



Erasmus Student Travel Insurance Policy Document

Insurer:

ACE European Group Limited trading as ACE Europe and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. Registered branch in Ireland no. 904967 at 5 George's Dock, IFSC, Dublin 1.

ACE European Group Limited (company number 1112892) is registered in England and Wales with registered offices at 100 Leadenhall Street, London EC3A 3BP.

ACE European Group Limited is a subsidiary of a US parent and ACE Limited, a NYSE listed company. Consequently, ACE European Group Limited is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Iran, Syria, North Korea, North Sudan and Cuba.

ACE Erasmus Insurance

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

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

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

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

If **You** have any questions please call **ACE** on 1800 200 035 from within **Ireland** or +353 (0)1 440 1765 from outside **Ireland** or e-mail: ace.travellR@acegroup.com.



James Duncan
Authorised Official

For ACE European Group Limited

Reciprocal Health Agreements

EEA

If **You** intend travelling to countries within the *European Economic Area* (all EU countries plus Iceland, Liechtenstein, and Norway) ACE advises **You** to obtain a European Health Insurance Card (EHIC) to take with **You** when **You** travel. For more information about the EHIC, contact your local Post Office or the Department of Health:

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

www.dohc.ie

Further information can be obtained on the government information website <http://www.citizensinformation.ie/en/> under the section Travel and Recreation – Travel Abroad

Travel Advice Unit of the Department of Foreign Affairs

The Travel Advice Unit of the Department of Foreign Affairs and the World Health Organisation (WHO) periodically issue guidelines about locations around the world and whether it is advisable to travel to, or within, such locations.

The **Person Insured** is strongly advised to contact the DFA's before travelling. Their contact details are;

Department of Foreign Affairs
80 St. Stephens Green
Dublin 2
Telephone: (01) 4780822
www.dfa.ie/home

THE INFORMATION YOU PROVIDE

- i. ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to ACE.
- ii. The information **You** provided when **You** took out **Your** Policy, together with other information **You** provide at any later date, will be used by ACE and its group companies to help them meet **Your** needs including supplying **You** with products and services **You** have requested, initially or at any later date, supplying **You** with information about additional products and services and improving their products and services, and the operations of the Web Site. ACE may disclose **Your** information to their service providers and agents for these purposes as well as any agents **You** have appointed to act on **Your** behalf. For these purposes ACE may, if necessary transfer **Your** information Abroad to countries which do not have the same level of data protection as Ireland. If ACE does make such a transfer, ACE will take reasonable steps to ensure that **Your** information is protected.
- iii. The information **You** provided to us is processed by us to confirm **Your** identity, process **Your** application or request and to record and cross reference particulars in the event of claim in insurance industry databases for fraud prevention purposes. In certain cases, this may involve the sharing of **Your** information with other insurance providers, third parties to process and administer **Your** claim, process **Your** payments or private investigators. Guidelines for sharing of information in this regard are contained in a Code of Practice on Data Protection for the Insurance Sector which has been approved by the Data Protection Commissioner.
- iv. Where **You** have provided information about another person in connection with the purchase and performance of this insurance Policy **You** confirm that they have appointed **You** to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information **Abroad**. **You** also agree to receive on their behalf any data protection notices from **ACE**.

ACE may:

- i. If **You** have given **ACE** permission to contact **You** by mail, telephone or e-mail to let **You** know about any goods services or promotions that may be of interest to **You** and/or share **Your** information with organisations that are **ACE**'s business partners.

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

Please phone on 1800 200 035 or +353 (0)1 440 1765, alternatively **You** can write to:

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

- ii. Monitor and/or record **Your** communication with them either itself or by reputable organisations selected by ACE, to ensure consistent servicing levels and account operation.
 - a) It may be necessary for **You** to provide additional information including sensitive personal data, for example details relating to **Your** health, in order that **ACE** can assess and pay any **Claims**.
 - b) **ACE** may only obtain this information or ask third parties such as independent medical examiners to obtain this information with **Your** express prior consent. By submitting a **Claim** **You** are expressly consenting to **ACE** obtaining and using such information to enable **ACE** to assess and pay such **Claim**.
 - c) **ACE** will not disclose any **Claims** details to any other third party without written permission from the Policyholder and/or claimant.
 - d) **ACE** will keep information about **You** only for so long as it is appropriate.

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

PART I

1.1 DEFINITIONS

The following words and phrases will always have the same special meaning wherever they appear in the Policy in bold type and starting with a capital letter. Additional Definitions appear in Sections 3, 6, 7 and 11.

<u>Word/Phrase</u>	<u>Special Meaning</u>
€	Euro(s)
Abroad	outside Ireland .
Accident	sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather conditions.
ACE; ACE's	ACE European Group Limited; of or pertaining to ACE European Group Limited.
ACE Assistance	a) the telephone advice, information and counselling services; and or b) the travel assistance and emergency medical and repatriation services,. Arranged by ACE.
Cancellation Costs	costs for unused travel and/or accommodation which You have paid or are contracted to pay and which cannot be recovered from any other source.
Chronic	a Chronic condition is a condition that, based on current medical understanding, can be treated but not cured.
Claim(s)	single loss or a series of losses Due To one cause covered by this Policy.
Curtailment Costs	reasonable additional travel and accommodation costs necessarily incurred in returning a Person Insured home provided that: <ul style="list-style-type: none"> a) such travel is of a standard no greater than the class of transport on the outbound journey; and b) the standard of accommodation is not superior to that of the Journey.
Doctor	A doctor or specialist, registered or licenced to practise medicine under the laws of the country in which they practise who is neither: <ul style="list-style-type: none"> i. a Person Insured; or ii. a relative of a Person Insured unless approved by ACE.
Due To	directly or indirectly caused by, arising or resulting from, in connection with.
Excess	the first part of any Claim which You must pay, as detailed below: <ul style="list-style-type: none"> a) Cancellation, Curtailment and Rearrangement, Personal Property, Money, Catastrophe €100 Medical and Additional Expenses €100
Hijack	the unlawful seizure or taking control of an aircraft or other means of transport in which You are travelling as a passenger.
Hijackers	the perpetrators of Hijack
Ireland; Irish	the island of Ireland and its islands except Northern Ireland; of or pertaining to Ireland
Journey	trip Abroad , devoted to academic study or Work , where travel begins and ends in Ireland .
OSG	OSG Travel Claims, Merrion Hall, Strand Road, Sandymount, Dublin 4.

- Partner**
- i. **Your** spouse; or
 - ii. **Your** civil partner registered pursuant to the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010; or
 - iii. **Your** cohabiting partner (as defined in the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010) i.e. an adult of the same or opposite sex who has lived with **You** in an intimate relationship for five years, or for two years where there is a child or children of the relationship; or
 - iv. someone of either sex with whom **You** have been living for at least three months as though they were **your** spouse or civil partner.

Period of Insurance period of cover as shown on the Policy Schedule commencing at 00.01 or any later time the Policy Schedule is issued on the earlier date shown and finishing at 24.00 on the final day of the period shown as For up to: or on the date of return to **Ireland** (other than under Part 1.4C below), whichever is earlier.

Dates refer to Local Standard Time at **Your** address as shown in the Policy Schedule.

Public Conveyance air, land or water vehicle operated under licence for the transport of fare-paying passengers.

Rearrangement Costs reasonable additional travel and accommodation costs necessarily incurred in returning a **Person Insured** home provided that:

- a) such travel is of a standard no greater than the class of transport on the outbound journey; and
- b) the standard of accommodation is not superior to that of the **Journey**.

War armed conflict between nations, invasion, act of foreign enemy, civil war, rebellion, revolution, insurrection or military or usurped power.

