

# Annual Travel Insurance

Policy Document





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# Welcome

The Policy details the extent of cover for each of the sections chosen by you, the Insured, and the policy conditions and exceptions. It is evidence of a contract between you and Zurich Insurance plc.

The Schedule, which is part of your policy, includes details such as the insured persons, the period of insurance and operative sections and clauses.

The Proposal and declaration signed by you is the basis of the contract.

The Policy, the Schedule and any Endorsement are to be read as one document. Any word or expression to which a specific meaning has been given shall have the same meaning wherever it appears.

Under the relevant European and Irish Legal provisions, the parties to this contract of insurance, we, Zurich Insurance plc and you, the Insured, are free to choose the law applicable to the contract. We propose that this contract is governed by Irish Law.

Zurich Insurance plc  
Registered Office: Zurich House, Ballsbridge Park, Dublin 4.

# Understanding your Insurance

The Insurance applies to all persons named in the Proposal for whom premiums have been paid.

All monies which become or may become due and payable under this insurance shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

We recommend that you read these documents now to ensure that they provide the cover you require and keep them in a safe place. If you are unsure on any aspect of this policy please do not hesitate to contact your Insurance Broker or alternatively Zurich Insurance plc.

Should you at any time be dissatisfied with our service, a complaint procedure is provided on page 24, which includes full details of our participation in the Insurance Ombudsman Scheme.

Whilst offering you peace of mind, we look forward to providing you with the highest level of service.

## Claims Notification Period

Please note that all claims must be notified to Zurich no later than 10 working days, after your return to Ireland or in the case of claims arriving out of cancellation within 24 hours of the occurrence.

Please refer to the Settlement of Claims Section of this policy and familiarise yourself with your obligations as failure to comply with the policy conditions could result in your claim being refused.

## General Definitions

Certain words in the Policy have special meanings. These meanings are given below. To help **you** identify these words in the Policy **we** have printed them in **bold** throughout.

**Accident/Accidental** means a sudden unexpected, unusual, specific event, which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which **you** are travelling.

**Bodily Injury** means identifiable physical injury which:

1. is sustained by **you** during the **insured journey**
2. is caused by an **accident**
3. solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions **your** death or disablement within 12 months from the date of the **accident**.

**Close Relative** means mother, father, sister, brother, aunt, uncle, wife, husband, partner (in this instance refers to either member of a couple in a relationship), fiancé, fiancée, daughter, son, grandparent, grandchild, parent-in-law, son in-law, daughter in-law, brother in-law, sister in-law, step-parent, step-child, step-brother, step-sister.

**Departure Date** The date on which **you** intend to commence the **insured journey** from the Republic of Ireland or Northern Ireland.

**Excess** means the monetary amount of any claim, which is not insured.

**Hazardous Activity** means aqualung diving, bungee jumping, flying other than as a passenger in a fully licensed passenger aircraft, football other than association football (soccer) as an amateur, meaning a person who receives no financial gain from, or payment for, participation in that sport other than the reimbursement of reasonable travel and other out of pocket expenses, hang gliding, hunting on horseback, manual work of any kind undertaken by **you** during the **insured journey**, motorcycling as a rider or passenger, mountaineering or cliff or rock climbing, parachuting, potholing, racing or competitions other than on foot or while swimming or sailing on inland or territorial waters, professional sports and winter sports or the use of dry slopes unless the appropriate additional premium has been paid (subject to a maximum of 17 days in any one period of insurance).

**Hijack** means the unlawful seizure of the aircraft in which **you** intend to travel.

**Insured Journey** means from the time **you** leave **your** residence in the Republic of Ireland on the scheduled **departure date** to the time that **you** return to **your** residence in the Republic of Ireland on **your** scheduled **return date**. In any event not exceeding 24 hours after **your** arrival back in the Republic of Ireland. If due to medical emergency (occurring outside Ireland), **hijacking** or delay or interruption of transport services **you** are unable to complete the **insured journey** by the **return date** this policy will be automatically extended for as long as is reasonably necessary to allow **you** or any person shown in the schedule as the insured person to return to **your** residence in the Republic of Ireland.

**Loss of Limb** means the 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 and irredeemable **loss of sight** of one or both eyes.

**Permanent Total Disablement** shall mean total inability to attend to any occupation or profession which, 52 weeks after the injury, is proved to **our** satisfaction to be permanent.

**Personal Baggage** means clothing and personal effects worn or carried by **you**, trunks, suitcases and like receptacles.

