

BLUE INSURANCE



Injury and Travel Insurance Policy



Blue Travel Insurance – Schedule of Benefits Section A – Injury

Category	Category Definition	Effective Time / Journey Code
Travel A	All Directors of the Policyholder resident in the Republic of Ireland	<i>J14 – Business or holiday travel</i> Any trip made for Business or holiday purposes.
Travel B	Any person employed by or under contract to the Policyholder resident in the Republic of Ireland	<i>J12 – All Business travel (including Incidental Holiday Travel)</i> Any trip made primarily for Business purposes, including Incidental Holiday travel.
Travel C	Accompanying Partners and Children of Directors of the Policyholder resident in the Republic of Ireland travelling with the knowledge and consent of the Policyholder	<i>J14 – Business or holiday travel</i> Any trip made for Business or holiday purposes.
Travel D	Accompanying Partners and Children of any person employed by or under contract to the Policyholder resident in the Republic of Ireland travelling with the knowledge and consent of the Policyholder	<i>J12 – All Business travel (including Incidental Holiday Travel)</i> Any trip made primarily for Business purposes, including Incidental Holiday travel.

Variable Injury Benefit					
Category	1. Accidental Death	2. Permanent Total Disablement*; U) 'Usual' Or A) 'Any' Occupation		3. Permanent Disabling Injuries: S) 'Specified' Injury	
Travel A & C	EUR 50,000	U	EUR 50,000	S	EUR 50,000
Travel B & D	EUR 50,000	A	EUR 50,000	S	EUR 50,000

**Permanent Total Disablement benefit will apply only to those in remunerated employment. For those in non-remunerated employment cover under Permanent Disabling Injuries resulting in 'Specified Injury' will apply automatically.*

Limits			
Aggregate Limits		Maximum Limits per Insured Person	
1. Per Event overall	EUR 3 Million	Items 1, 2 or 3	EUR 50,000
2. Per Event for Insured Persons whilst travelling in any multi-engine aircraft	EUR 3 Million	Child – Death benefit	EUR 20,000
3. Per Event for Insured Persons whilst travelling in any aerial device other than a multi-engine aircraft	EUR 1.5 Million	Insured Persons aged 75 or over – Death, Loss of limb and Loss of sight benefits	EUR 25,000

Blue Travel Insurance - Schedule of Benefits Section B – Travel

Category	Category Definition	Effective Time / Journey Code
Travel A	All Directors of the Policyholder resident in the Republic of Ireland	<i>J14 - Business or holiday travel</i>
		Any trip made for Business or holiday purposes.
Travel B	Any person employed by or under contract to the Policyholder resident in the Republic of Ireland	<i>J12 - All Business travel (including Incidental Holiday travel)</i>
		Any trip made primarily for Business purposes, including Incidental Holiday travel.

Sub-section	Benefit Description	Benefit Amount
1. Medical and other travel expenses	Medical Expenses: (Cover does not apply to Journeys within Ireland)	EUR 2 Million
	Dental Expenses:	EUR 500
	Hospital Confinement outside Ireland: (Daily benefit payable for up to 40 days, max EUR 2,000)	EUR 50
	Supplementary Travel and Accommodation Expenses: (Including Funeral Expenses up to EUR 7,500)	EUR 15,000
	Emergency Repatriation Expenses:	EUR 2 Million
	Search and Rescue Expenses:	EUR 10,000
2. Personal Belongings	Personal Belongings: a) For journeys outside the Republic of Ireland b) For journeys within the Republic of Ireland Single Article Limit: EUR 1,000	EUR 2,500 EUR 1,000
	Personal Belongings Delay:	EUR 500
3. Business Equipment	Business Equipment:	
	a) Electronic Business Equipment: b) Other Business Equipment:	EUR 1,500 EUR 1,500
4. Money	Money: a) For journeys outside the Republic of Ireland b) For journeys within the Republic of Ireland	EUR 1,000 EUR 500
	Financial Card Misuse:	EUR 1,000
	Emergency Replacement of Passport, Visa, Travel Documents or Driving Licence:	EUR 1,500

5. Disruption	Cancellation Curtailment/Alteration/Rearrangement/Replacement Expenses:	EUR 5,000
	Aggregate Limit (per Journey or event):	EUR 50,000
	Travel Delay:	
	a) After 4 hours:	EUR 30
	b) For each 4 hours thereafter:	EUR 30
	c) Maximum payable any one journey:	EUR 400
6. Personal Liability	Personal Liability:	EUR 2 Million
7. Legal Expenses	Legal Expenses:	EUR 25,000
	Travel and Accommodation Expenses to attend court:	EUR 500
8. Political and Natural Disaster Evacuation	a) Evacuation Expenses:	EUR 10,000
	b) Where evacuation is not possible: A daily benefit for Accommodation Expenses for up to a maximum of EUR 500 (EUR 150 per day):	EUR 150
	Aggregate Limit (per Insured Event and in any one Period of Insurance):	EUR 10,000
9. Hijack	Daily Benefit: (payable for up to maximum 10 days)	EUR 500

Blue Travel Insurance

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Useful Phone Numbers

MAPFRE Assistance Travel Claims
0818 286 534

MAPFRE Assistance Emergency
Assistance Service
+353 91 545 955

Complaints
0818 286 534

Financial Services and Pensions Ombudsman
+353 1 567 7000

More detailed information is given in the following pages.

Call charges may vary. Calls may be recorded and monitored.

Insurance Agreement

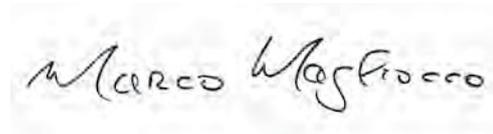
The Policyholder (as specified in the Policy Schedule) and MAPFRE Assistance Agency Ireland agree that:

The Policyholder will pay the Premium as agreed.

MAPFRE Assistance Agency Ireland will subject to the terms, Conditions, Provisions and Exclusions of this Policy, provide the Insurance in the manner and to the extent set out in this Policy. All information supplied to MAPFRE Assistance Agency Ireland by the Policyholder shall be incorporated into and be the basis of this Policy.

This Policy, the Schedule(s), Schedules of Benefits and endorsements, if any, shall be read together as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.

Signed on behalf of the Company



M. Magliocco
By Authority of the Board

Corporate Assistance

Consistent with its philosophy of customer care, MAPFRE has arranged a number of assistance services.

Some of these are available to all employees and others are available to travellers only.

The assistance services are included automatically with the insurance cover and are summarised below.

Telephone Based Services

To access *Corporate Assistance*, simply call:

+353 91 545 955 (for calls made from outside Ireland); or

091 545 955 (for calls made from within Ireland).

To help monitor and improve service standards, calls may be recorded.

You will be requested to provide a) your name; b) your company's name; c) the name of the policyholder; d) the nature of the assistance needed and e) a contact number or address where you can be reached. It would be helpful, but not essential, if you had your policy number to hand.

The assistance line cannot provide details of your cover and should not be contacted to make a claim when you return home. In both instances the person in your company who arranged this insurance, or your broker, should be contacted.

Corporate Assistance for all Insured Persons

During a Period of Insurance the Policyholder and Insured Person may call *Corporate Assistance* for a number of advice and information services providing support and practical advice including, but not limited to, the following:

Legal Advice

1. Advice where injury has been caused by the negligence of a third party.

Medical Advice

1. General medical advice which can be given over the telephone.
2. How to access details of the length of hospital waiting lists.
3. Advice on how to obtain a second opinion.

Corporate Assistance for all insured Journeys

Pre -Travel Assistance 📞

During a Period of Insurance the Policyholder and Insured Person may call *Corporate* assistance for pre-travel information about the country they intend to visit.

Some of the services available are as follows:

1. **General Advice**
 - a) Business and social customs.
 - b) Political situations.
 - c) Medical advice and medical facilities overseas.
 - d) Health precautions, including vaccinations.
 - e) Visa and entry permit requirements.
 - f) Currency and Banking hours.
 - g) Time zones and Climate.
 - h) Driving restrictions.