Work any work, including work placements, incidental work and work experience, involving any of the following non-manual or light manual work, paid or unpaid:

All non-manual work

Any professional, clerical or administrative work

All Study

Any study course or programme

Childcare

Au pair

Nanny

Child minder

Education

Classroom Teacher

Classroom or Laboratory assistant

Field work

Research

Entertainment (not covered if **Your** livelihood currently or after **Your Journey** is dependent on **You** being able to work in entertainment)

Musician and singer

Comedian

Children's Entertainer

Farming and Agriculture

Farm work (not involving the use of machinery)

Fruit picking (not involving the use of machinery)

Food and drink

Chef

Kitchen assistant

Bar work

Waiting / waitressing

Health and beauty

Gym, fitness, or dance instructor
Hairdresser
Beautician / body treatments
Reflexology / aromatherapy
Physiotherapy

Sports and activities

Sports coach (all **General Sports and Recreational Activities, Hazardous Activities** other than scuba diving, and rugby) – (not covered if **Your** livelihood currently or after **Your Journey** is dependent on **You** being able to participate in sport)
Trekking guide (excluding the use of ropes and other climbing equipment)

Tourism

Guides or Tour leaders
Representatives
Salesmen / saleswomen
Interpreters
Counsellors
Museum worker
Summer camp worker
National and/or theme park worker

Vocational

Conservation work (including wildlife) unless involving the following animals: snakes; crocodiles; elephants; lions; hippopotamuses; sharks.
Community work (including supervised construction duties, but excluding the use of plant, machinery or power tools)
Volunteer work (including supervised construction duties, but excluding the use of plant, machinery or power tools)
Caring / nursing (excluding the administering of drugs or medicine) Fund raising and charity work

Other occupations

Photographer (studio only)
Artist
Cleaner (domestic and light work only)
Market researcher (including surveys and census-taking)

Europe

Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, the Channel Islands (unless **You** are resident in the Channel Islands), Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Northern and Southern Cyprus), Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), San Marino, Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom and Vatican City .
Albania, although in Europe, is excluded. If **You** wish to visit Albania **You** need to choose Worldwide cover.

1.2 JOURNEYS COVERED

This Erasmus Insurance Policy covers a single **Journey** only, during the **Period of Insurance**.

1.3 PERSONS INSURED

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

You must be:

- i. a resident of **Ireland**; and
- ii. aged at least 18, but under 45 years on the date **You** purchase cover.

1.4 WHEN COVER OPERATES FOR A JOURNEY

- i. Insurance cover for Cancellation under **Part III Section 1 – Cancellation, Curtailment and Rearrangement** begins when a **Journey** is booked, if this Policy is in force at the time of booking, or when **You** purchase this Policy.
- ii. Insurance cover under all other Sections operates for a **Journey** that takes place during the **Period of Insurance** and includes travel directly to and from **Your** home provided the return home is completed within 24 hours of return to **Ireland**.
- iii. If **Your** return from a Journey is unavoidably delayed Due To a Claim, **You** will continue to be covered without any additional premium for the period of the delay.
- iv. If **You** want to return to **Ireland** during **Your Journey** for any reason that is not **Due To a Claim**, cover under this Policy, other than under **Part III Section 1. Cancellation, Curtailment and Rearrangement**, will be suspended from the time that **You** arrive at **Your** destination in **Ireland**, or 24 hours after **You** arrive in **Ireland**, whichever is earlier. Cover under all Sections will resume when **You** leave **Your** final destination in **Ireland** to return to **Your** temporary place of residence **Abroad**.

Please note: **You** will not be covered for any costs incurred in returning to **Ireland** or to **Your** temporary place of residence **Abroad**.

- v. If there is a change to this Policy it will begin on the Effective From date shown on the subsequent Policy Schedule that is issued to record the change in cover. If there is a change to this Policy it will begin on the Effective From date shown on the subsequent Policy Schedule that is issued to record the change in cover.
- vi. Dates refer to Local Standard Time at **Your** address as shown in the Policy Schedule.

1.5 CLAIMS CONDITIONS

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

- A. at the time **You** applied for this **Policy**, **You** were unable to make the statements we asked **You** to make, and which appear in **Your** Policy Schedule under the Section entitled "**Your** declaration to us"; or
- B. the **Claim** is **Due to** any reason specified as not being covered in **Your** Policy Schedule under the Section entitled "**Your** declaration to us".

1.6 MAKING A CLAIM

Type of claim	Contact
A. Medical emergency only	PHONE: +353 (0)1 440 1762 Please use the Medical Emergency Service (part of the cover provided under Part III Section 5 MEDICAL AND ADDITIONAL EXPENSES). Contacting ACE first may delay treatment.
B. Other Claims	ACE Travel Insurance Claims OSG Merrion Hall, Strand Road, Sandymount, Dublin 4. (09.00-17.00 Mon - Friday) phone: 1800 719 420 or +353 (0)1 440 1757 fax: +353 (0)1 661 5249 email: ace.travelir@acegroup.com

To make a **Claim** please phone or write to OSG Travel Claims within 30 days of the incident, or as soon as possible afterwards and provide **Your** name, address and Policy number.

REPORTING LOST OR STOLEN PROPERTY

Type of lost or stolen property	You must notify the ...
i Money, Valuables or Personal Property	local Police within 24 hours of discovery and provide ACE with a copy of their written report
ii any property lost or stolen from a hotel	hotel management (in addition to the local Police)

PART II

ACE ASSISTANCE

i. MEDICAL EMERGENCY AND REFERRAL and ii. PERSONAL ASSISTANCE SERVICES

PHONE: +353 (0)1 440 1762

The services under this Section are provided by **ACE Assistance** are only available during a **Journey**

i. MEDICAL EMERGENCY AND REFERRAL SERVICES

IMPORTANT: THIS IS NOT PRIVATE MEDICAL INSURANCE. PLEASE REFER TO THE DETAILS PROVIDED UNDER THE HEADING 'RECIPROCAL HEALTH AGREEMENTS' AT THE BEGINNING OF THIS POLICY.

IF **YOU** REQUIRE MEDICAL TREATMENT **YOU** MUST CONTACT **ACE ASSISTANCE** IMMEDIATELY AND BEFORE INCURRING ANY COSTS COVERED UNDER THIS SECTION. IF **YOU** DO NOT DO THIS, **ACE** MAY REJECT **YOUR CLAIM** OR REDUCE ITS PAYMENT.

ACE Assistance will provide **You** with the following services, in an emergency, when **You** are on a **Journey**.

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

- A. Medical referral** provision of the names and addresses of local **Doctors**, hospitals, clinics and dentists when consultation or treatment is required, arrangements for a **Doctor** to call, and, if necessary, for **You** to be admitted to hospital.
- B. Repatriation** if the medically **Doctor** appointed by **ACE Assistance** believes treatment in **Ireland** is preferable, transfer will be arranged by regular scheduled transport services, or by air or road ambulance services if more urgent treatment and/or specialist care is required during the **Journey**.
- C. Payment of Bills** If a **Person Insured** is admitted to hospital **Abroad**, the hospital or attending **Doctor** will be contacted and payment of their fees up to the policy limit will be guaranteed so that **You** do not have to make the payment from their own funds.
- D. Drug Replacement** assistance with the following:
- i. replacement of lost drugs or other essential medication; or
 - ii. lost or broken prescription glasses or contact lenses, which are unobtainable **Abroad**
 - iii. sourcing and delivery of compatible blood supplies
- ACE Assistance** will not pay for the replacement costs of any item or the costs of sourcing and delivering blood supplies.
- E. Transmission of urgent Messages** to relatives or business associates
- F. Unsupervised Children**
- i. organisation of an accompanying **Child's** return home, with a suitable escort when necessary, if the **Child** is left unsupervised because **You** or **Your Partner** (if shown as insured on the Policy Schedule) are hospitalised or incapacitated.
 - ii. medical advice and monitoring, until **You** or **Your Partner** return home, if a **Child** who has been left in **Ireland** becomes ill or suffers injury.

ii. **Non-insured Facilitation Services**

ACE Assistance will provide **You** with the following services, in an emergency, when he or she is on **Journey**.

You will be responsible for paying fees and charges for non-insured facilitation services provided but not for e.g. **You** will be responsible for paying a translator for his or her services but **You** will not be charged by **ACE Assistance** for locating the translation service.

