# Vhi International Health Insurance

Rules - Terms and Conditions



#### Date of Issue: January 2013

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#### Important Note:

New eligibility requirements for members with +7 years continuous membership on Vhi International Health Insurance. Please refer to page 26 <Section 7(a) - General Policy Conditions, Eligibility for Membership> for details.

## 1) Introduction

Welcome and thank you for choosing Vhi International Health Insurance (hereafter referred to as Vhi International) from Vhi Healthcare to look after Your health insurance needs while living abroad.

Please check Your Policy Details and membership card(s) to make sure that all of the details shown are correct. If any changes need to be made then please let Us know immediately.

Take a few moments to refresh Your memory about the cover You have purchased to make sure that You fully understand what is covered and what is not covered. Your Policy has been written using plain language wherever possible and has been designed to set out all of the features and benefits of Vhi International in a straightforward and easy to understand format. If there is any aspect of Vhi International You are unsure about then please let Us know.

### 2) Where to contact us

#### What to do in an emergency

We appreciate that an Illness or Accident can happen at any time and for this reason We recommend that You carry Your Vhi International membership card with You at all times. If You are rushed into Hospital as an emergency please make sure wherever possible that You, a member of the hospital staff, Your family, friend, or work colleague contacts Us within 2 days of Your either being admitted or discharged from Hospital, whichever is the earliest.

A 24 hour emergency medical assistance service is available in respect of medical emergencies (including transportation). To obtain pre-authorisation for costs in connection with In-Patient/Day-Care Treatment or transportation in an emergency situation please contact Us on any one of the following numbers:

 24 Hour Customer Service Line:
 +353 46 9077377

 For members in the USA call Toll Free:
 1 800 852 7747

#### What to do if You need non-emergency treatment

For any general advice about making a Claim or queries regarding an existing Claim You should contact:

Vhi International Claims Department,<br/>Aria Insurance Services Limited,<br/>IDA Business Park,<br/>Athlumney,<br/>Navan,<br/>Co. Meath,<br/>Ireland.+353 46 9077377<br/>1 800 852 7747<br/>vhi.international@aria-assistance.com

The Claims Department can be contacted 7 days a week from 8am to 8pm GMT

#### Pre-Authorising Your Claim – This is important so please read carefully

If You:

- are to be admitted to Hospital on either an In-Patient or Day-Care basis or;
- require transportation and Ancillary Costs.

You **must** contact Us for pre-authorisation within 14 days of learning that Medical Treatment is scheduled. If there is less than 14 days from the date of You learning that Medical Treatment is required until the planned admission date, you must inform us immediately. If You do not meet these conditions You may be responsible for bearing 25% of the Eligible Costs.

- If You know in advance that You will need to incur these types of costs then please contact The Claims Department with the following information:
  - Your full name and date of birth;
  - Your membership number. This can be found on the front of Your membership card.

This information will help Us identify You as a member of Vhi International. In the case of an admission to Hospital, We will liaise with the Hospital for a cost estimate and details of what Medical Treatment is to be carried out.

 In the unfortunate event of Your falling ill and needing Medical Treatment, see Your Physician in the usual way and take a claim form along with You. You can obtain a form by logging onto: www.vhi.ie/pdf/claims/vhiinternational.pdf

Please note that any fee that Your Physician may charge for completing the form is Your responsibility.

• If You have any treatment on an Out-Patient basis such as a consultation or a test for example an ECG/blood/urine test or x-ray, You should pay the bill and obtain a receipted invoice as You will need to attach this to the claim form when You submit it.

#### Submitting Your Claim

- Complete Sections A and B of the claim form yourself and pass it to Your treating Physician to complete the Medical Details in Section C. Please make sure that You complete the claim form properly as incomplete forms cannot be processed and will be returned to You therefore delaying Your Claim.
- Please attach all original receipted invoices or bills to the claim form as duplicates, photocopies etc will not be accepted. Please keep a copy of all documents that You submit to Us.
- Please submit the claim form together with all supporting receipted invoices and documents to the Vhi International Claims Department at the address given above.
- You only need to complete one claim form for each Medical Condition within each Period of Insurance regardless of how many different bills You
  have to submit. If, having submitted Your claim form You receive further bills for the same Medical Condition, just send them in together with an
  accompanying letter making sure You quote Your membership number and Claim Reference. Alternatively, take a copy of Your original claim form
  and attach it to any subsequent bills received.
- Please remember that You must submit a Claim within 3 months of the start of Your course of treatment together with all original invoices otherwise they will not be considered for reimbursement.
- You must provide Us with written details in response to any communication regarding a Claim within 28 days of Our request. As often as We deem necessary, You agree to undergo a medical examination at Our expense. You must provide Us with a written statement substantiating Your Claim together with (at Your own expense) any documentary evidence, information, certificates, receipts and such like that We require.

#### **Queries on Your Policy**

For any queries regarding the administration of Your Policy You should contact:

Vhi Healthcare, IDA Business Park, Purcellsinch, Dublin Road, Kilkenny, Ireland.

Telephone lines open:

Monday to Friday 8am to 6pm GMT aturday 9am to 3pm GMT

Telephone Number when calling outside Ireland: Telephone Number when calling within Ireland: Email: + 353 56 7753200 LoCall 1890 44 44 44 internationaladmin@vhi.ie

#### Vhi Healthcare NurseLine 24/7

If You have a medical problem and would like advice or information then You can access the Vhi Healthcare NurseLine 24 hours a day, 365 days a year by calling:

Tel: +353 46 9077375

#### How the Excess is applied

• Where an Excess applies to Your Policy, then it will only be applied once for each separate Medical Condition/Insured Event claimed for within each Period of Insurance. In other words, if You are having treatment for a broken leg and have bills from the Hospital, Physician and Physiotherapist, the Excess will be applied to the total cost of that course of treatment and not to each bill.

#### **Refunding Your Claim**

- How Your Claim is refunded is up to You. We can pay You by cheque or bank transfer so please make sure to indicate Your preferred method on the claim form. We cannot be responsible for the costs charged by some banks or credit card companies for currency conversion costs.
- For Claims made where You have incurred expenses in a currency other than the currency which is operative under Your Policy, settlement will be
  calculated using the appropriate exchange rate prevailing at the date the expenses were incurred according to the currency site xe.com. Details can
  be found by logging on to www.xe.com
- We may at any time, pay an Insured Person our full liability under this Policy after which no further liability will attach to Us in any respect or as a consequence of such action.

## 3) Basis of your insurance cover

The application form You completed together with any supplementary information provided, this Policy, the Policy Details and Your Table of Benefits together with any endorsements We may have issued are all part of the contract of insurance between You and Us and should be read as one document. Providing You pay Vhi Healthcare the required amount of premium in euro on the date due and they agree to accept it, then We will provide You and the persons listed in the Policy Details with the benefits set out in Your Table of Benefits.

The insurance is effective only after We have issued written confirmation that the applicant has been accepted for cover and becomes, and remains, insured in accordance with the terms, provisions, conditions and exclusions set out in this Policy.

#### Provision of insurance services and benefits

So that You are clear as to the different parties providing the insurance services and benefits under this Policy:

Vhi Healthcare provide all services relating to the general administration of the Policy including the issue of documents and collection of premiums.

Aria Insurance Limited of Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN is the insurer and underwrites all of the benefits provided under the Policy.

Aria Assistance trading as Aria Insurance Services Limited of IDA Business Park, Athlumney, Navan, Co. Meath, Ireland provides all services relating to Claims under this Policy and arranges the benefits and assistance services.

The Voluntary Health Insurance Board trading as Vhi Healthcare is regulated by the Central Bank of Ireland. Vhi Healthcare is tied to Aria Insurance Services Limited for Vhi International Health Insurance. The Voluntary Health Insurance Board retains a portion of the premium to manage the Vhi International business. The Voluntary Health insurance Board is not obliged, either contractually or otherwise, to introduce a minimum level of business to Aria Insurance Services Limited. Further details are available on request.

#### Understanding the scope of Your insurance cover

You will find details of what is covered and what is not covered set out in this Policy in the relevant sections so please make sure that You read them and make sure that You fully understand the scope of Your insurance cover.

#### **Cooling-Off Period**

If having purchased this Policy You subsequently decide that it does not meet Your requirements, then please return all of Your policy documentation to Vhi Healthcare together with written cancellation instructions **within 30 days** of the Inception Date of Your Period of Insurance - this date is shown on Your Policy Details. Provided no Claim has been submitted or pre-authorisation of expenses given between the Inception Date and the requested date of cancellation then Vhi Healthcare will give you back all of the premiums You have paid and the contract of insurance will be cancelled from the beginning. If a Claim has been made or pre-authorisation of expenses given then the required premium is payable in full.

#### What to do if You have a complaint about Our service

Our Promise of Service: We aim to provide a first class service at all times however, with the best will in the world, things can sometimes go wrong and We would much rather hear about it than leave You feeling dissatisfied. As a customer driven client focused company, We rely on Your feedback to help Us continually improve Our service levels.

If You have any concerns about any aspect of the service You have received please write in the first instance to:

Vhi International Claims Department, Aria Insurance Services Limited, IDA Business Park, Athlumney, Navan, Co. Meath, Ireland.

Email: vhi.international@aria-assistance.com

If We cannot give You a final decision within 4 weeks from the date We receive Your complaint, We will explain why and tell You when We hope to reach a decision. Our decision is final and based on the evidence presented. If You feel that there is any new evidence or fresh information that may change the decision You have the right to make an appeal.

Should You remain dissatisfied You are entitled to use the Financial Services Ombudsman who can be contacted at the following:

3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Ireland. Tel: +353 (0) 1 6620899 Fax: +353 (0) 1 6620890

Website: www.financialombudsman.ie

Alternatively, You may contact:

Information Services, Irish Insurance Federation, 39 Molesworth Street, Dublin 2, Ireland.

Tel: +353 (0) 1 676 1820 Fax: +353 (0) 1 676 1943

Website: www.iif.ie

This service can advise You on how to proceed further and may be able to help in resolving Your complaint.

Taking any of these options will not prejudice Your rights to take legal proceedings if You so choose.

### 4) Words and phrases used in this policy

Certain words and phrases used in this Policy and the other documentation which forms part of Your Policy have specific meanings which are defined below. For Your ease of reference, each of these words and phrases appears in Capitals in this Policy. Where words and phrases are not shown, they will take on their usual meaning within the English language.

#### Accident

A sudden and unexpected Bodily Injury caused by violent or external means.

#### Acute

A Medical Condition of rapid onset resulting in severe pain or symptoms which is of brief duration that is likely to respond quickly to Medical Treatment.

#### Amateur

Participation in sports and activities in a non-professional capacity, where the sport is not the principle occupation of the member and no remuneration is received by the member. This also excludes participation in any sport or activity at international level.

#### **Ancillary Costs**

Costs for goods and services which are directly related to or associated with the provision of transportation.

#### **Birth Defect**

A deformity or Medical Condition which is caused during childbirth.

#### **Bodily Injury**

An identifiable physical injury that directly results from an Accident.

#### Cancer

Any malignant tumour positively diagnosed with histological confirmation and characterised by uncontrolled growth of malignant cells and the invasion of tissue. The term malignant tumour includes leukaemia, lymphoma and sarcoma.

#### Carrier

A scheduled or chartered aircraft (excluding all non-pressurised single engine piston aircraft), land (excluding any hired motor vehicle) or water conveyance licensed to carry passengers for hire.

#### **Chronic Medical Condition**

A Medical Condition which has two or more of the following characteristics:

- It has no known recognised cure
- It continues indefinitely
- It has come back
- It is permanent
- Requires Palliative Treatment
- · Requires long-term monitoring, consultations, check-ups, examinations or tests
- · You need to be rehabilitated or specially trained to cope with it.

#### Chronic Medical Condition – Acute Episode

An event or incident of rapid onset resulting in severe pain or symptoms which is of brief duration that is likely to respond quickly to Medical Treatment to stabilise a Chronic Medical Condition.

#### Claim

The total cost of treating a single Medical Condition or Bodily Injury.

#### **Close Relative**

Spouse or partner (of the same or opposite sex), mother, mother-in-law, father, father-in-law, stepmother, stepfather, legal guardian, daughter, daughter-in-law, son, nephew, niece, son-in-law (including legally adopted son or daughter), stepchild, sister, sister-in-law, stepsister, brother, brother-in-law, stepsrother, grandparents, grandchildren or fiancé(e) of an Insured Person.

#### **Co-Insurance**

The proportion of Eligible Costs which You are responsible for bearing.