Travel Assistance 📞

If during a Period of Insurance the Insured Person requires medical or personal assistance or advice during a Journey they may call *Corporate* assistance in respect of:

1. **Medical Assistance**
 - a) **24 hour service** - 24 hours a day, 365 days a year multi-lingual service.
 - b) **Medical Expertise** - On hand for advice, referral or treatment.
 - c) **Air Ambulance** - Emergency repatriation including use of Air Ambulance or scheduled flights as necessary and appropriate.
 - d) **Local payment of hospital bills** - No need for the Insured Person to use their own cash.
 - e) **Drug replacement** - Replacement of essential maintenance medication or prescribed drugs.
 - f) **Arranging overseas hospitalisation** - Locating and arranging for Hospital Confinement and monitoring patients in co-operation with the attending local physician.
 - g) **Local Agent** - Arranging for the services of a local agent to provide assistance and advice.
 - h) **Funeral Arrangements** - Organising the repatriation of human remains and arranging the necessary import/export documents.
 - i) **Liaising** - with patient's relatives, employer, Ireland General Practitioners and Hospital Services.
 - j) **Relatives travelling to be with the Insured Person** Assisting accompanying relatives of the patient by arranging and paying for transport costs and additional accommodation costs – door to door.
 - k) **Locating and dispatching drugs** - plus contact lenses glasses blood and medical equipment which are unavailable at the patient's location.
2. **Non-medical Assistance**
 - a) **Replacing Lost or Stolen Documents** - Help with replacement of lost or stolen passport, tickets, or other travel documents.
 - b) **Cancelling Financial Cards** - Advice on cancellation of lost or stolen financial cards or travellers cheques.
 - c) **Emergency Cash** - Advance of emergency funds following loss or theft of money overseas. (Temporary loan only - Insured Person will be required to provide proof of ability to repay).
 - d) **Lost luggage location** - Help with the tracking of lost luggage.

- e) **Business Documents and messages** - Forwarding essential business documents and urgent messages. (Not insured - but the service is available at the Policyholder's/Insured Person's expense).
- f) **Legal advice**
- g) **Interpreters** - The translation of documents. (Not insured - but the service is available at the Policyholder's/Insured Person's expense).

Home Emergency Advice 📞

If, whilst on a Journey, a home emergency (e.g. a burst pipe, a broken window or a leaking roof) occurs at the Insured Person's private residence, the Insured Person may call *Corporate* Assistance to access a network of reliable tradesmen who will come and carry out repairs. The cost of any work undertaken must be borne by the Insured Person.

Consumer Protection Information

This Policy should be read carefully to ensure that it has been prepared in accordance with requirements. If there are any queries, these should be directed to the intermediary who arranged this cover. This Policy should be kept in a safe place - it may be needed for reference if a claim is made.

Insurance Act 1936 (or future amendments thereto)

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

Stamp Duties Consolidation Act 1999

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

Financial Regulator

MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE Agency Ireland, regulated by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda, Spain and is subject to the Central Bank of Ireland's conduct of business rules. The principal place of business of MAPFRE ASSISTANCE Agency Ireland is at Ireland Assist House, 22-26 Prospect Hill, Galway. MAPFRE ASSISTANCE Agency Ireland conducts business in Ireland in accordance with the Code of Conduct for Insurance Undertakings published by the Central Bank of Ireland. Registered in Republic of Ireland. Reg No 903874.

Complaints Procedures

Making Yourself Heard

If You have cause for complaint, it is important that You know that We are committed to providing You with an exceptional level of service and customer care. We realise that things can go wrong and there may be occasions when You feel that We have not provided the service You expected. When this happens, We want to hear about it so that We can try to put things right.

Who to Contact?

The most important factors in getting Your complaint dealt with as quickly and efficiently as possible are:

1. to be sure You are talking to the right person, and;
2. that You are giving them the right information.

When You Contact Us:

1. Please give Us Your name and contact telephone number.
2. Please quote Your policy and/or claim number and the type of policy You hold.
3. Please explain clearly and concisely the reason for Your complaint.

So We begin by establishing Your first point of contact:

Step One – Initiating Your Complaint

Does Your complaint relate to:

- A. Your policy?
- B. A claim on Your policy?

If A, You need to contact the agent who sold You Your policy.

If B, You need to contact Mapfre Assistance on 0818 286 534.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if You are not satisfied, You can take the issue further:

Step Two – Beyond MAPFRE ASSISTANCE

If We have given You Our final response and You are still dissatisfied You may refer Your case to the Financial Services and Pensions Ombudsman (FSPO). The FSPO is an independent body that arbitrate on complaints about general insurance products. It will only consider complaints after We have provided You with written confirmation that Our internal complaints procedure has been exhausted:

The FSPO can be contacted at:

The Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29

Phone: +353 1 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

Referral to the FSPO will not affect Your right to take legal action against Us.

Our Promise to You

Calls are recorded and monitored.

We will provide You with the name of one or more individuals appointed by Us to be Your point of contact in relation to Your complaint until the complaint is resolved or cannot be processed any further;

We will provide You with a regular written update on the progress of the investigation of Your complaint at intervals of not greater of 20 business days;

We will attempt to investigate and resolve Your complaint within 40 business days of having received Your complaint; where the 40 business days have elapsed and the complaint is not resolved, We will inform You of the anticipated time frame within which We hope to resolve Your complaint.

Within 5 business days of the completion of the investigation of Your complaint, We will advise You in writing of the outcome of the investigation and, where applicable, explain the terms of any offer or settlement being made. Step two above outlines Your right to contact the Financial Ombudsman Service, should You be dissatisfied with the outcome of Our investigation.

Data Protection

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

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

We use your personal data in the following ways:

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

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

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

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

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

We disclose your personal information to third parties where:

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

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

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

To assist with fraud prevention and detection we may:

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

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

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

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

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

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

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

General Definitions

Accident shall mean a sudden, external and identifiable event that happens by chance and could not have been expected. The word 'accidental' shall be construed accordingly. If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to severe weather conditions MAPFRE will consider it as having been caused by an Accident.

Accommodation shall mean accommodation of a standard up to but not exceeding that in which the Insured Person was or would have been staying during the course of the Journey.

Additional Insured Person shall mean any person or category of persons shown as being Additional Insured Persons in Section B - Travel.

Associated Company shall mean a company or organisation of the Policyholder the name of which has been advised to and accepted by MAPFRE.

Bodily Injury shall mean injury which is caused solely by Accidental means and which independently of illness or any other cause results in the Insured Person's death or disablement, within twenty-four calendar months from the date of the Accident.

Business shall mean the business of the Policyholder as described in the Schedule.

Corporate Assistance shall mean:

- a) the telephone advice and information services; and/or
- b) the travel assistance and emergency medical and repatriation services arranged by MAPFRE.

Business Partner shall mean an individual who has entered into a legal contract with one or more people to manage the Business of the Policyholder and to share in the responsibilities, resources, profits and liabilities of such Business.

Child/Children shall mean the children, stepchildren and legally adopted children for whom an Insured Person or their Partner is the Parent or Legal Guardian.

To be covered by this Policy, the Child/Children must:

1. not be married; and
2. be under 18 years of age or under 23 years of age if in Full Time Education.

Commuting shall mean travel between normal residence and normal place of work.

Corporate Event shall mean any Business related event arranged by or on behalf of the Policyholder in order to promote their Business.

Country of Domicile shall mean the Republic of Ireland.

Dependent Child shall mean a Child who is dependent on the Insured Person or the Insured Person's Partner.

Director shall mean a serving director (other than a non-executive director) of the Policyholder as defined by Section 2.1 of the Companies Act 1963 or any statutory amendment modification or re-enactment of such Act or Regulations made under such Act.

Effective Time shall mean the time, during a Period of Insurance, when an Insured Person is covered – as detailed in the Schedule of Benefits.

Employee(s) shall mean any person(s) under a contract of service or apprenticeship with the Policyholder.

EUR shall mean Euro.

Excess shall mean the first amount of a claim, expressed as a monetary amount or a percentage of the loss, which the Policyholder must bear.

Full Time Education shall mean a programme of learning provided by a recognised educational body, which leads to a qualification by examination or assessment which is either:

1. full-time study; or
2. a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

Hospital shall mean any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the Insured Person is under the constant supervision of a Qualified Medical Practitioner.