**Personal Money** means bank and currency notes, cash, cheques, postal and money orders, current postage stamps, travellers' cheques, coupons or vouchers which have a monetary value, passport, and travel tickets, all held for **your** private purposes.

**Redundancy** means made redundant after a minimum period of 12 months continuous full time employment with the same employer.

**Return Date** means the date on which **you** intend to arrive home in the Republic of Ireland at the end of the **insured journey**.

**We/Our/Us** Zurich Insurance plc.

**You/Your** Any person travelling on the **insured journey** whose name appears in the schedule as the Insured Person/Persons.

## Emergency Medical Assistance

In association with Ireland Assist, one of the world's leading assistance companies, a 24 Hour Emergency Helpline is available to **you**. In the event of a serious medical emergency during the **insured journey** i.e. any serious **accident** or illness abroad, requiring in-patient hospitalisation, extended treatment or alteration to travel arrangements, **you** must immediately contact +353 1 2073034.

When contacting the Emergency Helpline, the following information is required:

1. The name, address, telephone and fax number at which **you** may be contacted.
2. The name and telephone number of the doctor and/or hospital attending to the sick or injured person.
3. The type of assistance required.

Failure to contact Ireland Assist and/or failure to act in accordance with their instructions could prejudice **your** claim.

# Section 1: Personal Accident

If during the **insured journey, accidental bodily injury** is sustained which, within 12 calendar months from the date of the **accident** is the sole cause of death or disability, **we** will pay **you** the appropriate benefit:

Accident	Benefit
<b>Death</b>	€32,000
<b>Loss of one or more limbs</b> or the total and irrecoverable <b>loss of sight</b> in one or both eyes	€32,000
<b>Permanent Total Disablement</b> , other than by <b>loss of limb</b> or eye, from gainful employment of any and every kind.	€32,000

## Exclusions Under Section 1

**We** shall not be liable for:

- any benefits where **bodily injury**, death or disablement is the result of, or is contributed by:
  - pregnancy, if **you** are within two months of the expected date of delivery on **departure date**
  - having taken a drug unless it was taken on proper medical advice and not for treatment of drug addiction
  - engaging in, or practising for **hazardous activities** as outlined in this policy
  - committing or attempting to commit suicide
  - an injury which existed prior to the commencement of the trip
  - the effects of alcohol
- any benefit if **you** are travelling:
  - against the advice of a Medical Practitioner
  - after having received a terminal prognosis from a Medical Practitioner
  - for the purpose of obtaining medical treatment
  - while waiting for in-patient treatment
- any claim or loss specified under General Exclusions.

## Section 2: Cancellation & Curtailment

**We** will reimburse **you** for irrecoverable travel and accommodation charges, less insurance premium and excursion costs pre-booked and prepaid in Ireland, should **you** necessarily have to cancel the **insured journey** before commencement or curtail it by returning home before completion for any of the following reasons:

1. the **accidental bodily injury**, illness or death of **you** or the person with whom **you** had arranged to travel
2. the **accidental bodily injury**, illness or death of a **close relative**
3. the **accidental bodily injury**, illness or death of any person with whom **you** had arranged temporarily to reside during the period of insurance
4. compulsory quarantine, **redundancy**, jury service or attendance solely as a witness at a court of law in Ireland of **you** or any person with whom **you** had arranged to travel
5. fire or burglary at **your** home rendering it uninhabitable ten days or less prior to departure

**Please note:** Excluding excursion costs pre-booked and prepaid in Ireland, the most **we** will pay under this section for all affected insured persons, in respect of any one **insured journey**, is €4,000.

The most **we** will pay for excursion costs pre-booked and prepaid in Ireland, which are not recoverable from any other source, for all affected insured persons, in respect of any one **insured journey**, is €650.

Curtailment claims shall be paid on a proportionate basis only. The curtailment period shall be dated from arrival back in Ireland. Repatriation costs must be agreed in advance with Ireland Assist (+353 1 2073034).