#### **Complications of Pregnancy and Childbirth**

For the purposes of this Policy 'Complications of Pregnancy and Childbirth' shall only be deemed to include the following: toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole, ante-partum haemorrhage, post-partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage and medically necessary Caesarean sections/abortions.

#### **Congenital Abnormality**

Development of an abnormal organ or structure within the foetus whilst in the womb.

#### **Country of Residence**

The country where the Insured Persons covered by this Policy have their primary residence and in which they normally live during each Period of Insurance.

#### **Critical Medical Condition**

A situation where an Insured Person is suffering a Medical Condition which, in the opinion of Our Physician, in consultation with the local treating doctor, requires immediate evacuation to an appropriate medical facility.

#### Curtailment

Abandonment of a planned Trip, after commencement of the outward journey, by return to the country in which the Trip originated earlier than on the scheduled return date.

#### Date of Entry

The date that insurance cover under this Policy first starts for an Insured Person.

#### Day-Care

Medical Treatment provided in a Hospital where an Insured Person is formally admitted but is not required, out of medical necessity, to stay overnight.

#### Dependant

The Policyholder's:

- · legal spouse or partner of the same or opposite sex;
- unmarried child, step-child, legally adopted child or child where the Policyholder is their legal guardian;

provided that the child is under age 19 on the date they are, first included under this Policy or at any subsequent Renewal Date of the Policy (or under age 25 if it can be demonstrated that the child is continuing in full-time education) or is financially dependent on the Policyholder for support.

#### Depreciation

A reduction in the value of an article as a result of wear and tear or age.

#### **Eligible Costs**

Charges, fees and expenses for all of the items of benefit set out in Your current Table of Benefits attaching to and forming part of this Policy.

#### **Emergency Dental Treatment**

Dental treatment necessary as a result of an Accident caused by an extra-oral impact, received within 48 hours from the date and time of the Accident for the immediate relief of pain caused by natural teeth being lost or damaged.

#### **Emergency Department Care**

Medical Treatment given in the Emergency Department of a Hospital to evaluate and treat Acute Medical Conditions whether resulting from an Accident or the sudden onset of an Illness where, in the opinion of Our Physicians, it is reasonable for the Insured Person to believe that the symptoms of their condition are of such severity in nature that failure to seek immediate Medical Treatment could result in placing their health in serious jeopardy or impairment of bodily function.

#### **Emergency Medical Transfer or Evacuation**

Medically necessary expenses of an emergency transportation where approved by Our 24 Hour Customer Service Centre and medical care during such transportation to move an Insured Person who is suffering from a Critical Medical Condition to the nearest suitable Hospital which may not necessarily be in the Insured Person's Country of Residence.

#### **Emergency Medical Treatment**

Essential Medical Treatment for an Accident or Medical Condition occurring outside the Insured Person's selected Geographical Area which, in the opinion of Our Physicians cannot be delayed until the Insured Person returns to their Country of Residence.

#### Excess

The amount of money which is the responsibility of the Insured Person and payable in respect of each and every new Claim during each Period of Insurance.

#### **Expiry Date**

The date on which all insurance cover under this Policy ends.

#### Family

The Insured Person and their Dependant(s).

#### **Geographical Area**

One of the three different Areas as shown on Your Policy Details which comprise the following countries:

**AREA 1** comprises the following countries: Albania, Andorra, Austria, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Greece, Greenland, Hungary, Iceland, Ireland (Republic of Ireland and Northern Ireland), all islands of the Mediterranean, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, Vatican State.

**AREA 2** comprises all countries worldwide with the exception of the following: United States of America, Anguilla, Antigua & Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, Cayman Islands, Cuba, Curaçao, Dominica, Dominican Republic, Dutch Antilles (including St. Maarten), French Guiana, Grenada, Guadeloupe, Guyana, Haiti, Jamaica, Martinique, Puerto Rico, St. Kitts-Nevis, St. Lucia, St. Vincent, Suriname, Trinidad & Tobago, Turks and Caicos, Virgin Islands and any other Caribbean Islands not listed.

**AREA 3** comprises all countries worldwide.

#### **Home Country**

This means the Republic of Ireland.

#### Hospital

Any institution under the constant supervision of a resident Physician which is legally licensed as a medical or surgical Hospital in the country where it is located.

#### Illness

Any sickness, disease, disorder or alteration in an Insured Person's state of health as duly diagnosed by a Physician.

#### **Inception Date**

The date that the insurance cover under this Policy starts as shown as the first date in the Period of Insurance as in the Policy Details.

#### In-Patient

Medical Treatment provided in a Hospital where an Insured Person is admitted and, out of medical necessity, occupies a bed for one or more nights but not exceeding 12 months in total for any one Medical Condition.

#### **Insured Event**

An Accident or Medical Condition arising during the Period of Insurance which entitles the Insured Person to Claim benefit under this Policy.

#### Insured Person/You/Your/Yourself

The Policyholder and the Dependants stated on the Policy Details for whom insurance cover is provided by this Policy. Where the Policyholder is a company, corporation or organisation, the Insured Persons shall be the employees and their Dependants as stated on their Policy Details.

#### Insurer/We/Us/Our

Aria Insurance Limited.

#### Loss of Limb

Loss by physical severance, or the total and irrecoverable permanent loss of use or function of, an arm at or above the wrist joint, or a leg at or above the ankle joint.

#### **Major Surgical Intervention**

- involving surgery under general or spinal/vertebral anaesthesia (excluding childbirth) which, according to Our Physicians, requires a minimum of 3 nights spent in Hospital OR
- for Accident or Medical Condition which, according to Our Physicians, requires a minimum of 7 nights spent in Hospital OR
- for Medical Condition involving chemotherapy or radiotherapy OR
- involving one or more of the following, subject to submission to Us and with Our prior approval:
  - exceptionally complicated surgical operations;
  - high risk childbirth;
  - examinations involving sophisticated technology and a highly-specialised team;
  - intensive medical therapies of a lengthy duration.

#### **Medical Condition**

Any disease or Illness (including psychiatric illnesses) not otherwise excluded in this Policy.

#### **Medical Treatment**

The provision of recognised medical and surgical procedures and healthcare services which are administered on the order of and under the direction of a Physician for the purposes of curing a Medical Condition, Bodily Injury or Illness or to provide relief of a Chronic Medical Condition.

#### Money and Travel Documents

Euro, Sterling and other currency, travellers cheques, travel tickets, hotel and other redeemable holiday vouchers, petrol coupons, Green Card, passports.

#### **Out-Patient**

Medical Treatment provided to the Insured Person by or on the recommendation of a Physician which does not involve an admission to Hospital either on an In-Patient or Day-Care basis.

#### **Overall Maximum Benefit**

The maximum overall payment in respect of each Insured Person for each Period of Insurance.

#### Pair or Set

A number of items of Personal Luggage associated as being similar, complementary, or used together.

#### **Palliative Treatment**

Treatment where the primary purpose is only to offer temporary relief of symptoms rather than to cure the Medical Condition causing the symptoms.

#### **Period of Insurance**

The period of cover specified in the Policy Details.

#### Permanent total disablement

Disablement which entirely prevents an Insured Person from attending to business or occupation of any and every kind and which is beyond hope of improvement after 12 months.

#### Personal Luggage

Items usually carried or worn by travellers for their individual use during a Trip. Items hired to You, and all items loaned or entrusted to You are excluded.

#### Physician

A legally licensed medical practitioner who for the purposes of this Policy is any one of the following: General Medical Practitioner, Consultant, Specialist, Surgeon or Anaesthetist and who is recognised by the law of the country where Medical Treatment covered under this Policy is provided and who, in rendering such treatment, is practising within the scope of his/her licence and training. Aria Assistance's Physicians are medical practitioners employed, contracted or sub-contracted by Aria Assistance.

#### Physiotherapy

Medical Treatment recommended by a Physician as being medically necessary to treat a Medical Condition or Bodily Injury where provided by a licensed physiotherapist. Physiotherapy does not include ante-natal and maternity exercises, manual therapy, sports massage or occupational therapy.

#### **Policy Details**

The document attaching to this Policy which shows the name of the Policyholder together with the Insured Persons, the selected Geographical Area, the Period of Insurance, Plan Type and any special terms and conditions or exclusions which apply to this Policy.

#### Policyholder

The individual who subscribes to this Policy on behalf of each Insured Person and pays or undertakes to pay the appropriate premium. Where the insurance is arranged by an Employer, Company or Organisation on behalf of its employees or members, the Policyholder shall be deemed to be the employee or member and not the company or organisation.

#### Plan Type

The particular level of cover and benefits as shown on Your Policy Details.

#### **Pre-Existing Medical Condition**

A medical or psychological condition from which an Insured Person has suffered, or for which an Insured Person has received treatment (including Prescription Drugs) or of which symptoms have manifested themselves prior to the Insured Person being first included for insurance under this Policy.

#### **Prescription Drugs**

Medications and drugs whose sale and use are legally restricted to the order of a Physician. Drugs, medicines and other medicaments purchased 'over the counter' without a Physician's prescription are **not** covered by this Policy.

#### Rehabilitation

Medical Treatment received in a recognised rehabilitation unit, following an eligible In-Patient admission to Hospital, designed to facilitate the process of recovery from Bodily Injury or Illness, which consists of a combination of two or more therapies.

#### **Renewal Date**

The subsequent period after the expiry of the initial Period of Insurance and for which the premium has been paid.

#### Repatriation

Medically necessary expenses of transportation and medical care during such transportation to return an Insured Person to the Home Country or country nominated by You and agreed by Us.

#### **Return Visit**

A journey taken, within the Period of Insurance, to the Home Country or country nominated by You and agreed by Us of no more than 60 days from the date of departure from the Country of Residence to the date of return to the Country of Residence.

#### Secure Luggage Area

Any of the following, as and where appropriate:

- · The locked dashboard, boot or luggage compartment of a motor vehicle;
- The locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area, or of an estate car with a fitted and engaged tray or roller-blind cover behind the rear seats;
- The fixed storage units of a motorised or towed caravan;
- A locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

#### Strike or Industrial Action

Any form of industrial action, whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

#### Subrogation

Our right to act as Your substitute to pursue any rights You may have against a third party who is liable for a loss paid by Us under this Policy.

#### **Table of Benefits**

The table attaching to and forming part of this Policy which sets out the benefits together with their corresponding financial limits that are applicable to the Plan Type You have selected.

#### Trip

A journey which takes place during the Period of Insurance which is:

- outside Your Home Country or country nominated by You and agreed by Us AND outside Your Country of Residence OR
- within Your Country of Residence where the flight time to Your Trip destination is more than 4 hours from the nearest departure point to Your residential address in Your Country of Residence **OR**
- 'in transit' between Your Home Country or country nominated by You and agreed by Us and Your Country of Residence.

#### Valuables

Cameras, photographic and video equipment, and associated equipment of any kind; computer hardware and software (including notebooks, laptops and table pcs); games consoles (Playstation, Xbox, Nintendo etc.) accessories and games; personal organisers; satellite navigation systems; televisions; portable audio equipment (DVD, CD, mini-disc, MP3 players, iPods etc.) and all associated discs and accessories; mobile phones; smartphones; spectacles; telescopes; binoculars; jewellery; watches; furs; leather articles; perfumes; precious stones and articles made of or containing gold, silver or other precious metals.

#### Winter Sports

This includes the following activities: Dog sledding (with a guide), on-piste skiing, on-piste snowboarding, off-piste skiing and snowboarding when accompanied by a qualified guide, tobogganing, glacier skiing and outdoor ice-skating.

#### You/Your

The person named as the Policyholder in the Policy Details in whose name the contract of insurance and Policy has been issued.

## 5) What is covered and what is not covered

We have set out below full details of what is covered as well as what is not covered. Attached to Your Policy You will find Your Table of Benefits appropriate to the Plan Type You have selected which sets out a high level summary of the benefits together with their corresponding financial limits. Your Table of Benefits forms part of Your Policy and should be read in conjunction with the terms, conditions and exclusions.

#### Section 1 – Overall Maximum Benefit

#### What is covered

This is the maximum amount of money We will pay in respect of all benefits available under Sections 1 to 11 inclusive of this Policy to each Insured Person in any one Period of Insurance. All benefits are payable to each Insured Person during each Period of Insurance unless otherwise stated. Benefit provisions where the limit is 'Full Cover' are collectively subject to the Overall Maximum Benefit applicable.

