



Cornmarket Travel Plus - Schedule of cover

Section	Benefit	Limit	Policy Excess
1	Cancellation & Curtailment	€7,500	€0
2	Medical	€10 million	€0
	Dental Treatment	€450	
	Burial Abroad	€2,000	
	Hospital Benefit	€40 for every 24 hours up to €1,000	€0
3	Personal Luggage	€2,500	€0
	Valuables (in total)	€400	
	Single / Set of Articles	€250	
	Delayed Luggage	€250	
3	Personal Money and Travel Documents	€500	€0
	Cash	€350	
	Cash Under 18	€150	
	Travel Documents	€250	
	Replacement Passport	€300	
	Emergency Passport Travel	€300	
4	Delayed Departure	€30 for the first 12 hour period / €20 for each subsequent 12 hour period, up to €300	€0
4	Abandonment	€7,500	€0
4	Missed Departure	€1,000	€0
5	Personal Accident		€0
	Permanent total disablement	€30,000	
	Death	€20,000	
	Loss of Limbs / Sight	€30,000	
	Under 18 / Over 66	€3,000	
6	Personal Liability	€2million	€0
7	Legal Expenses	€25,000	€0
8	Hijack	€1,500 (€150 per day)	€0
9	Catastrophe Cover	€1,000	€0
10	Credit or Cash Card Fraud	€500	€0
11	Winter Sports		
	Inability to Ski	€300 (€30 per day)	€0
	Ski Hire	€300 (€30 per day)	
	Equipment Owned	€500	
	Equipment Hired	€500	
	Single Article Limit		
	Piste Closure	€400 (€40 per day)	
	Avalanche / Landslide	€400 (€40 per day)	

Introduction

Thank You for insuring with us. Here is Your new **Cornmarket Travel Plus** Travel Insurance Policy document, which is Underwritten by MAPFRE ASSISTANCE Agency Ireland. The Schedule of Cover for this Policy contains full details of the protection provided by this Policy. Please ensure that You carry this document with You on Your Trip.

This Policy (which includes and should be read as one document with the Schedule of Cover, Endorsements and Proposal Form) is evidence of the contract of insurance between You and MAPFRE ASSISTANCE Agency Ireland.

Details of cover are laid out in this Policy, and We recommend that You read it to satisfy Yourself that this insurance meets Your requirements. However, We would ask You to especially note the following:

We agree to pay for damages, liabilities, losses or costs as set out in this Policy occurring during the Period Of Insurance within the Geographical Limits.

Words and expressions, to which specified meanings have been given in any part of the contract of insurance, have such specific meanings wherever they may appear.

The law applicable to the contract

You and We can choose the law which applies to this Policy. We propose that the law of the Republic of Ireland applies. Unless We and You agree otherwise before the insurance starts the law of the Republic of Ireland will apply to this Policy.

All communication in respect of this insurance will be in English. This Policy is a legal document and should be kept in a safe place.

Insurance Act 1936 (or future amendments thereto)

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

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Residency

This Policy is only available to You if You are permanently resident in Ireland and have been for the past 6 months prior to the date of issue. This policy will also be available to members of the Defence Forces who have been deployed overseas who would have normally been a permanent resident in Ireland.

Signed on behalf of the Company



C. Senior
By Authority of the Board

Special Notes

Complaints Procedure

We are committed to providing You with exceptional customer service, However, if You have a complaint or enquiry, please get in touch and We will try to put things right:

Customer Service Department
MAPFRE ASSISTANCE Agency Ireland
22-26 Prospect Hill
Galway
Tel: 091 501612

If You are still dissatisfied, You may contact:

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

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

Policy Underwriters

MAPFRE ASSISTANCE Agency Ireland (which is a registered trading name in Ireland of MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA) will provide the services and benefits described in this Policy:

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

AND

- Subject to payment of the appropriate premium.

Benefits under this Policy are underwritten under Master Policy Number 20MA/WL/AMT/CM by MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA.

MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA, trading as MAPFRE ASSISTANCE Agency Ireland is authorised by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

In the event of an emergency abroad You should contact the MAPFRE ASSISTANCE Agency Ireland 24-hour helpline number +353 91 501612. Give Your name, Policy Number and as much information as possible, together with a telephone or fax number where You can be contacted day or night.

Important Information

We draw Your attention to the exclusions detailed in the General Exclusions section, in particular, exclusion b relating to Covid-19 or severe acute respiratory syndrome coronavirus (SARS-COV-2) or any mutation or variation of these.

Cancellation & Cooling-Off Period

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

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

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

Dangerous Activities:

You may not be covered when You take part in certain sports, or activities where there is a high risk You will be injured. Please see section 12 of this booklet for information about Hazardous Activities that are covered at no extra premium under this Policy (that You do not have to tell Us about), as well as those which You need to tell Us about and pay an extra premium for.

Independent travel on annual multi-trip policies

Everyone on an annual multi-trip policy is entitled to travel independently, but children under 18 who travel alone must be dropped off and picked up by a responsible adult aged over 21.

Private Health Insurance

If You have confirmed that You have Private Health Insurance cover when purchasing this insurance You are agreeing to the following:

1. You already have Private Health Insurance cover in force.
2. It covers each Insured Persons under this insurance for a degree of medical expenses cover while abroad.
3. You are familiar with and fully comply with the rules of Your Private Health Insurance policy.
4. Your Private Health Insurance policy will remain in force for the duration of Your Trip.
5. Your private health insurer must pay the first amount as stated in Your Private Health Insurance policy and We will commence cover under this Policy once that limit has been reached.

Please note: Your Private Health Insurance may provide a degree of medical expenses cover abroad. The amount of this cover will typically depend on Your insurer and the plan You have chosen. The terms and conditions of Our

insurance differ from Your Private Health Insurance and You will need to read both carefully and ensure You understand the differences and that Our product meets with Your requirements.

Reciprocal Health Agreement:

If You intend travelling to a European Union country You should obtain and bring with You a European Health Insurance Card (EHIC) which will entitle You to certain free health arrangements in European Union countries. When travelling to Australia or New Zealand You must register under the National Medicare scheme of those countries in the event that You have to go to hospital.

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

VHI Assistance: Tel +353 1 44 82 444
 VHI Assistance USA: Tel 1800 364 90 22
 Laya Healthcare: Tel +353 21 202 2000
 Irish Life Health: Tel +353 148 178 40

Strict Medical Health Requirements:

This insurance operates on the following basis:

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

In the event that You have a medical condition which would need to be declared to insurers please contact the MAPFRE ASSISTANCE Agency Ireland helpline on **091 501612**.