- A. Transfer of Emergency Funds** transfer of emergency funds up to €250 per trip if access to normal financial/ banking arrangements is not available locally.
- In order to reimburse **ACE Assistance** **You** must authorise **ACE Assistance** to debit his or her credit or charge card with the amount of the transfer, or make alternative arrangements to deposit the funds in **ACE Assistance's** account in the UK.
- If the emergency transfer is necessitated by theft or loss of personal money, a **Claim** may be made under the Policy.
- B. Message Relay** transmission of urgent messages to relatives or business associates if medical or travel problems disrupt a **Journey** travel schedule.
- C. Tracing Personal Property** tracing and re-delivery of **Personal Property** that has been lost or misdirected in transit if the Carrier has failed to resolve the problem. (Please note: the **Person Insured** must have their **Personal Property** tag number available.)
- D. Replacement Travel Documents** assistance with the replacement of lost or stolen tickets and travel documents, and referral to suitable travel offices. **ACE Assistance** will not pay for any item.
- E. Lost Credit Cards** giving advice on how to contact the appropriate Card Issuers if credit or charge cards are lost or stolen. Data Protection legislation prevents **ACE Assistance** from contacting the Card Issuers directly.
- F. Emergency Translation Facility** translation service if the local provider of an assistance service does not speak English.
- G. Legal Help** referral to a local English-speaking Lawyer, Embassy or Consulate if legal advice is needed, and arrangement of payment of reasonable emergency legal expenses or bail, against a guarantee of repayment.

CONDITION

Prompt advice and assistance

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

PART III

SECTION 1. CANCELLATION, CURTAILMENT OR REARRANGEMENT (Maximum payable for any one Journey: €2,000)

A. Cover

ACE will pay

Cancellation or Curtailment or Rearrangement Costs up to €2,000 for any one **Journey** if it becomes necessary to cancel, curtail or rearrange the **Journey Due To**:

- i. the death, serious injury, sudden illness or complications in pregnancy (as diagnosed by a doctor or specialist in obstetrics) of **You, Immediate family** or anyone whose health or wellbeing your **Journey** depends on;
- ii. **You** being compulsorily quarantined, on the orders of a treating **Doctor**.
provided that such cancellation, curtailment or rearrangement is confirmed as medically necessary by a **Doctor**;

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

- i. **Cancellation, Curtailment or Rearrangement Costs**:
 - a). where such cancellation, curtailment or rearrangement has not been confirmed as medically necessary by a **Doctor**;
 - b). **Due To** any medical condition for which **You** or a member of **Your Immediate Family** have received treatment or advice from a **Doctor** in the 12 months prior to applying for the Policy;
- ii. **Cancellation, Curtailment or Rearrangement Costs** where such cancellation or curtailment results from a medical condition affecting anyone whose health or wellbeing **Your Journey** depends on if
 - a. the condition was diagnosed before **You** bought this Policy; and
 - b. at the time **You** bought this Policy, the diagnosed condition could reasonably have been expected to result in
 - i. death, serious injury or sudden illness; or
 - ii. a sudden deterioration in health.
- iii. the **Excess**;
- iv. any loss, charge or expense **Due To**:
 - a) a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;
 - b) disinclination to go on a **Journey**; or
 - c) prohibitive regulations by any government or public authority of any country;
- v. a charge or expense paid for or to be discharged with any kind of promotional voucher;
- vi. if **You** were aware of any reason, either at the time **You** booked **Your Journey** or at the time **You** purchased the Policy, that might mean **You** had to cancel, curtail or rearrange that **Journey**

SECTION 2. TRAVEL DELAY (Maximum payable for any one Journey: €100)

A. Cover

If **You** are delayed for at least 12 hours because the scheduled departure of a **Public Conveyance** is affected by a strike, industrial action, adverse weather, mechanical breakdown/derangement, or grounding of an aircraft due to mechanical or structural defect, **ACE** will pay:

- i. €20 for the first full 12 hours delay; and
- ii. €10 for each subsequent full 12 hours delay; up to a maximum benefit of €100.

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

- i. if **You** do not:
 - a) check-in before the scheduled departure time shown on **Your** travel itinerary; or
 - b) provide **ACE** with written details from the airline, shipping company, coach or train operators describing the length of, and reason for, the delay;
- ii. if a **Public Conveyance** is taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
- iii. if a strike or industrial action could be reasonably expected when a **Journey** is booked.

SECTION 3. PERSONAL ACCIDENT (Maximum payable for any one Journey €15,000 Accidental Death / €15,000 Loss of Sight or Loss of Limb/ €15,000 Permanent Total Disability)

DEFINITIONS

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

Word/Phrase

Special Meaning

Bodily Injury

injury that is caused only by an **Accident** and which independently of any other cause within 24 months of the date of the **Accident** directly results in death, **Loss of Sight**, **Loss of Limb** or **Permanent Total Disability**.

Loss of Limb

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

Loss of Sight

loss of sight:

- a. in both eyes when **Your** name has been added to the NCBI register of Blind Persons on the authority of a qualified ophthalmic specialist.
- b. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (i.e. **You** are only able to see at 3 feet that which **You** should normally be able to see at 60 feet) and **ACE** is satisfied that the condition is permanent and without expectation of recovery.

Permanent Total Disability

a disability which has lasted for at least 12 months from which **ACE** believe **You** will never recover and which prevents **You** from carrying out gainful occupation for to which **You** are fitted by way of training, education or experience.

A. Cover

If **You** receive a **Bodily Injury** during a **Journey** **ACE** will pay up to:

- i. €15,000 for death; or
- ii. €15,000 for **Loss of Sight** or **Loss of Limb**; or
- iii. €15,000 for **Permanent Total Disability**;

for any one **Journey**.

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

- i. more than €15,000 for **Bodily Injury Due To one Accident**;
- ii. any benefit for **Permanent Total Disablement** if the **Person Insured** is retired from gainful employment and receiving a pension of any kind;
- iii. for **Bodily Injury Due To**:
 - a) a disease or any physical defect, injury or illness which existed before the **Journey**;
 - or
 - b) Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.

SECTION 4. MEDICAL AND ADDITIONAL EXPENSES

(Maximum amounts payable:

- i. for dental, physiotherapy chiropractic or osteopathy expenses – limit €250)
- ii. for funeral expenses –limit €10,000
- iii. otherwise - unlimited

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

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

IMPORTANT: THIS IS NOT PRIVATE MEDICAL INSURANCE. PLEASE REFER TO THE DETAILS PROVIDED UNDER THE HEADING 'RECIPROCAL HEALTH AGREEMENTS' AT THE BEGINNING OF THIS POLICY.

IF YOU REQUIRE MEDICAL TREATMENT YOU MUST CONTACT **ACE ASSISTANCE** IMMEDIATELY AND BEFORE INCURRING ANY COSTS COVERED UNDER THIS SECTION. IF YOU DO NOT DO THIS, **ACE** MAY REJECT YOUR CLAIM OR REDUCE ITS PAYMENT.

A. Cover

If **You** are injured or become ill (including becoming ill **Due To** complications in pregnancy as diagnosed by a doctor or specialist in obstetrics provided that if travelling within 12 weeks of the expected date of delivery they provide a medical certificate issued by a doctor or midwife confirming the number of weeks of pregnancy and that their are fit to travel to their **Journey**. The certificate must be dated no earlier than 5 days before the outbound travel date) during a **Journey**,

ACE will pay the following amounts for any one **Journey**:

- i. Up to €250 for dental expenses incurred due to illness for the relief of pain or discomfort only;
- ii. Up to €150 for physiotherapy, chiropractics or osteopathy expenses incurred;
- iii. an unlimited amount for medical (including emergency dental expenses due to an **accident** including optical expenses), repatriation or travel incurred within 12 months of incurring the first expense other than for i, ii, and iii. above.,

Medical expenses must be for necessary hospital, surgical or other diagnostic treatment, given or prescribed by a **Doctor**, and include charges for staying in a hospital or nursing home.

