

JustCover Ltd

Backpackers & Long Stay

Travel Insurance

IMPORTANT NOTICE

Your attention is drawn to important features of **your** travel insurance policy including:

- **INSURANCE POLICY:** You must read the insurance policy carefully. It contains full details of the cover provided plus the conditions and exclusions which apply to it. Please take reasonable care to respond to the statements honestly and to the best of **your** knowledge. If **you** don't, **your** policy may be cancelled, or treated as if it never existed, or **your** claim rejected or not fully paid.
- **CONDITIONS AND EXCLUSIONS:** There are conditions and exclusions which apply to individual sections and general conditions and exclusions which apply to the whole policy.
- **FRAUDULENT CLAIMS:** The making of a fraudulent claim is a criminal offence.
- **PROPERTY CLAIMS:** These are settled on an indemnity basis –not on a “new for old” or replacement cost basis, unless otherwise stated in the policy.
- **POLICY LIMITS:** Most sections of the policy have limits on the amount the insurer will pay under that section. Some sections also include inner limits eg: for one item, or for **valuables** in total.
- **POLICY EXCESSES:** Claims under most sections of the policy will be subject to an excess. Where there is an excess, **you** will be responsible for paying the first part of a claim.
- **REASONABLE CARE:** **You** are required to take all reasonable care to protect yourself and **your** property and to act as though **you** are not insured.
- **COMPLAINTS:** The insurance policy includes a Complaints Procedure which tells **you** what steps **you** can take if **you** wish to make a complaint. Please refer to page 19.
- **“COOLING OFF” PERIOD:** This policy contains a “cooling off” period which allows **you** to return the policy and obtain a full refund (less any credit/debit card charges) if **you** have a reason to be dissatisfied with the cover provided. Please refer to page 5.
- **SPORTS AND ACTIVITIES:** The policy will not cover **you** when **you** take part in certain sports and activities. (Please contact **us** if **you** are in doubt with full details of the activity for our consideration.) Please refer to pages 7 to 10 and 17 to 19.
- **DATE CHANGE EXCLUSION:** Changes in dates could see widespread failures of computer and other systems containing computer chips, which depend on date related information in order to work properly. Certain sections of **your** policy (refer to General Exclusions item 19) excludes anything directly or indirectly caused by failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. Please refer to page 18.
- **GOVERNING LAW:** **Your** policy is governed by Irish law.

**PLEASE ENSURE THAT YOU READ YOUR
INSURANCE POLICY CAREFULLY**

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SUMMARY OF COVER
(per person)

Section of Cover	Cover	Excess
1 Cancellation	Up to €1,500	€70
2 Curtailment	Up to €1,500	€70
3 Personal Accident	Up to €5,000	Nil
4 Medical Emergency Expenses	Up to €3,000,000	€70 for out patient treatment or non Private Health policy holders €55,000 or the amount covered by your Private Health Insurer (whichever is greater)
5 Medical Inconvenience Benefit	Up to €725	Nil
6 Personal Property Single Article Limit Valuables Limit Items with no receipt in all Item no receipt per item limit Delayed baggage Personal Money	Up to €1,500 €150 €150 €360 €70 Up to €150 Up to €360 (Cash limited to €150)	€70 Nil €70
7 Loss of Passport	Up to €300	€70
8 Personal Liability	Up to €3,000,000	€150
9 Mugging Benefit	€70 per 24 hours up to a maximum of €1,500	Nil
10 Legal Costs and Expenses	€25,000 €50,000 in all	Nil

24 HOUR MEDICAL EMERGENCY SERVICE INCLUDED

24 HOUR MEDICAL EMERGENCY SERVICE - INTANA

If **you** require hospital out-patient treatment, or **you** do not have Private Health Insurance please contact the **Medical Emergency Service** who will provide immediate help in the event of an Insured Person's illness or injury arising outside Ireland – they provide a 24 hour multi-lingual emergency service 365 days a year and can be contacted by telephone or fax.

Emergency telephone number: **UK +44 208 865 3100**

IMPORTANT – please quote Reference JustCover Ltd.