What to do in the Event of an Emergency

We will help You immediately if You are ill or injured outside the Home You live in. You should first check that the circumstances are covered by referring to the relevant section of Your Schedule of Cover.

We provide a 24-hour emergency service 365 days a year, and You can contact Us on +353 91 501612.

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

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

Repatriation of patients

If, in the opinion of Our senior medical officer, it would be preferable to repatriate a patient to their Home, We will organise the repatriation. If You

do not comply with this decision We reserve the right to withdraw cover with immediate effect.

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

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

Confirmation of payment

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

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

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

Definitions

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

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

Cash: Coins and notes that are legal tender in any country.

Child/Children: any son, daughter, stepson, stepdaughter, foster child, or child for whom the Insured is the legal guardian, with said child being under the age of 19 years old, or 23 if in full-time education and residing with the insured.

Close Business Associate: Any person who works at Your place of business and who, if You were both away from work at the same time, would stop the business from running properly as a viable commercial entity.

Close Relative: Mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, step parent, step child, step-sister, step-brother, foster child, legal guardian, next of kin, or fiancé/fiancée or common law partner (any couple, including same-sex, in a common law relationship or who have co-habited for at least 6 consecutive months).

Complications of pregnancy or childbirth

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

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

Couple: any couple, including same-sex, in a common law relationship or who have co-habited for at least 6 consecutive months

Curtailement/Cutting Short Your Trip: Your early return to Ireland (or Your country of deployment for members of the Defence Forces) before the scheduled return date.

Family: The principal Insured Person, his/her spouse or common law Partner, and their dependent child/children under the age of 19 years old, or 23 if in full-time education and residing with the insured..

Geographical Limits: Worldwide.

Golf Equipment: Means golf clubs, golf balls, golf bag, golf shoes and non-motorised golf trolley forming part of Your Personal Luggage.

Hazardous Activities: Those activities which are more particularly set out in Section 12 of this Policy.

Hijack: Means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance that You are travelling in as a passenger.

Home: Your usual, permanent place of residence in Ireland (or, in the case of the Defence Forces, Your country of deployment).

Illness: An unhealthy condition of a body or mind necessitating treatment from a medical practitioner.

Ireland: The Republic of Ireland.

Limits of Cover: Unless stated to the contrary, Our maximum liability per person is limited to the amount stated on Your Schedule of Cover (at the start of this document) unless otherwise stated in Your Policy.

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

Loss of Sight: Means the complete and irrecoverable loss of sight.

Manual Work: Means work that is physical, including, but not limited to construction, installation, assembly and building work. This does not include work carried out by bar and restaurant staff, musicians and singers and fruit pickers (who do not use machinery).

Medical Condition: Any disease, illness, injury or symptom.

Medical Practitioner: means a registered practising member of the medical profession recognised by the law of the country where they are practising, who is not related to You or any person who You are travelling with.

Money and Travel Documents: Cash, travel tickets, travellers' cheques and hotel vouchers, Green Card, passports, driving licence.

Natural Disaster: An extraordinary natural phenomenon such as tsunamis, earthquakes, landslides, volcanic eruptions (including volcanic ash clouds), atypical cyclonic storms, falling objects from space (including meteorites), and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon.

Pair or Set: Any one article pair or set of articles (including golf clubs) or collection which are used or worn together.

Period Of Insurance: The period for which We have accepted the premium as stated in the Validation Certificate. During this period any Trip not exceeding 60 days is covered. Under these policies Section 1 – Cancellation cover shall be operative from the date that this insurance is effected by You or at the time of booking any Trip (whichever is the later) and terminates on commencement of any Trip. The total time spent outside Ireland should not exceed 183 days in total.

Please note: - if, due to unexpected circumstances beyond Your control and included in the conditions of this cover, You cannot finish Your holiday within the Period of Insurance set out on Your validation certificate, We will extend Your cover for up to 30 days at no extra charge. If the reason You cannot finish Your holiday is linked to coronavirus disease (COVID-19) or severe acute respiratory syndrome coronavirus (SARS-COV-2) or any mutation or variation of these, We will still extend Your cover for up to 30 days at no extra charge. However, We will only cover claims that are not related to COVID-19 and SARS-COV-2, all other general exclusions will continue to apply.

Where You are deployed abroad as part of the Defence Forces, the term 'Ireland' shall be deemed to read 'Ireland or Your country of deployment'.

Please note: - Any Trip that had already begun when You purchased this insurance will not be covered, except where You renew an existing Annual Multi Trip Policy which fell due for renewal during the Trip. If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.

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

Personal Luggage: Items that You own which are usually carried or worn by travellers for their individual use during a Trip, including Your Valuables (as defined below).

Policy: The terms and conditions of Your insurance as outlined in this document.

Pre-existing Medical Condition: Any medical or psychological sickness, disease, condition, injury or symptom of which You are aware, or that has affected You which has required treatment, medical consultation(s) or investigation(s), or prescribed medication at any time during the last 2 years prior to the commencement of cover under this Policy/Schedule of Cover (at the start of this document) and/or prior to each and every Trip. And/Or any cardiac, cardiovascular, hypertensive, or cerebrovascular illness, disease, condition or symptom of which You are aware, that has occurred at any time prior to the commencement of cover under this Policy/Schedule of Cover and/or prior to any Trip.

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

Private Health Insurance: Insurance that helps cover all or part of the medical and hospital costs incurred up to a minimum of €55,000.

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

Schedule of Cover / Validation Certificate: This forms part of Your Policy and contains details of the persons insured and the effective dates of cover.

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

Single Item: Any one article, pair, set or collection.

Ski Equipment: Means skis (including bindings), ski boots, ski poles, snowboard bindings and snowboard boots.

Strike or Industrial Action: Any form of industrial action, whether organised by a trade union, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

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

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

Any Trip over 60 days is not insured. Any Trip solely within Ireland is only covered in respect of cancellation / curtailment where You have pre-booked at least two nights' accommodation rented for a fee.

Where You are deployed abroad as part of the Defence Forces, the term 'Ireland' shall be deemed to read 'Ireland or Your country of deployment'.

Unattended: Means when You are not in full view of and not in a position to prevent unauthorized interference with Your Personal Luggage or vehicle.

Valuables: Cameras, photographic equipment, radios, videos, electronic equipment, telescopes and binoculars, antiques, jewellery, sunglasses, watches, furs, golf equipment, precious and semi-precious metals or stones and articles made of or containing gold, silver or other precious metals.