### Exclusions Under Section 2

1. **We** shall not be liable for the first €50 of each insured person's claim.
2. Any claim for Cancellation following delay of ship or aircraft if:
  - **you** fail to check in according to the itinerary supplied, unless such failure was due to strike or industrial action
  - the delay is due to the withdrawal from service temporarily or permanently of any ship or aircraft on the orders or recommendation of any Port Authority or the Air Navigation Services Office or any similar body in any country.
3. Any claim for Cancellation and Curtailment necessitated by:
  - pregnancy, unless the pregnancy involves an unforeseen medical complication arising more than two months before the expected date of delivery

- industrial action or strikes which existed, or of which advance warning had been given, on or before the date which this insurance was accepted and/or before the date that each **insured journey** commences
  - **redundancy** notified to **you**, or of which warning had been given, prior to the date on which this insurance was accepted and/or before the date that each **insured journey** commences.
4. Any claim if **you** are travelling:
    - against the advice of a Medical Practitioner
    - having received a terminal prognosis from a Medical Practitioner
    - for the purpose of obtaining medical treatment
    - while waiting for in-patient treatment.
  5. Any claim which results from a chronic illness which has necessitated attending a consultant or hospitalisation of **you** or any person shown in the schedule as the insured person or anyone else upon whose health the trip depends during the 12 month period prior to the Policy being taken out or at renewal, unless accepted by **us**.
  6. Any claim arising out of **bodily injury**, death or disablement caused to, or contributed to by:
    - pregnancy, if **you** are within two months of the expected date of delivery on **departure date**
    - having taken a drug unless it was taken on proper medical advice and not for treatment of drug addiction
    - engaging in, or practising for, **hazardous activities** as defined in this policy
    - committing or attempting to commit suicide
    - an injury which existed prior to the commencement of the trip.
  7. Disinclination to travel or remain on holidays for financial circumstances.
  8. Any claim for loss of deposits and advance payments where such costs form part of a timeshare or similar agreement.
  9. Any claim for Cancellation arising from the failure to notify the Claim Settlement Services immediately of any reason why **you** suspect that the **insured journey** may be cancelled. Any occurrence likely to cause Cancellation must be advised to the Claim Settlement Services within 24 hours of the occurrence becoming apparent.
  10. Any claim or loss specified under General Exclusions.

## Section 3: Emergency Medical Expenses

**We** will provide compensation up to a limit of €2,500,000 should **you** suffer **accidental bodily injury** or illness (including compulsory quarantine) during the **insured journey** outside Ireland for:

1. emergency medical and surgical treatment. Claims for emergency dental treatment (for the relief of pain only) shall be limited to €450
2. reasonable and necessary additional accommodation and travelling expenses, including those of one relative or friend if **you** have to be accompanied home on medical advice or if **you** are a child and require an escort home up to a maximum limit of €1,275
3. the cost of transporting the remains or ashes of an insured person to former place of residence in Ireland, or funeral expenses incurred abroad, limited in either case to €4,000
4. the cost of chartering of air ambulances certified by a doctor and authorised by **us** to be necessary for the repatriation or treatment in the event of **you** being seriously ill or injured.

The most **we** will pay for any one claim or series of claims arising out of one accident is €10,000,000.

## Section 4: Additional Hospital Benefits

The amount payable under this Section is in addition to any amount payable in Section 3.

**We** will pay €25 per day for each completed 24 hours that **you** spend in hospital as an in-patient outside Ireland as the result of **you** becoming ill or sustaining injury during the period of insurance, up to the limit of €1,275

- Please note:**
- Before a claim for emergency expenses can be submitted under section 3 and 4, **you** must contact Ireland Assist (+353 1 2073034).
  - All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.
  - Section 3 and 4 does not apply to Medical Expenses incurred within Ireland.

### Exclusions Under Sections 3 & 4

1. **We** shall not be liable for the first €50 of each insured person's claim.
2. Any injury or illness sustained whilst under the influence of or wholly/partly due to the effects of intoxicating liquor or drugs, other than drugs taken in accordance with treatment prescribed and directed by a qualified registered Medical Practitioner, but not for the treatment for drug addiction, self inflicted injury or exposure to exceptional danger (except saving human life) or any form of mental illness, depression, anxiety or allergy. The exclusion of depression, anxiety or allergy shall not apply in respect of medical or hospital expenses incurred after the commencement of the travel.
3. Any medical or hospital fees incurred and/or medical requisites prescribed in Ireland.
4. Any claim arising, consequent upon pregnancy within two months of the expected date of delivery.
5. Non-essential treatment or surgery or the additional costs arising from private room accommodation except where medically necessary.
6. Non-emergency dental or ophthalmic medical expenses.
7. Any medical condition which has not been disclosed in advance, to be acknowledged by **us** as acceptable.
8. Any claim if **you** are travelling:
  - against the advice of a Medical Practitioner
  - having received a terminal prognosis from a Medical Practitioner
  - for the purpose of obtaining medical treatment
  - while waiting for in-patient treatment.
9. Any claim which is a result of, or is contributed to by:
  - **you** engaging in, or practising for, **hazardous activities** as defined in this policy.
10. Any claim or loss specified under General Exclusions.