#### Section 2 – Medical and Hospital Benefits

#### What is covered

- a) Local Ambulance Services to transport the Insured Person to the nearest Hospital by the most appropriate means available including road/off-road ambulance, train, helicopter or fixed wing aircraft with a medical escort if necessary. All decisions relating to the medical need for transportation, the means and/or timing of any transportation, the medical equipment/personnel to be used and the final destination will be made by Our Physician in consultation with the local treating Physician.
- b) Hospitalisation costs We will arrange for the Insured Person to be admitted to Hospital either on an In-Patient or Day-Care basis where recommended by Our Physicians. We will pay all necessary Eligible Costs where approved by Our Physicians for the following:
- Pre-Hospital consultations with a Physician which, within 3 months, result in admission to Hospital either on an In-Patient or Day-Care basis for the Medical Condition giving rise to the need for the consultations.
- Emergency Department Care and Day-Care treatment at a Hospital or other recognised medical facility.
- Hospital accommodation in a single bedded room, patient meals, all hospital medical facilities, nursing, theatre charges, Medical Treatment and services ordered by a Physician including surgeons', anaesthetists' and Physicians' fees, consultations, diagnostic procedures, Physiotherapy and prescribed drugs and medicines.
- Intensive Care Unit accommodation.
- Parent Accommodation where an Insured Person is a child aged 18 or under (or a registered student) who requires hospitalisation, We will pay for necessary overnight accommodation for one parent (who must also be an Insured Person under this Policy) in the same Hospital. Where not available, We will pay for the reasonable costs for the parent to stay in a nearby hotel on a bed and breakfast basis.
- The cost of accommodation for a standard single bedded room in a registered Psychiatric Unit including Consultant Psychiatrists' fees and prescribed Medical Treatment for psychiatric, mental and psychological disorders. Cover is limited to a total period of 30 nights, In-Patient treatment in any one Period of Insurance. If a person is added to this Policy mid-term, then the 30 nights maximum cover shall be reduced on a pro-rata basis to the number of months remaining until the next Renewal Date and rounded up to whole days only. **This benefit does not apply to Level 1**.
- Rehabilitation received on an In-Patient basis in a recognised rehabilitation unit, where under the supervision and direction of a Physician. This benefit is limited to a maximum of 13 weeks during each Period of Insurance.
- c) Cancer Care Benefit From the date an Insured Person is diagnosed as suffering from Cancer whether it is in its Acute, Chronic or terminal stage, all and any treatment received thereafter including in-patient, day-care, out-patient treatment including consultations, diagnostic tests, scans, investigations, prescribed drugs, dressings and medicines, chemotherapy, radiotherapy, routine management and palliative treatment will be assessed and paid for under this Section of Your Policy. Eligible costs incurred up until the point of diagnosis are not assessed under this Section of Your Policy.
- d) Congenital Abnormalities Benefit We will pay for Medical Treatment relating to birth injuries or defects, congenital illness or abnormalities on the basis set out in Your Table of Benefits. The benefit limit shall apply for each separate unrelated Medical Condition which presents itself under this benefit.
- e) In-Patient Cash Benefit Where Medical Treatment has been received:
  - for an eligible Medical Condition;
  - on an In-Patient basis free of any charge within the provisions of a state run national health service hospital;
  - for which no Claim is either made or paid under this or any other Section of this Policy.

We will pay a cash benefit for each night spent in Hospital up to an overall maximum number of 30 nights per Insured Person per Period of Insurance.

- f) Post-hospitalisation costs During the 3 months period immediately following an Insured Person's discharge from a period of In-Patient or Day-Care treatment, We will pay for post-hospitalisation consultations and treatment where received on an Out-Patient basis provided the Insured Person remains under the control and supervision of the original treating Physician.
- g) Nursing at Home where prescribed as being medically necessary immediately following a period of In-Patient treatment covered by this Policy. All such nursing must be provided by a qualified nurse and be under the direction of a Physician. The benefit limit is on a 'per event' basis.

 h) Out-Patient costs – We will pay medically necessary consultation fees for the services of a General Practitioner, Specialist, Physician, Physiotherapist, diagnostic tests and investigations including ECGs, X-rays, pathology, histology, MRI/CT/PET scans, radiotherapy, prescribed drugs and medicines and the hire or purchase of crutches, walkers, wheelchairs and basic orthopaedic prostheses and equipment.

**Please Note:** A Co-insurance will be applied to the cost of all out-patient prescribed drugs and medicines covered under this Section of the Policy, as stated on Your Table of Benefits. An Excess also applies to this benefit for Level 1 and Level 2, as stated on Your Table of Benefits.

We will pay for treatment and prescribed drugs for the following Complementary Medicines: Chiropractic, Osteopathic, Acupuncture, Homeopathic, Ayurvedic treatment including Herbal and Chinese medicines provided such treatment is given by a licensed practitioner and received following a written referral from Your registered general practitioner.

We will pay for up to 3 Out-Patient psychiatric visits with a psychiatrist or clinical psychologist, of maximum 60 minutes per visit, per Period of Insurance. A Co-insurance applies to this benefit, as stated on Your Table of Benefits. **This benefit only applies if specified on Your Table of Benefits**.

- i) Out-Patient Minor Surgical Procedures requiring local anaesthesia undertaken in a GP/Specialist's consulting room.
- j) Chronic Medical Conditions Where a Medical Condition is deemed to be Chronic, the maximum benefit We will pay for all and any Medical Treatment covered by this Policy for each Chronic Medical Condition is limited to:
- The Acute episodes of a Chronic Medical Condition on Level 1
- The Acute episodes of a Chronic Medical Condition including routine management and Palliative Treatment on Levels 2 and 3.

**Please Note:** All and any treatment for an eligible Chronic Medical Condition will be assessed under this benefit and as such this benefit overrides all other Sections and financial limits within this Policy. However, this benefit does not apply to Cancer, Congenital Abnormalities or AIDS/HIV. All and any Medical Treatment for:

- · Cancer will be assessed under Benefit C above (the Cancer Care Benefit)
- Congenital Abnormalities will be assessed under Benefit D above (the Congenital Abnormalities Benefit).
- AIDS/HIV will be assessed under Section 10 (the AIDS/HIV Benefit).
- k) Emergency Medical Treatment outside Your Geographical Area We will pay for Emergency Medical Treatment which is required for an unforeseen Medical Condition or Accident which occurs while an Insured Person is travelling outside of their selected Geographical Area. Cover is limited to a total of 60 days in any one Period of Insurance.

#### What is not covered

- a) Any expenses relating to an air/sea rescue operation or an evacuation/transfer from any off shore structure or sea going vessel to shore.
- b) Evacuation costs where the Insured Person is not being admitted to a Hospital for Medical Treatment or where costs have not been approved by Us prior to commencement of travel.
- c) Pre- or post-hospitalisation consultations which either do not result in or follow an admission to or discharge from Hospital.
- d) Pre- or post-hospitalisation Medical Treatment of a mental illness, psychiatric or psychological disorders (other than where stated under item h) above and on Your Table of Benefits).
- e) Nursing at Home charges for:
  - i) Mental illness, psychiatric or psychological disorders.
  - ii) Domestic activities, home help or for the provision of meals.
- f) Invoices received more than 3 months after the start of the Medical Treatment.
- g) Medical Treatment for a Chronic Medical Condition (and any conditions arising from or associated with this condition) which existed prior to the Date of Entry of an Insured Person under this Policy **except** where insurance cover is provided as continuous and uninterrupted membership of a Health Insurance Plan provided and underwritten by an Irish licensed insurer and the waiting period for Pre-Existing Medical Conditions has been served. If You have not been a member of a Health Insurance Plan underwritten by an Irish licensed insurer then the normal waiting periods apply.
- h) In respect of the Chronic Medical Conditions benefit of this Policy, We will not pay for any Medical Treatment for an Acute episode of a chronic psychiatric, mental or psychological disorder under Level 1.
- i) In respect of the cover for Emergency Medical Treatment outside your Geographical Area, We will not pay for Claims arising from travel which has been undertaken for the purpose of seeking Medical Treatment, or travel undertaken against the advice of a Physician unless pre-authorised by Us.
- j) Rehabilitation received on a Day-Care or Out-Patient basis, or where it does not form an integral part of a course of Medical Treatment.

#### Section 3 - Dental Treatment Benefits

#### What is covered

- a) Emergency Dental Treatment Dental treatment for immediate pain relief where required as a direct result of an Accident. Only treatment received during the first 48 hours following the time and date of the Accident is covered.
- b) Extraction of wisdom teeth (whether in Hospital or a dental surgery).

- c) Preventative Dental Treatment one annual check-up, one annual visit to the hygienist, x-rays including scaling and polishing.
- d) Routine Dental Treatment including x-rays, moulds, fillings using amalgams or composite materials, extractions (other than extractions for wisdom teeth) and treatment for the relief of an infection including prescribed antibiotics and temporary fillings.
- e) Major Restorative Dental Treatment Root canal treatment, new or repairs to porcelain crowns, new or repairs to bridgework.

Please note:

- i) Item a) automatically applies to Level 1
- ii) Items a) and b) automatically apply to Level 2
- iii) Items a), b), c), d) and e) automatically apply to Level 3
- iv) Items b), c), d) and e) are available on Level 1 as an optional add-on and apply provided the appropriate premium has been paid
- v) Items c), d), and e) are available on Level 2 as an optional add-on and apply provided the appropriate premium has been paid
- vi) All Dental Treatment is assessed under this Section of the Policy and none other.

#### What is not covered

- a) An Accident requiring Emergency Dental Treatment where caused by:
  - i) eating or drinking even if the food or liquid contained a foreign body;
  - ii) normal wear and tear;
  - iii) tooth-brushing or other oral hygiene procedures;
  - iv) an Accident caused by anything other than an extra oral impact.
- b) Emergency Dental Treatment involving restorative or remedial work, the use of precious metals and orthodontic treatment or dental surgery performed in Hospital, unless dental surgery is the only treatment appropriate to alleviate the pain.
- c) In respect of Routine Dental Treatment and Major Restorative Dental Treatment:
  - i) if the Insured Person has not undergone all necessary treatment recommended by a Dental Practitioner prior to their dental Date of Entry;
  - ii) Dental procedures other than those specified in Your Table of Benefits, the cost of precious metals in any dental procedures, orthodontic treatments, dentures, gingivitis, periodontitis or gum disease of any kind.
- d) In respect of Extraction of wisdom teeth:
  - i) Any expenses incurred during the first 4 month period from an Insured Person's dental Date of Entry.
- e) All forms of dental guards, including but not limited to night guards, mouth guards, anti bruxism guards, sports guards and dental retainers.

#### Section 4 - Maternity Grant-in-Aid Benefits

#### What is covered

## Please note that items a), b) and c) below apply to both Level 2 and Level 3. For Level 1 only item b) 'Complications of Pregnancy and Childbirth' applies.

- a) The costs of:
- normal pregnancy and childbirth;
- an elective Caesarean Section This benefit only applies if specified on Your Table of Benefits;
- a planned home birth or planned birth in a midwife-led unit This benefit only applies if specified on Your Table of Benefits.

Including all pre-natal care, antenatal check-ups and tests for the mother, delivery of the newborn including intrapartum midwifery costs for one midwife to attend the delivery, the initial paediatric check-up and post-natal care for the mother. Please note that this benefit is on a 'per pregnancy' basis.

In respect of a planned home birth we shall also cover the cost of up to ten pre-natal midwife visits/appointments, as well as postpartum home visits from a midwife for up to ten days following the birth.

- b) Complications of Pregnancy and Childbirth including all pre-natal care, antenatal check-ups and tests for the mother, delivery of the newborn including intrapartum midwifery costs for one midwife to attend the delivery, the initial paediatric check-up, delivery and post-natal care for the mother. Once a pregnancy is diagnosed as a 'Complication of Pregnancy and Childbirth' all Medical Treatment incurred for the pregnancy, occurring on or after the date of diagnosis of the complication, shall be covered under this benefit.
- c) Maternity Cash Benefit We will pay a cash benefit on the birth of each child provided no Claim has been either made or paid under this or any other Section of this Policy. **This benefit does not apply to Level 1.**

#### What is not covered

- a) Any expenses (including payment of the Maternity Cash Benefit) incurred during the first 10 month period from an Insured Person's Date of Entry to this Policy. In the case where the expectant mother has previously been covered by a Health Insurance Plan provided and underwritten by an Irish licensed insurer the 10 months waiting period shall be reduced by the number of months membership already served.
- b) Termination of pregnancy for social reasons or where there is no underlying Medical Condition necessitating the termination.
- c) Complications arising during or as a result of a planned home birth delivery or planned birth in a midwife-led unit.