Repatriation must be:

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

- i. any amount recovered under a reciprocal health agreement with any country;.
- ii. for any treatment not confirmed as medically necessary;
- iii. any expenses incurred in a private hospital unless such expenses have been authorized in advance by **ACE Assistance**;
- iv. any expenses incurred in **Your** country of residence;
- v. any additional travelling expenses not authorized by **ACE Assistance** if **You** have to return home earlier than planned or be repatriated from a **Journey**;
- vi. for medical treatment that **You** travelled **Abroad** to obtain;
- vii. for dental expenses other than for the relief of pain or discomfort only;
- viii. for medication **You** are taking before and which **You** will have to continue taking during a **Journey**;
- ix. for surgery, medical, dental or preventative treatment which, in the opinion of the **Doctor** treating **You** and **ACE Assistance**, can be delayed until **You** return to **Ireland**;
- x. more than €150 for any one **Journey** for physiotherapy, chiropractics or osteopathy, and then only provided that such treatment is prescribed by a **Doctor**;

<ul style="list-style-type: none"> a) authorized by ACE Assistance; b) necessary on medical grounds; and c) to Ireland. 	<ul style="list-style-type: none"> xi. for any expenses incurred for alternative or complementary medicines or treatment other than as provided for in Exclusion B x. above; xii. any additional costs for single or private room accommodation; xiii. for any expenses incurred more than 3 days after the date when, in the opinion of ACE Assistance, You are fit to be repatriated to Ireland. xiv. any expenses incurred Due To a tropical disease where the Person Insured has not had the vaccinations or taken the medication appropriate and customary for the country being visited, unless they have written confirmation from a Doctor that they should not be vaccinated or take the medicine on medical grounds;
<ul style="list-style-type: none"> iv. Up to €7,500 for additional travel and hotel expenses for two immediate family members if You have to be accompanied on medical advice or due to Your death, serious accident or serious illness. These must be authorized in advance by ACE Assistance; v. the costs of a voluntary abortion in so far as this is medically necessary and is prescribed or imposed by a physician, as well as in consequence of a rape, if and in so far as the treatment is carried out in a hospital. vi. if You die, up to €7,500: <ul style="list-style-type: none"> a) for cremation or burial charges in Ireland b) to transport Your body or ashes back to Ireland; 	<ul style="list-style-type: none"> xv. additional travel and hotel expenses incurred which have not been authorized in advance by ACE Assistance;
	<ul style="list-style-type: none"> xvi. the Excess, except where You have obtained a reduction in the cost of medical expenses in European Union countries by using the European Health Insurance Card.

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

SECTION 5. HOSPITAL BENEFIT (Maximum payable for any one Journey: €200)

A. Cover

If **You** are a hospital in-patient during a **Journey** and have a **Claim** the **MEDICAL AND ADDITIONAL EXPENSES** Section,, **ACE** will pay a benefit of €20 for each full 24 hours **You** spend in hospital up to a maximum of €200 for any one **Journey**.

B. Exclusions (General Exclusions apply as well)

ACE will not pay for time spent in an institution not recognised as a hospital in the country of treatment.

SECTION 6. PERSONAL PROPERTY (Maximum payable for any one Journey: €1,000)

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

DEFINITIONS

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

Word/Phrase

Special Meaning

Personal Property

suitcase, trunk or container of a similar kind and its contents, and any article worn or carried by **You** that is not excluded under B. Exclusions.

Repair or Replacement Costs

cost of repairing partially damaged property, or, if property is totally lost or destroyed or uneconomical to repair, the cost of replacing property as new less a deduction for wear, tear or depreciation. (Note: **ACE** will pay a reasonable proportion of the total value of a set or pair to repair or replace an item that is part of a set or pair.)

Unattended

away from **You** where **You** are unable clearly to see or get hold of **Your Personal Property**.

Valuables

cameras and other photographic equipment, telescopes and binoculars, Audio/Video equipment, (including radios, cassette/compact disc players, Ipods, mp3 and mp4 players, camcorders,) DVD, video, televisions and other similar music and video players, mobile phones, satellite navigation equipment, computer games equipment (including consoles, games and peripherals), jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

A. **Cover**

- i. If **Personal Property** is lost, damaged or stolen during a **Journey**, **ACE** will pay **Repair or Replacement Costs** up to €1,000 for any one **Journey**.

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

- i. **ACE** will not pay
 - a) the **Excess**;
 - b) more than €150 for a single item, pair or set, or part of a pair or set;
 - c) more than €150 for golf clubs, bags and accessories;
 - d) more than €150 for **Valuables** in total and will only pay if the **Valuables** are attended by **You** or are in a safety deposit box at the time they are lost, damaged or stolen;
 - e) unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **ACE** is provided with a copy of the original written Police report and report to the hotel management as applicable;
 - f) for loss, theft or damage to:
 - i) **Personal Property** more specifically insured or recoverable under any other insurance policy;
 - ii) **Personal Property** left **Unattended** in a public place;
 - iii) **Personal Property** left in an unattended vehicle:
 - i. unless it was in the locked boot of the vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view, and there is evidence of forced entry;
 - ii. between the hours of 2200 and 0800;
 - iv) **Personal Property** in the custody of an airline or other Carrier unless the loss or damage is reported in writing to the airline or other Carrier within 24 hours of discovery and **ACE** is provided with a copy of the original written airline or Carrier report;
 - v) **Personal Property Due To** leaking powder or fluid carried within **Your** luggage;
 - vi) household goods, contact or corneal lenses,

	<p>sunglasses (including prescription sunglasses), dentures, hearing aids, samples or merchandise, bonds, securities or documents of any kind;</p> <p>vii) antiques, musical instruments, pictures, typewriters, mobile or portable telephones, computers and computer equipment, (including PDA's, personal organizers, laptops, Ipads, notebooks, netbooks and the like), electronic navigation equipment, televisions, sports equipment whilst being used (except for ski equipment), vehicles or their accessories, watercraft and ancillary equipment, glass, china or similar fragile items, perishables (i.e. items that can decay or rot and will not last for long, e.g. foodstuffs) and pedal cycles; or</p> <p>viii) jewellery (other than wedding rings) whilst engaging in General Sports and Recreational Activities</p> <p>g) for depreciation in value, normal wear and tear, denting or scratching, damage by moth or vermin, electrical, electronic or mechanical derangement, or damage due to atmospheric or climatic conditions;</p> <p>h) for delay, detention, seizure or confiscation by customs or other officials.</p>
<p>ii. ACE will also reimburse the cost of essential items of clothing and toiletry requisites up to €100 for any one Journey that You have to purchase because Personal Property is lost or misplaced by an airline or other Carrier.</p>	<p>ii. ACE will not pay</p> <p>a) unless ACE is provided with original written confirmation from the Carrier or tour representative that the lost or misplaced Personal Property was delayed for at least 12 hours after You arrived at Your destination;</p> <p>b) for Personal Property lost or misplaced on a Journey returning You to Ireland.</p>

Please Note: Your *Personal Property* is at risk if it is left Unattended at airports, railway stations, on trains and beaches etc. Please ensure that You take proper care of Your *Personal Property*, otherwise ACE may not pay for Your loss.

SECTION 7. MONEY (Maximum payable for any one Journey: €200)

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

DEFINITION

The following word will have the same special meaning in this section wherever it appears in bold italic type and commences with a capital letter. Additional Definitions appear in specific Sections and General Definitions apply as well.

Word

Money

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

Special Meaning

A. Cover

ACE will pay

- i. up to €200 if **Money** which is held by **You** for **Your** personal use is lost or stolen during a **Journey** whilst
 - a) being carried by **You**; or
 - b) left in a safety deposit box.

or

- ii. up to €200 if **You** sustain financial loss directly as a result of a credit, charge or bankers card being lost or stolen during a **Journey** and subsequently being used fraudulently by any person other than:
 - a) a member of **Your** family;
 - or
 - b) **Your** employer where the card is issued on **Your** behalf;

- provided that **You** have fully complied with all the terms and conditions under which such card has been issued.

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

- i. the **Excess**;
- ii. for delay, detention, seizure or confiscation by customs or other officials;
- iii. unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **ACE** is provided with a copy of the original written Police report and report to the hotel management as applicable;
- iv. for depreciation in value or shortage due to any error or omission.
- v. for more than €200 in total in for any one **Claim** in respect of loss of or damage to **Money** or fraudulent misuse of lost or stolen credit, charge or bankers cards.
- vi. for fraudulent misuse of lost or stolen credit, charge or bankers cards unless the terms and conditions under which such cards were issued were fully complied with.