REMEMBER – If **you** have Private Health Cover, **your** Private Health Insurer covers **you** for the first €55,000 or the amount covered by **your** Private Health Plan (whichever is the greater) where **you** have received hospital in-patient treatment. Therefore if **you** require hospital in-patient treatment, please contact **your** Private Health Insurer for assistance.

When an Insured Person calls upon the services of the **Medical Emergency Service** it is a condition of service that the **Medical Emergency Service** shall solely be responsible for all decisions on the most suitable and reasonable solution to any medical problem. The service includes, where necessary:

1. Multi-lingual assistance with hospitals and doctors.
2. Repatriation arrangements by escort by a medical attendant.
3. Travel arrangements for other members of **your** party or **immediate relative**.
4. On arrival in Ireland, an ambulance service to hospital or **home**.

NOTE: FAILURE TO CONTACT THE ASSISTANCE COMPANY MAY RESULT IN A CLAIM BEING INVALID.

OUT-PATIENT TREATMENT

If **you** are in SPAIN, GREECE, CYPRUS, PORTUGAL or TURKEY and need out-patient medical treatment please provide a copy of **your** Validation Certificate to the doctor and **your** treatment will be paid by ChargeCare International in line with the policy. **You** will be asked to fill in a simple form to confirm the treatment. The doctor will send the form to ChargeCare International together with the balance of the medical bill after deduction of the policy excess **you** may have paid to the doctor.

Email: admin@chargecare.net



HOW TO MAKE A CLAIM

- 1) If **you** need to make a claim please obtain a claim form by telephoning or writing to the claims service below within 28 days of **your** return, quoting JustCover Ltd Travel Insurance and which section of the policy **you** are claiming under.

**JustCover.ie Travel Claims Department,
Intana, IDA Business Park,
Athlumney, Navan, Co. Meath.
Telephone: 046 90 77367**

- 2) Then return **your** completed claim form to the claims service together with **your** original policy and validation certificate, confirmation of booking, all original receipts and police reports (following loss, burglary or theft of **money**, **valuables** or any items of **personal baggage** these must be reported within 48 hours of discovery and a written police report obtained) and any other evidence requested on the claim form.

INTRODUCTION

Purpose of this insurance – to provide financial protection and emergency assistance for **your** trip(s).

This policy documentation, including any endorsement issued by **us**, forms a contract of insurance between the underwriters, Alpha Underwriting Limited as Underwriting Agents for Astrenska Insurance Limited, and those people specified on **your** insurance schedule. This contract is only valid when **you** have a valid insurance schedule and have paid the appropriate premium. **You** should read **your** policy documentation in full to understand what is and is not covered. Astrenska Insurance Limited is authorised by the Prudential Regulation Authority in the **United Kingdom** and is regulated by the Central Bank of Ireland for conduct of business rules. Astrenska Insurance Limited; Registered in England & Wales; Registered Number 01708613; Registered Office: Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. FCA registration number 202846. Alpha Underwriting Limited is authorised and regulated by the Financial Conduct Authority; Registered in England; Registered Number 6904209; Registered Office: East Wing Goffs Oak House, Goffs Lane, Goffs Oak, Herts, EN7 5BW. FCA registration number 504604.

The Financial Conduct Authority website which includes a financial services register of all regulated companies, can be visited at www.fca.org.uk or the Financial Conduct Authority can be contacted on Tel: 0800 111 6768 or 0300 123 9123.

Governing Law: **Your** policy is governed by Irish Law.

PERIOD OF INSURANCE

Cancellation cover applies as soon as the premium has been paid and the policy wording is issued. The remaining covers apply for the duration of the booked trip (or earlier return to Ireland). It also includes the period of travel from **home** directly to the departure point and back **home** directly afterwards not exceeding 24 hours in each case. If the return is unavoidably delayed for an insured reason, cover will be extended free of charge for the period of that delay.

“COOLING OFF PERIOD”

If, having examined **your** policy wording, **you** decide the insurance does not meet **your** needs, **you** can cancel the insurance within 14 calendar days from the date **you** receive the policy wording, and **we** will refund the premium (less any Credit/Debit Card expenses incurred by **us**) provided **you** have not taken a trip to which the insurance applies, and **you** have not made a claim.