# Section 5: Personal Baggage

## Personal Baggage

1. **We** will compensate **you** up to a limit of €2,500 for loss of baggage or damage to **personal baggage** occurring during the **insured journey** by **accident** or misfortune. **Our** liability for insured articles or set of articles shall be limited to €250. If the loss or damage occurs in transit it should be notified to the carriers within 24 hours of discovery. In the case of an airline, a Property Irregularity Report must be obtained. Otherwise a police report must be obtained.
2. **We** will compensate **you** up to a limit of €400 in all per insured person for valuables such as cameras, photographic equipment, mobile phones, radios, cassettes, videos, telescopes and binoculars, antiques, jewellery, watches, furs, precious and semi precious metals or stones and articles made of or containing gold, silver or other precious metals.

## Delayed Baggage

3. **We** will compensate **you** for the cost of purchase of necessities up to €250 in all should baggage be delayed or lost on the, outward journey for more than 24 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc.). For delays between 12 to 24 hours the limit is €125.

**Please note:** Any amount **we** pay **you** under **Delayed Baggage** will be refunded to **us** if **your personal baggage** proves to be permanently lost. Receipts will be necessary in the event of a claim.

## Exclusions Under Section 5

**We** shall not be liable for:

1. damage due to moths, vermin, wear and tear and gradual deterioration, mechanical or electrical breakdown or derangement or loss arising from confiscation or detention by Customs or other Authority
2. delay, confiscation or detention by order of any government, public or police authority
3. loss not reported to Police within 24 hours and for which a Police Report has not been obtained
4. any shortages due to error, omission or depreciation in value
5. loss or damage due to any process of cleaning, dyeing, repairing, or restoring
6. for any **personal baggage**, which is lost, damaged, stolen or destroyed while being shipped as freight or under a bill of lading
7. more than €250 in respect of any one item
8. damage or loss to bicycles, contact or corneal lenses, spectacles, dentures, or damage to fragile articles and loss of or damage to unattended baggage
9. any claim or loss specified under General Exclusions
10. the first €50 of each Insured Person's claim.

## Section 6: Missed Departure

**We** will provide **you** up to €400 necessary hotel and travelling expenses incurred in reaching **your** booked destination, if the car **you** are travelling in breaks down or is involved in an **accident** or the public transport being used is delayed, resulting in **you** arriving too late to commence **your** booked journey from or to Ireland.

### Exclusions Under Section 6

**We** shall not be liable:

1. when sufficient time has not been allowed for **your** journey
2. if **you** are not proceeding directly to the departure point
3. for any claim or loss specified under General Exclusions.

## Section 7: Travel Delay

**We** will provide **you**:

1. with a benefit of up to €250 for additional travel, accommodation, meals or refreshment costs incurred to reach **your** booked destination  
or
2. up to the amount under the Cancellation Section of this policy (less €50 **excess**) if **you** abandon the trip after the first full 12 hours

If **your** outward or return flights, sea crossing or train departure to or from the Republic of Ireland or Northern Ireland are delayed for more than 12 hours beyond the intended departure time (as specified on **your** travel ticket) as a result of:

- strike or industrial action (provided there was no reasonable expectation that the **insured journey** would be affected by such cause)
- adverse weather conditions
- mechanical breakdown or technical fault of the aircraft, train or sea vessel.

### Exclusions Under Section 7

**We** shall not be liable:

1. when **you** do not obtain written confirmation from the airline, shipping or train company stating the period and the reason for the delay
2. when the delay is due to the withdrawal from service temporarily or permanently of any ship or aircraft on the orders or recommendation of any Port Authority or the Air Navigation Services Office or any similar body in any country
3. for any claim or loss specified under General Exclusions.

## Section 8: Legal Expenses

**We** will pay legal costs and expenses up to €13,000 incurred by **you** in the pursuit of compensation and/or damages against a third party arising from or out of personal injury or death of any insured person occurring during the period of insurance.