- d) Planned home births or planned births in a midwife-led unit where the expectant mother:
- has a history of post-natal haemorrhage;
- is expecting a multiple birth;
- is experiencing complications of any kind;
- is going against medical advice.
- e) Ante-natal classes, midwifery costs when not directly associated with the delivery (except where stated for a planned home birth or planned birth in a midwife-led unit), doulas and birth companions.

#### Section 5 – Emergency Medical Transfer, Evacuation and Repatriation Benefits

#### What is covered

a) Emergency Medical Transfer and Evacuation.

The costs of transporting the Insured Person together with a medical escort if necessary to the nearest suitable Hospital in either their Country of Residence or a nearby country and returning the person back to their Country of Residence after treatment.

b) Repatriation.

The costs of transporting an Insured Person, by economy class transportation where possible and medically appropriate, together with a medical escort if necessary, to the Home Country or the country nominated by You and agreed by Us following an eligible In-Patient stay of minimum 14 nights under Section 2 of this Policy or following receipt of a terminal diagnosis of an eligible Medical Condition.

#### What is not covered

- a) In the event of an Emergency Medical Transfer or Evacuation, any subsequent transfer costs arising out of the same Insured Event once We have Returned an Insured Person to their Country of Residence.
- b) Transportation costs to a country not included within the Insured Person's chosen Geographical Area.
- c) Transportation costs which have not been agreed in advance by Us.

#### **Policy Conditions**

- a) The decision of Our Physicians is final and We are entitled to refuse any request that is incompatible with an Insured Person's Medical Condition, safety or wellbeing.
- b) Our Physicians will set up the medical team and resources to be used and, when appropriate, to ensure an Insured Person's safety during the Emergency Medical Transfer, Evacuation or Repatriation.
- c) The Hospital chosen by Our Physicians on medical grounds must accept an Insured Person's admission as a patient before We arrange the transportation.
- d) If an Insured Person rejects the assistance We propose then We shall be released from all of Our contractual obligations and responsibilities under this Policy.
- e) All Repatriations which meet the above criteria will be assessed under this benefit and as such this benefit overrides all other Sections and financial limits within the Policy.
- f) In the event of Repatriation, all cover under this Policy shall cease from the date and time at which You arrive back into Your Home Country or country nominated by You and agreed by Us.

#### Section 6 – Additional Transportation Benefits

#### What is covered

If the Insured Person requiring an Emergency Medical Transfer, Evacuation or Repatriation is travelling at the time of the event necessitating the transportation:

- a) We will pay the reasonable travelling costs of the Insured Person's child/children and one adult to accompany the Insured Person (or follow within 48 hours of the transportation), provided the child/children and/or adult are travelling with the Insured Person at the time of the event necessitating the transportation. We shall also pay for the subsequent journey for the child/children and adult to their respective Countries of Residence.
- b) If the Insured Person does not have an accompanying adult, then We will pay the reasonable travelling costs of a return trip by first class rail or economy/tourist class air fare for one adult to travel to the location where the Insured Person is hospitalised.
- c) If the Insured Person's child/children are at home in their Country of Residence and left unsupervised as a result of this Insured Event, then We will arrange and pay for the travelling costs (one first class rail or economy/tourist class return air fare) for a person to travel to, and look after, the child/children or for the child/children to be transported to a specified destination to be looked after.

If the Insured Person requiring an Emergency Medical Transfer, Evacuation or Repatriation is in their Country of Residence at the time of the event necessitating the transportation:

- d) We will pay the reasonable travelling costs of a return trip by first class rail or economy/tourist class air fare for one adult to travel to the location where the Insured Person is hospitalised.
- e) If the Insured Person's child/children are at home in their Country of Residence and left unsupervised as a result of this Insured Event, then We will arrange and pay for the travelling costs (one first class rail or economy/tourist class return air fare) for a person to travel to, and look after, the child/children or for the child/children to be transported to a specified destination to be looked after.

If the Insured Person does not require an Emergency Medical Transfer or Evacuation but does require In-Patient or Day-Care Medical Treatment, which is not available in their Country of Residence:

- f) We will pay the reasonable travelling costs of a return trip by first class rail or economy/tourist class air fare for the Insured Person to travel to the nearest suitable Hospital in a nearby country to receive treatment.
- g) We will pay the reasonable accommodation costs for up to 3 nights per admission for the Insured Person to stay in the treating country, either prior to or following the medical admission, where travelling availability dictates that this is unavoidable. This benefit only applies if specified on Your Table of Benefits.

#### **Compassionate Travel Costs**

h) If you have to return to Your Home Country or country nominated by You and agreed by Us because a Close Relative under age 75 has had an Accident and, as a result, has either died or been hospitalised and is in a condition that is life-threatening, We will arrange and pay for one first class rail fare or economy/tourist class return air fare to enable the Insured Person to travel back home.

#### What is not covered

- a) Any additional travelling costs incurred by the nominated adult and/or child/children if it is necessary for Us to subsequently arrange for an Insured Person's transfer to a second Hospital in the same country.
- b) Accommodation costs, except where stated in item g) of this Section and on Your Table of Benefits.

#### Section 7 - Repatriation of Mortal Remains/Local Cremation/Burial Benefits

#### What is covered

If You die outside Your Home Country or country nominated by You and agreed by Us as a result of an Insured Event, We will provide the following benefits in accordance with Your wishes or those of Your next-of-kin:

- a) We will arrange and pay for preparation and repatriation by air transportation of Your mortal remains from the country where death occurred to the place of the funeral in the Home Country or country nominated by You and agreed by Us or the Country of Residence.
- b) We will make all of the necessary arrangements as required under international regulations and will pay up to the amount shown in Your Table of Benefits towards the cost of a coffin.
- c) We will also arrange and pay for the additional travelling costs of up to two persons who were accompanying the deceased Insured Person to return by first class rail or economy/tourist class air fare to attend the funeral.
- d) We will arrange and pay towards the cost of cremation in the country where death occurred, the transportation of the funeral urn back to the Home Country or country nominated by You and agreed by Us or Country of Residence and the additional travel costs of up to two persons to accompany the funeral urn **OR**

We will arrange and pay for burial in the country where death occurred where outside of the Home Country or country nominated by You and agreed by Us or Country of Residence.

#### What is not covered

- a) Funeral costs including the cost of a religious practitioner, floral tributes, musical provision, hire of funeral vehicles or food or beverage and any other costs other than those directly relating to the burial.
- b) Payment of any local burial costs if an Insured Person dies in their Home Country or Country nominated by You and agreed by Us.
- c) Any costs incurred under this Section, where death has occurred directly or indirectly as a result of a Medical Condition, Medical Treatment or Accident, not covered under this Policy.

# Section 8 – Temporary Return to Home Country or the country nominated by You and agreed by Us Benefits What is covered

The following benefits and services apply to each Insured Person who temporarily returns to their Home Country or Country nominated by You and agreed by Us for each Return Visit. Such Return Visits must comply with General Exclusion 25.

The cover, exclusions and policy conditions shall be the same as that provided for under Section 1 – Overall Maximum Limit, Section 2 – Medical and Hospital Benefits, Section 3 – Dental Treatment Benefits and Section 4 – Maternity Grant-in-Aid Benefits. In addition, cover is extended to include the following items:

- a) Accommodation and Travel Costs In the event of an eligible Claim under this Section, We will pay for reasonable additional travel and accommodation costs arranged by Us for one person required on medical advice to stay with an Insured Person or escort them home.
- We will pay for the reasonable additional travel costs incurred in repatriating dependent children to their Country of Residence if an Insured Person is incapacitated and there is no other responsible adult to supervise them.
- a competent person will be provided to accompany the children to their home in the Country of Residence.
- b) Contribution towards Travel Costs If You choose to return to Your Home Country or Country nominated by You and agreed by Us for a Major Surgical Intervention, We will pay a contribution towards the travelling costs.

#### What is not covered

- a) In respect of the benefit for 'Accommodation and Travel Costs:
  - i) accommodation costs other than the cost of the room.
  - ii) air travel costs in excess of a return economy/tourist class air fare.
  - iii) any air travel costs in excess of a one-way economy/tourist class air fare for each child to be repatriated.

#### Section 9 – Wellness Benefits

#### A. Optical Benefit

#### What is covered

We will pay towards the cost of:

i) one annual eye/vision test;

ii) prescription glasses (excluding prescription sunglasses) or contact lenses where prescribed by an Optician or Ophthalmologist.

In respect of item ii) above, this benefit is subject to a Co-insurance as stated on Your Table of Benefits. This benefit does not apply to Level 1.

#### **B. Audiology Benefit**

#### What is covered

We will pay for the cost of one annual hearing test and make a contribution towards a hearing aid where prescribed by an Audiologist/ENT Consultant. This benefit does not apply to Level 1.

#### C. Preventative Cancer Screening Benefit

#### What is covered

We will pay for the following tests which are undertaken purely for cancer screening: cervical smear tests, mammograms, prostate, colon and testicular examinations. This benefit only applies if specified on Your Table of Benefits and the benefit does not apply to Levels 1 and 2.

#### What is not covered

- a) Any tests/examinations not mentioned above as being covered.
- b) Any screening test/examination during the first 12 months from an Insured person's Date of Entry to this Policy. In the case where the Insured Person has previously been covered by a Health Insurance Plan provided and underwritten by an Irish licensed insurer the 12 months waiting period shall be reduced by the number of months membership already served.

#### **D. Child Vaccinations Benefit**

#### What is covered

We will pay for all routine and preventative vaccinations for insured children under age 4. This benefit only applies if specified on Your Table of Benefits and the benefit does not apply to Levels 1 and 2.

#### What is not covered

Any vaccinations and/or medicines for the purposes of foreign travel.

#### Section 10 - AIDS/HIV Benefit

#### What is covered

We will pay for Medical Treatment relating to AIDS and HIV including any related diseases where contracted as a direct result of a blood transfusion received after the Insured Person's Date of Entry to this Policy. **This benefit does not apply to Levels 1 and 2.** 

#### What is not covered

Any expenses incurred within the first 2 consecutive years after an Insured Person's Date of Entry to this Policy. In the case where the Insured Person has previously been covered by a Health Insurance Plan provided and underwritten by an Irish licensed insurer the 2 years waiting period shall be reduced by the number of years/months membership already served.

#### Section 11 - Travel Assistance

#### What is covered

If the Insured Person is planning a Trip, We will provide the following services:

- a) Pre-Travel Advice including information regarding current Visa and Entry Permits, advising on any relevant inoculations and vaccinations, local climatic conditions, main bank opening hours, time zones and motoring regulations.
- b) Medical Referral in respect of minor ailments (i.e. this does **not** include an emergency situation or a chronic illness) We will provide basic medical advice by telephone and access to the names and contact details of local doctors, dentists and Hospitals if a consultation or minor treatment is required as well as arranging for a doctor to call.
- c) If one or more of the Insured Person's children who are left in the Country of Residence fall ill, We will, at the Insured Person's request, arrange for medical advice to be provided and will monitor the situation until their return home.
- d) We will assist in replacing essential prescription medication which have been lost or in supplying blood where unobtainable in the travel location.
- e) Personal Travel Referral We will provide the Insured Person with the following services:
- · relay emergency/urgent messages to a relative or business associate if an Insured Event or travel problem disrupts the travel schedule;
- · assist in tracing and the delivery of lost luggage;
- · advice on replacement of lost or stolen tickets and travel documents including passports;
- advice on notifying loss of credit/charge cards;
- · translation service where medically necessary;
- provide legal advice where needed.

#### What is not covered

- a) Any fees, charges and custom duties resulting from the provision by Us of any advice or assistance or the supply of any item by Us.
- b) The cost of replacement tickets or other items sourced, transported or provided by Us.

#### **Policy Conditions**

- a) Dispatch of any replacement items is subject to the legislation in force and to freight regulations.
- b) We will make every effort to ensure advice and assistance is provided promptly and in good faith. However, We cannot accept liability for loss or damage of any kind which may result from unforeseen local conditions which are beyond Our control.

#### Section 12 - Travel Benefits

## These benefits are automatically included if You have chosen Level 1. They also apply to Levels 2 and 3 but only if You have selected this optional add-on and have paid the required additional premium.

#### Trip & Territorial Limits (Applicable only to this section):

Cover will be limited for Trips made outside of the Geographical Area up to a maximum of 60 days in any one Period of Insurance.

The following benefits and services will operate in respect of any Trip.