We/Us/Our: MAPFRE ASISTENCIA Compañia de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway.

Winter Sports: Skiing and snowboarding, off-piste skiing and snowboarding except in areas considered to be unsafe by resort management, recreational ski and snowboard racing, monoskiing, cross-country skiing, snowmobiling, tobogganing, cat skiing and ice skating.

You/Your/Insured Person(s): The Person(s) Insured named in the Schedule.

General Conditions

IMPORTANT NOTE: Certain sections of this Policy have particular conditions attaching to them, but the conditions set out below apply to all sections:

1. Before We consider a claim, it is a condition that:
 - a. the answers in any proposal and declaration for this insurance are true and complete to the best of Your knowledge and belief and such proposal and declaration form the basis of this Policy.
 - b. You or any person, on whose behalf payment is claimed, observe the terms and conditions of this Policy.
 - c. any facts known to You and any changes affecting the risk since inception of this Policy or last renewal date must be disclosed to Us. Failure to disclose such facts or changes may mean that Your Policy will not provide You with the cover You require or may invalidate this Policy in its entirety.
 - d. You take all reasonable steps to prevent accident, injury, illness, disease, loss or damage.
2. Maximum age limit: Up to and including 86 years.
3. Any medical information supplied to Us in a medical declaration will be treated in the strictest of confidence and will be used solely for Our own internal purposes for the assessment of the risk, and will not be disclosed to any third party or authority without the specific approval of the person whose details are given in the Medical Declaration. We shall not refuse cover unless, in Our opinion, the risk associated with the particular person is substantially greater than that represented by the average healthy traveller.
4. During each Period of Insurance, and before You depart on each Trip, You must declare to Us any change in Your health or medical status. We must accept this change in writing before cover will be continued. If in doubt as to whether this is material, You should tell Us.
5. You must declare to Us all material facts, which are likely to affect this insurance. Failure to do so may prejudice Your entitlement to claim. If You are uncertain as to whether a fact is material, You should declare it to Us.
6. You must take all reasonable steps to prevent any accident, injury, illness, disease, loss or damage to You or to any person on whose behalf You are making a claim.
7. You must comply in full with the terms and conditions of this Policy before a claim will be paid. Please read this Policy carefully, and if unsure as to what is covered or excluded, contact the Policy Helpline on the number listed to the front of this document.
8. In case of an emergency or of any occurrence, which may give rise to a claim for costs in excess of €500 under this insurance, You must contact Us as soon as practicable. You must make no admission, offer, promise or payment without Our prior consent and prior to contacting us.
9. We are entitled to take over Your rights in the defence or settlement of a claim or to take proceedings in Your name for Our own benefit against another party and We shall have full discretion in such matters.
10. We may, at any time, pay to You our full liability under this Policy after which no further liability shall attach to Us in any respect or as a consequence of such action.
11. You must take all practicable steps to recover any article that is insured under this Policy which has been lost or stolen and to identify and ensure the prosecution of the guilty person(s). We may at any time at our own expense take such action as We deem fit for the recovery of any property lost or stated to be lost.
12. In the event of a valid claim, You shall allow Us the use of any relevant travel tickets You are not able to use because of the claim. All receipts submitted as part of a valid claim shall be retained by Us.
13. You must give us written notice of any event that You are aware of, which may lead to a claim, within 30 days of Your return Home.
14. As often as We require, upon the giving of reasonable notice to You, You shall submit to medical examination by a qualified medical practitioner at Our expense. In case of the death of an Insured Person, We shall be entitled to have a post mortem examination carried out at Our expense. You must supply Us with a written statement substantiating Your claim, together with (at Your own expense) all certificates, information, evidence and receipts relating to the claim that We require.
15. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in the case of disagreement between the Arbitrators, to the decision of an Umpire appointed in writing by the Arbitrators before entering on the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an award shall be a condition precedent to any right of action against Us. If We shall disclaim liability for any claim and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
16. You will be required to reimburse to Us, within one month of Our request to You, any costs or expenses We have paid out on Your behalf which are not covered under the terms of this Policy.
17. You must pay the appropriate premium for the full number of days comprising Your planned Trip. If Your Trip is planned to exceed the number of days for which You have purchased insurance then no cover at all shall apply in respect of that Trip and You will need to make alternative insurance arrangements.
18. This contract has been entered into in the Republic of Ireland and is subject to Irish Law except in so far as it is necessary to comply with the Jurisdiction of Courts Enforcement of Judgements (European Communities) Act 1988 to 1993 and is subject to the exclusive jurisdiction of the Irish Courts.
19. No provision or condition of this Policy may be waived or modified except by an endorsement signed by an authorised official on behalf of the insurers.
20. The European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 (SI. 27/1995) (the "Regulations") transpose Council Directive No. 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (the "Directive") into Irish law and are intended to protect consumers against unfair terms in contracts conclude by consumers with sellers of goods and suppliers of services. If any of the Policy conditions are considered unfair or ambiguous under the Regulations or the Directive, MAPFRE ASSISTANCE Agency Ireland reserves the right to change the wording of the relevant condition to correct the problem. The revised text will operate as closely as possible to the way the replaced text was intended. If the operation of a condition of the Policy is challenged or questioned, MAPFRE ASSISTANCE Agency Ireland will take independent legal advice and will try to follow the operation of the Policy as the appointed actuary of MAPFRE ASSISTANCE Agency Ireland intended. If any change is made to the Policy in accordance with this condition:
 - (i) it will be made so as not to disadvantage You, and
 - (ii) written notification of such change will be given to You.

Fraud

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

Non-Assignment

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

General Exclusions

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

No Section of this Policy shall apply in respect of:

- a. Claims arising from circumstances known to You at the latter of:
 - applying for this insurance or
 - at any time prior to the commencement of the Period of Insurance or
 - booking Your Trip or any element of any Trip or
 - the commencement of any Trip,
 or claims arising as a result of a material fact or facts, which have not been disclosed to Us prior to the latter of
 - the commencement of the Period of Insurance or
 - booking Your Trip or
 - the commencement of any Trip.