### Exclusions Under Section 8

**We** shall not be liable for:

1. the first €250 of each insured person's claim
2. legal expenses incurred without **our** written consent (which shall not be unreasonably withheld)
3. actions against travel agents, tour operators, underwriters or their agents, or **your** spouse or family
4. actions against any person with whom **you** had arranged to travel
5. any claim which is not reported immediately and/or written notice of the incident giving rise to such a claim which is not provided to **us** more than 30 working days after **your** return home to Ireland
6. any claim where in **our** opinion there is insufficient prospect of success in obtaining a reasonable financial benefit
7. any claim or loss specified under General Exclusions.

**We** reserve the right to withdraw at any stage and thereafter shall not be liable for any future expenses. **We** have complete control over all negotiations and legal proceedings. **You** reserve the right to appoint a solicitor of your own choosing.

## Section 9: Personal Liability

**We** will indemnify **you** in respect of any amount which **you** become legally liable to pay as compensation for an **accident** occurring during an **insured journey** which results in:

1. **accidental bodily injury** to a person who is not a member of **your** family or household or employed by **you**
2. loss of or damage to any property which does not belong to, is not in the charge of, and is not in the control of **you**, or any member of **your** family, household or employee
3. damage to **your** temporary holiday accommodation that does not belong to **you**, or any member of **your** family, household or employee.

The most **we** will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by **us** in writing.

### Exclusions Under Section 9

1. **We** shall not be liable for the first €350 for each insured person's claim.
2. Fines imposed by a Court of Law or other relevant bodies.
3. Anything caused directly or indirectly by:
  - (a) Liability which **you** are responsible for, because of an agreement that was made
  - (b) Injury, loss or damage arising from:
    - ownership or use of aircraft, horse-drawn or mechanical/motorised, animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport)
    - the occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings
    - the carrying out of any trade or profession
    - racing of any kind
    - any deliberate act
    - liability covered under any other insurance policy
4. Any claim or loss specified under General Exclusions.

In the event of a claim under this Section **you** should send to **us** immediately any notification, writ, summons or other legal process and shall give all necessary information and assistance to enable **us** to negotiate the claim or to institute proceedings. **You** should not admit, deny, negotiate or settle a claim without **our** written consent. **We** are entitled to take the benefits of **your** rights against another person before or after **we** have paid a claim, and to take over the defence or settlement of a claim against **you** by another person.

## Section 10: Personal Money & Credit Cards

**We** will compensate **you**:

1. up to a limit of €300 for loss or theft of **personal money** during the **insured journey** or the 72 hours immediately preceding the commencement of the **insured journey**
2. up to a limit of €600 for financial loss solely as a result of a credit card being stolen or lost and the subsequent unauthorised use by any person other than **you**.

### Exclusions Under Section 10

1. **We** shall not be liable for the first €50 of each insured person's claim.
2. Loss not reported to Police within 24 hours of discovery and for which a Police Report has not been obtained and also any loss of Credit Card not reported to the issuing company within 24 hours.
3. Loss of money not carried on the person or kept in a locked security safe.
4. Shortages due to error or omission or depreciation in value.
5. Confiscation or detention by customs or other officials.
6. Liability following breach of the terms and conditions of use of the Credit Card.
7. Any claim or loss specified under General Exclusions.

## Section 11: Loss Of Passport

**We** will compensate **you** up to a limit of €400 for reasonable costs in respect of necessary additional travelling and accommodation expenses incurred abroad enabling **you** to obtain a replacement passport lost or destroyed by **accident** whilst on the **insured journey**.

### Exclusions Under Section 11

1. **We** are not liable unless **you** have reported the loss to the Police and Consular representative of the relevant issuing country within 24 hours of discovery.
2. Any claim or loss specified under General Exclusions.

## Section 12: Hijack

**We** will pay the sum of €65 for each complete 24 hour period of delay up to a maximum of €650, if **you** are prevented from or delayed in reaching **your** scheduled destination as a result of the aircraft being **hijacked** on either the outward or return flight of the **insured journey**.

### Exclusions Under Section 12

**We** shall not be liable:

1. when **you** do not obtain written confirmation from the airline, shipping or train company stating the period and the reason for delay.

## Section 13: Optional Extension – Winter Sports

This cover only applies if shown on **your** Policy Schedule.