SECTION 8. LOSS OF PASSPORT EXPENSES (Maximum payable for any one Journey: €200)

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

A. Cover

ACE will pay

up to €200 to cover

- i. the cost of obtaining any temporary replacement travel documents required to enable a **Person Insured** to return to **Ireland**, including any additional travel and accommodation costs incurred by or on behalf of the **Person Insured** during a **Journey**; and
- ii. the replacement passport or driving licence fee payable.

following the loss or theft of his or her original documents during a **Journey**.

B. Exclusions (General Exclusions apply as well)

ACE will not pay:

- i. for delay, detention, seizure or confiscation by customs or other officials;
- ii. unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **ACE** is provided with a copy of the original written Police report and report to the hotel management as applicable;
- iii. for a passport or driving licence stolen from an unattended vehicle, unless it was in the locked boot of the vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view, and there is evidence of forced entry.

SECTION 10. PERSONAL LIABILITY (Limit of Liability €1,000,000)

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

A. Cover

ACE will indemnify **You** against all sums which **You** are legally liable to pay as damages in respect of:

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

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

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

ACE will in addition pay Costs and Expenses.

Costs and Expenses shall mean:

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

in respect of any occurrence to which this Section applies - except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of

B. Exclusions (General Exclusions apply as well)

ACE will not provide indemnity for any liability:

- i. in respect of bodily injury to any person who is:
 - a. under a contract of service with **You** when such injury arises out of and in the course of their employment by **You**;
 - b. A member of the **Your** family.
- ii. in respect of loss of or damage to property in **Your** care custody or control.

However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by a **You** in the course of the **Journey**.

- iii. liability in respect of bodily injury loss or damage caused directly or indirectly in connection with ownership, possession of or use by **You** of:
 - a. mechanically propelled vehicles (other than golf buggies used on golf course and not on public roads); or
 - b. aircraft, hovercraft or watercraft (other than manually propelled watercraft less than 30 feet in length used on inland waters);
 - c. firearms (other than sporting guns);
- iv. liability in respect of bodily injury loss or damage caused directly or indirectly in connection with:
 - a. the ownership, possession or use of land or building other than any building temporarily occupied by **You** in the course of a **Journey**;

either such country, Costs and Expenses described in i., ii. and iii. above are deemed to be included in the Limit of Liability.

- or
- b. any wilful or malicious act; or
- c. the carrying on of any trade business or profession;
- d. activities or volunteer work organised by, or under the auspices of, a charitable, voluntary, not for profit, social or similar organisation when liability for such activities or work should reasonably be included within the organisation's own Public Liability policy.
- v. any liability assumed by **You** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- vi. punitive or exemplary damages;

C. Conditions applying to this Section

- i. no admission, offer, promise or indemnity shall be made without the consent of **ACE** which shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and **You** shall give all information and assistance as **ACE** may require. Every letter, claim, writ, summons and process shall be forwarded to **ACE** on receipt. Written notice shall be given to **ACE** immediately **You** shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.
- ii. **ACE** may at any time pay to **You** in connection with any claim or series of claims the Limit of Liability for this Section (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made **ACE** shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
- iii. **You** shall as though they were the **Insured** observe, fulfil and be subject to the terms, Exclusions and Provisions of this Section.

SECTION 11. OVERSEAS LEGAL ADVICE & EXPENSES (Maximum payable €5,000)

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

DEFINITIONS

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

Word

Special Meaning

Legal Expenses

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

Legal Representatives

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

Any One Claim

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

A. Cover

If during a **Journey You** sustain bodily injury or illness which is caused by a third party **ACE** will pay up to a benefit amount of €10,000 to cover **Legal Expenses** arising out of **Any One Claim**.

B. Exclusions (General Exclusions apply as well)

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

- i. any **Claim** reported to **ACE** more than 24 months after the beginning of the incident which led to the **Claim**;
- ii. any **Claim** where it is **ACE's** opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the **Claim**;
- iii. **Legal Expenses** incurred before receiving **ACE's** prior authorization in writing unless such costs would have been incurred subsequent to **ACE's** authorization;
- iv. **Legal Expenses** incurred in connection with any criminal or wilful act;
- v. **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against **You** unless as a counter claim;
- vi. Fines, penalties compensation or damages imposed by a court or other authority;
- vii. **Legal Expenses** incurred for any claim or legal proceedings brought against:
 - a) a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;
 - b) **ACE** or their agents; or

- c) **Your** employer;
- viii. actions between persons insured under an **ACE** Erasmus Insurance Policy or pursued in order to obtain satisfaction of a judgement or legally binding decision;
- ix. **Legal Expenses** incurred in pursuing any claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine;
- x. **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements;
- xi. **Legal Expenses** incurred where **You** have:
 - a) failed to co-operate fully with and ensure that **ACE** is fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party; or
 - b) settled or withdrawn a **Claim** in connection with any claim or legal proceedings for damages and or compensation from a third party without the agreement of **ACE**. In such circumstances **ACE** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid;
- xii. **Legal Expenses** incurred after **You** have not:
 - a) accepted an offer from a third party to settle a claim or legal proceedings where the offer is considered reasonable by **ACE**; or
 - b) accepted an offer from **ACE** to settle a **Claim**;
- xiii. **Legal Expenses** which **ACE** considers unreasonable or excessive or unreasonably incurred;

C. SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

- i. **Legal Representatives** must be qualified to practise in the Courts of the country where the event giving rise to the **Claim** occurred or where the proposed defendant under this Section is resident.
- ii. **You** have the right to select and appoint a **Legal Representative** of **Your** choice to represent **You** in any legal inquiry or legal proceedings (provided any appointment of a **Legal Representative** is not on a contingency fee basis, where the **Legal Representative** charges a proportion of the amount recovered as a fee). **You** shall provide **ACE** with details of the selected **Legal Representative's** name and address. **ACE** may provide information about **Legal Representatives** in **Your** local area if **You** ask **ACE** to do so.
- iii. **You** and the **Legal Representatives** must co-operate fully with and ensure that **ACE** is fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party. **ACE** is entitled to obtain from the **Legal Representatives** any information, document or advice relating to a claim or legal proceedings under this Insurance. On request **You** will give to the **Legal Representatives** any instructions necessary to ensure such access.
- iv. **ACE's** authorization to incur **Legal Expenses** will be given if **You** can satisfy **ACE** that:
 - a. there are reasonable grounds for pursuing or defending the claim or legal proceedings and the **Legal Expenses** will be proportionate to the value of the claim or legal proceedings; and
 - b. it is reasonable for **Legal Expenses** to be provided in a particular case.
 The decision to grant authorization will take into account the opinion of the **Legal Representatives** as well as that of **ACE's** own advisers. If there is a dispute, **ACE** may request, at **Your** expense, an opinion of a barrister as to the merits of the claim or legal proceedings. If the **Claim** is admitted, **Your** costs in obtaining this opinion will be covered by this Insurance.
- v. Any dispute between **You** and **ACE** (about **ACE's** liability over a claim or the amount to be paid, where the amount of the claim is €5,000 or more) must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by **You** and **ACE**. If **You** and **ACE** cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will

be final. **ACE** may not refer the dispute to arbitration without **your** consent where the amount of the claim is less than €5,000. If **You** do not refer such a dispute to arbitration (in the case of a claim for €5,000 or more) or to the **Irish** courts (in the case of a claim for less than €5,000 or where **You** have agreed with us, after the dispute between **You** and **ACE** has arisen, that the claim will be dealt with by arbitration), within 12 months, **ACE** will treat the claim as abandoned.

