SECTION IS OPTIONAL; IT APPLIES ONLY IF IT IS SHOWN AS INSURED ON THE SCHEDULE AND THE ADDITIONAL PREMIUM HAS BEEN PAID. (SEE GENERAL EXCLUSION 4.1 O. Winter Sports).

A. Cover	B. Exclusions (General Exclusions apply as well)
ACE will pay:	ACE will not pay
i. up to €20 for each full 24 hour period it is necessary for a Person Insured to hire Winter Sports equipment for Winter Sports equipment that is: <ul style="list-style-type: none"> a) lost or broken in an Accident; or 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 Insured at his or her destination; 	i. for delay, detention, seizure or confiscation by customs or other officials; ii. more than €200 in total;
ii. up to €75 for each full week, or a proportionate amount for shorter or longer periods, to cover the value of an unused ski pass belonging to a Person Insured , and hire or tuition fees which a Person Insured cannot recover following: <ul style="list-style-type: none"> a) an Accident or illness; b) loss or theft of his or her ski pass; 	iii. unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and ACE is provided with a copy of the original written Police report and report to the hotel management as applicable; iv. more than €300 in total;
iii. €20 for each full 24 hour period a Person Insured is unable to ski because there is a lack of snow in the pre-booked resort and no alternative skiing available;	v. more than €200 in total;
iv. up to €100 for additional and necessary travel and accommodation costs if a Person Insured's 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;	vi. if a Claim is paid under Part III Sections 2 or 3;
	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

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/sports | i. participation in aerial pursuits or sports including but not limited to: ballooning, bungee-jumping, gliding, hang-gliding, microlighting, parachuting, paragliding or parascending; and
ii. air travel, unless the Person Insured is travelling as a fare-paying passenger in a fixed wing aircraft which is provided by a licensed airline or air charter company. |
| B. Business | business of any description that is undertaken on a Holiday . |
| C. Currency | currency exchange. |
| D. Hazardous activities | participation in or training for: mountaineering requiring the use of ropes or guides; potholing; any organised sporting holiday or 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. |
| E. Illegal acts | any illegal act of a Person Insured . |
| F. Misuse of alcohol/drugs | i. misuse of alcohol or solvents by a Person Insured ;
ii. drugs ingested by a Person Insured except for drugs which are properly prescribed; and
iii. the Person Insured driving a vehicle of any kind whilst the alcohol level in his or her blood exceeds the legal limit of the country where he or she is driving. |
| G. Nuclear, Chemical or Biological Terrorism | any act of terrorism involving the use of Nuclear, Chemical or Biological Weapons or Agents . |
| H. Pregnancy | pregnancy, childbirth or miscarriage where the Holiday ends within fourteen weeks of the expected date of delivery; and abortion or any resulting complication; |
| I. Psychological conditions | post traumatic stress disorder or a related syndrome or any psychological or psychiatric condition diagnosed before a Holiday begins. |
| 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; or
ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly. |
| 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); or
ii. sexually transmitted disease. |
| M. Suicide/self-injury | i. suicide, attempted suicide or deliberate self-inflicted injury by the Person Insured regardless of the state of their mental health; or
ii. needless self-exposure to danger except in an attempt to save human life. |
| N. War | War or any act of War whether War is declared or not |
| O. Winter Sports | Winter Sports unless SECTION 13, WINTER SPORTS is shown as covered on the Policy Schedule; any 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. |

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

- A. **Contract** This Policy, the Policy Schedule and any information provided in **Your** application will be read together as one contract.
- B. **Legal Interpretation and Language** Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. **You** and **ACE** agree that:
- i. this Policy will be governed and interpreted in accordance with the Law of **Ireland** and only the **Irish** Courts will have jurisdiction in any dispute; and
 - ii. communication of and in connection with this Policy shall be in the English language.
- C. **Observing Policy Terms & Conditions** **ACE** will not be liable to make any payment under this Policy if a **Person Insured** or his or her personal representative(s) do not observe and fulfil its Terms, Exclusions and Conditions.
- D. **Your duty to avoid or minimise a Claim** **You** and each **Person Insured** must take ordinary and reasonable care to safeguard against loss, damage, **Accident**, injury or illness as though **You** were not insured. If **ACE** believes **You** 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** **ACE** will not pay interest on any benefit payable under this Policy unless payment has been unreasonably delayed by **ACE** following receipt of all the required certificates, information and evidence necessary to support the **Claim**.