#### A. Legal Protection

Medical Expenses incurred within a Hospital environment:

If You claim benefits for treatment which is needed because an Insured Person was injured through the fault of some other person or body. You must notify Us. We will pay the benefits if You provide an undertaking to include those benefits in any claim being made or to be made against the person who caused the injury and do everything We ask to recover these benefits and repay them to Us.

#### **Non-Medical Expenses**

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

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

#### We will advance on Your behalf

- Up to the amount shown on Your Table of Benefits per Insured Person (and in total for all Insured Persons in connection with any one event giving rise to a Claim) for legal costs and expenses directly incurred in the pursuit of these proceedings.
- Additional travel expenses in the event that a court outside Ireland requires You to attend in connection with an event giving rise to an action under this Section, up to a maximum per Insured Person of the amount shown in Your Table of Benefits.
- When We have begun proceedings on Your behalf and You receive no compensation, or only limited compensation, We will cover 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, up to the amount shown in Your Table of Benefits 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 although You do not have to accept the lawyer nominated by Us.

Lawyers 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.

If You are unable to agree with Us on a suitable lawyer We will ask the ruling body for lawyers in that country to nominate another lawyer. In the meantime, We may appoint a lawyer to protect Your interests.

If an award of compensation is made and payment is received by You, or by a lawyer instructed on Your behalf, then all sums advanced or paid by 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 begin 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 3 months of the incident.

#### What is not covered

a) Costs or expenses incurred without prior authorisation by Us.

- b) Any incident, which may give rise to a claim, not notified to Us within 3 months of the incident.
- c) The pursuit of a Claim against Us, Our agent or an Insurer underwriting any Section of this Policy, or a travel agent, tour operator or Carrier.
- d) Actions between Insured Persons, or actions pursued in order to obtain satisfaction of a judgement or legally binding decision.
- e) Anything mentioned in the "General Exclusions".

#### **B.** Personal Liability

#### What is covered

We will cover You (or in the event of Your death, Your legal personal representatives) against:

- · All sums which You shall become legally liable to pay as compensation; and
- All law costs awarded to any claimant or incurred in the defence of any claim that is contested by Us or with Our consent, if in the course of a Trip You become legally liable for accidental bodily injury to, or the death of, any person and/or accidental loss of or damage to their property, on condition that there is no other insurance in force covering the loss, the material damage or Your liability. We will pay up to the maximum shown in Your Table of Benefits, including costs. This limit applies to any and all claimants in any one Period of Insurance affected by any and all occurrences with any one original cause.

#### What is not covered

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

- e) Claims for injury, loss or damage arising directly or indirectly from:
- Ownership or use of: aircraft; horse-drawn, motorised, mechanically-propelled or towed vehicles; motor vehicle, (e.g. car, motor cycle, moped or scooter); sail or powered boat or vessels (other than row boats, punts or canoes); animals (other than horses, domestic dogs or cats); firearms.
- · The pursuit or exercise of any trade, profession or gainful occupation, or the supply of goods and services by You;
- · The ownership or occupation of any land or building;
- Wilful or malicious acts.
- f) Liability or material damage for which cover is provided under any other insurance.
- g) Accidental injury or loss not caused through Your negligence.
- h) Any injury, illness, death, loss, expense or other liability attributable to the transmission of any communicable disease or virus, or to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS or any mutant derivative thereof.
- i) Anything mentioned in the "General Exclusions".

#### **C. Personal Accident**

#### What is covered

We will pay to You or Your legal personal representatives the amounts shown in Your Table of Benefits for each Insured Person if You suffer Accidental Bodily Injury during the Trip, which within 12 months is the sole and direct cause of death or disablement.

The amounts shown in Your Table of Benefits are in addition to the benefits available in respect of medical expenses which have been incurred for emergency medical treatment abroad.

#### What is not covered

- a) Injury not caused solely by outward, violent and visible means.
- b) Your disablement caused by mental or psychological trauma not involving Your bodily injury.
- c) Disease or any physical defect, infirmity or illness which existed prior to the commencement of the Trip.
- d) Any payment per Insured Person in excess of the amount specified in Your Table of Benefits.
- e) Any payment in excess of the amount specified in Your Table of Benefits arising from death of Insured Persons under 16 years of age or over 69 years of age.
- f) Any payment in excess of the amount specified in Your Table of Benefits arising from the Permanent Total Disablement of Insured Persons over 69 years of age.
- g) Anything mentioned in the "General Exclusions".

#### **D.** Cancellation or Curtailment

The Cancellation or Curtailment benefit will operate from 90 days before Your Date of Entry. If You submit a Cancellation Claim within the 90 days before Your Date of Entry and You have not paid the premium to Us, We will subtract the value of the travel premium at the optional add-on price (in addition to the Excess applicable to this benefit) from the amount payable.

**Cancellation** cover applies if Your Trip takes place within the Period of Insurance, but You are forced to cancel Your travel plans during Your Period of Insurance because of one of the following changes in circumstances which are beyond Your control and of which You were unaware at the time You booked the Trip. Please see also, the 'Travel Delay' cover (Benefit G).

**Curtailment** cover applies if You are forced to cut short a Trip You have commenced because of one of the following changes in circumstances which is beyond Your control and You were unaware at the time You commenced Your Trip.

#### What is covered

We will pay up to the maximum shown in Your Table of Benefits for each Insured Person under the age of 80 at the start of the Period of Insurance for financial loss You suffer for non-refundable deposits and amounts You have paid (or have contracted to pay), for travel and accommodation You do not use because you are unable to start or complete Your Trip. Your cancellation or curtailment must be necessary and unavoidable for Your Claim to be covered.

Under the Curtailment benefit we will also pay to transport You, by economy class transportation where possible and medically appropriate, together with a medical escort if necessary, to return You to the country in which Your Trip commenced, provided all of the criteria has been met as stated in the 'Special Conditions relating to claims' section below.

#### **Changes in Circumstances**

Unforeseen Illness, injury or death of You or any person with whom You have arranged to travel or stay during the Trip, or upon whom Your Trip depends.

- The death, imminent death, or hospitalisation due to serious accident or unforeseen Illness of a Close Relative (except where covered under Section 6h of this Policy Compassionate Travel Costs).
- Your abandoning Your Trip following a delay of more than 12 hours in the departure of Your outward flight, sea-crossing or coach or train journey, which is part of the booked Trip's itinerary. This delay must be caused by Strike or Industrial Action (of which You were unaware at the time You either: booked the Trip; purchased this Policy Level 1; or purchased this optional add-on Levels 2 and 3), adverse weather conditions, or the mechanical breakdown of, or accident involving, the aircraft, sea vessel, coach or train.
- Your outward flight, sea-crossing or coach or train journey, forming part of the Trip's itinerary, having been cancelled and no suitable alternative
  having been provided within 12 hours of the booked departure time. This must be as a result of Strike or Industrial Action (of which You were
  unaware at the time You either: booked the Trip; purchased this Policy Level 1; or purchased this optional add-on Levels 2 and 3), adverse
  weather conditions, or the mechanical breakdown of, or accident involving, the aircraft, sea vessel, coach or train.
- You or any person with whom You plan to travel, being called up for jury service or being subpoenaed as a witness in a court of law (other than in a professional or advisory capacity).
- After You have booked Your Trip and effected cover under this Policy, the Irish Government or the UK Foreign & Commonwealth Office announces that travellers are recommended to avoid the country or area You have planned to visit, and when Your Travel Agent or Tour Operator cannot provide a refund or equivalent alternative holiday arrangements You must notify the Carrier or travel agent immediately You know the Trip is to be cancelled, to minimise your loss as far as possible.

#### Special conditions relating to claims

You must obtain a medical certificate from the Medical Practitioner in attendance and Our prior approval to confirm the necessity to return to the country in which the Trip commenced prior to the scheduled return date of the Trip in the event of unforeseen Illness or injury.

In the event of Curtailment, You must contact Us first and allow Us to make all the necessary travel arrangements. If You have not arranged Your Trip's return travel arrangements prior to the date of Your Curtailment, We will deduct the cost of the cheapest economy return fare, as calculated at the time of the curtailment, from the total cost of Your Claim.

If, at the time of requesting Our assistance in the event of a Curtailment claim, satisfactory medical evidence is not supplied in order to substantiate that the claim is due to an unforeseen illness, injury or death of You, a Close Relative, travelling companion or person with whom You have arranged to stay whilst on Your Trip, We will make all necessary arrangements at Your cost and arrange appropriate reimbursement as soon as the claim has been validated.

This Policy covers direct travel and accommodation costs and does not cover any costs associated with pre booked excursions, activity entrance fees and tickets or theme park tickets.

We will only pay for financial loss You suffer on behalf of any travelling companion if they are insured and named on this Policy. If Your travelling companion is not insured under this Policy, You will need to claim against their travel insurance policy for any amounts that You have paid on their behalf.

Your Cancellation or Curtailment must be necessary and unavoidable in order for You to claim.

If Your outward flight, sea-crossing or coach or train journey is cancelled by the Carrier, You must produce to Us written documentation provided by the Carrier, specifying the reason for the cancellation.

You must notify the Carrier or travel agent immediately You know the Trip is to be cancelled or curtailed, to minimise Your loss as far as possible. If You fail to notify the Carrier or travel agent immediately it is found necessary to cancel the Trip, Our liability shall be restricted to the cancellation charges that would have applied had failure not occurred.

If You cancel the Trip due to unforeseen Illness or injury You must provide a medical certificate from the treating General Practitioner prior to Your intended travel date stating that the Illness or injury You were seen for prevented You from travelling.

Curtailment claims will be calculated from the date of the return to the country in which the Trip commenced.

#### What is not covered

- a) Claims when You do not want to travel, unless Your change of travel plans is caused by one of the changes in circumstances listed above.
- b) The cost of pre booked excursions, activity entrance fees and tickets or theme park tickets.
- c) Any costs relating to unused travel and accommodation for any persons not insured under this Policy.
- d) Cancellation because of pregnancy or childbirth, unless the cancellation is certified by a Medical Practitioner as necessary due to Complications of Pregnancy and Childbirth.
- e) Claims arising from actual or planned Strike or Industrial Action which was common knowledge at the time You either: booked the Trip; purchased this Policy (Level 1); or purchased this optional add-on (Levels 2 and 3).
- f) Withdrawal from service of the aircraft, sea vessel, coach or train on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any Claim in this case to the transport operator involved.
- g) Any costs in respect of any unused pre-paid travel costs for the return journey of Your Trip when We have paid a Curtailment Claim to return You to the country in which Your Trip commenced. Please note: In situations where We have paid to return You to the country in which Your Trip commenced any refund for pre-paid travel costs for the return journey of Your Trip which You are not able to use will be payable to Us by Your Carrier.

- h) Failure by the provider of any part of the booked Trip to actually supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise).
- i) Change of plans due to Your financial circumstances.
- j) Any Claim arising as a result of attendance of an Insured Person, or any other person on whom the Trip plans depend, in a court of law. This exclusion will not apply if You are called up for jury service or are subpoenaed as a witness (other than in any professional or advisory capacity).
- k) Any cancellation or curtailment caused by work commitment or amendment of Your holiday entitlement by Your employer.
- Any Claim resulting from Your being unable to travel due to an Insured Person's failure to hold, obtain or produce a valid passport and/or any required visa in time for the booked Trip.
- m) Regulations by the government of any country, or delay or amendment of the booked Trip due to government action.
- n) Additional costs for which You become responsible as a result of not cancelling a Trip immediately when there is reason for a Trip to be cancelled.
- o) Any claim arising from a volcanic eruption (including volcanic ash being carried by the wind), earthquake, or tsunami.
- p) The Excess shown in Your Table of Benefits for each Insured Person, for each and every Claim. If You are claiming only for loss of deposit then the Excess is reduced to the amount shown in Your Table of Benefits for each Insured Person for each and every Claim.
- q) Any costs relating to airport taxes, air passenger duty and other surcharges levied by the airline. You may be able to obtain a refund from Your Carrier for such charges.
- r) Any cancellation charges incurred in obtaining any supporting documentation.
- s) The cost You paid to buy this cover.
- t) Anything mentioned in the "General Exclusions".

#### E. Extended Stay

#### What is covered

On condition that You contact Us first and that We make all the travel arrangements, if, following a valid claim under Section 2 – Medical and Hospital Benefits, You have been discharged from Hospital after the intended return date of Your Trip and You have been medically certified to be fit to travel,

We will pay for the following costs:

- We will pay for the additional travelling costs and accommodation costs incurred by You on the return journey of Your Trip.
- If Our Medical Officer confirms that it is medically necessary for You to be accompanied on the return journey of Your Trip, We will pay for the
  additional travelling costs and accommodation costs incurred by persons staying with You and accompanying You on the return journey of Your Trip.
- If you do not have an accompanying adult, then We will pay for the additional travelling and accommodation costs for one person required, on medical advice, to travel out to You and accompany You on the return journey of Your Trip.