- vi. **ACE** may at its discretion assume control at any time of any claim or legal proceedings in **Your** name for damages and or compensation from a third party.
- vii. All **Claims** within this section must be submitted to **ACE** in writing within 90 days.
- viii. Any **Legal Expenses** incurred without the written agreement of **ACE** shall entitle **ACE** to withdraw cover immediately and to recover any fees or expenses paid to **You**.
- ix. **ACE** may at its discretion require **You** to obtain at **Your** expense an opinion of a barrister agreed by **You** and **ACE** as to whether or not there are reasonable grounds for continuing to pursue or defend any claim or legal proceedings. **ACE** will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the claim or legal proceedings.
- x. **ACE** may at its discretion offer to settle a counter-claim against **You** which it considers to be reasonable instead of continuing any claim or legal proceedings for damages and/or compensation by a third party.
- xi. **You** shall be responsible for the repayment to **ACE** of all sums paid by **ACE** in respect of the **Legal Expenses** where:
 - a. an award of costs is made in **Your** favour in the claim or legal proceedings; or
 - b. costs are agreed to be paid to **You** as part of any settlement of the claim or legal proceedings.
- xii. If a conflict of interest arises, where **ACE** are also the insurers of the third party or proposed defendant to the claim or legal proceedings, **You** have the right to select and appoint other **Legal Representatives** in accordance with Provision 2 of this Section.
- xiii. If the **Legal Representatives** refuse to continue acting for **You** with good reason or if **You** dismiss the **Legal Representatives** without good reason the cover **ACE** provides will end at once, unless **ACE** agrees to appoint other **Legal Representatives**.

SECTION 12. MUGGING (Maximum payable for any one Journey: €500)

A. Cover

If **You** are a hospital in-patient during a **Journey** as a result of being mugged or attacked and sustain actual bodily injury, **ACE** will pay an additional €50 per day, subject to a maximum of €500 for any one **Journey**, for each 24 hours **You** spend in hospital, provided the incident was reported to the Police within 24 hours.

B. Exclusions (General Exclusions apply as well)

ACE will not pay:
if the mugger or attacker is known to **You**.

PART IV

4.1 GENERAL EXCLUSIONS (Exclusions that apply to the whole Policy)

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

A. Air travel/sports	<p>unless:</p> <ul style="list-style-type: none"> i. You are travelling as a fare-paying passenger in a fixed wing aircraft which is provided by a licensed airline or air charter company; or, ii. the aerial pursuit or sport is listed in this Policy under General Sports and Recreational Activities.
B. Business	business of any description that is undertaken on a Journey other than Work .
C. Currency	currency exchange.
D. Illegal acts	any illegal act committed by You .
E. Misuse of alcohol/drug	<ul style="list-style-type: none"> i. the contents of pure alcohol in Your blood is similar or exceeds the limits stipulated by law of the country where the accident happened unless You can prove that there is no causal link ii. being under the influence of drugs or narcotic substances, unless You can show that the use of drugs or narcotic substances followed a doctor's prescription and that You have followed the notice, or unless You can prove that there is no causal link; iii. You driving a vehicle of any kind whilst the alcohol level in Your blood exceeds the legal limit of the country where You are driving.
F. Psychological conditions	post traumatic stress disorder or a related syndrome or any psychological or psychiatric condition including depression, anxiety, mental strain and depressive illnesses of any type.
G. Radiation	<ul style="list-style-type: none"> i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
H. Sonic waves	pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
I. Specified diseases	<ul style="list-style-type: none"> i. infection with Human Immune Deficiency Virus (HIV) or other forms of the virus, Acquired Immune Deficiency Syndrome (AIDS) and AIDS-Related Complex (ARC); or ii. sexually transmitted disease.
J. Sports	<ul style="list-style-type: none"> i. unless the sport or activity is listed in this Policy under General Sports and Recreational Activities; ii. You engaging in sport as a professional sportsperson (other than as a coach of General Sports and Recreational Activities, Hazardous Activities (not scuba diving) and Rugby Union/League).
K. Suicide/self-injury	<ul style="list-style-type: none"> i. suicide, attempted suicide or deliberate self-inflicted injury regardless of the state of Your mental health. However, in case of suicide the costs of coffin are insured for a maximum of €1,500 as well as the costs of the repatriation of the mortal remains for a maximum of €10,000. ii. needless self-exposure to danger except in an attempt to save human life.
L. War	War or any act of War whether War is declared or not.

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

A. Contract	This Policy, the Policy Schedule and any information provided in Your application will be read together as one contract.
B. Legal Interpretation and Language	<p>Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. You and ACE agree that:</p> <ul style="list-style-type: none"> i. this Policy will be governed and interpreted in accordance with the Law of Ireland and only the Irish Courts will have jurisdiction in any dispute; and

	ii. communication of and in connection with this Policy shall be in the English language.
C. Observing Policy Terms & Conditions	ACE will not be liable to make any payment under this Policy if You or Your personal representative(s) do not observe and fulfil its Terms, Exclusions and Conditions.
D. Your duty to avoid or minimise a Claim	You must take ordinary and reasonable care to safeguard against loss, damage, Accident , injury or illness as though You were not insured. If ACE believes You have not taken reasonable care of property, the Claim may not be paid. The items insured under this Policy must be maintained in good condition and kept in good repair.
E. Interest	ACE will not pay interest on any benefit payable under this Policy unless payment has been unreasonably delayed by ACE following receipt of all the required certificates, information and evidence necessary to support the Claim . Where interest becomes payable by ACE it will be calculated only from the date of final receipt of such certificates, information or evidence.
F. Other taxes	ACE is required to notify You that other taxes or costs may exist which are not imposed by us .
G. Stamp Duty	The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 125 of the Stamp Duties Consolidation Act 1999 or any future law, enactment or regulation.
H. Moneys payable in Ireland	All moneys which become due and payable by ACE under this policy shall being accordance with Section 93 of the Insurance Act 1936, payable and paid in Ireland.

4.3 CLAIM PROVISIONS

A. **You** must:

i. Notify ACE Assistance immediately	e-mail OSG Travel Claims immediately or download a claim form from this Web Site and send it to OSG Travel Claims as soon as possible and within 30 days of becoming aware of anything likely to result in a Claim . A personal representative can do this if You cannot;
ii. Supply details & documents	supply at Your own expense any information, evidence and receipts ACE requires including medical certificates signed by a Doctor , Police reports and other reports;
iii. Protect property	take all reasonable steps to protect any item or property from further loss or damage and to recover any lost or stolen article;
iv. Send ACE summons, writs etc	send ACE any original writ, summons, legal process or other correspondence received in connection with a Claim immediately it is received and without answering it.

B. **You** must not do the following without **ACE's** written agreement:

i. Admit liability	admit liability, or offer or promise to make any payment; or
ii. Dispose of items	sell or otherwise dispose of any item or property for which a Claim is being made, or abandon any item or property to ACE .

C. **You** must recognise **ACE's** right to:

i. Pay, repair or replace	choose either to pay the amount of a Claim (less any Excess and up to any Policy limit) or repair, replace or reinstate any item or property that is damaged, lost or stolen;
ii. Inspect & dispose of items	inspect and take possession of any item or property for which a Claim is being made and handle any salvage in a reasonable manner;
iii. Handle a Claim in Your name	take over and deal with the defence or settlement of any Claim in Your name and keep any amount recovered;
iv. Pay in euro	settle all Claims in euro;
v. Be reimbursed promptly	be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which ACE pays to You , or on Your behalf;
vi. Receive medical certificates	be supplied at Your expense with appropriate original medical certificates before paying a Claim under the Cancellation, Curtailment or Rearrangement; Personal Accident; Medical Expenses and Hospital Benefit Sections in Part III ;

vii. Carry out medical examinations	request and carry out a medical examination and insist on a post-mortem examination, if the law allows ACE to ask for one, at ACE's expense.
--	--

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

i. Dishonesty	if a Claim is in any way dishonest; or
ii. Fraud	if You or anyone acting on Your behalf uses fraudulent means to benefit under this Policy.

Paying Claims

A. Death

ACE will pay the **Claim** to **Your** estate and the receipt given to **ACE** by the personal representatives shall be a full discharge of liability by **ACE** in respect of the **Claim**.

B. All other Claims

ACE will pay the **Claim** to **You** and **Your** receipt shall be a full discharge of all liability by **ACE** in respect of the **Claim**.