Hospital Confinement shall mean admission to a Hospital as an In-patient as a result of bodily injury or illness for a continuous period of 24 hours or more on the advice of and under the constant supervision of a Qualified Medical Practitioner.

Incidental Holiday shall mean any holiday taken in conjunction with a Journey made primarily for Business purposes.

In-patient shall mean an Insured Person who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of bodily injury or illness and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.

Insured Person shall mean any person or category of persons shown:

1. as being insured in the Schedule of Benefits; and
2. as Additional Insured Persons under Section B – Travel.

Ireland shall mean Republic of Ireland.

Journey shall mean any trip described in the Schedule of Benefits, which;

1. must commence and finish within Period of Insurance; and
2. is not intended, without the prior written agreement of MAPFRE, to exceed thirty one days duration. Cover will start from the time of leaving home or normal place of Business (whichever is left first) and continue until arrival back at home or normal place of Business (whichever is reached last).
3. must involve two nights pre-booked accommodation away from home or normal place of business for any travel solely within Ireland.

Occupation shall mean carrying out the duties of one's employment in the Business.

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

Partner shall mean:

1. an Insured Person's spouse; or
2. an Insured Person's civil partner, registered pursuant to the Civil Partnership Act; or
3. someone of either sex with whom an Insured Person is living as though they are their spouse or civil partner at the time of the occurrence which is the subject of a claim under this Policy.

Period of Insurance shall mean the period between and inclusive of the dates shown From: and To: in the Policy Schedule commencing at 00.01 hours on the earliest date shown and expiring at midnight on the latest date shown. Both dates refer to local standard time at the address of the Policyholder as shown in the Policy Schedule.

Policy shall mean the terms and conditions of Your insurance as outlined in this document.

Policyholder shall mean document that forms part of Your Policy and contains details of the persons insured and the effective dates of cover.

Policy Schedule shall mean document that forms part of Your Policy and contains details of the persons insured and the effective dates of cover.

Premium shall mean the amount shown on the Policy Schedule in respect of the specified Period of Insurance or any amount which subsequently becomes due as a result of alteration, adjustment or renewal of the Policy.

Qualified Medical Practitioner shall mean a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice other than:

1. an Insured Person; or
2. a Partner of the Insured Person; or
3. a member of the immediate family of the Policyholder or of an Insured Person; or
4. an Employee or Director of the Policyholder.

Specific Definitions Specific Conditions, Specific Provisions and Specific Exclusions shall mean those definitions conditions, provisions and exclusions, more particularly stated in the sections or sub-sections to which they specifically apply.

War shall mean armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

We/Us/Our shall mean MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE Agency Ireland whose registered address is Ireland Assist House, 22-26 Prospect Hill, Galway.

Winter Sports shall mean Guided cross country skiing (Nordic skiing), glacier skiing, mono skiing, off piste skiing or snowboarding except in areas designated as unsafe by local resort management unless accompanied by a locally qualified guide, recreational racing, skiing, snowboarding, snowmobiling and snow sledging.

You/Your/Insured Person (s) shall mean any person or category of persons shown:

1. as being insured in the Schedule of Benefits; and
2. as Additional Insured Persons under Section B – Travel.

PLEASE NOTE that Specific Definitions relative to individual Sections or sub-sections of this Policy are located and contained in the appropriate Sections or sub-sections.

General Conditions

Acquisitions

If during the Period of Insurance the Policyholder acquires or creates a subsidiary or Associated Company either directly or through one of its own subsidiaries, cover under this Policy automatically extends to include such subsidiary or Associated Company from the date of its acquisition or creation, provided that the revised underwriting information does not change.

Adjustable Premiums

If it has been agreed that any part of the premium, being based on estimated numbers, is adjustable then the Policyholder shall within 30 days of the end of the Period of Insurance provide the actual numbers to MAPFRE and the premium will be adjusted accordingly.

Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions. Where any difference is to be referred to arbitration in accordance with this Condition, the making of an award shall be a condition precedent to any right of action against MAPFRE.

Assignment

Subject to the General Condition headed 'Payment of Benefits', the benefits under this Policy may not be assigned by the Policyholder. MAPFRE shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.

Cancellation

MAPFRE may cancel this Policy by giving thirty days written notice to the Policyholder at their last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and MAPFRE shall promptly return any unearned portion of the premium paid.

Change in Business Description

The Policyholder shall give written notice within a reasonable time of any alteration in the Policyholder's Business.

Choice of Law

Unless We and You agree otherwise the law of **Republic of Ireland** will apply to this policy.

Compliance with Policy Requirements

Where the Policyholder or an Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy MAPFRE reserves the right not to pay a claim.

Contracts (Rights of Third Parties) Act

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this Policy. Only MAPFRE and the Policyholder can enforce the terms of this Policy. No other party may benefit from this contract as of right. The Policy may be varied or cancelled without the consent of any third party.

Cooling Off Period

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

Interest

No sum payable by MAPFRE under this Policy shall carry interest unless payment has been unreasonably delayed by MAPFRE following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by MAPFRE, it will be calculated:

1. from the date of final receipt of such certificates, information or evidence; and
2. at the base rate established by the European Central Bank on such date.

Important Conditions Relating to Health

It is a condition of this policy that there is no cover provided under the following sections - Injury, Medical and other Expenses and Disruption if at the time of purchasing the policy the Insured person had received a terminal prognosis.

Journeys continuing beyond expiry of Period of Insurance

Where a Journey continues beyond the expiry of the Period of Insurance for reasons beyond the control of the insured person for which a valid claim is being processed under the policy. Such period is extended up to a maximum of twelve months or until the completion of such journey whichever is sooner.

Misdescription

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the Policyholder.

Other Insurance

The cover provided under Section B – Travel in respect of any Additional Insured Person shall apply fully where no more specific insurance is in place for such person. Where more specific insurance is in place covering the same claim this policy shall apply only in excess of any amount paid under such other more specific insurance and shall not cover the first amount of any claim that the Insured Person is liable to bear themselves under such policy.

Payment of Benefits

Notwithstanding the General Condition headed 'Assignment', where in relation to any claim the Policyholder, at its discretion, directs MAPFRE to do so, MAPFRE shall pay benefits to, or indemnify, a named Insured Person and the receipt of such Insured Person shall be a sufficient discharge of MAPFRE's liability to indemnify or pay the benefits concerned.

Reasonable Care

You must take all reasonable steps to prevent any accident, Injury, illness, disease, loss or damage to You or to any person on whose behalf you are making a claim.

Reasonable Precautions

The Policyholder and Insured Person shall take all reasonable steps to avoid or minimise any loss or damage and to recover any property which has been lost or stolen.

Residency

This policy is only available to You if You are permanently resident in Ireland and have been for the past 6 months prior to the date of issue.

PLEASE NOTE that Specific Conditions relevant to the individual Sections and sub-sections of this Policy are located and contained in the appropriate Sections or sub-sections.

Claims Provisions

1. On the happening of any occurrence likely to give rise to a claim under this policy notice shall be given to MAPFRE Assistance Travel Claims as soon as reasonably possible after the date of occurrence.
Postal Address: Ireland Assist House, 22-26
Prospect Hill, Galway.
Telephone: 0818 286 534
2. The Policyholder shall at their own expense furnish to MAPFRE such certificates, information and evidence as MAPFRE may from time to time reasonably require in the form prescribed by MAPFRE. MAPFRE shall be allowed at its own expense, upon reasonable notice to the Policyholder, to request a medical examination of an Insured Person as appropriate.
3. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Policyholder or anyone acting on the Policyholder's behalf or by an Insured Person or any Insured Person's legal representatives to obtain benefit under this Policy MAPFRE shall be under no liability in respect of such claim.
4. Any Excess, where applicable, will apply separately under each section or sub-section, in respect of each and every claim and for each Insured Person.
5. The Insured Person shall as soon as possible after the occurrence of any Accidental bodily injury or illness;
 - a) obtain and follow the advice of a Qualified Medical Practitioner.
 - b) co-operate with and follow the advice of an independent rehabilitation case manager where appointed by MAPFRE and MAPFRE shall not be liable for any consequences of the Insured Person's failure to cooperate and obtain and follow such advice and use such appliance or remedies as may be prescribed.
6. In the event of death of an Insured Person who is also the Policyholder, the benefit payable for death will be paid to the estate of such Policyholder/Insured Person.
7. Claims involving foreign currency will be converted into the currency in which the premium and benefits/indemnity limits are shown.