4.3 CLAIM PROVISIONS

- A. A **Person Insured** must:
- i. **Notify OSG immediately** e-mail OSG Travel Claims immediately or download a claim form from this Web Site and send it to OSG Travel Claims as soon as possible and within 30 days of becoming aware of anything likely to result in a **Claim**. A personal representative can do this if the **Person 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 medically qualified 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. A **Person Insured** must not do the following without **ACE's** written agreement:
- i. **Admit liability** admit liability, or offer or promise to make any payment; or
 - ii. **Dispose of items** sell or otherwise dispose of any item or property for which a **Claim** is being made, or abandon any item or property to **ACE**.
- C. Each **Person Insured** must recognise **ACE's** right to:
- i. **Pay, repair or replace** choose either to pay the amount of a **Claim** (less any **Excess** and up to any Policy limit) or repair, replace or reinstate any item or property that is damaged, lost or stolen;
 - ii. **Inspect & dispose of items** inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner;
 - iii. **Handle a Claim in Your name** take over and deal with the defence or settlement of any **Claim** in his or her name and keep any amount recovered;
 - iv. **Pay in euro** settle all **Claims** in euro;
 - v. **Be reimbursed promptly** be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which **ACE** pays to a **Person Insured**, or on his or her behalf;
 - vi. **Receive medical certificates** be supplied at the expense of the **Person Insured** with appropriate original medical certificates before paying a **Claim** under Part III Sections 1, 4, 5 or 6;
 - vii. **Carry out medical examinations** request and carry out a medical examination and insist on a post-mortem examination, if the law allows **ACE** to ask for one, at **ACE's** expense.
- D. **ACE** will not be liable to pay a **Claim** and may cancel the Policy immediately in either of the following circumstances:
- i. **Dishonesty** if a **Claim** is in any way dishonest; or
 - ii. **Fraud** if a **Person Insured** or anyone acting on his or her behalf, uses fraudulent means to benefit under this Policy.

Paying Claims

Death

- If the **Person Insured** is 18 years or over, **ACE** will pay the **Claim** to the estate of the deceased **Person 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**.
- If the **Person 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

- If the **Person Insured** is 18 years or over, **ACE** will pay the **Claim** to the **Person Insured** and their receipt shall be a full discharge of all liability by **ACE** in respect of the **Claim**.
- If the **Person 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 Holiday protected by the cover provided, You may return it to ACE within 14 days and ACE will cancel it. If this happens, the Policy will have provided no cover and ACE will refund any premiums You have paid. |
| B. Cancellation after 14 days, annual multi-trip Policies only | If You write and tell ACE to cancel an annual multi-trip Policy, ACE will cancel it from the date Your letter is received or any later date You stipulate. ACE reserves the right to charge the appropriate premium for any period during which cover operated. |
| C. Cancellation after 14 days, single trip Policies only | If You write and tell ACE to cancel a single trip Policy , ACE will cancel it from the date Your letter is received. ACE reserves the right to charge the appropriate premium for any period during which cover operated. |
| D. Changing Your Policy | You must e-mail or write to ACE if either your insurance needs or any of the information You have given ACE changes. A change in circumstances may affect Your cover, even if You do not think a change is significant, and ACE may need to change this Policy. ACE will update the Policy and issue a new Policy Schedule each time a change is agreed. |
| E. if ACE wants to cancel or change Your Policy | If ACE wants to cancel or change this Policy, ACE will write to You at the latest address ACE has for You . ACE will then cancel or change the Policy 30 days after the date of the letter. If ACE cancels the Policy ACE will refund any premium You paid for the cancelled period provided You have not made a Claim under the Policy during the current Period of Insurance . |

4.5 AUTOMATIC ENDING OF COVER

A. Single trip Policies

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

B. Annual multi-trip Policies

- a) automatic ending of cover:
- i. **Your** cover will end on the first date **Your** premium is due after **Your** 65th birthday;
 - ii. **Your Partner's** cover will end on the first date premium is due after their 65th birthday or earlier if **Your** cover ends beforehand.
 - iii. Cover for **Children** will end on the first date premium is due after their 18th birthday (or 23rd birthday if still in full-time education) or earlier if:
 - **Your** cover ends beforehand; or
 - they get married; or
 - they stop being dependent.
- b) If a **Holiday** continues beyond the expiry of this Policy or a **Holiday** has been booked which begins after the expiry date of this Policy **You** must select a new Policy if **You** wish cover to continue. If **You** do not select a new Policy, the remaining period of the **Holiday** or any future **Holiday** which has been booked will not be covered after the expiry date of this Policy.

Complaints Procedures

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

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

Tel: 1800 707170
Fax: 01 – 440 1701
e-mail: ACE.TravellR@ace-ina.com

The existence of these complaints procedures does not affect any right of legal action **You** may have against **ACE**.

Financial Services Ombudsman's Bureau

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

The FSOB's contact details are given below:

Lo Call: 1890 882090
Tel: 01 662 0899
Fax: 01 662 0890
Email: enquiries@financialombudsman.ie
Web Site: www.financialombudsman.ie

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

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.

Insurer:

ACE European Group Limited
Main business – General Insurance.
Registered in Ireland No. 904967.
Head Office: ACE Building, 100 Leadenhall Street, London, EC3A 3BP United Kingdom.
www.aceeuropeangroup.com

ACE European Group Limited's conduct of insurance business in Ireland is regulated by the Financial Regulator. ACE European Group Limited is authorised and regulated by the Financial Services Authority. Registration number FRN202803.
Full details can be found on the FSA's Register by visiting <http://www.fsa.gov.uk/register> or by contacting the FSA on +44 (0)845 606 1234.

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ACE Travel Insurance, OSG,
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