**We** will compensate **you** for:

1. **Unused Ski-pack:** Proportional return of the irrecoverable pre-booked cost of the lift pass, ski school, or equipment hire up to a limit of €325, following **your** injury or illness which prevents **you** from participating in skiing activities for the period medically certified
2. **Ski Hire:** Hire charges incurred by **you** following the loss or damage (including misdirection by the carrier resulting in delay of the arrival at the resort of at least 24 hours), of **your** ski equipment up to a limit of €325. **You** must report this nonarrival to the carrier immediately and obtain a written report
3. **Piste Closure:** In the event that, due to lack of snow in the pre-booked resort there is 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 €45 per day to enable **you** to travel to another resort, or pay **you** a benefit of €45 per day where no alternative resort is available up to a limit of €450. A written report must be obtained from the resort officials in confirmation of these events.

**Please note:** The cover under Section 13 operates from 1st December to 31st March inclusive. The duration of **insured journeys** undertaken in relation to winter sports cannot exceed 17 days in any one period of insurance.

### Exclusions Under Section 13

**We** shall not be liable for:

1. the first €50 of each insured person's claim
2. loss of or damage to ski equipment which **you** have hired unless a receipt from the hire shop confirming the loss or damage and the cost incurred is provided
3. loss or damage caused deliberately or where **you** have failed to exercise reasonable care
4. **you** deliberately partaking in unnecessary risk or life threatening situations unless in an effort to save human life
5. any claim arising out of ski-racing, ski jumping, snow boarding without a leash, heliskiing, ice hockey, off piste skiing unless accompanied by a qualified guide or instructor and the use of bobsleighs or skeletons
6. holidays not specifically arranged for the purpose of skiing and the pursuit of winter sports in the chosen destination
7. holidays arranged at a season unsuitable for the purpose of skiing and the pursuit of winter sports in the chosen destination
8. any claim or loss specified under General Exclusions.

# Policy Conditions

## Geographical Limits

This policy includes worldwide cover outside the Republic of Ireland.

## Age Limits

Family cover applies to **you** and **your** spouse (including partner), plus all of **your** dependent children under the age of 23 years in full time education, unmarried, all permanently residing with **you**. **Your** unmarried dependent children are only covered when travelling with an adult insured under this policy.

## Duration of Trips

The maximum duration of any **insured journey** is 31 days and the policy will only provide cover for up to 90 days during the period of insurance. The duration of **insured journeys** undertaken in relation to winter sports cannot exceed 17 days in any one period of insurance.

## Pre-Existing Medical Condition

**We** will not pay any claim which results from a chronic illness which has necessitated referral to a consultant or hospitalisation of **you** or any person shown in the schedule as the insured or anyone else upon whose health the trip depends during the 12 month period prior to the Policy being taken out or at renewal, unless accepted by **us**.

## Premium alterations

If an alteration to the Policy results in an additional premium due to **Us** or a refund premium due to **You**, **We** will only charge or refund such premium provided the amount involved is greater than or equal to €10.

# Settlement of Claims

## Conditions which apply are as follows:

**You** must take reasonable care to avoid or minimise any loss, damage or expense. **You** must also make every effort to recover any property that has been lost.

## Claims Notification

In the event of a serious medical emergency during the **insured journey**, i.e. any serious **accident** or illness abroad, requiring inpatient hospitalisation, extended treatment or alteration to travel arrangements, **you** must immediately contact +353 1 2073034.

### *Policy Conditions Continued...*

In the event of any other loss or occurrence other than Cancellation which may give rise to a claim, written notice should be given to the appropriate Claims Settlement Service not later than 10 working days, after **your** return to Ireland or in the case of claims arising out of Cancellation within 24 hours of the occurrence becoming apparent, supplying full information of the time, place, extent and circumstances. All certificates, accounts, receipts, information and evidence required by the Claims Settlement Service shall be furnished in such form as may be required and at **your** expense.

Claims Settlement Service: Ireland Assist  
Ireland Assist House  
22-26 Prospect Hill  
Galway  
  
Telephone: (01) 2880073  
Fax: (01) 2880074

## Evidence Required

It is essential that written notice is provided with the following details as appropriate:

### Cancellation

**You** must provide reasons for cancellation supported by booking invoice/receipt, cancellation invoice and medical certificate where applicable.

### Curtailement

**You** must provide reasons for curtailment supported by medical certificate where applicable confirming that curtailment of the journey was necessary.

### Medical Expenses

**You** must provide details of illness or injury together with original receipts or accounts for expenses incurred.

### Personal Accident

**You** must provide full details of **accident** or injury.

### Personal Baggage

**You** must provide full particulars of property lost, stolen or damaged supported by bills in evidence of values or accounts for cost of repairs. For loss and theft claims a Police Report is also required.