4.4 ENDING OR CHANGING YOUR COVER

A. 14 day cancellation option	If You are not satisfied with this Policy and have not taken or booked a Journey protected by the cover provided, You may return it to ACE within 14 days and ACE will cancel it. If this happens, the Policy will have provided no cover and ACE will refund any premiums You have paid.
B. Cancellation after 14 days.	If You write and tell ACE to cancel this Policy, ACE will cancel it from the date Your letter is received or any later date You stipulate. ACE reserves the right to charge You a premium proportionate to the cover that has been in force up to the date of your cancellation, and a reasonable administration charge for any costs incurred.
C. Changing Your Policy	You must e-mail or write to ACE if either your insurance needs or any of the information You have given ACE changes. A change in circumstances may affect Your cover, even if You do not think a change is significant, and ACE may need to change this Policy. ACE will update the Policy and issue a new Policy Schedule each time a change is agreed.
D. if ACE wants to cancel or change Your Policy	<ul style="list-style-type: none"> i. ACE reserves the right to make changes or add to these policy terms; for legal regulatory or taxation reasons; and/or to reflect new industry guidance and codes of practice. ii. If ACE wants to cancel Your policy or make any changes other than those above, ACE will write to You at the latest address ACE has for You. ACE will then cancel or change the policy 30 days after the date of the letter. iii. If ACE cancels the policy ACE will refund any premium You paid for the cancelled period provided You have not made a claim under the Policy during the current Period of Insurance.

4.5 AUTOMATIC ENDING OF COVER

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

COMPLAINTS PROCEDURES

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

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

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

Or, if **You** have arranged **Your** Policy via an intermediary, **You** should contact them first.

Financial Services Ombudsman's Bureau

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

The FSOB's contact details are given below.

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

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

The existence of these complaints procedures does not reduce **Your** statutory rights relating to this Policy. For further information on **Your** statutory rights contact the National Consumer Agency.

The Irish Insurance Federation

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

Insurer:

ACE European Group Limited trading as ACE Europe and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. Registered branch in Ireland no. 904967 at 5 George's Dock, IFSC, Dublin 1.

ACE European Group Limited (company number 1112892) is registered in England and Wales with registered offices at 100 Leadenhall Street, London EC3A 3BP.

ACE European Group Limited is a subsidiary of a US parent and ACE Limited, a NYSE listed company. Consequently, ACE European Group Limited is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Iran, Syria, North Korea, North Sudan and Cuba.

O'Driscoll O'Neil Group

O'Driscoll O'Neil Ltd and O'Driscoll O'Neil Life & Pensions Ltd which forms part of the O'Driscoll O'Neil Group and are regulated by the Central Bank of Ireland. Head office 17 Herbert Place Dublin 2. Registered office 39 -40 Upper Mount Street, Dublin 2. Registered in Ireland , Number 98551. Phone 01 6395800 – Fax 01 639 5850 – Email info@odon.com – Web www.odon.com

Central Bank of Ireland Authorisation

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd, which forms part of the O'Driscoll O'Neil Group of companies, is registered as an Authorised Adviser by the Central Bank, under the Investment Intermediaries Act 1995 (as amended) and an Insurance Intermediary under the European Communities Insurance Mediation Regulations 2005. Copies of our Authorisations are available on request; alternatively the Central Bank of Ireland holds registers of regulated firms which can be viewed on their website www.centralbank.ie . O'Driscoll O'Neil Ltd is also authorised by the Competition & Consumer Protection Commission as a Credit Intermediary.

Statutory Codes of Conduct

O'Driscoll O'Neil Group is subject to and complies with the following, Life Assurance (Provision of Information) Regulations 2001 (Insurance intermediaries), Distance Marketing Regulations 2004, Consumer Protection Code, Investor Compensation Scheme, Fitness & Probity and Minimum Competency Standards, Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 and Data Protection Acts 1998 & 2003. These codes offer protection to the consumer and can be found on the Central Bank website www.centralbank.ie.

Services

O'Driscoll O'Neil Ltd provides a full range of insurance advice on an impartial basis to the corporate and personal sectors including the placing of insurance contracts and related claims handling and risk management services. O'Driscoll O'Neil L&P Ltd, also offer advice on life, pensions, investments, and financial products on an impartial basis. We do not have a tied relationship with any product producer which would compromise our ability to provide you with impartial advice and choice.

Products

O'Driscoll O'Neil is in a position to offer our clients a wide range of Insurance and Investment products. This list encompasses the following products for General Non Life, Household, Motor, Property, Liability, Marine, Aviation, Personal Accident/Medical Legal Expenses, but not restricted to this list. Life: Life Assurance, Premium Finance, PHI, Critical Illness, Bonds, PRSA's, Pensions, Deposits, Group Schemes again not restricted to this list.

Inception & Renewal

We can receive and transmit instructions on your behalf, new business, renewal, mid-term alterations for products from each insurance company or financial service provider with whom we hold an agency. This list is available on our website www.odon.com. We will also offer you assistance in processing claims and policies taken out through O'Driscoll O'Neil. This assistance is provided either directly by our staff or/and with the assistance of an appointed loss assessor.

Important Notice: To ensure continuity of cover, where you have an existing policy which is due to expire and we have been unable to contact you, we may put continuing cover in force whilst awaiting your instruction. You will be liable for any premiums payable to the relevant insurer for the period of time between renewals and when we receive your instruction. You have the right not to avail of this service and should advise us accordingly.

Fair Analysis

We provide our services on the basis of fair analysis of the market. This mean that we research the market on your behalf and recommend the products that, in our professional opinion, are best suited to your own needs and objectives.

Fair Analysis – Health Insurance

While we can provide you with a fair analysis of your health insurance needs, comparing and contrasting the various plans that are available on the market, we can only place your business with Aviva Health Insurance Ireland.

Premium Finance

As a Credit Intermediary O'Driscoll O'Neil Ltd can if requested arrange premium finance for your Insurance

Insurance Schemes

We have agreed special packages (Insurance schemes) with specific product producers for particular types of cover and for members of professional, sports, trade or representative associations. The packages and product producers are selected following a thorough and fair analysis of the market and an assessment that they are most suitable for typical consumers of that type of cover or for members of those associations. This is carried out on a periodic basis. Where we assess consumers as being eligible for these packages, they are considered as being analysed as part of a group.

Binding Authority

We have entered into binding authority agreements with some insurers. These agreements enable us to accept insurance business on the insurers behalf, in accordance with the insurers underwriting guidelines. Under these agreements we act as an agent of the insurer in some regards.

Remuneration Policy

O'Driscoll O'Neil Ltd and O'Driscoll O'Neil (L&P) Ltd is remunerated by a combination of Professional Fees, Administration Fees and Commission.

Commission

We are usually remunerated by commission paid to us by Product Producers. The commission compensates us for the work involved in placing an order and finalising the product with them on your behalf. The amount of commission will vary depending on the product type and product producer. Details of the commission earned on your policy will be disclosed at your request. Some product producers pay commission that is not related to the placement of individual policies with them but are based on other factors such as the volume of business introduced to them over time.

Fees and Charges

Professional fees are based on the initial work activity a time spent in seeking the best terms, advice, product and product producer for your specific needs. An administration fee may also be charged for the activity involved in the renewal of the policy and also any alterations that take place during and at termination of a policy. The minimum administration/professional fee is €20.

Remuneration Policy – Products distributed via the Internet

O'Driscoll O'Neil may charge an administration fee in relation to Insurance sold via the Internet. Additionally the price detailed can include an administration fee charged by the associated organisation or facility. The price quoted also includes the 5% government levy. Administration fees vary depending on the Insurer providing cover, the product and the period of Insurance. Full details are available via the web in our Terms and Conditions section.

Default/Remedies

All insurances are affected on express condition that, pending receipt of the premium from the insured, the company reserve the right, notwithstanding delivery of policy or certificate of receipt to the insured, to cancel the policy, obtain a refund from the Insurers and apply this refund to the amount due by the Insured. Central Bank regulations mean that we cannot pay Insurers premiums which have not been paid to us.

Some Insurers may include, as a term of the insurance a settlement due date or, in some cases, a warranty under the terms of which the premium must be paid to them by a certain date/dates. We inform our Clients of any such requirements and the relevant date/dates in good time to enable the payment terms to be met. Failure to comply with the exact terms of a warranty may mean the Insurers obligations under the policy will be automatically terminated. When paying premiums, you must specify the transaction to which the payment applies. In the absence of specific instructions, we will allocate the payment to the longest outstanding transaction on your account and after that, to the earliest transaction due to the Insurers.