General Exclusions

1. MAPFRE shall not be liable for payment of any benefit for Bodily Injury, loss or expense suffered or incurred by an Insured Person aged seventy five or over whilst on a Journey of more than thirty days duration; or
2. MAPFRE shall not be liable for Bodily Injury, loss, damage or expense resulting from or contributed to by, directly or indirectly:
 - a) the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury.
 - b) the Insured Person engaging in aviation as a pilot or crew member of an aircraft or other aerial device.
 - c) the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.
 - d) War, whether declared or not.
 - e) the Insured Person travelling to any country which is or whose armed forces are engaged in War within its own borders where that part of a Journey commences after the outbreak of such War.
3. MAPFRE shall not be liable for any expenses associated with normal pregnancy without any accompanying bodily Injury, illness, disease or complications.

PLEASE NOTE that Specific Exclusions relating to individual Sections or sub-sections of this Policy are located and contained in the appropriate Sections or sub-sections.

Section A (i) - Injury

The cover provided by this section or its sub-sections will apply only if a benefit amount is shown in the relevant section or sub-sections in the Schedule of Benefits on pages 2 and 3 of this Policy.

If during a Period of Insurance an Accident occurs during the Effective Time shown in the Schedule of Benefits or during a Journey and causes Bodily Injury to an Insured Person, MAPFRE will pay the appropriate amounts under Items 1 to 3 below:

1. Death

Where Bodily Injury results in death MAPFRE will pay up to the amount shown in the Schedule of Benefits.

Specific provision applicable to death

If an Insured Person disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such Insured Person has died as a result of Bodily Injury, the death Benefit shall become payable subject to a signed undertaking being given by the Policyholder that if the belief is subsequently found to be wrong such death Benefit shall be refunded to MAPFRE.

2. Permanent Total Disablement

Where Bodily Injury results in Permanent Total Disablement MAPFRE will pay up to the amount shown in the Schedule of Benefits.

3. Permanent Disabling Injuries

Where Bodily Injury results in:

(S) Permanent Disabling Injuries (Specified)

MAPFRE will pay a percentage of the amount shown under Variable Injury Benefit 3 in the Schedule of Benefits. The percentage payable will be relative to the degree of disablement as shown in the following Scale of Injuries which prescribes the maximum percentage payable for a range of Permanent Disabling Injuries.

Scale of Injuries	
Loss of one or more limbs	100%
Loss of sight in one or both eyes	100%
Loss of speech	100%
Loss of hearing in both ears	100%
Loss of hearing in one ear	25%

Specific provisions applicable to Permanent Disabling Injuries

- The total amount payable shall not exceed 100% of the amount shown in the Schedule of Benefits for Permanent Disabling Injuries Injury Benefit 3, for each Insured Person in respect of any one Accident.
- Cover for an Insured Person who has attained the age of seventy-five years shall be limited to Loss of one or more limbs or Loss of sight in one or both eyes and the maximum benefit amount payable shall not exceed the amount stated in the Schedule of Benefits.

Rehabilitation Case Management

Where an Insured Person suffers Bodily Injury which is likely to result in a valid claim under the items described below, MAPFRE will, for the case management period described below, appoint a firm of independent injury management specialists to provide Rehabilitation Case Management Services.

	Variable Injury Benefits shown in the Schedule of Benefits	Case Management Period
1.	Items 2 or 3	12 months

Specific provision applicable to Rehabilitation Case Management

Rehabilitation Case Management Services shall mean:

- carrying out an initial telephone assessment of the situation with the Insured Person, the Insured Person's medical advisors, the Policyholder and MAPFRE
- providing support to the Insured Person throughout their recovery and encouraging the Insured Person to minimise the effects of their injury and to follow the recommended course of rehabilitation;
- advising on and co-ordinate an achievable return to employment;
- regularly updating the Policyholder on the Insured Person's progress or recovery.

MAPFRE may, at its sole discretion, extend the case management period where it considers that to do so would be in the best interests of the parties concerned.

Section A (ii) - Injury - Additional Covers

This policy extends to provide the following covers automatically to Insured Persons described in the Schedule of Benefits.

Dependent Adult Benefit

Where Bodily Injury results in death of an Insured Person and a benefit amount is shown for such Insured Person for death under Section A – Item 1 of the Schedule of Benefits, MAPFRE will pay €5,000 for each Dependent Adult.

This benefit is payable in addition to the death benefit.

Dependent Child Benefit

Where Bodily Injury results in death and a benefit amount is shown for death under Section A – Item 1 of the Schedule of Benefits, MAPFRE will pay €5,000 or 5% of such benefit amount payable, whichever is the greater, for each Dependent Child.

This benefit is payable in addition to the death benefit.

Aggregate Limit shall mean the maximum amount shown in the Schedule of Benefits that MAPFRE will pay per Event. Where more than one Schedule, Schedule of Benefits or Policy showing benefits has been issued by MAPFRE in the name of the Policyholder, one Aggregate Limit, the greatest, shall apply over all.

Dependent Adult shall mean any person who is dependent on the Insured Person for whom the Insured Person was in receipt of a carer's or attendance benefit from the State.

Event shall mean all instances of Bodily Injury arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 72 consecutive hours and within a 10-mile radius. No instance of Bodily Injury occurring outside such period and/or radius shall be included in that event.

Loss of hearing shall mean total and permanent loss of hearing.

Loss of limb shall mean:

1. in respect of an arm:
 - a) permanent physical severance of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand); or
 - b) the permanent total loss of use of an entire hand or arm; and
2. in respect of a leg:
 - a) physical severance or total loss of use above the level of the ankle (talo-tibial joint); or
 - b) the permanent total loss of use of an entire foot or leg.

Loss of sight shall be deemed to have occurred:

1. in both eyes when the Insured Person's name has been added to the register of Blind Persons on the authority of a qualified ophthalmic specialist; or
2. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and MAPFRE is satisfied that the condition is permanent and without expectation of recovery.

Loss of speech shall mean total and permanent loss of speech.

Maximum Limit per Insured Person shall mean the maximum amount shown in the Schedule of Benefits payable for any Insured Person for all Bodily Injury arising from any one Accident.

Permanent Disabling Injury shall mean disablement which has lasted for at least 12 months and which in MAPFRE's opinion is beyond hope of recovery and will in all probability continue for the remainder of the Insured Person's life.

Permanent Total Disablement ('Usual') shall mean Permanent Disabling Injury which results in the Insured Person's inability to perform or give attention to their usual occupation for at least 12 months and at the end of that time being beyond the hope of improvement.

Permanent Total Disablement ('Any') shall mean Permanent Disabling Injury which results in the Insured Person's inability to perform or give attention to any occupation for at least 12 months and at the end of that time being beyond the hope of improvement.

Remunerated Employment shall mean any gainful remunerated work for which the Insured Person is contracted to work at least 16 hours per week.

Terrorism shall mean any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed in the pursuit of War or for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Specific Conditions applicable to Injury

1. Benefit shall not be payable under more than one of Section A, Items 1 to 3 to one Insured Person in respect of any one Accident.
2. The total benefit payable to one Insured Person in respect of any one Accident shall not exceed the maximum per person limits shown in the Schedule of Benefits.
3. The death Benefit is limited to the amounts shown in the Schedule of Benefits in respect of:
 - a) a child except where such child is an Insured Person who is aged 16 or 17 at the date of sustaining Bodily Injury and is a Director, Business Partner or Employee of the Policyholder.
 - b) An Insured Person who is aged 75 or over at the date of sustaining Bodily Injury.
4. Any contributory degenerative condition or disablement (as determined by a Qualified Medical Practitioner) known by the Insured Person to be in existence at the time of sustaining Bodily Injury will be taken into account by MAPFRE in assessing the level of benefit payable.
5. If the aggregate amount of all benefits payable under this Section exceeds the applicable Aggregate Limit the benefit amount payable for each Insured Person shall be proportionately reduced until the total of all benefits does not exceed such Aggregate Limit. Where more than one Policy showing benefits has been issued by MAPFRE in the name of the Policyholder, one aggregate limit of liability, the greatest, shall apply over all.