*Policy Conditions Continued...*

Any **personal baggage** lost whilst in the custody of an airline or other carrier must within 24 hours of the loss be reported to the carrier and a Property Irregularity Report obtained. Money losses must be reported to the police within 24 hours of discovery and a Police Report obtained.

## Money and Documents

**You** must provide full details together with Police Report.

## Loss of Passport

**You** must provide Police Report with original accounts or receipts for expenses incurred.

## Delay/Missed Departure

**You** must provide written confirmation of the duration and cause of the delay from the carrier. For vehicle breakdown a repairs report is required.

## Personal Liability

**You** must provide **us** immediately with notification, writ, summons or other legal process and all necessary information and assistance to enable **us** to negotiate the claim or to institute proceedings. **You** should not negotiate, pay, settle, admit or repudiate any claim without **our** written consent.

## Legal Expenses

**You** must provide full details of **accident** or injury.

**Please Note:** **You** must produce at **your** own expense all the detailed particulars and evidence relating to the event and amount of the loss, damage or expense. In the event of an **accident** or illness claim, a medical adviser or advisers may be appointed by **us** if considered necessary to examine **you**.

## Other Insurance

If any claim covered by this Policy is also covered by any other policy of insurance whether effected by **you** or not (excluding claims under Section 1 – Personal Accident) **we** shall not be liable to pay more than a rateable proportion.

## Fraud

If **you** make a claim knowing that the claim is false or fraudulent as regards amount or otherwise, this Policy shall become void and all claims shall be forfeited.

## Subrogation Rights

**We** are entitled to take over the defence and settlement of any claim or to pursue any claim in the name of persons shown in the schedule for **our** own benefit. **We** have full discretion in the conduct of any proceedings and the settlement of any claim.

# General Exclusions

1. Claims arising from Winter Sports (unless Optional Extension – Winter Sports was selected), mountaineering, manual work, rock climbing, sports tours and motor competitions, motor sport, pot holing, underwater activities, hang-gliding, sail boarding or other **hazardous activity**.
2. Claims arising whilst engaged in or taking part in aeronautics or aviation other than as a passenger on a recognised airline and use of all motorised two or three wheeled vehicles including motorcycling as a driver or passenger.
3. Claims consequent upon venereal or any other sexually transmissible disease, A.I.D.S., or Aids Related Complex (A.R.C.).
4. **We** shall not be liable for:
  - Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
5. Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, military or usurped power.
6. **We** will not pay any claim which results from a chronic illness which has necessitated attending a consultant or hospitalisation of **you** or any person shown in the schedule as the Insured Persons during the 12 month period prior to the Policy being taken out, or at renewal, unless accepted by **us**.
7. If the **insured journey** is delayed, cancelled or curtailed as either a direct or indirect result of the failure of any computer hardware, software or other electrical equipment (whether or not owned by **you**) to recognise or process any data concerning a date as being such calendar date as the data intended to represent. This exclusion does not apply to claims made under Personal Accident and Emergency Medical Expenses.

8. Any benefit if **you** are travelling:

- against the advice of a Medical Practitioner
- after having received a terminal prognosis from a Medical Practitioner
- for the purpose of obtaining medical treatment
- while waiting for in-patient treatment.

9. Terrorism Exclusion

**We** will not cover any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism is also excluded.

If **we** allege that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **you**.

# Complaints Procedure

At Zurich, **we** care about **our** customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that **you** have cause for complaint, either in relation to **your** policy or any aspect regarding the standard of **our** service, please see the steps outlined below.

- If **you** have arranged **your** policy with Zurich through a Broker, **you** should firstly direct **your** complaint to the Broker with whom **you** arranged **your** policy.
- If the matter remains unresolved to **your** satisfaction you can contact Zurich at (01) 6670666 or alternatively you can write to the Customer Service Co-ordinator at Zurich Insurance, PO Box 78, Wexford, or by email to [customer-care@zurich.ie](mailto:customer-care@zurich.ie).
- If the complaint is still not resolved to **your** satisfaction, **you** can write to the Chief Executive Officer at the aforementioned address, or alternatively **you** may wish to contact:
  - (i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: [info@fspo.ie](mailto:info@fspo.ie). Website: [www.fspo.ie](http://www.fspo.ie).
  - (ii) The Central Bank of Ireland, P.O. Box 559, Dublin 1. Lo-Call: 1890 77 77 77 or +353 (0) 1 224 5800.
  - (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

**Your** right to take legal action is not affected by following any of the above procedures.

# Data Protection

Zurich Insurance plc ('Zurich', '**we**', '**our**', '**us**') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this section, '**you**' or '**your**' shall mean, **you**, the policyholder, or any other person entitled to indemnity under this policy of insurance.