- b. We will not cover any claims caused by or relating to Coronavirus disease (COVID-19) or severe acute respiratory syndrome coronavirus (SARS-COV-2) or any mutation or variation of these. Nor will We cover any claims relating to any fear or threat concerning these viruses. This general exclusion applies to all sections of cover. In the event of a conflict between this general exclusion and any other term in Your policy terms and conditions, this general exclusion takes precedence
 - c. Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this Policy, be insured by any other existing certificate, policy or any motoring organisation's service. If You have any other certificate in force, which may cover the event for which You are claiming, You must tell Us. This exclusion shall not apply to Section 5 - Personal Accident.
 - d. Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which You would have paid for in any case).
 - e. Consequential losses of any nature, including, but not exclusively, phone calls, taxi fares and car hire, other than as specifically provided within the terms of this Policy.
 - f. Any deliberately careless or deliberately negligent act or omission by You.
 - g. Any claim arising directly or indirectly from drug, alcohol or solvent abuse or addiction by You or by reason of You being under the influence of alcohol or drug(s).
 - h. Any claim caused by flying (other than as a fare-paying passenger on a regular Scheduled Airline or licensed charter aircraft).
 - i. Any claim arising from sexually transmitted diseases suffered by You.
 - j. Any claim arising from You engaging in Manual Work (as defined) in conjunction with any profession, business or trade.
 - k. Your engaging in work in Your capacity as a member of the Armed Forces, Navy or Air Corps, Police Force of any country or a member of An Garda Síochána. (This exclusion will not apply to claims for holiday cancellation in connection with a sudden and unforeseen posting or duty).
 - l. Any costs, medical or otherwise, incurred by the Insured Person when engaging in any sport or leisure activities unless shown as covered in Section 12 Hazardous Activities and the appropriate additional premium has been paid.
 - m. War, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'état, terrorism, weapons of mass destruction.
 - n. Any claim which is directly or indirectly caused by, results from or is in connection with a Natural Disaster.
 - o. Loss or destruction or damage or any expense whatsoever resulting from: ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - p. Any claim when You have not paid the appropriate premium for the cover required.
 - q. Consequential loss of any kind arising from the provision of, or any delay in providing, the services to which this Policy relates, unless negligence on our part can be demonstrated.
 - r. Loss of enjoyment.
 - s. Your travel to a country or specific area or event to which the Travel Advice Section of the Department of Foreign Affairs or World Health Organisation have advised the public not to travel.
- Compulsory quarantine, jury service attendance or being called as a witness at a Court of Law of You or Your Travelling Companion.
 - Redundancy (which qualifies for payment under the current Irish redundancy payment legislation and at the time of booking the Trip there was no reason to believe anyone would be made redundant) of You or Your Travelling Companion.
 - You or any person with whom You are travelling or have arranged to travel with are a member of the Armed Forces, Garda, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have Your/their authorised leave cancelled or are called up for operational reasons, provided that such cancellation or Curtailment could not reasonably have been expected at the time when You purchased this insurance or at the time of booking any Trip.
 - In the event of burglary at Your Home within 48 hours of Your departure or the police requesting You to return to Your Home due to serious damage to Your Home caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

Curtailment

Unused accommodation and additional travel expenses which are not recoverable from any other source, because of unexpected Curtailment as a result of any of the following events occurring after payment of the policy premium, and/or at the time of booking Your trip, and/or occurring within the Period of Insurance:

- Unforeseen Bodily Injury, Illness or death of You, Your Close Relative, Travelling Companion, any person with whom You were going to stay during the Trip.
- The death, imminent demise or hospitalisation due to a serious accident or Illness of a Close Relative.

Cancellation or Curtailment

- Please note no cover is provided for any event related directly or indirectly to coronavirus disease (COVID-19) or severe acute respiratory syndrome coronavirus (SARS-COV2) or any mutation or variation of these.

Conditions applicable to cancellation charges:

(See also General Conditions)

- You must advise Your travel agent/tour operator or provider of transport / accommodation, as soon as You become aware of the need to cancel Your Trip. We will only be responsible for the cost of cancellation that applied at the time You became aware of the reason for cancellation.
- All claims relating to cancellation due to a medical reason must be supported by relevant documentation confirming that medical advice was sought and that advice was given by a Medical Practitioner (in the case of stress, anxiety, depression or any other mental or nervous disorder a consultant specialising in the relevant field) to cancel a Trip prior to the cancellation of that Trip.

Conditions applicable to Curtailment:

(See also General Conditions)

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

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

Section 1 Exclusions

Cancellation or Curtailment

In addition to the General Exclusions You are not covered for:

- The Excess referred to in the Schedule of Cover.
- The cost of airport charges and levies.
- Any circumstances known to You which are likely to cause cancellation or Curtailment, prior to booking Your trip and/or insurance.
- Your disinclination to travel for any reason.
- Default, financial or otherwise, of any transport or accommodation provider, or any person or company operating as Your agent.
- Failure by the provider of any part of the booked Trip to actually supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise)
- Any known Pre-Existing Medical Condition affecting You that would cause You to cancel or curtail Your Trip, unless You have declared the condition to Us and We have written to You accepting it.

Section 1 – Cancellation and Curtailment Charges

We will cover You up to the amount shown on Your Schedule of Cover per Insured Person in total under this Policy for financial loss suffered by You during the Period of Insurance, being non-refundable deposits and amounts You have paid (or have contracted to pay), for travel to/from Your holiday destination and accommodation You do not use because of Your inability to commence travel or You curtail the Trip as a result of any of the following events occurring after payment of the policy premium, and/or at the time of booking Your trip, and/or occurring within the Period of Insurance. **Your cancellation or Curtailment must be necessary and unavoidable in order for You to claim.**

You are covered for:

Cancellation

- The death, Bodily Injury, Illness of You, Your Travelling Companion, any person with whom You have arranged to reside temporarily during Your Trip, Your Close Relative, or Your Close Business Associate
- If You become pregnant after We have sold You this policy, and You will be more than 32 Weeks pregnant (or 24 Weeks if You know You are having more than one baby) at the start of, or during, Your Trip. Or, Your doctor advises that You are not fit to travel because You are suffering from Complications of pregnancy or childbirth.

- Any expenses payable by the tour operator, hotel or airline or recoverable from any other source.
- Withdrawal from service of the aircraft or sea vessel on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim in this case to the transport operator involved.
- Loss arising directly or indirectly from adverse weather conditions.
- Any claim that comes from pregnancy or childbirth, unless a qualified medical practitioner confirms that the claim comes from the Complications of pregnancy or childbirth (see Definitions on page 3).
- The cost of tours, excursions or rental vehicles.
- Prohibitive regulations by the Government of any country to which are You are travelling, or delay or amendment of the booked Trip due to Government action.
- Any cancellation or Curtailment caused by work commitments or amendment of Your holiday entitlement by Your employer.
- Any claim resulting from Your failure to hold or obtain a valid passport and/or any required visa in advance of Your Trip
- Additional costs for which You become responsible for as a result of not cancelling a Trip immediately there is reason for a Trip to be cancelled.
- Any claim for irrecoverable payments for unused flight tickets to return home where a claim is also made under Section 1 or 2 for additional return travel expenses.
- The cost of this Policy.