#### What is not covered

- a) Any travel costs in excess of a one-way economy/tourist class air fare or a first class rail fare for each person to be returned to the country in which Your Trip commenced, unless medically necessary.
- b) Accommodation costs other than the cost of the room(s).
- c) Claims arising where You were not an admitted in-patient of a Hospital on the date of the original scheduled return journey of Your Trip.
- d) Anything mentioned in "General Exclusions".

#### F. Missed Departure

#### What is covered

If during a Trip You arrive at the airport, port, train or coach too late to commence the journey, as a result of:

- · Mechanical breakdown or road traffic accident involving the car in which You are travelling; or
- Cancellation or Curtailment of scheduled public transport due to adverse weather conditions, Strike or Industrial Action or mechanical breakdown or accident;

We will provide assistance by liaising with the Carrier and/or tour operator to advise of Your late arrival and, as necessary, We will make arrangements for overnight hotel accommodation and alternative international travel. We will pay for reasonable additional travel and accommodation expenses necessarily incurred to reach the booked destination by the most direct alternative route, up to a maximum under this Policy of the amount shown in Your Table of Benefits in total for each Insured Person, during each Trip abroad.

You must take every reasonable step to commence and complete the journey to the departure point and check-in for the flight, sea crossing, coach or train journey on time or where there is a recommended check-in time on Your ticket, You must check in at or prior to this time.

You must obtain written confirmation from the Carrier stating the period and reason for delay.

#### What is not covered

- a) Claims arising from actual (or planned) Strike or Industrial Action which was common knowledge at the time You either: booked the Trip; purchased this Policy Level 1; or purchased this optional add-on Levels 2 and 3.
- b) Withdrawal from service of the aircraft, sea vessel, coach or train on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any Claim to the transport operator involved.
- c) Additional costs where the scheduled public transport operator has offered reasonable alternative travel arrangements.
- d) Claims for additional mechanical wear and tear or Depreciation of Your vehicle or for mileage charges other than additional fuel and oil.
- e) Claims under this Section in addition to claims under Section F (Travel Delay).
- f) Claims due to Your allowing insufficient time to complete Your journey to the departure point including points of departure for international connections. You should adhere to recommended check-in times on the travel tickets.
- g) Anything mentioned in the "General Exclusions".

#### G. Travel Delay

#### What is covered

If the departure of Your first outward or final inward flight, sea crossing or coach or train journey forming part of a booked Trip and specified on Your ticket, is delayed for more than 12 hours, and the delay is as a direct result of Strike, Industrial Action, adverse weather conditions, or mechanical breakdown of aircraft, sea vessel, coach or train, then:

• We will pay the amounts shown in Your Table of Benefits for each Insured Person for the first 12 hours Your departure is delayed and a further amount for each Insured Person for each subsequent full 12 hours delay, up to the maximum amount shown in Your Table of Benefits for each Insured Person for each Trip;

#### OR

• For more than 12 hours beyond the intended departure time on the first outbound flight, sea crossing, coach or train: You can choose instead to abandon Your Trip and submit a Cancellation Claim under Section D above up to the amount shown on Your Table of Benefits per Insured Person.

#### What is not covered

- a) Claims arising from actual (or planned) Strike or Industrial Action which was common knowledge at the time You either: booked the Trip; purchased this Policy Level 1; or purchased this optional add-on Levels 2 and 3.
- b) Withdrawal from service of the aircraft, sea vessel, coach or train on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the transport operator involved.
- c) Any claim arising from a volcanic eruption (including volcanic ash being carried by the wind), earthquake, or tsunami.
- d) Claims where You have not obtained written confirmation from the Carrier stating the period and reason for delay.
- e) Anything mentioned in the "General Exclusions".

#### Hi. Personal Luggage

#### What is covered

We will pay up to the Overall Maximum shown in Your Table of Benefits for each Insured Person in total under this Policy, if, during a Trip, Your Personal Luggage is damaged, stolen, destroyed or lost (and not recovered).

The maximum We will pay for any one article, or for any one Pair or Set of articles and the maximum We will pay under this Policy for Valuables owned by an Insured Person is limited to the amounts shown in Your Table of Benefits.

We have the option to either pay You for the loss, or replace, reinstate or repair the items concerned. Payment will be on the basis of the value of the items concerned at the time they are lost and not on a 'new for old' basis or replacement cost basis. A deduction will be made for normal wear and tear, bearing in mind the age of the items.

You must take suitable precautions to secure the safety of Your Personal Luggage and must not leave it unsecured or unattended or beyond Your reach at any time in a place to which the public have access.

If claiming for stolen or lost goods You should produce proof of purchase of the original goods by way of receipts, credit card or bank statements, or other proof of ownership, as failure to do so may delay the assessment of the Claim.

Within 24 hours of discovery of the incident, You must report loss of Personal Luggage to the local police or to the Carrier, as appropriate, (damage to personal Luggage in transit must be reported to the Carrier), or to Your hotel or accommodation management, or to the tour operator representative.

You must produce to Us written documentation from one of the parties listed above confirming that the loss or theft occurred during the Trip - otherwise no Claim will be paid.

#### What is not covered

- a) Any item loaned, hired or entrusted to You.
- b) Items carried as freight or under a bill of lading.
- c) Any loss of Personal Luggage stolen from an unattended motor vehicle if:
  - i) The items concerned have not been locked out of sight in a Secure Luggage area;
  - ii) No forcible and violent means have been used by an unauthorised person to affect entry into the vehicle; and
  - iii) No evidence of such entry is available.
- d) Theft of Valuables from an unattended motor vehicle.
- e) Loss, theft or damage to Valuables from checked-in luggage left in the custody of an airline or hotel and/or Valuables packed in luggage left in the baggage hold or storage area of another Carrier.
- f) Electrical or mechanical breakdown or derangement of the article insured.
- g) Wear and tear, damage caused by moth or vermin, denting or scratching, or any process of dyeing or cleaning.
- h) Confiscation or detention by customs or other lawful officials and authorities.
- i) Dentures, bonds, securities, stamps or documents of any kind; including driving licenses, passports, theme park/excursion tickets; musical instruments, glass, china, antiques, pictures, pedal cycles and accessories.
- j) Loss, theft or damage to vehicles, accessories and vehicle keys.
- k) Damage to fragile or brittle articles unless by fire or resulting from an accident to a sea going vessel, aircraft or vehicle.
- I) Liability in respect of a Pair or Set of articles where We shall be liable only for the value of that part of the Pair or Set which is lost or damaged.
- m) Sports clothing (including footwear) whilst in use.
- n) Losses from a roof or boot luggage rack.
- o) The Excess specified in Your Table of Benefits per Insured Person, for each and every Claim.
- p) Anything mentioned in the "General Exclusions".

#### Hii. Luggage Delay

#### What is covered

If Your luggage is certified by the Carrier to have been lost or misplaced on the outward journey of a Trip for a period in excess of 12 hours, then You can Claim an amount as shown in Your Table of Benefits per Insured Person for the purchase of essential items per incident. You must provide receipts.

Such sums will be refundable to Us if the luggage or any part of it proves to be permanently lost and/or a Claim is made under the Personal Luggage Section.

#### What is not covered

- a) Any claim relating to luggage delayed at any other time during Your Trip or on Your return journey.
- b) Anything mentioned in the "General Exclusions". The Policy Excess does not apply under this Section.

#### Hiii. Money and Passport

#### What is covered

We will pay up to an Overall Maximum shown in Your Table of Benefits for each Insured Person in total, if during a Trip, the Money You are carrying on Your person or You have left in a safety deposit box is lost, stolen, damaged or destroyed.

- The maximum we will pay for bank notes, currency notes and coins is shown in Your Table of Benefits.
- The maximum We will pay for bank notes, currency notes and coins belonging to an Insured Person aged under 16 is shown in Your Table of Benefits.

We will pay up to the amount shown in Your Table of Benefits for each Insured Person in respect of reasonable additional travel and accommodation expenses You incur abroad to obtain a temporary replacement passport, if Your passport is lost or stolen outside Your Country of Residence or Home Country or the country nominated by You and agreed by Us during a Trip. This cover does not cover the additional cost of a replacement passport once You have returned to your Country of Residence or Home Country or the country nominated by You and agreed or Home Country or the country nominated by You and agreed or Home Country or the country nominated by You and agreed by Us.

Within 24 hours of discovery of the incident You must report loss of Money or Travel Documents to the local police or to the Carrier, as appropriate, or to Your hotel or accommodation management.

You must produce to Us written documentation from one of the parties listed above confirming that the loss or theft occurred during the Trip - otherwise no Claim will be paid.

You must produce to Us evidence of withdrawal of bank notes, currency notes or coins - otherwise no payment will be made.

#### What is not covered

- a) Shortages or loss due to error, omission, Depreciation in value, or confiscation or detention by customs or other lawful officials and authorities.
- b) Travellers cheques and/or travel documents that can be replaced by the issuer.
- c) Anything mentioned in the "General Exclusions".

The Policy Excess does not apply under this Section.

**Note:** Reference to 'Full Cover' shall mean all eligible expenses subject to these being usual, customary and reasonable for the service rendered in the country provided.

#### Cover for Hazardous Sport and Activities - This list applies to all Sections of this Policy

#### The following activities are covered if they are non-professional and at Amateur level:

Abseiling, Athletics, Badminton, Baseball, Basketball, BMX cycling, Bowls, Cricket, Cross country running, Curling, Cycling, Fell running, Golf, Gliding, Heptathlon, Hiking (under 2,000 metres altitude), Jogging, Netball, Orienteering, Rambling, Roller Blading (Line Skating), Rounders, Running (Sprint/ Long Distance), Safari (organised - no guns), Sand Yachting, Scuba Diving (max. depth 30 metres qualified), Skate boarding, Snorkelling, Squash, Tennis, Trekking (under 2,000 metres altitude), Triathlon, Volleyball, Water Polo, Windsurfing, Winter Sports, Yachting (crewing inside territorial waters).

## The following activities are covered if they are non-professional and at Amateur level but have no cover under Section 12B - Personal Liability and Section 12C - Personal Accident:

American Football, Animal Conservation/Game Reserve (when with a guide on an organised tour), Archery, Bungee jumping, Canoeing (on lakes, rivers or on the sea inside territorial waters, but not white water canoeing), Caving (not solo); Clay pigeon shooting, Cross channel swimming, Dry skiing, Fencing, Field Hockey, Fishing (Fresh water and deep sea), Flying as a fare-paying passenger on a licensed aircraft, Football, Gaelic Football, Glacier Skiing (with a guide), Go Karting (recreational use), Gymnastics, Hang-gliding (tandem with expert instructor), Handball, Hiking (over 2,000 but under 6,000 metres altitude), Horse riding (basic riding only using natural gaits of walk, trot, canter/lope, and gallop), Hot air ballooning, Hurling, Ice hockey, Jet Boating, Jet Skiing, Kayaking (inside territorial waters), Kite Surfing/Landboarding/Buggying, Lacrosse, Marathons, Motorcycling (under 50cc - no racing), Motor/Power Boating, Mountain Biking (on or off road), Mountain boarding, Mountain Climbing (up to 4,000 metres and which does not involve the use of ropes and/or guides), Off-piste skiing or snowboarding (with a guide), Paintballing, Para-gliding (tandem with expert instructor), Parascending, Potholing (not solo), Rock or cliff climbing and scrambling, Roller Hockey/Street Hockey, Rowing (inland/coastal), Rugby, Sailboarding, Scuba Diving (below 30 metres and up to 100 metres with a buddy, qualified), Skidooing, Skydiving (tandem with expert instructor), Snow mobile, Surfing, Tobogganing, Trekking (over 2,000 but under 6,000 metres altitude), Wake boarding, War Games (non-armed forces), Water Skiing, White or black water rafting (grades 1 to 4), Zorbing/Hydrozorbing.

Please refer to Exclusion 19 for a list of activities which are not covered.

### 6) General Exclusions

#### General Exclusions and Policy Conditions specific to Section 12 - Travel Benefits

#### **General Exclusions**

The following exclusions will apply to all of the services and benefits provided by Section 12.