Specific Exclusions applicable to Injury

MAPFRE shall not be liable:

1. if Bodily Injury results from the Insured Person suffering from sickness or disease which is not itself the direct result of Bodily Injury.
2. for disabilities arising from:
 - a) Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.
 - b) any psychological or psychiatric condition
 - i) which follows Accidental bodily injury to an Insured Person and results in Permanent Disabling Injury or Temporary Total Disablement;
 - ii) resulting in Temporary Total Disablement where Accidental bodily injury is not suffered and which follows the Insured Person directly witnessing an act of Terrorism on a publicly licensed conveyance other than an aircraft or sea vessel.
3. for payment for Permanent Total Disablement (Usual) or (Any) in respect of an Insured Person who is:
 - a) a Child, except where such Child is an Insured Person aged 16 or 17 and is a Director, Business Partner or Employee of the Policyholder; or
 - b) aged 75 years or over at the date of sustaining Bodily Injury;
4. for payment for Permanent Total Disablement (Usual) or (Any) where a benefit amount is stated under Section A, Item 2 in the Schedule of Benefits and the Insured Person is not usually engaged in Remunerated Employment.
5. for payment for Permanent Disabling Injuries in respect of an Insured Person aged 75 years or over:
 - a) other than for Loss of one or more limbs and Loss of sight in one or both eyes; and
 - b) for more than the maximum limit shown in the Schedule of Benefits;
6. for any amount in excess of the Aggregate Limit.
7. for any amounts in excess of the maximum limit per Insured Person shown in the Schedule of Benefits.
8. for any expenses incurred as a result of labour accidents that are directly and exclusively a consequence of an activity that involves risk for the physical integrity or the health of the worker: due to the use of tools, vehicles, ships, aircraft, machinery and equipment in the course of their work; due to the worker's exposition to harmful agents; due to the use of explosive, inflammable or hazardous substances during the execution of their work; due to undertaking work on floating vessels or platforms, aircraft, tunnels, towers, posts, wells, quarries, levelling or other works and, in general, in exposed, confined, unstable or notoriously dangerous locations.

Section B – Travel Insured Persons

1. The cover applies to the categories of Insured Persons described in the Schedule of Benefits – Section B - Travel
2. Cover applies to the following additional Insured Persons automatically provided:
 - a) the appropriate conditions (described hereafter) are met.
 - b) there is no more specific insurance in place. Where more specific insurance is in place covering the same claim this policy applies only in excess of any amount paid under such other more specific insurance and shall not cover the first amount of any claim that the Insured Person is liable to bear under such policy.

Section B – Travel – Additional Insured Persons

Category	Category description	Journey definition applicable to Category
Travel A	Partners and Children of Directors	J14 - Any trip made for Business or holiday purposes .
Travel B	Partners and/or Children of Employees whilst accompanying, travelling independently to join, or returning from being with such Employees who are on a Journey	J12 - Any trip made primarily for Business purposes, including Incidental Holiday travel ; The Journey definition will correspond with that of the Employee

Section B – Travel – Sub-sections

The cover provided by the following sub-sections will apply only if a benefit amount is shown in the relevant sub-sections in the Schedule of Benefits.

1 - Medical and other travel expenses

Medical Expenses

If during a Period of Insurance the Insured Person becomes ill or sustains bodily injury during a Journey MAPFRE will indemnify the Policyholder in respect of Medical Expenses up to the amount shown in the Schedule of Benefits for any one Journey.

Specific Definition applicable to Medical Expenses

Medical Expenses shall mean all reasonable costs necessarily incurred outside the Insured Person's Country of Domicile for Hospital, nursing home, ambulance within the country where the accident/illness occurred (or ambulance or other transportation to a medical facility in a country other than that in which the accident/illness occurred - provided such transportation has been organised by *Corporate* assistance), surgical or other diagnostic or remedial treatment given or prescribed by a Qualified Medical Practitioner. Dental and/or optical expenses are covered only if incurred in an emergency or as a direct result of bodily injury caused solely by an Accident. (Dental expenses are restricted to those incurred only for the immediate and direct relief of pain for the duration of the Journey up to the amount shown in the schedule of benefits).

Hospital Confinement benefit outside Ireland

If during a Period of Insurance the Insured Person becomes ill or sustains bodily injury during a Journey resulting in the Insured Person's Hospital Confinement outside Ireland MAPFRE will pay the Policyholder the amount shown in the Schedule of Benefits for any one Journey.

Supplementary Travel and Accommodation Expenses

If during a Period of Insurance the Insured Person becomes ill or sustains bodily injury during a Journey MAPFRE will indemnify the Policyholder in respect of Supplementary Travel and

Accommodation Expenses up to a maximum of the amount shown in the Schedule of Benefits for any one Journey.

Specific Definition applicable to Supplementary Travel and Accommodation Expenses

Supplementary Travel and Accommodation Expenses

shall mean reasonable additional costs necessarily incurred:

1. for travel and Accommodation by up to two relatives, friends or close Business associates of the Insured Person who on medical advice from a Qualified Medical Practitioner are advised to travel to or remain with the Insured Person;
2.
 - a) in transporting the Insured Person's body or ashes for burial in Ireland or in any other country; and/or
 - b) in transporting the Insured Person's Personal Belongings (as defined in the Personal Belongings Section) back to Ireland.
 - c) for funeral expenses incurred in the burial or cremation of the Insured Person overseas (such expenses being limited to the amount shown in the Schedule of Benefits).

Emergency Repatriation Expenses

If during a Period of Insurance the Insured Person becomes ill or sustains injury during a Journey MAPFRE will indemnify the Policyholder in respect of Emergency Repatriation Expenses.

Specific Definition applicable to Emergency Repatriation Expenses

Emergency Repatriation Expenses shall mean all reasonable costs necessarily incurred in repatriating the Insured Person to the most suitable Hospital or to the Insured Person's home address in Ireland provided that such repatriation/transportation is:

1. medically necessary; and
2. organised by *Corporate* Assistance.

Specific Conditions applicable to Emergency Repatriation Expenses

1. *Corporate* Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
2. The Policyholder and/or Insured Person must not make or attempt to make arrangements without the involvement and/or agreement of *Corporate* Assistance.
3. Any repatriation must be organised by *Corporate* Assistance who will use the most appropriate method including, if necessary, the use of air services and arrange for qualified medical staff to accompany an Insured Person if required.
4. The Policyholder will reimburse MAPFRE in respect of all costs incurred in the event of repatriation services being provided by *Corporate* Assistance in good faith to any person not insured under this Policy.

Corporate Assistance also includes the following services:

1. Providing a 24 hour multi-lingual emergency medical assistance service.
2. Guaranteeing the payment of overseas hospital and doctor's accounts outside Ireland.
3. Arranging overseas hospitalisation outside Ireland and the monitoring of patients in co-operation with the attending local physician.
4. When recommended by *Corporate* Assistance's Chief Medical Officer arranging for the Insured Person to be either:
 - a) repatriated to Ireland; or
 - b) transported to a nearer country including, when necessary, organisation of transport, medical escorts and the provision of special medical equipment Guaranteeing the payment of overseas hospital and doctor's accounts.
5. Arranging for the services of a local agent to provide assistance and advice.
6. Organising the repatriation of human remains and arranging the necessary import/export documents.
7. Liaising with Ireland General Practitioners, Hospital Services and patient's relatives.
8. Assisting accompanying relatives of the patient by arranging and paying for additional Accommodation and transport costs.
9. Locating and despatching drugs, contact lenses, glasses, blood and medical equipment which are unavailable at the patient's location.