Client Rebates

In the event of policy cancellation when a refund is received from the insurance provider, on condition that the premium is paid in full, we will refund our client within 5 working days. If our client wishes, we can credit the clients account with such an amount. In accordance with the consumer protection code we may not charge an administration fee on such a transaction or apply the credit to another transaction without your written consent.

Failure to Pay/Default

We reserve the right to instigate cancellation proceedings in following circumstances:

- Your non payment of the premium due, renewal or following a mid term adjustment.
- Your bank returns your cheque due to insufficient funds.
- Instruction received from the Insurance Premium Finance Company for non-payment/arrears.
- Failure to comply with policy conditions imposed by insurers.
- Non Disclosure of relevant information
- Insurer imposed cancellation

Your insurer may cancel your policy in certain circumstances. These conditions are clearly outlined on all policy documents.

Insurance Premium Handling

Receipts

A Section 30 receipt will be issued for all monies received. These receipts are issued for our clients protection and should be held safely by the client.

Handing Clients Money

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd accept payments by cash, cheque and major credit card in respect of all classes of insurance and assurance contracts in circumstances as set out under section 25G of the Investments Intermediaries Act 1995. We are not authorised to accept cash or negotiable instruments in any other circumstances.

Credit Terms

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd are obliged as Authorised Advisors to operate a policy of strict credit control. Premiums must therefore be paid in full on or before the renewal/ inception/ alteration date of the cover. In order to protect the interests of our clients, O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd are prevented from paying any premiums to Insurers, which have not been paid to O'Driscoll O'Neil Ltd and/or O'Driscoll O'Neil (Life & Pensions) Ltd. We can arrange suitable Premium Finance with an approved institution, subject to terms & conditions. Any bank fees charged on unpaid cheques will be charged to the client and are payable in full with all other outstanding balances. No agency transfer may be effected until the account is cleared in full.

Cooling Off Period

A consumer who purchases an insurance policy over the phone or through the internet, without any face-to face contact with O'Driscoll O'Neil Ltd or O'Driscoll O'Neil (Life & Pensions) Ltd, has the right to withdraw from that insurance policy within 14 days of the start date of the policy without penalty or without giving any reason in the case of life and personal pensions 30 days, this is known as the Cooling Off Period. The right of withdrawal may be exercised by notice in writing to O'Driscoll O'Neil, quoting your policy number. Should the right be exercised the Insurance Company may charge a pro rata premium for the period you are on cover. If the cover is for motor insurance the premium can't be refunded until the Certificate of Insurance and Disc have been returned to O'Driscoll O'Neil, with a declaration that the insured person and insured vehicle have not been involved in any accident or incident during the cooling off period.

Cancellation

You the customer can cancel your policy by notice in writing at any time. Provided that all reasonable charges pertaining to costs incurred by O'Driscoll O'Neil have been paid and that no incident giving rise to a claim has occurred in the current period of insurance. You may be entitled to a proportionate return of the premium for the un-expired period of insurance unless the policy is on a minimum and deposit basis, if this is the case no return will be allowed and this will be noted on your schedule. If you cancel during the first year (outside the cooling off period) short term rates apply, please see policy terms and conditions. IN the case of cancellation of motor insurance you must return the Certificate of Insurance and the Windscreen Disc. Insurance companies normally reserve the right to cancel policies at any time by giving appropriate notice to your last known address, please refer to your policy terms and conditions for this detail.

Documentation

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd will issue all relevant Insurers documents to its clients. These should be read to ensure that they are in accordance with the insurance requirements.

It is also of vital importance that these documents be retained in a safe place, as these documents are the basis of the contract between the Insured and the Insurer. We will issue summaries of covers for the benefit of their clients. These summaries are not intended to be a definitive interpretation of the policy cover, terms and conditions. For the full details of the cover, terms and conditions please refer to the policy documents.

Retention of Documentation

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd will retain records of the Insurance contracts(s) we arrange on your behalf. We will retain these records for a period of 6 years from the date of the transaction.

The Criminal Justice (Money Laundering & Terrorist Financing) Act 2010

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd are required to comply with the legislation in respect of Money Laundering and Terrorist Financing and are therefore required to seek information from all new clients to comply with the provisions of this legislation. A fact find will be completed both to comply with this legislation and in addition to ensure that the covers are arranged to offer the best protection available in the market.

Written Appointment from Product Providers

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd hold letters of appointment from all of the main Insurers. O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd also hold letters of appointment to transact business with other brokers under the Central Bank regulations. As the Insurance markets are continually changing, a detailed list of these Product Producers is available on request or on our website (www.odon.com).

Policy in Relation to Conflicts of Interest

It is the policy of the firm to avoid any conflict of interest when providing services. However, should an unavoidable conflict arise, we will advise you of this prior to providing advice or arranging a transaction on your behalf. If you have not been advised of any such conflict you are entitled to assume that none arises.

Data Protection

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd is a Data Controller as defined in the Data Protection Act 1988 and 2003. We collect your personal details in order to provide the highest standard of service to you. We take great care with the information provided; taking steps to keep it secure and to ensure it is only used for legitimate purposes. To fulfil these objectives

we may share information with other affiliated professionals with your permission. The information and other data provided to our office may be used to advise you of products and services we may offer from time to time. If you do not wish to receive this data please advise us.

You have the right at any time to request a copy of any 'personal data' within the meaning of the Data Protection Act 1988(as amended or re-enacted from time to time) that our office holds about you and to have any inaccuracies in that information corrected. Please write to O'Driscoll O'Neil should you require a copy of this data.

Call Recording

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd records all telephone calls, inbound and outbound, for regulatory, quality, training and verification purposes. All data captured by this facility is managed in accordance with the Data Protections Acts.

Complaints Procedure

We have a written procedure in place for the effective consideration and handling of complaints. In the event that a customer wishes to make a complaint against O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions Ltd), he/she should contact the Managing Director at 17/18 Herbert Place, Dublin 2. We will acknowledge the complaint within 5 working days of receipt and will provide regular updates on the progress of our investigations, not more than 20 days intervals. We will endeavour to resolve the complaint within 40 business days and findings will be furnished to your within 5 working days. If you are not satisfied with the outcome of our review of the complaint, you are entitled to refer the matter to –

- The Irish Brokers Association (IBA), 87 Merrion Square, Dublin 2
Telephone – 01 6613067 e-mail info@iba.ie Opening Hours: Monday – Friday 9am-5pm
- Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 (Lo-Call Number 1890 88 20 90) or the
- Pensions Ombudsman, 36 Upper Mount Street, Dublin 2 (01 6471650), as appropriate

Consumer Protection

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd are members of the Investor Compensation Company Ltd. (ICCL) Scheme established under the Investor Compensation Act 1998. The Legislation provided for the establishment of a compensation scheme and to the payment in certain circumstances of compensation to certain client of firms (known as eligible investors) covered by the Act. IN the event that a right to compensation is established, the amount payable is the lesser of 90% of the client loss or €20,000.

We are also member of the IBA Compensation Fund Ltd. Subject to the rules of the schemes the liabilities of its member firms are covered up to a maximum of €100,000 per client for a single claim (€250,000) in aggregate may be discharged by the fund. We also hold €20,000,000 in Professional Indemnity Insurance cover for error and omissions.

Licensed and Approved Insurers

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd will only transact and recommend Insurers who are licensed by the Department of Trade Enterprise and Employment or EU insurers and who are also approved under the EU directives on the freedom of services and which must comply with the solvency and security legislation on their local member state.

Duty of Disclosure and your responsibilities

It is your responsibility to provide complete and accurate information when arranging an insurance policy or making an application for premium finance. Failure to disclose any "material fact" either when making an application or subsequently, may render your insurance void. A "material Fact" is a fact which would influence the decision of an insurer, either with respect to writing coverage, settling a loss or determining a premium. An example list of material facts would include all previous claim, accidents and incidents, convictions, driving licence endorsements and penalty points, whether your property is of non-standard construction, whether your property is unoccupied etc. You will find more detailed information on the Duty of Disclosure on your renewal notice and is available on our website www.odon.com. Always ask if you are unsure of any facts. Attention should be paid to any warranties and conditions of your policy as failure to comply with them could invalidate your policy. You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

Signed		Date	
Print Name			
Client Number			