Section 2 – Medical and Other Expenses incurred abroad

You are covered for:

We will cover You under this Policy up to the amount shown on Your Schedule of Cover per Insured Person who suffers a sudden and unforeseen Bodily Injury or Illness or dies during a Trip. We will cover the following costs necessarily and reasonably incurred abroad as a result of You becoming ill, sustaining injury or dying outside Ireland (and, in the case of the Defence Forces, Your place of deployment) during the trip:

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

2A Additional Hospitalisation Benefit

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

Conditions applicable to Section 2 (See also General Conditions)

- On Your admission to Hospital abroad, Our medical emergency service must be contacted immediately if hospitalisation is likely to last for more than 24 hours or in the event that You incur expenses over €500.
- We reserve the right to repatriate You to Ireland and/or Your country of deployment for members of the Defence Forces when, in the opinion of the doctor in attendance and Our Senior medical officer, the Insured Person is fit to travel. If You do not comply with this decision We reserve the right to withdraw cover with immediate effect.

- The decision on the method of repatriation will be at the discretion of Our Senior medical officer subject to consultation with the doctor in attendance.
- In the event of Your Bodily Injury or Illness, We reserve the right to relocate You from one hospital to another and arrange for Your repatriation to Ireland and/or Your country of deployment for members of the Defence Forces at any time during the Trip. We will do this if in the opinion of the medical practitioner in attendance or MAPFRE ASSISTANCE Agency Ireland You can be moved safely to Ireland and/or travel safely to and/or Your country of deployment for members of the Defence Forces to continue treatment.
- If You hold a valid policy of Private Health Insurance then You must first claim against Your private health insurer for any inpatient medical expenses abroad.

Section 2 Exclusions

In addition to the General Exclusions You are not covered for:

- The Excess referred to in the Schedule of Cover.
- Any person:
 1. Who receives medical treatment, which, in the opinion of the attendant physician and/or Our Senior medical officer, could reasonably be deferred until that person returns to Ireland and/or Your country of deployment for members of the Defence Forces
 2. Any treatment after the insured person has returned to Ireland and/or Your country of deployment for members of the Defence Forces
- Pre-Existing Medical Conditions unless You have declared these to Us and We have informed You that We have accepted them for insurance cover.
- Expenses incurred as a result of Your decision not to be repatriated after the date when in the opinion of MAPFRE ASSISTANCE Agency Ireland, it is safe to do so
- The cost incurred in obtaining or replacing medication, which, at the time of departure is known by You to be required or to be continued outside Ireland and/or Your country of deployment for members of the Defence Forces.
- Costs of telephone calls made when abroad, other than calls to MAPFRE ASSISTANCE Agency Ireland notifying them of the problem for which You are able to provide a receipt or other evidence to show the cost of the call and the number telephoned.
- Any claim that comes from pregnancy or childbirth, unless a qualified medical practitioner confirms that the claim comes from the Complications of pregnancy or childbirth (see Definitions on page 3).
- Any Illness, for which inoculations should have been obtained, prior to the Trip.
- Any claims arising from a medical condition, where You travel against the advice of a qualified medical practitioner or would be travelling against the advice of a qualified medical practitioner, had You obtained advice.
- Cost of treatment, not directly related to Your Bodily Injury/Illness.
- Any costs related to the transportation Home has not been arranged by Us.
- Any amount recoverable under any National or Private Health Insurance Scheme, Reciprocal Health Arrangement (such as European Health Insurance Card – previously E111) or any other source.

Section 3 – Personal Luggage, Cash and Passport

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

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

Temporary loss of luggage:

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

Conditions applicable to Section 3 (See also General Conditions)

3(a) Duty to take care:

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

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

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

If You are claiming for stolen or lost goods You must produce a receipt for the purchase of the original goods, which will simplify Our assessment of the claim and speed up payment.

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

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

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

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

Section 3 Exclusions

In addition to the General Exclusions You are not covered for:

- The Excess referred to in the Schedule of Cover (does not apply to loss of passport or temporary loss of Personal Luggage).
- More than the amount shown on Your Schedule of Cover for any single article of any kind.
- Valuables or Money and Travel Documents unless in Your possession or attended by You or deposited in a safe or safety deposit box at all times.
- Loss, theft of or damage to Personal Luggage left Unattended at any time or contained in or stolen from an Unattended vehicle:
 - a) At any time between 9pm and 8 am (local time) or
 - b) at any time between 8am and 9pm (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle confirmed by a police report.
- Any Valuables or Money and Travel Documents in Unattended vehicles regardless of the location of the property in the vehicle. (Losses from a roof or boot luggage rack of camping equipment remains covered under this section).
- Loss or damage caused by wear and tear, deterioration, depreciation, moths, vermin, atmospheric or climatic conditions or any process of cleaning, dyeing, repair or restoration.
- Confiscation or detention by Customs or other lawful officials and authorities.
- Electrical or mechanical breakdown or derangement of any article.
- Contact or corneal lenses, spectacles, dentures, bonds, securities, stamps or document of any kind, musical instruments, typewriters, personal computers or lap top computers and/or their accessories or similar items, glass, china, antiques, pictures, pedal cycles, hearing aids, coupons, personal organisers, computerised games and/or their accessories, mobile or portable telephones, televisions, CDs, CD, MP3 or DAT players or similar items, telecommunication equipment, vehicles and/or their accessories, boats and/or ancillary equipment, samples or merchandise or business goods or specialised equipment relating to a trade or profession.

- Breakage of, or damage to, any fragile or brittle articles, and any consequence thereof, unless caused by fire or accident to the conveyance in which Your Personal Luggage is being carried.
- Breakage of or damage to sports equipment while in use.
- Any property more specifically insured.
- Any item loaned, hired or entrusted to You.
- Items carried as freight or under a bill of lading.
- Loss of passport, if the loss has not been reported to the relevant Consular Authority within 24 hours of discovery of such loss.
- Cover for temporary or permanent loss of Personal Luggage for which You have received full compensation from someone else.

Section 4 – Delayed Departure / Missed Departure / Abandonment.