Search and Rescue Expenses

If during a Period of Insurance whilst on a Journey outside Ireland an Insured Person is reported as missing and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where:

1. it is known or believed that the Insured Person may have sustained Bodily Injury or suffered illness, or
2. weather or safety conditions are such that it becomes necessary to do so in order to prevent the Insured Person from sustaining Bodily Injury or suffering illness.

MAPFRE will indemnify the Policyholder up to the benefit amount shown in Schedule of Benefits in respect of the necessary and reasonable costs incurred by *Corporate* assistance and/or levied by recognized rescue or police authorities in searching for such Insured Person and for bringing them to a place of safety.

Specific Conditions applicable to Search and Rescue

1. The Insured Person must comply at all times with local safety advice and adhere to recommendations prevalent at the time.
2. The Insured Person must not knowingly endanger either their own life or the life of any other Insured Person or engage in activities where their experience or skill levels

fall below those reasonably required to participate in such activities.

3. *Corporate* Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
4. Where it is reasonable and practical to do so, the Policyholder and/or Insured Person must make arrangements for search and rescue only with the involvement and/or agreement of *Corporate* Assistance.
5. Expenses are only payable for the Insured Person's proportion of the search and rescue operation.
6. Costs will only be covered up to the point where the Insured Person is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
7. A written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to MAPFRE in the event of a claim.
8. Where any event covered under this sub-section is, or is subsequently found to be covered under the:
 - a) Medical or other travel expenses sub-section; or
 - b) Political or Natural Disaster Evacuation sub-section.

Specific Exclusions applicable to Medical and other travel expenses

MAPFRE shall not be liable for:

1. any expenses incurred where a Journey is undertaken against the advice of a Qualified Medical Practitioner or where the purpose of the Journey is to receive medical treatment or advice.
2. any expenses which are recovered from any national insurance programme which is applicable to the Insured Person.
3. any treatment after the insured person has returned to their Country of Domicile.
4. treatment which in any way arises from or is attributable to any Human Immunodeficiency Virus infection or related syndrome unless it can be proved to the reasonable satisfaction of MAPFRE and their medical advisors that this was contracted as a result of a blood transfusion or other medical treatment received for an unrelated injury or illness whilst on a Journey.
5. any expenses incurred by an Insured Person aged seventy five years or over whilst on a Journey in excess of thirty days duration.
6. any expenses associated with normal pregnancy without any accompanying bodily Injury, illness, disease or complications.
7. Expenses incurred as a result of any illness where You have not had the recommended inoculations and/or taken the recommended medication prior to the Trip
8. for any expenses incurred as a result of labour accidents that are directly and exclusively a consequence of an activity that involves risk for the physical integrity or the health of the worker: due to the use of tools, vehicles, ships, aircraft, machinery and equipment in the course of their work; due to the worker's exposition to harmful agents; due to the use of explosive, inflammable or hazardous substances during the execution of their work; due to undertaking work on floating vessels or platforms, aircraft, tunnels, towers, posts, wells, quarries, levelling or other works and, in general, in exposed, confined, unstable or notoriously dangerous locations.

2 - Personal Belongings

If during a Period of Insurance the Insured Person sustains loss of or damage to Personal Belongings during a Journey MAPFRE will pay the Policyholder, on behalf of the Insured Person, in respect of such loss or damage up to the amount shown in the Schedule of Benefits for any one Journey.

Specific definition applicable to Personal Belongings

Personal Belongings shall mean personal articles which are the property of the Insured Person; or property, other than Business Equipment or Electronic Business Equipment (as defined under Section 3 – Business Equipment), for which they are responsible; and which are taken on or acquired during the Journey.

Personal Belongings Delay

If during a Period of Insurance access is denied to all or part of the Insured Person's Personal Belongings for more than four hours during any stage of a Journey (other than the final return stage to Ireland) for any reason outside the Policyholder's or Insured Person's control MAPFRE will reimburse the Policyholder in respect of sums paid for the purchase of essential items of replacement clothing or toilet requisites up to the amount shown in the Schedule of Benefits. Any amounts paid under this extension will be deducted from any subsequent amounts payable under Personal Belongings in respect of the same loss.

3 - Business Equipment

If during a Period of Insurance the Insured Person sustains loss of or damage to:

- a) Electronic Business Equipment; and/or
- b) Other Business Equipment;

during a Journey, MAPFRE will indemnify the Policyholder in respect of such loss or damage up to the amounts shown in the Schedule of Benefits.

Specific Definition applicable to Business Equipment

Business Equipment shall mean any articles, other than Electronic Business Equipment, used primarily for Business purposes, which are the property of the Policyholder and for which the Insured Person is responsible and which are taken on or acquired during the Journey undertaken by the Insured Person.

Electronic Business Equipment shall mean electronic articles used primarily for Business purposes, which are the property of the Policyholder and for which the Insured Person is responsible and which are taken on or acquired during the Journey undertaken by the Insured Person.

Specific Exclusions applicable to Personal Belongings and Business Equipment

MAPFRE shall not be liable for:

1. loss of or damage to mechanically propelled vehicles or their accessories (whether such accessories are permanently fitted to such vehicle or not);
2. loss of any items left in a motor vehicle unless kept out of sight in a locked boot or compartment or under the purpose built luggage cover of an estate or hatchback car;
3. loss or corruption of or damage to software, information or data contained in any computer, tapes, media or other electronic equipment or device or any consequential loss arising therefrom;
4. loss or damage due to:
 - a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration; or
 - b) inherent mechanical or electrical failure, breakdown or derangement; or
 - c) any process of cleaning, restoring, repairing or alteration;
5. more than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set;

6. loss, damage or delay occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a Property Irregularity Report obtained;
7. loss or damage to any items sent as freight or under an airway-bill or bill of lading;
8. loss due to confiscation or detention by customs or any other authority;
9. any items of household furniture, household appliances or household equipment;
10. theft of Electronic Business Equipment not involving forcible or violent means;
11. loss or damage to Electronic Business Equipment which is insured under any other insurance policy;
12. loss of Money as defined in the Money Section;

Specific Conditions applicable to Personal Belongings and Business Equipment

1. Any Theft or Loss of Personal Belongings or Business Equipment must be reported to the local Police in the country where the incident occurred within 24 hours of discovery and a written report of the loss or theft obtained.
2. On the happening of any loss or damage MAPFRE shall be entitled:
 - a) to take and keep possession of any article and to deal with salvage in a reasonable manner.
 - b) at its own option to repair or replace any article for which it is liable.
3. In the event of total loss or destruction of any article of Personal Belongings the basis of settlement shall be the cost of replacing the article as new provided that:
 - a) the replacement article is substantially the same but not better than the original article when new; and
 - b) proof of purchase/ownership is provided for articles valued in excess of €500; and
 - c) the receipt for the replacement item is provided.
4. In the event of total loss or destruction of any article of Business Equipment or Electronic Business Equipment the basis of settlement shall be the market value of the article at the date of loss taking into account wear, tear and depreciation.
5. In respect of any one Insured Person the Benefit amount shall not be reduced by the amount of any loss during any one Journey and no additional premium shall be payable for such automatic reinstatement of cover.

4 - Money

If during a Period of Insurance the Insured Person sustains loss or damage to Money during a Journey, or during the seventy two hours immediately prior to commencement or subsequent to completion of the Journey, MAPFRE will pay the Policyholder, on behalf of the Insured Person, in respect of such loss up to the amount shown in the Schedule of Benefits for any one Journey.

Specific Definition applicable to Money

Money shall mean coins or bank notes (cash), postal or money orders, travellers cheques and other cheques, letters of credit, travel tickets, promotional vouchers, petrol coupons or other prepaid coupons which belong to or are in the custody and control of an Insured Person and are intended for travel, meals, accommodation and personal expenditure only.

Financial Card Misuse

If during a Period of Insurance the Policyholder or Insured Person sustains financial loss directly as a result of a financial card being lost or stolen during a Journey and subsequently being used fraudulently by any person other than:-

1. the Insured Person; or
2. a member of the Insured Person's family; or
3. an Employee of the Policyholder where the financial card is issued on behalf of the Policyholder.