- 1. Claims arising from circumstances known to you at the time of applying for this insurance or at any time prior to the commencement of the Period of Insurance, or the commencement of any Trip, which have not been disclosed to Us prior to the commencement of the Period of Insurance, or the commencement of any Trip.
- 2. Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this Policy, be insured by any other existing certificate or Policy. If You have any other Policy in force, which may cover the event for which You are claiming, You must tell Us. This exclusion shall not apply to Personal Accident benefits.
- 3. Flying (other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft).
- 4. Notwithstanding any provision to the contrary within this insurance, or any section thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of an Insured Person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of an Insured Person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any organisation (s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain

- 5. Any Claim when You have not paid the appropriate premium for the cover required.
- 6. Any Claim when not specifically relating to a Trip.
- 7. Any costs incurred on behalf of other travelling companions who are not insured under this Policy.

#### General Policy Conditions specific to Section 12 - Travel Benefits

- 1. You must exercise reasonable care for the supervision and safety of Your property and of Your person. You must take all reasonable steps to avoid or minimise any Claim. You must act as if You are not insured.
- 2. You must comply in full with the terms and conditions of this section and the Policy to which it attaches before a Claim will be paid.
- 3. In case of an emergency or of any occurrence which may give rise to a Claim for more than €700 under this insurance, You must contact us as soon as practicable. You must make no admission, offer, promise or payment without our prior consent. Telephone Us first on +353 46 9077377.
- 4. You must take all practicable steps to recover any article lost or stolen and to identify and ensure the prosecution of the guilty person(s). We may at any time at Our expense take such action as We deem fit for the recovery of the property lost or stated to be lost.
- 5. In the event of a valid Claim, You shall allow Us the use of any relevant travel tickets You are not able to use because of the Claim.
- 6. We are entitled to take over Your rights in the defence or settlement of a claim, or to take proceedings in Your name for Our own benefit against another party and We shall have full discretion in such matters. This is to enable Us to recover any costs We have incurred from any third party who may have liability for the costs.

#### General Exclusions applying to all Sections of this Policy

#### Please note that these General Exclusions override all other terms and conditions of this Policy.

We will not pay for:

- 1. A Pre-Existing Medical Condition known to an Insured Person (or of which an Insured Person ought to reasonably have been aware of) and/or from which he/she has suffered from prior to first applying for insurance cover except as provided for under Section 7. General Policy Conditions 'Expiry of Waiting Periods for Pre-Existing Medical Conditions'.
- 2. Medical Treatment for a continuation of a course of treatment when You have been repatriated or travel to Your Home Country or country nominated by You and agreed by Us and do not intend to return abroad.
- 3. The costs of In-Patient treatment in respect of any one Insured Event in excess of a combined total of 12 months during Your Vhi International membership.
- 4. Any costs incurred after expiry of any Period of Insurance, unless this Policy has been renewed for the next 12 month period and the required premium paid.
- 5. Medical Treatment for alcoholism, drug and substance abuse/dependency or any addictive condition of any kind and any Medical Condition or Bodily Injury directly or indirectly arising from such abuse or condition.
- 6. Medical Treatment that is required due to the Insured Person being under the influence and/or suffering from the effects of alcohol, intoxicants, drugs or narcotics.
- 7. Deliberate self-inflicted injury, needless self-exposure to peril except in an attempt to save human life, suicide or attempted suicide.
- 8. Contraception, sterilisations (or its reversal), fertilisation, vasectomy, impotence, venereal disease, sexually transmitted diseases, gender reassignment or any other form of sexual related condition, infertility (other than diagnostic investigations to establish the underlying cause) and any related condition or any form of assisted reproduction.
- Care or Medical Treatment which arises directly or indirectly from Human Immunodeficiency Virus or HIV related Illness, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) and any similar infections, Illnesses, injuries or medical conditions arising from these conditions, however caused other than circumstances where specified as covered under Section 10 – AIDS/HIV Benefit for Level 3.
- 10. Chronic or end stage renal failure which requires regular or long term renal dialysis.
- 11. Intentional, fraudulent, illegal, criminal, deliberately careless or reckless acts on the Insured Person's part or their consequences.
- 12. Travel against the advice of a Physician.
- 13. Air travel when the Insured Person is more than 28 weeks pregnant.
- 14. Medical Treatment associated with cryopreservation, implantation or reimplantation of living cells or living tissue whether autologous or provided by a donor.
- 15. Hearing tests and hearing aids, visual tests/aids, glasses and contact lenses, vaccinations (other than provided for under Section 9 Wellness Benefits for Levels 2 and 3), corrective surgery for long or short sightedness, dentures, orthodontic appliances, vitamins, minerals, dietary supplements, preventative medicines and general health check-ups.
- 16. Drugs and medicines purchased without a Physician's prescription.
- 17. Any consequences of any of the following: experimental or unproven treatment, drug therapy or treatment provided by an unlicensed Physician.

- 18. Claims arising from an Insured Person's occupation as a professional sportsperson. This exclusion does not apply to students undertaking training or scholarships to become a professional sportsperson. However, from the time of qualification to a professional, any injuries or Illnesses caused as a direct result of occupational associated activities will be excluded.
- 19. Claims arising as a result of the Insured Person's participation in any of the following activities:

The Insured Person engaging in or practising for the following sports and activities:

aqua-lung diving below 100 metres; BASE jumping; bobsleigh; boxing; solo caving/potholing, cave diving; canyoning; equestrian activities (horse jumping, horse racing of any kind, hunting on horseback, point-to-point, polo, rodeo, steeple-chasing); flying or taking part in other aerial activities except whilst travelling as a fare-paying passenger on a licensed aircraft; solo hang-gliding; heli-skiing; high diving; hunting/shooting; luge; micro-lighting; motor sports; mountain climbing over 4,000 metres; Olympic-style weight lifting, powerlifting and bodybuilding; parasailing; para-skiing; solo para-gliding; professional sport; quad biking; racing of any kind other than on foot; safari with guns; scuba diving to a depth greater than 100 metres or where a current PADI Certificate is not held; sea canoeing outside of territorial waters; shark feeding/cage diving; skeleton; ski-jumping, racing or stunting; solo mountain climbing or mountaineering, at any height, which requires the use of ropes and/or guides; solo skydiving; white water canoeing, white or black water rafting (grade 5 and 6); wrestling, karate and any form of martial arts or unarmed combat; yachting outside territorial waters or any other specially hazardous pursuits or activity except when organised as a holiday interest where You are given tuition by experts employed by the local organiser. If You are unsure whether You are covered for a hazardous sport or activity please contact Us for advice regarding cover, **before** the pursuit or activity is undertaken.

- 20. Claims arising from any participation in any sport, pursuit or activity at a professional or semi-professional level, whether in training or in competition.
- 21. An Insured Person engaging in mining, commercial diving, working as a steeple jack or otherwise working in any location where the nature of the work itself exposes the Insured Person to a major fall of more than 20 feet or working in a war zone.
- 22. Claims from an Insured Person employed in commercial marine or offshore work, in the construction, oil or gas industries, as UN Personnel or as aid worker or overseas helper unless We have been advised of and have accepted an Insured Person's participation in such occupations.
- 23. Claims arising when an Insured Person is under military authority and is engaged in activities involving the use of firearms or physical combat or in areas of military conflict except in connection with tourist trips made on a private basis during leave.
- 24. Claims relating to 'search and/or rescue' operations to find an Insured Person in mountains, at sea, in the desert, in the jungle and similar remote locations.
- 25. Claims where You have been resident in Your Home Country or Country nominated by You and agreed by Us for more than 180 days during the 12 months prior to the occurrence of the Insured Event (unless the Claim is within the first Period of Insurance).
- 26. Expenses not specifically stated in this Policy as being insured.
- 27. Expenses for which there are no original documents unless specifically agreed by Us in writing or any invoice received by Us more than 3 months after the date of treatment.
- 28. Any costs which in the opinion of Our Physicians are unnecessary or which are in excess of the usual customary and reasonable charges in the area where the expense was incurred.
- 29. Payment for the transfer of a pregnant woman to Hospital for the purposes of routine childbirth unless agreed by Our Physicians as being necessary due to medical complications.
- 30. Any Claim which is in any way caused or contributed to by the use or release or the threat of any nuclear weapon or chemical or biological agent.
- 31. Any Claims whatsoever resulting from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), act of terrorism, civil war, rebellion, revolution, insurrection, military or usurped power or taking part in civil commotion or riot of any kind. (For the purpose of this exclusion, an act of terrorism means an 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 for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 32. Any Claims directly or indirectly caused by or aggravated by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.
- 33. Any expense which at the time of happening is covered by, or would, but for the existence of this Policy, be covered by any other existing insurance certificate, Policy, or state scheme. If there is any other cover in force which may pay in respect of the event for which the Insured Person is claiming, the Insured Person must tell us at the time he /she first contacts Us.
- 34. Costs which You would have otherwise had to pay even if the event which gave rise to a Claim had not occurred.
- 35. We will not pay for any losses which are not directly covered by the terms and conditions of this Policy. Examples of losses We will not pay for include loss of earnings due to being unable to return to work following injury or Illness happening while on a Trip and replacing locks if You lose Your keys.
- 36. All costs associated with an organ transplant of any kind (including stem cell transplants), including location of the replacement organ, removal from the donor, transportation costs, reimplantation, post-operative costs and all associated costs.
- 37. The costs of all Medical Treatment for any Medical Condition for which you have specifically travelled or taken up residence outside Your Home Country or Country of Residence or country nominated by You and agreed by Us, to receive In-Patient Medical Treatment for that same condition without Our written authorisation.

- 38. Cosmetic treatment or remedial surgery, removal of fat or other surplus body tissue and any consequences of such treatment, weight loss or weight problems or eating disorders whether or not for psychological purposes unless required as a direct result of an Accident or surgery for cancer which has occurred during the Period of Insurance.
- 39. Medical Treatment performed by a Physician who is related to the Insured Person unless pre-approved by Us.
- 40. Accommodation and Medical Treatment costs in a hospital where the establishment in question has effectively become the Insured Person's home or permanent residence and where the admission is arranged wholly or partly for domestic reasons.
- 41. Accommodation and Medical Treatment costs in a nursing home, hydro spa, nature cure clinic, health farm, health spa, rest/retirement/convalescent home or any similar establishment.
- 42. Medical Treatment for learning difficulties, hyperactivity, attention deficit disorder, speech therapy (unless it forms part of an In-Patient rehabilitation programme), behavioural problems or child development.
- 43. Medical Treatment for mental or nervous disorders, psychiatric treatment and the cost of a psychotherapist, family therapist, or counsellor of any kind (other than 30 days In-Patient treatment stay under Levels 2 and 3, or where covered as a Chronic Medical Condition for Levels 2 and 3, and other than 3 Out-Patient psychiatric visits where stated on Your Table of Benefits). We will not pay for bereavement counselling under any circumstance.
- 44. Payment of any benefits following Your permanent return to Your Home Country or country nominated by You and agreed by Us.
- 45. Any costs incurred where the Insured Person has travelled to a country or specific area which the Government or Embassy of their Home Country, or country nominated by them and agreed by Us, have advised against travelling to under any circumstances.
- 46. Any claims directly or indirectly arising from the failure, breakdown or malfunction of any electronic or mechanical item of medical/surgical equipment of any kind.
- 47. Any payment which exceeds the Overall Maximum Benefit.
- 48. Claims arising as a result of the Insured Person's participation in a sport or activity where the Insured Person does not wear the appropriate safety garments or follow the generally accepted safety measures of that particular sport or activity, with the consequence that the Insured Person puts themselves in unreasonable risk of danger of Bodily Injury or Illness.
- 49. Costs and/or fees charged by financial institutions, such as banks and credit card companies, for undertaking financial transactions relating to this Policy.

## 7) General Policy Conditions

#### **Eligibility for Membership**

- a) This Policy is designed for residents of the Republic of Ireland who are living or working abroad for a period of more than 6 months but who intend to return to the Republic of Ireland to take up residency at some point in the foreseeable future. **Please note:** Vhi International is not appropriate for Insured Persons in long term residency in countries outside of the Republic of Ireland and Your Policy will automatically cancel upon the end of the 7th continuous Period of Insurance insured on Vhi International, unless You can confirm and provide supporting documentation which confirms Your intention to recommence permanent residency in the Republic of Ireland in the foreseeable future. As each Insured Person's situation is unique, there is no exhaustive list of documentation, however the following is a list of documentation that would be acceptable:
  - Work Contract date
  - Course end date
  - Visa validity date
  - · Reservation of return ticket to the Republic of Ireland
  - · Proof of financial means in the Republic of Ireland (for example: bank statements);
  - · Proof of property ownership in the Republic of Ireland
  - A letter from a prospective employer in the Republic of Ireland stating that a position will be offered to you upon your return.