You are covered for:

4(a) Delayed Departure

Where Strike or Industrial Action, adverse weather or mechanical breakdown of, or accident to, aircraft or sea vessel on which You are booked as a passenger for Your outward or return journey from or to Ireland (and/or Your place of deployment for members of the Defence Forces), and forming part of a booked Trip, and specified on Your travel ticket, is delayed for a minimum of 12 hours beyond the intended departure time, We will cover amount shown on Your Schedule of Cover in respect of every completed 12-hour period of delay in Your scheduled departure time, up to a maximum of the amount shown on Your Schedule of Cover per Insured Person.

4(b) Missed Departure or Connection

Where

- Scheduled public transport services on which You are booked as a passenger fail, or are disrupted

OR

- The vehicle in which You are travelling is involved in an accident or breaks down

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

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

4(c) Abandonment

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

Conditions applicable to Section 4

(See also General Conditions)

- You must have checked in according to the itinerary given to You by the tour operator or carrier, and obtained written confirmation from them or their handling agents of the cause of the delay from the scheduled departure time and the actual period of the delay.
- For cover in respect of missed connection journey as part of Your Trip You must allow a sufficient amount of time between Your scheduled arrival at the point of departure for Your connecting flight and the scheduled time of departure of same.
- A repairers report obtained at the time of the incident will be required for vehicle breakdown claims.

Section 4 Exclusions

In addition to the General Exclusions You are not covered for:

- The Excess referred to in the Schedule of Cover (applies only to abandonment and missed departure or connection).
- Any claim resulting from Strike, Industrial Action or adverse weather which commenced (or for which an officially stated intent had been given) on or prior to the date of booking Your Trip and/or insurance.

- Failure to check in, in accordance with the terms of the itinerary supplied unless such failure was itself due to an event insured.
- Withdrawal from service of the aircraft or sea vessel on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the transport operator involved.
- Claims where You have not obtained written confirmation from the carrier or handling agent stating the period and reason for delay.
- Delays as a result of Your failure to check in at Your departure point in time.
- Claims for missed connecting flights where insufficient time has been allowed for transfer times.
- Additional costs where the scheduled public transport operator has offered reasonable alternative arrangements.
- Compensation under more than one of “delayed departure”, “missed departure or connection” and “abandonment”.
- Any money that can be claimed from someone or somebody else.
- Any claim caused by traffic congestion.

Section 5 – Personal Accident

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

1. Death
OR
2. Loss of One or More Limbs, or total and irrecoverable Loss of Sight in one or both eyes
OR
3. Permanent Total Disablement

Section 5 Exclusions

In addition to the General Exclusions You are **not** covered for:

- Compensation under more than one of the above
- Injury not caused solely by outward, violent and visible means
- Your disablement caused by mental or psychological trauma not related to Your Bodily Injury.
- Disease or any physical defect, infirmity or Illness which existed prior to the commencement of the Trip.
- Any payment in excess of the amount shown on Your Schedule of Cover per Insured Person.
- Any payment in excess of €3,000 arising from the death of Insured Persons under 18 years of age or over 66 years of age.

Section 6 – Personal Liability

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

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

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

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

Section 6 Exclusions

In addition to the General Exclusions You are **not** covered for:

- Injury to, or the death of, any member of Your Family or household, or any person in Your service.
- Loss of or damage to property belonging to, or held in trust by You or Your Family, household or servant.
- Loss of or damage to property which is the legal responsibility of You or Your Family, household or servant. This exclusion shall not apply to temporary accommodation, which You occupy and for which You assume contractual responsibility during Your Trip.
- Any liability, which attaches by virtue of a contractual agreement, but which would not attach in law in the absence of such an agreement.

- Claims for injury, loss or damage arising directly or indirectly from: ownership or use of: aircraft; horse-drawn, motorised, mechanically-propelled or towed vehicles; vessels (other than row boats, punts or canoes); animals (other than domestic dogs or cats); firearms (other than sporting guns).
- The pursuit or exercise of any trade, profession or gainful occupation, the participation in any Hazardous Activity (as defined), or the supply of goods and services by You.
- The occupation or ownership of any land or building.
- Wilful or malicious acts of the Insured Person.
- Liability or material damage for which indemnity is provided under any other insurance.
- Accidental injury or loss not caused through Your negligence in respect of property damage caused to temporary holiday accommodation

Section 7 – Legal Expenses

You are covered for:

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

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

We will advance on Your behalf

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

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

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

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

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

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

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

Section 7 Exclusions

In addition to the General Exclusions You are **not** covered for:

- Costs or expenses incurred without prior authorisation by Us.
- The pursuit of a claim against Us, Our agent or an insurer underwriting any section of this Policy or a travel agent, tour operator, carrier or any supplier under a package holiday arrangement.

- Actions between Insured Persons or Travelling Companions or actions pursued in order to obtain satisfaction of a judgement of legally binding decision.

Section 8 – Hijack

What is covered:

1. We will pay You up to the amount shown in the Policy Schedule of Cover, for every completed period of 24 hours in the event of Hijack of the transport on which You are travelling.

Section 8 Exclusions

In addition to the General Exclusions You are **not** covered for:

- Claims not substantiated by a written police report confirming the length and exact nature of the incident

Section 9 – Catastrophe

What is covered

We will pay You, up to the amount shown in the Policy Schedule of Cover, in the event that the tour company is unable to assist and You are forced to move from Your pre-booked accommodation as a result of fire, lightning, explosion, storm, flood, medical epidemic, or local Government directive which is confirmed in writing by local or national authority, for irrecoverable travel or accommodation costs necessarily incurred to continue with Your Trip, or, if Your Trip cannot be continued for Your return Home.

Section 9 Exclusions

In addition to the General Exclusions You are **not** covered for:

- The Excess as shown in the Policy Schedule of Cover
- Claims where a report from local or national authority is not obtained stating that it was not acceptable for You to remain in Your booked accommodation
- Claims where the tour company is responsible
- Claims where the tour company has made alternative arrangements

Section 10 – Credit and Cash Card Fraud

You are covered for:

We will pay You up to the amount shown in the Policy Schedule of Cover for loss suffered solely as a result of any credit or cash card for which You are responsible, being lost or stolen and/or fraudulently used outside Ireland (and/or Your place of deployment for members of the Defence Forces), by any person other than You or a Close Relative or Your Travelling Companion.

Section 10 – Exclusions

In addition to the General Exclusions You are **not** covered for:

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

Section 11 – Winter Sports

You are covered for:

11(a) Inability to Ski

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

OR

Ski Hire

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

11(b) Skis, Ski Equipment & Ski Pass

The cover under Section 3.1(a) is extended to apply to damage to, and loss or theft of, skis (including bindings) and Ski Equipment belonging or hired to You, up to the amount shown on Your Schedule of Cover per Insured Person. Skis and Ski Equipment are covered against damage or loss whilst in use. Skis are covered when locked to a roof rack, which is itself locked to the roof of a vehicle. Cover under Section 3.1(f) is extended to include Your ski pass.