MAPFRE will indemnify the Policyholder, or pay the Policyholder on behalf of the Insured Person, for such loss up to the amount shown in the Schedule of Benefits for any one Journey.

Specific provision applicable to Financial Card Misuse

The Policyholder or the Insured Person must comply fully with all the terms and conditions under which such card has been issued.

Emergency Replacement of Passport, Visa, Travel Documents or Driving Licence

If during a Period of Insurance and during a Journey the Insured Person sustains loss or theft of or damage to:

1. their passport, visa or other essential travel documents
MAPFRE will indemnify the Policyholder or Insured Person in respect of fees charged and any reasonable additional travel or Accommodation expenses incurred in replacing them; or
2. their Driving Licence or International Driving Licence
MAPFRE will indemnify the Policyholder or Insured Person in respect of fees charged by the appropriate authorities in obtaining any official temporary driving licence or replacement licence up to the amount shown in the Schedule of Benefits for any one Insured Person.

Specific Condition applicable to Money

In respect of any one Insured Person the Benefit amount shall not be reduced by the amount of any loss during any one Journey and no additional premium shall be payable for such automatic reinstatement of cover.

Any Theft or Loss of Money or Documents must be reported to the local Police in the country where the incident occurred within 24 hours of discovery and a written report of the loss or theft obtained.

Specific Exclusions applicable to Money

MAPFRE shall not be liable for:

1. loss or theft of a financial card and/or loss or theft of or damage to passport, driving licence or other travel documents not reported to the police and/or appropriate authorities within forty-eight hours of discovery or earlier if required by the card issuer.
2. loss due to confiscation or detention by customs or any other authority.
3. loss due to devaluation of currency or shortages due to errors or omission during monetary transaction.
4. loss of any items left in a motor vehicle unless kept out of sight in a locked boot or compartment or under the purpose built luggage cover of an estate or hatchback car;

5 - Disruption

Cancellation, Alteration, Curtailment, Replacement and/or Rearrangement Expenses.

If during a period of insurance an Insured Person is forced to

1. cancel any Journey prior to the commencement of that Journey; or
2. alter the itinerary or curtail any part of a planned Journey; and/or
3. be replaced by another employee during a Journey; or
4. rearrange the Journey;

as the direct and necessary result of any cause outside of the control of the Policyholder or the Insured Person, MAPFRE will indemnify the Policyholder in respect of Cancellation Expenses, Alteration of Itinerary or Curtailment Expenses, Rearrangement Expenses or Replacement Expenses incurred up to the amount shown in the schedule of benefits for any one Journey.

Specific Definitions applicable to Cancellation, Alteration, Curtailment, Replacement and/or Rearrangement Expenses

Aggregate Limit shall mean the maximum amount shown in the Schedule of Benefits MAPFRE will pay overall for Cancellation Expenses; and/or Alteration of Itinerary or Curtailment Expenses; and/or Rearrangement Expenses; and/or Replacement Expenses, for all Insured Persons in respect of on any one Journey or travelling to any one event.

Alteration of Itinerary or Curtailment Expenses shall mean:

1. Loss of deposits, or charges for advance payments for travel or Accommodation or other charges which have not been and will not be used, but which become forfeit or payable under contract; and
2. Additional travel and Accommodation expenses.

Cancellation Expenses shall mean loss of deposits or charges for advance payments for travel or Accommodation or other charges which have not been or will not be used but which become forfeit or payable under contract.

Rearrangement Expenses shall mean all reasonable travel and Accommodation costs incurred in sending the original Insured Person to complete the curtailed Journey provided that such travel and Accommodation shall be of a standard up to but not exceeding that used in the original Journey.

Replacement Expenses shall mean all reasonable travel and Accommodation costs incurred in sending a replacement Employee to complete the original Journey provided that such travel and Accommodation shall be of a standard up to but not exceeding that used by the original Insured Person.

Travel Delay

If the outward or return departure of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) in which the Insured Person has arranged to travel as part of a Journey is delayed for at least 4 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, sea vessel or publicly licensed conveyance MAPFRE will pay the amounts shown in the Schedule of Benefits.

Specific Condition applicable to Disruption

1. If any Journey has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are irrefundable as a result of cancellation, alteration of itinerary, curtailment or rearrangement MAPFRE shall indemnify the Policyholder up to the cost of an equivalent Journey up to the maximum amount shown in Schedule of Benefits in respect of any one Insured Person.
2. If the aggregate amount payable exceeds the Aggregate Limit, the amount payable for each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the Aggregate Limit. Where more than one Schedule, Schedule of Benefits or Policy showing benefits has been issued by MAPFRE in the name of the Policyholder, one Aggregate Limit per Journey or event, the greatest, shall apply over all.

Specific Exclusions applicable to Disruption

MAPFRE shall not be liable for:

1. any expenses where a Journey is undertaken against the advice of a medical practitioner or where the purpose of the Journey is to receive medical treatment or advice;
2. any expenses incurred as the result of the default or financial failure of any transport or accommodation provider, of any agent acting for them or of any agent acting for the Policyholder or Insured Person;

3. any expenses incurred as a result of disinclination of an Insured Person to travel or, if on a Journey, disinclination to continue;
4. any expenses incurred where a Journey is cancelled as a result of redundancy or resignation of the Insured Person or of the termination of the Insured Person's employment within 31 days of the commencement of a pre-booked Journey;
5. any expenses incurred where a Journey is curtailed, altered or rearranged or where an Insured Person must be replaced as a result of redundancy or resignation of the Insured Person or of the termination of the Insured Person's employment once a Journey has commenced;
6. any expenses incurred as result of adverse changes in the Policyholder's or an Insured Person's financial circumstances;
7. any expenses incurred as a result of regulations or order made by any Public Authority or Government;
8. any expenses incurred as a result of strike, labour dispute, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) which existed or the possibility of which existed and for which advance warning had been given before the date on which the insured Trip was booked or the date on which this insurance is purchased;
9. any amount in excess of the Aggregate Limit;
10. (applicable to Travel Delay sub-section only)
 - a) any delay where the Insured Person failed to:
 - i) check in according to the itinerary supplied unless the failure was itself due to strike or industrial action; and
 - ii) obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay.
 - b) withdrawal from service temporarily or otherwise of an aircraft, sea vessel or other publicly licensed conveyance on the orders or recommendation of the manufacturer, the Civil Aviation Authority, Rail Authority or Port Authority or any similar body in any country.
 - c) The Policyholder or the Insured Person cancelling the Journey and being eligible for indemnity for Cancellation Expenses.

6 - Personal Liability

If the Insured Person becomes legally liable to pay damages in respect of:

1. accidental bodily injury (which shall include death, illness and disease) to any person; and/or
2. accidental loss of or damage to material property;

occurring during the Period of Insurance and arising out of the Journey, MAPFRE will indemnify the Insured Person for all such damages payable in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause up to the amount shown in the Schedule of Benefits.

MAPFRE will also pay:

1. all costs and expenses recoverable by a claimant from the Insured Person;
2. all costs and expenses incurred with the written consent of MAPFRE;
3. solicitors' fees for representation at any coroner's inquest or fatal accident enquiry or in any Court of Summary Jurisdiction;

- except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, costs and expenses described in 1, 2 and 3 above are deemed to be included in the amount shown in the Schedule of Benefits.

Specific Conditions applicable to Personal Liability

1. no admission, offer, promise or indemnity shall be made without the consent of MAPFRE which shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim or to prosecute in the Insured Person's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured Person shall give all information and assistance as MAPFRE may require. Every letter, claim, writ, summons and process shall be forwarded to MAPFRE on receipt. Written notice shall be given to MAPFRE immediately the Insured Person shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.
2. MAPFRE may at any time pay to the Insured Person in connection with any claim or series of claims the amount shown in the Schedule of Benefits (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 MAPFRE 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.
3. the Insured Person shall as though they were the Policyholder observe, fulfil and be subject to the terms, Specific Exclusions and Specific Conditions of this Section.