If none of the above documentation is available, then other supporting documentation which demonstrates strong financial, employment, family ties and commitments to Ireland should be presented for review. Such supporting documentation shall be required to be presented to Us on an annual basis for each Period of Insurance after this initial 7 year period to ensure continuity of cover for You and Your Dependants. We reserve the right to cancel your Policy in the circumstance where supporting documentation is not presented to Us.

b) Newly insured applicants are eligible for insurance cover provided they are under age 65 at their Date of Entry. For members joining from a Health Insurance Plan provided and underwritten by an Irish licensed insurer the upper age limit is 74. In the case of children, they must be under age 19 and unmarried at their Date of Entry (or under age 25, unmarried and in full time further education or financially dependent on the Policyholder for support at their Date of Entry).

#### **Conditions of Acceptance**

- a) We are entitled to refuse to accept an application from any person without giving a reason. We also reserve the right to ask for evidence of age, state of health, employment or status. We may wish to apply special terms, exclusions or premium increases to reflect any exceptional circumstances regarding Your application.
- b) You and Your insured Dependants must be covered under the same Policy and Plan Type providing identical cover and benefits.

- c) You and the persons applying for cover under this Policy must declare to Us any and all known Pre-Existing Medical Conditions. This condition will not apply to persons who, at the time of application, are members of a Health Insurance Plan provided and underwritten by an Irish licensed insurer.
- d) You must answer all questions about this Policy honestly and fully at all times. You must also tell Us straight away if anything that You have already told Us changes. If You do not tell Us, Your Policy may be cancelled and any claim You make may not be paid.

#### **Declaration and Changes**

- a) You and the persons applying for cover under this Policy must declare to Us any and all known Pre-Existing Medical Conditions. This condition will not apply to persons who, at the time of application, are members of a Health Insurance Plan provided and underwritten by an Irish licensed insurer.
- b) The Policyholder must immediately inform Us of any change in the information given on the application form, in particular relating to an Insured Person's address or Country of Residence, the birth or adoption of a child or any other change involving any of the Insured Persons.
- c) If a change to a Customer Account results in a premium refund/shortfall of less than or equal to €10, no charge/refund will be made due to the administration costs involved.

#### Adding or Removing Your Dependants

a) Application to add Your eligible Dependants may be made at any time during the Period of Insurance subject to completion of the appropriate application form and payment of the required premium, where appropriate. No premium shall be charged for the addition of a newborn child as an Insured Person until the first Renewal Date following the newborn child's date of birth.

## Please note: Submission of a claim under Section 4 Maternity Grant-in-Aid Benefits does not constitute formal notification for the newborn child to be added to the policy. A specific instruction is required.

b) Deletion will be made from the date that written notification is given/received which must be accompanied by the return of Insured Person's membership card.

Providing no Claim is known about, has been paid, submitted or pre-authorisation of expenses given by the person who is to be deleted during the Period of Insurance in which the deletion takes place, We will provide a pro-rata refund of the unexpired portion of any premium paid.

#### **Period of Insurance**

- a) Subject to payment of the required premium, this Policy will remain in force for a period of one year from the Inception Date and is renewable for successive one year periods at the prevailing terms, premium rates and benefits. In the case where the insurance has been arranged by an employer, company or organisation on behalf of its employees or members, the Period of Insurance for each employee or member will be as shown on their Policy Details.
- b) If We offer renewal terms in writing then this Policy will automatically renew for a further period of 12 months on those terms unless the Policyholder has advised Us in writing within 14 days of the Renewal Date falling due of intention to cancel this Policy.

We shall not cancel this Policy because of either a deterioration in Your health or the number/value of Claims You or Your insured Dependants make, unless We are prohibited or decide not to continue to underwrite this type of insurance in Your Country of Residence. If We do cease underwriting of this Policy, We shall give the Policyholder not less than 120 Days notice in writing prior to the next Renewal Date.

#### Expiry of the Waiting Periods for Pre-Existing Medical Conditions

Where a person is included for cover under this Policy for either the first time or at each Renewal Date, Pre-Existing Medical Conditions will continue to be excluded until expiry of the following waiting periods, commencing from the date an Insured Person is first included for cover under this Policy (or, in the event of a break in cover, from the date cover is effected once more):

- 5 years for Insured Persons under age 55 when first included for cover under this Policy; or
- 7 years for Insured Persons aged 55 or over but under 60 when first included for cover under this Policy; or
- 10 years for Insured Persons aged 60 or over when first included for cover under this Policy.

The waiting period shall apply to all Sections of this Policy.

The waiting period shall be reduced by any period of continuous and uninterrupted membership of a Health Insurance Plan provided and underwritten by an Irish licensed insurer.

At expiry of the waiting period, any such Medical Condition shall cease to be deemed to be of a 'pre-existing' nature for the purposes of this Policy.

Where cover is provided under this Policy as continuous and uninterrupted membership of a Health Insurance Plan provided and underwritten by an Irish licensed insurer and the waiting period for Pre-Existing Medical Conditions has been served, this Policy will exclude any medical expenses incurred on an In-Patient basis within the first 4 months of the Inception Date for any Medical Condition which existed prior to the Inception Date for which an admission to hospital was either known about or planned.

#### **Policy Alterations**

We may change the premium rates, terms, conditions and benefits of Your Policy from time to time but any such changes will not apply until the next Renewal Date first following introduction of such changes.

No alteration or waiver of the premium levels, terms, conditions and benefits of this Policy shall be accepted unless it is in writing by one of Our authorised company officials.

#### **Changing your Plan Type**

- a) You may apply to change Your Plan Type at any time during the Period of Insurance. In the case of a change to a Plan Type which provides a wider scope of cover and higher levels of benefit then payment in respect of any Claim during the following 2 years arising directly or indirectly from a Medical Condition present prior to the date of the change in Plan Type shall be made according to the benefits, terms and conditions of the previous Plan Type.
- b) In the case of a change in Plan Type from 'Level 1' to one which includes provision for 'Maternity Grant-in-Aid', this benefit will be subject to an exclusion of costs incurred during the first 10 months period from the date the change in Plan Type came into effect.

#### Cover while travelling outside Your Geographical Area

If You are travelling outside any of the countries of the Geographical Area shown on the Policy Details, We will pay for Emergency Medical Treatment only. This will only operate when You do not travel for more than 60 days in total in any one Period of Insurance.

There is no cover for non-emergency Medical Treatment outside the Geographical Area shown on the Policy Details or where the total number of days travelling in any one Period of Insurance exceeds 60 days.

#### Temporary return to Your Home Country or the country nominated by You and agreed by Us

Cover will continue for temporary returns and visits to Your Home Country or country nominated by You and agreed by Us for a maximum period of 60 days per Return Visit.

#### **Cancelling the Policy**

a) If the entire Policy is to be cancelled the Policyholder must make this request in writing one month prior to the date cancellation is required (unless returning to Your Home Country – see Termination clause e).

Providing no Claim is known about, has been paid, submitted or pre-authorisation of expenses given by any of the Insured Persons whether current or cancelled during the Period of Insurance in which cancellation is required and all terms and conditions of this Policy have been met. We will provide a pro-rata refund of the unexpired portion of any premium paid.

No refund of premium will be allowed for any optional add-on sections of this Policy (such as Travel or Dental Treatment Benefits) if they are removed at any point during the Period of Insurance.

- b) Cancellation can only be made from the 7th month of the Period of Insurance of Your Policy. If cancellation is required within the first 6 months of the Period of Insurance then a minimum of 6 months premium will remain payable.
- c) If this Policy has been effected by an employer on behalf of its employees, in the case where an employee leaves employment then all cover under this Policy in respect of that employee and his/her dependants will cease on the date that employment is terminated.

#### Termination

This Policy will automatically end and Our liability shall cease in any of the following situations:

- a) Failure to pay the premium on the date due. At Our absolute discretion, We may reinstate the cover if the outstanding premiums are paid to Us in full although We reserve the right to make any variation in the cover provided.
- b) Where You have misled us by mis-statement or concealment or failed to answer any question about this Policy honestly and fully. No refund of any premium paid will be made in this case irrespective of when Our liability to the member ceased.
- c) Where You have failed to observe or breached the terms and conditions of this Policy. No refund of any premium paid will be made in this case irrespective of when our liability to the member ceased.
- d) Where You have acted in a fraudulent manner or deliberately claimed benefit either directly or indirectly to obtain unreasonable pecuniary advantage which is to Our detriment. No refund of any premium paid will be made in this case irrespective of when our liability to the member ceased.
- e) On the date you return to Your Home Country or country nominated by You and agreed by Us, either on a permanent basis or for a stay of longer than 60 days. No refund shall be payable to You for the unexpired portion of the premium from the date of return to Your Home Country or country nominated by You and agreed by Us unless You have informed Us of Your return in writing within 14 days of Your return date.
- f) Where You have submitted a Claim under the Repatriation Benefit of Section 5 of this Policy, cover will cease from the date and time of the completion of the Repatriation.

On termination of this Policy for whatever reason, Our liability will immediately cease. If termination occurs prior to the end of 6 months from the

Date of Entry of Your Policy a minimum of 6 months premium will be payable.

#### Death of the Policyholder

Should You die, Your spouse where already insured under this Policy will automatically become the Policyholder for the remainder of the Period of Insurance.

#### Other insurance

- a) If there is any other insurance covering any of the benefits that are provided under this Policy for which a Claim is made, then You must disclose this to Us at the time of submitting the Claim. In these circumstances, We will not be liable to pay or contribute more than Our proper rateable proportion.
- b) If it transpires that You have been paid for all or some of the Claim costs by another source or insurance We have the right to a refund from You. We reserve the right to deduct such refund from You from any impending or future Claim settlements or to cancel Your Policy from the Inception Date without a refund of premium.

#### Subrogation

We reserve the right to retain all rights of subrogation. You are not authorised to admit liability for any eventuality or give a promise of undertaking to anyone which binds You or Us.

#### Arbitration

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the Parties within one calendar month after having been required in writing to do so by either of the parties or in the case of disagreement between the Arbitrators, to the decision of an Umpire appointed in writing by the Arbitrators before entering on the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an award shall be a condition precedent to any right of action against Us. If We shall disclaim liability for any Claim and such Claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained, then the Claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### **Help and Intervention**

Our help and intervention depends upon and is subject to local availability and has to remain within the scope of national and international law and regulations. Our intervention depends upon Us obtaining the necessary authorisations issued by the various competent authorities concerned.

#### Compliance

- a) Your full compliance with the terms and conditions of this Policy is necessary before a Claim will be paid.
- b) You must take all reasonable steps to avoid or minimise any Claim.
- c) You must reimburse Us within one month of Our request to do so in respect of any costs or expenses We have paid out on any Insured Person's behalf which are not covered under this Policy.
- d) You are responsible for ensuring that you hold a valid passport and the appropriate visa(s) for the country or countries to which you are visiting and that the product is acceptable and meets the minimum local requirements of the local governing bodies of those countries.

#### **Governing Law**

This contract of insurance shall be governed and construed in accordance with the Laws of the Republic of Ireland.

#### **Data Protection Notice**

We collect and maintain personal information in order to underwrite and administer the policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this Policy.

Under the terms of the Data Protection Acts, 1988 - 2003, You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form.

For medical treatment (emergency and non-emergency), please call this pre-authorisation number:

24 Hour Customer Service Line:
For members in the USA call Toll Free:
Fax:
Email:

+353 46 9077377 1 800 852 7747 +44 1 444 412723 vhi.international@aria-assistance.com

#### For claims queries please contact the claims department at:

Customer Service Line: For members in the USA call Toll Free: Fax: Email:

+353 46 9077377 1 800 852 7747 +44 1 444 412723 vhi.international@aria-assistance.com

Address:

Vhi International Health Insurance Claims Department, Aria Insurance Services Limited, IDA Business Park, Athlumney, Navan, Co. Meath, Ireland.

The claims department can be contacted 7 days a week from 8am to 8pm GMT



# For queries on the administration/changes to your policy please contact our administration department at:

Telephone: Email: Address: +353 56 7753200 internationaladmin@vhi.ie Vhi Healthcare, IDA Business Park, Purcellsinch, Dublin Road, Kilkenny, Ireland.

Our administration department can be contacted Monday to Friday 8am to 6pm GMT and Saturday 9am to 3pm GMT.