## About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of **our** business activities, **we** will collect, store and process personal data about **you**. The purpose of this section is to give **you** some information about the collection and processing of your personal data. Further information can be obtained in **our** Privacy Policy which is available at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

## The Data we collect

Where appropriate, **we** may collect the following personal data ('Data') from and/or about **you**:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. **We** may also, in certain cases, receive sensitive information from which it may be possible to infer **your** trade union membership, religious or political beliefs (for example, if **you** are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that **you** have made, as well as financial, medical, health and other lawfully obtained information relevant to **your** claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see **our** Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

**We** require this Data in order to manage and administer **our** relationship with **you**, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil **our** contract with **you**/comply with **our** legal obligations.

**Note:** If **you** provide **us** with Data relating to another person **you** must first: (a) inform that person about the content of **our** Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

## Data collected from third parties

**We** may collect Data from third parties if **you** engage with **us** through a third party, for example through a broker or, in the case of a group scheme, through **your** employer. **We** may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

## What we do with your Data

**We** may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for **you**, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil **our** contract with **you** and comply with **our** legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about **you** with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check **your** details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
  - the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see [www.inslink.ie](http://www.inslink.ie))
  - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
  - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
  - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
  - the Companies Registration Office

The above list is not intended to be exhaustive (please see **our** Privacy Policy for more information).

In addition, **we** may check the Data **you** have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect **our** legitimate business interests and/or the legitimate interests of others.

## Sharing of Data

**We** may share **your** Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom **we** work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist **us** in carrying out business activities which are in **our** legitimate business interests and where such interests are not overridden by **your** interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, **we** ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for **you**.
- In order to comply with **our** legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of **our** or **our** Group's business (or any part of it).

For further information regarding the third parties that **we** may share Data with, please see **our** Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

In addition, information about claims (whether by **our** customers or third-parties) is collected by **us** when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help **us** identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation **you** have a right to know what information about **you** and **your** previous claims is held on InsuranceLink. If **you** wish to exercise this right then please contact us at the address below.

Finally, where **you** have consented to **our** doing so, **we** may share information that you provide to companies within the Group and with other companies that **we** establish commercial links with so **we** and they may contact **you** (by email, SMS, telephone or other appropriate means) in order to tell **you** about carefully selected products, services or offers that **we** believe will be of interest to you.

## Data Retention

The time periods for which **we** retain **your** Data depend on the purposes for which **we** use it. **We** will keep **your** Data for no longer than is required or legally permitted. Please see **our** Data Retention Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

## Automated Decision Making and Profiling

**You** have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning **you** or similarly significantly affects **you** other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with **you** (e.g. **your** policy of insurance);
2. Based on **your** explicit consent – which **you** may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where **we** base a decision on solely automated decision-making, **you** will always be entitled to have a person review the decision so that **you** can contest it and put **your** point of view and circumstances forward.

## Data subject rights

**You** have the following rights in relation to **your** Data which is held by **us**:

1. To ask for details of **your** Data held by **us**.
2. To ask for a copy of **your** Data.
3. To have any inaccurate or misleading Data rectified.
4. To have **your** Data erased.
5. To restrict the processing of **your** Data in certain circumstances.
6. To object to the processing of **your** Data.
7. To transfer **your** Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of **your** Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If **you** wish to exercise any of **your** rights in this regard a request must be submitted in writing to **our** Data Protection Officer (see contact details below). In order to protect **your** privacy, **you** may be asked to provide suitable proof of identification before **we** can process **your** request.

## Privacy Policy

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information **you** need to understand how **your** Data is used by **us** and should be reviewed in conjunction with **our** Privacy Policy which is available online at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

If **you** have any questions about **your** Data, **you** can contact **our** Data Protection Officer, using the contact details below.

- **Zurich Customer Services on 053 915 7775**
- **dataprotectionofficer@zurich.ie**
- **Data Protection Officer, Zurich Insurance plc, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.**

**Zurich Insurance plc**

Zurich Insurance, PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666 Fax: 01 667 0644

Website: [www.zurich.ie](http://www.zurich.ie)

Zurich Insurance plc is regulated by the  
Central Bank of Ireland.