Specific Exclusions applicable to Personal Liability

This sub-section does not apply to:

1. liability in respect of bodily injury to any person who is:
 - a) under a contract of service or apprenticeship with the Policyholder or Insured Person when such injury arises out of and in the course of their employment by the Policyholder or Insured Person; or
 - b) a member of the Insured Person's family.
2. liability in respect of loss of or damage to property belonging to or held in trust by or in the custody or control of the Insured Person other than temporary accommodation occupied by the Insured Person in the course of a Journey.
3. liability in respect of bodily injury loss or damage caused directly or indirectly in connection with the ownership, possession or use by the Insured Person, their servants or agents of:
 - a) mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads); or
 - b) aircraft, hovercraft, watercraft (other than non mechanically powered watercraft less than 30 feet in length used on inland waters); or
 - c) firearms (other than sporting guns).
4. liability in respect of bodily injury loss or damage arising directly or indirectly in connection with:
 - a) the ownership, possession or occupation of land or buildings, immobile property or caravans other than temporary accommodation occupied by the Insured Person in the course of a Journey; or
 - b) any wilful or malicious act; or
 - c) the carrying on of any trade, business or profession.
5. any liability assumed by the Insured Person under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
6. any liability directly or indirectly occasioned by the happening through or in consequence of War in the United Kingdom, Ireland, Channel Islands, Isle of Man or Country of Domicile.
7. punitive or exemplary damages.

7 - Legal Expenses

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

If You suffer death, illness or personal injury during the Journey or if Your Home suffers damage during the Journey then in the event that You or Your personal representatives decide to take out legal proceedings in pursuit of compensation, and We consider that You are likely to obtain a reasonable settlement and that the costs of pursuing legal proceedings are likely to be proportionate to the settlement amount.

We will advance on Your behalf:

- Up the amount shown on the Schedule of Cover in total under this Policy per Insured Person (and in total for all Insured Persons in connection with any one event giving rise to a claim) for legal costs and expenses directly incurred in the pursuit of these proceedings.
- Where We have instituted proceedings on Your behalf and You receive no compensation, or only limited compensation, We will indemnify You against claims for fees, costs and expenses arising out of the proceedings, to the extent that these fees, costs and expenses exceed the amount of any compensation You have received, with a limit of the amount shown in the Schedule of Cover in total under this Policy per Insured Person (and in total for all Insured Persons in connection with any one event giving rise to a claim). This benefit will be offset against the advance described above.
- We shall have complete control over the legal proceedings and the appointment and control of a lawyer. We shall, with Your agreement, appoint a lawyer on your behalf with the expertise and qualifications necessary to pursue Your claim. If You are unable to agree with Us on a suitable lawyer, We will ask the ruling body for lawyers in the country where the event giving rise to the claim occurred to nominate another lawyer. In the meantime, We may appoint a lawyer to protect Your interests.
- If an award of compensation is made and You, or a lawyer instructed on Your behalf, receive payment, then all sums advanced or paid by Us or due from Us shall be repaid out of the compensation received.
- We can opt to conduct legal proceedings instituted in the United States of America or Canada under the contingency fee system operating in North America.
- We will not institute legal proceedings in more than one country in respect of the same occurrence. You must notify Us as soon as possible of any incident which may give rise to a claim and at the latest, within 90 days.

Travel and Accommodation Expenses to attend court

Additional travel expenses in the event that a Court outside Ireland requires You to attend in connection with an event giving rise to an action under this Section, up to a maximum per Insured Person of €350.

Specific Exclusions applicable to Legal Expenses

In respect of each claim under this insurance MAPFRE will not pay for:

1. Costs or expenses incurred without prior authorisation by Us.
2. The pursuit of a claim against Us, Our Agent or an Insurer underwriting any section of this Policy or a Travel Agent, Tour Operator, Carrier or any supplier under a package holiday arrangement.
3. Actions between Insured Persons or Travelling Companions or actions pursued in order to obtain satisfaction of a judgement of legally binding decision.

8 - Political and Natural Disaster Evacuation

If during the Period of Insurance whilst the Insured Person is travelling on a Journey outside Ireland an Insured Event occurs, MAPFRE will indemnify the Policyholder for Evacuation Expenses or Accommodation Expenses up to the amount stated in the Schedule of Benefits.

Specific Definitions applicable to Political and Natural Disaster Evacuation

Accommodation Expenses shall mean the reasonable costs of alternative accommodation necessarily incurred by the Policyholder or the Insured Person where it is not possible to evacuate the Insured Person to Ireland or nearest place of safety.

Aggregate Limit shall mean the maximum amount shown in the Schedule of Benefits that MAPFRE will pay for any one Insured Event and/or all Insured Events occurring during any one Period of Insurance. Where more than one Schedule, Schedule of Benefits or Policy showing benefits has been issued by MAPFRE in the name of the Policyholder, one Aggregate Limit, the greatest, shall apply over all.

Evacuation Expenses shall mean the costs of additional accommodation, transportation and other expenses reasonably and necessarily incurred by the Policyholder or the Insured Person in evacuating the Insured Person to Ireland or the nearest place of safety and returning when the situation has stabilised and when the Local Authorities advise it is safe to do so.

Insured Event shall mean:

1. The Travel Advice Unit of the Department of Foreign Affairs, issue a travel advice for a particular country or region in which the Insured Person is travelling, recommending that certain categories of person, which includes the Insured Person, should leave that country or region; or
2. Local Authorities:
 - a) Declare a state of emergency necessitating immediate evacuation;
 - b) formally recommend or instruct that the Insured Person or certain categories of person, including the Insured Person, should leave that country or region for safety reasons; or
 - c) seize, confiscate or expropriate the Policyholder's property and/or the Insured Person's property; or
 - d) expel the Insured Person or declare the Insured Person *persona non grata*.

Local Authorities shall mean any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the Insured Person is travelling.

Specific Conditions applicable to Political and Natural Disaster Evacuation Coverage

1. Where the Insured Person is entitled to a refund on an unused ticket, MAPFRE shall be entitled to deduct the value of the unused portion from any claim;
2. *Corporate Assistance (Security Services)* must be informed immediately of any Insured Event or as soon as reasonably possible thereafter;
3. If the total of all claims under this sub-section in any Period of Insurance exceeds the Aggregate Limit, the amount payable for each Insured Person shall be proportionately reduced until the total does not exceed the Aggregate Limit.

Specific Exclusions applicable to Political and Natural Disaster Evacuation

MAPFRE shall not be liable to pay any claim:

1. if the Policyholder or the Insured Person has violated the laws or regulations of the country where the Insured Event occurs;
2. if the Insured Person fails to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the country where he/she is on a Journey;
3. for Accommodation or Evacuation Expenses incurred more than 30 days before or after an Insured Event;
4. if property of the Policyholder or Insured Person is repossessed by a titleholder or other interested party, to satisfy any debt, insolvency, financial failure or other financial obligation of the Policyholder or Insured Person;
5. if the Policyholder or the Insured Person fails to honour any contractual obligation, bond or specific performance condition in a license;
6. if the Insured Person is a national of the country in which the Insured Event occurs;
7. if the conditions leading to the Insured Person's departure were in existence prior to the Insured Person entering the country or where such conditions were reasonably foreseeable prior to the Insured Person entering the country on an Insured Journey;
8. for more than one Event in any one Period of Insurance;
9. for any amount in excess of the Aggregate Limit.

9 - Hijack

If during a Period of Insurance and during a Journey the conveyance in which the Insured Person is travelling is Hijacked MAPFRE will pay the amount shown in the Schedule of Benefits for each complete day that an Insured Person is forcibly or illegally detained up to the maximum amount shown in the Schedule of Benefits.

Specific Definition applicable to Hijack

Hijack shall mean unlawful seizure or taking control of an aircraft or conveyance in which the Insured Person is travelling.

Injury and Travel Insurance is underwritten by MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE Agency Ireland, regulated by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda, Spain and is subject to the Central Bank of Ireland's conduct of business rules. The principal place of business of MAPFRE ASSISTANCE Agency Ireland is at Ireland Assist House, 22-26 Prospect Hill, Galway. MAPFRE ASSISTANCE Agency Ireland conducts business in Ireland in accordance with the Code of Conduct for Insurance Undertakings published by the Central Bank of Ireland. Registered in Republic of Ireland. Reg No 903874.