Conditions applicable to Section 11(b)

Our liability for Ski Equipment owned or hired by You shall be further limited as follows:

The maximum payment for any Single

Item:

Age of item

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

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

11(c) Piste Closure

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

11(d) Avalanche or Landslide

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

Conditions applicable to Winter Sports

(See also General Conditions)

- For claims in respect of unused ski pack/ski hire due to Illness/Bodily Injury a certificate from the attending doctor must be obtained.

- **Off-Piste**

For Your protection, and to ensure continuity of the insurance cover, We have drawn up the following guidelines:

- You must observe the rules of the resort or area. If in doubt, You should follow the advice of the local guides or instructors.
- Where off-piste is only allowed in the company of a guide, the guide's advice should be strictly followed.
- If You are inexperienced, You should not go off-piste except under the supervision of a guide.
- You must exercise common sense and follow sensible local practices.
- This Policy is only valid in respect of winter sports, for trips taken outside Ireland (and/or Your place of deployment for members of the Defence Forces) during the published ski season for Your resort.

Section 11 Exclusions

In addition to the General Exclusions You are **not** covered for:

- Claims arising from closure of the Winter Sports lift system due to avalanches or dangerously high winds

Section 12 Hazardous Activities.

We will not cover any activity considered to be dangerous unless specifically agreed with Us or included in the list below. We also will not cover any sport undertaken professionally.

The activities which are covered in full as standard with no additional premium are:

- Amateur Athletics
- Archaeological digging
- Archery
- Badminton

- Baseball
- Basketball
- Bridge Walking
- Bungee jumps (max 3 jumps)
- Canoeing
- Cat skiing (see Note 1 below)
- Cave tubing
- Cricket
- Cross country skiing (see Note 1 below)
- Cycling
- Glacier walking or trekking under 2000 metres altitude (see Note 1 below)
- Golf
- Hiking (under 2000 metres)
- Husky sledge driving
- Ice skating (see Note 1 below)
- Inline skating
- Jogging
- Kayaking (not sea kayaking) (Grade 1-4)
- Marathons
- Mountain biking (not including downhill racing and extreme ground conditions)
- Mono skiing (see Note 1 below)
- Netball
- Off Piste skiing/snowboarding (see Note 1 below)
- Orienteering
- Parasailing
- Parascending (over water)
- Rambling
- Recreational ski or snowboard racing (see Note 1 below)
- Refereeing (amateur basis)
- River tubing
- Roller blading
- Running (both sprinting and long distance)
- Safari
- Sand boarding
- Scuba diving (qualified, max 30 metres) under 14 days
- Skate boarding
- Skiing (see Note 1 below)
- Sleigh rides (as part of a Christmas Trip to Northern Europe)
- Snorkelling
- Snowboarding (see Note 1 below)
- Squash
- Surfing
- Swimming
- Tennis
- Tobogganing (see Note 1 below)
- Trekking (under 2000 metres)
- Triathlons
- Volleyball
- Wake boarding
- Water polo
- Water skiing
- White/Black water rafting (Grades 1 to 4)
- Windsurfing and Yachting (both racing and crewing) inside territorial waters

Note 1 - This is a winter sports activity. We will cover the activity for a maximum of 24 days.

The table below includes activities where You either need to tell us in advance, a restriction on the cover is in place and/or an additional premium is required. Please see the individual activity for full details.

Where You need to tell Us, or an additional premium is required please call us on 01 420 6723. A validation certificate will be issued to You. If the activity You wish to cover is not in the list below, call us anyway as We may still be able to arrange cover for You.

Where the medical excess says 'standard', please see the amount in the table of benefits.

Activity	Do I have to tell Cornmarket?	Do I have to pay an extra premium?	Am I covered for personal accident / personal liability?	Medical excess
Abseiling	no	no	no	standard
American football	yes	yes	no	€200
Assault course	yes	yes	no	€200
Battle re-enactment	yes	yes	no	€200
Boxing training (no contact)	no	no	no	standard
Breathing observation bubble diving (maximum depth 30 metres) under 14 days	yes	yes	no	standard
Camel riding or trekking	no	no	no	standard
Canopy walking	no	no	no	standard
Canyon swinging	yes	yes	no	€400
Cascading	yes	yes	no	€400
Clay-pigeon shooting	no	no	no	standard
Coasteering	yes	yes	no	€400
Conservation or charity work (educational and environmental - working with hand tools only)	no	no	no	standard
Cycle touring	yes	yes	no	€200
Dragon boating	no	no	no	standard
Dune bashing	no	no	no	standard
Elephant riding or trekking	no	no	no	standard
Falconry	no	no	no	standard
Flying (piloting private or small aircraft or helicopter)	yes	yes	no	standard
Football	no	no	no	standard
Gliding	yes	yes	no	€200
Go-karting	no	no	no	standard
Gorge swinging	yes	yes	no	€400
Gorge walking	yes	yes	no	€400
Hang-gliding	yes	yes	no	€400
High diving	yes	yes	no	€400
Hiking / Trekking (over 2,000 metres but under 6,000 metres altitude)	yes	yes	no	€400
Hockey	no	no	no	standard
Horse jumping (not polo or hunting)	yes	yes	no	€400
Horse riding (not polo, hunting or jumping)	no	no	no	standard
Hot-air ballooning	no	no	no	standard
Hydro speeding	yes	yes	no	€400
Jet boating	no	no	no	standard
Jet skiing	no	no	no	standard
Kayaking Grade 1-4	no	no	no	standard
Kayaking Grade 5-6 (Not sea kayaking)	yes	yes	no	€200
Kite surfing (over land)	yes	yes	no	€200
Kite surfing (over water)	no	no	no	standard
Manual labour (at ground level, no machinery or power tools)	yes	yes	no	standard
Martial arts (training only)	yes	yes	no	standard
Micro lighting	yes	yes	no	€400
Motorcycling (over 125cc - not racing)	yes	yes	no	€400
Motorcycling (under 125cc - not racing)	no	no	no	standard
Mountain biking (including downhill racing and extreme ground conditions)	yes	yes	no	standard
Mountain boarding	yes	yes	no	€400
Mud buggying	no	no	no	standard
Ostrich riding or racing	yes	yes	no	€400
Paintballing (wearing eye protection)	no	no	no	standard
Parachuting	yes	yes	no	€200
Paragliding	yes	yes	no	€200
Parapenting	yes	yes	no	€200
Parascending (over land or snow)	yes	yes	no	€200
Passenger (in private or small aircraft or helicopter)	no	no	no	standard
Quad biking	yes	yes	no	€400
Rock climbing (not mountaineering)	yes	yes	no	€400
Rock scrambling	yes	yes	no	€400
Rowing	no	no	no	standard
Rugby	yes	yes	no	€200
Sand yachting	yes	yes	no	€200
Scuba diving (qualified, maximum depth 40 metres) under 14 days	yes	yes	no	standard
Scuba diving (qualified, maximum depth 50 metres) under 14 days	yes	yes	no	€400
Scuba diving (unqualified, maximum depth 30 metres) under 14 days	yes	yes	no	standard
Sea canoeing	yes	yes	no	standard
Sea kayaking	yes	yes	no	standard
Shark diving (inside cage)	yes	yes	no	€200
Sky diving	yes	yes	no	€200
Snowmobiling	no	no	no	standard
Tall-ship crewing	yes	yes	no	€200
Target rifle shooting	no	no	no	standard
Tree top walking	no	no	no	standard
Wadi bashing	no	no	no	standard
White or black water rafting (grades 5 to 6)	yes	yes	no	€200
Yachting (racing or crew) outside territorial waters	yes	yes	no	€200
Zip lining	no	no	no	€200
Zorbing	yes	yes	no	standard

Data Protection

We will need to obtain personal information from You to provide You with the policy of insurance.

This means any information obtained from You in connection with this policy provided to You by us (or our subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation.

We use Your personal data in the following ways:

- to provide You with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to our agents who provide services on Your behalf under the policy;
- to confirm, maintain, update and improve our customer records;
- to identify and market products and services that may be of interest to You, (subject to Your prior consent);
- to analyse and develop our relationship with You;
- to help in processing any applications You may make;
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by us and/or any sectorial organisation in Europe.

Where You have given Your consent, We may share some of Your personal information with our partner companies or companies within our group so that they can provide You with information about other products, services and promotions that may be of interest to You by letter, telephone, SMS or e-mail.

We will only disclose Your personal information to third parties if:

- it is necessary for the performance of Your policy of insurance with us;
- You have given Your consent, including marketing consent; or
- such disclosure is required or permitted by law.

You can change Your mind about Your marketing consent at any time by contacting our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway. Or email: DPO.IRELAND@mapfre.com

We disclose Your personal information to third parties where:

- it is necessary for the performance of Your insurance policy;
- if You have given Your consent; or
- if such disclosure is required or permitted by law.

We deal with third parties that We trust to treat our customers' personal information with the same stringent controls that We apply ourselves.

Some of the personal information required from You is sensitive information such as details of any current or past medical conditions for You and Your fellow travellers on the policy. This is a 'special category of information' under Data Protection legislation. We will not use sensitive information about You except for the specific purpose for which You provide it including enabling us to quote for Your policy cover, to confirm policy cover and to provide the services described in the policy. You must ensure that You only provide sensitive information about other people identified on the insurance policy where You have their consent or the legal right to disclose their personal information, including their sensitive personal information.

To assist with fraud prevention and detection We may:

- share information about You across our group, with other insurers and, where We are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies
- pass Your details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers
- check Your details with fraud prevention agencies and, if You give us false or inaccurate information and We suspect fraud, We will record this with the fraud prevention agency and other organisations may also use and search these records to:
 - a) help make decisions about credit and credit related services for You and members of Your household;
 - b) help make decisions on motor, household, credit, life and other insurance proposals and claims for You and members of Your household;
 - c) trace debtors, recover debt, prevent fraud and to manage Your insurance policies;
 - d) check Your identity to prevent money laundering;
 - e) undertake credit searches and additional fraud searches.

You are entitled on request to receive a copy of the personal information We hold about You. This will be information that You have given us during Your policy. We do not hold any information relating to Your credit status. If You would like a copy of Your information, please contact our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway. Or email: DPO.IRELAND@mapfre.com

We are hereby released from any liability for any claim if You refuse disclosure of the data to a third party, which in turn prevents us from providing cover under this policy.

You agree We will store the Personal Data according to Data Protection legislation.

You agree that if You travel outside the European Economic Area ("EEA"), it may be necessary for us to transfer Your data outside of the EEA in order to fulfil our obligations to You in the provision of the services under the terms of this policy. The fulfilment of our obligations may include sharing Your data with our service providers whom We may engage to ensure the provision of those services to You. We undertake not to transfer Your data outside of the EEA or share Your data with our service providers for any other reason than the fulfilment of our obligations under the terms of this policy. You have provided Your consent for such transfer and sharing of data. Further details of how data is shared outside the EEA can be found in our Privacy policy on our website.

We keep records of any transactions You enter with us or our partner companies for up to six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with our legal and regulatory requirements.

We may keep other personal information about You if it is necessary for us to do so to comply with the law.

Claims Procedure

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

Then telephone Our Claims Helpline on 091 501612 to obtain a Claim Form, giving Your name and insurance reference number, and brief details of Your claim.

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

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

To obtain a Claim Form please contact:

'CORNMARKE Travel Insurance' on Phone: 091 501612

To obtain a claim form in respect of claims made under Section 9 of this Policy please contact:

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

The telephone number to call is +44 (0)844 770 9000.

Please note, to register a new claim or to query an existing claim, please call Monday-Friday 9am – 5pm.
An Emergency Assistance Line is open 24 hours a day, 365 days a year.

All telephone calls may be recorded and/or monitored.

PLEASE NOTE

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

Depending on the type of claim, please complete (in full) the relevant Claim Form and forward it together with all accompanying documentation required on Your Claim to MAPFRE ASSISTANCE Agency Ireland. For Your convenience, some of the additional information/documentation that may be required are outlined below:

Personal Luggage

Forward full particulars of property lost or damaged, including bills/invoices to support values or paid invoices for the cost of repairs. For loss or theft claims, a police report / airline property irregularity report must also be forwarded.

Money

Forward full details together with the Police Report and substantiation of the ownership of the money.

Medical

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

Cancellation

Provide the reason for cancellation supported by the booking invoice (from the tour operator) cancellation invoice (from the tour operator) and medical certificate / death certificate where appropriate.

Curtailement

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

Personal Accident

Forward full details of accident or Bodily Injury.

Public Liability

See conditions under the relevant Sections contained in this Policy.

Delay/Missed Departure/Abandonment

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

Legal Expenses

Forward full details of accident or Bodily Injury.