MEDICAL HEALTH REQUIREMENTS

You are not covered if, when you took out this insurance or when you booked your trip, you or any person to be insured under this policy:

- 1) **has been put on a waiting list for which they are still awaiting in-patient treatment or investigation by a hospital department; or**
- 2) **has received treatment as a hospital in-patient or out-patient, or been under the care of a specialist consultant within the past 12 months; or**
- 3) **has been diagnosed with a terminal illness or treated for a malignant condition or any type of cancer; or**
- 4) **has been treated for any breathing problem that has required steroid or nebulized drugs in the past two years; or**
- 5) **has ever been treated for a heart related problem (including angina but with the exception of high blood pressure or high cholesterol in isolation) which has involved surgery or regular treatment with any kind of medication; or**
- 6) **has suffered a stroke or required treatment for a circulatory condition which has involved surgery treatment with any kind of medication; or**
- 7) **has previously been diagnosed as suffering from any psychological or psychiatric disorder, including but not limited to anxiety, stress or depression; or**
- 8) **has ever received any organ transplant, or are currently on renal dialysis.**

ANYONE UPON WHOM THE TRIP MAY DEPEND

An **immediate relative** who is not travelling with **you**, a travelling companion not insured by this policy, or the person **you** are intending to stay with, may have a pre-existing medical condition. In some cases, if their state of health deteriorates greatly, **you** may want to cancel or **curtail your** trip.

Subject to all the other terms and conditions, such claims are covered if the person's **Medical Practitioner** can confirm in writing that at the time **you** bought this policy, he/she would have seen no substantial likelihood of his/her patient's condition deteriorating to such a degree that this would become necessary. If the **Medical Practitioner** will not confirm this, **your** claim is not covered.

TRAVELLING WHEN PREGNANT

Pregnancy is not a medical condition, so **you** are able to travel until **you** are quite late into **your** pregnancy. Airlines and ferry/shipping companies including cruise liners have their own restrictions due to health and safety requirements. **You** should check with them or any other mode of transport **you** propose to take before **you** book. Please make sure that **your** Doctor and Midwife are aware of **your** travel plans, that there are no known complications and that **you** are not travelling against any medical advice.

We have the right to request a Medical Certificate to confirm this.

By Air

After 28 weeks most airlines will require a letter from **your** Doctor or Midwife confirming **your** Estimated Date of Delivery and stating that there are no complications. **You** may travel, but **your** travel must be completed by 36 weeks and 6 days for single uncomplicated pregnancies and 32 weeks and 6 days for multiple uncomplicated pregnancies.

By Sea

Ferry companies and cruise liners have their own restrictions and may refuse heavily pregnant women beyond 32 weeks.

By Car, Coach and Train

There are no known restrictions. Please make sure **your** Doctor or Midwife are aware of **your** travel plans and that there are no known complications.

You are not covered under this policy for undertaking a trip if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy.

GEOGRAPHICAL LIMITS

EUROPE includes United Kingdom and Countries bordering the Mediterranean, Madeira, Commonwealth of Independent States (west of the Ural Mountains) and the Canary Islands.

AUSTRALIA & NEW ZEALAND

WORLDWIDE means all countries.

IMPORTANT NOTES

- 1) This policy is only available to persons resident in Ireland.
- 2) This policy is only valid for trips commencing in and returning to Ireland.
- 3) The cover under Section 1 – Cancellation – commences as soon as the trip booking is made and the premium has been paid. **We** cannot, therefore, refund **your** premium after this date, except within the first 14 days of the policy being received, or before **you** travel (whichever is sooner), if it does not meet **your** requirements - see "Cooling off" period on page 5.
- 4) Cover is only available for the whole duration of the booked trip. Cover cannot be effected once a journey has commenced.
- 5) Under some sections there is an amount deducted (an excess) per incident, which applies to each insured person involved in an incident, as do the sums insured under each section.
- 6) If **your money, valuables** or any items of **personal baggage**, are lost or stolen, **you** must notify the local police within 48 hours of discovery. Please make sure **you** get a copy of the police report. Failure to comply will result in **your** claim being turned down.
- 7) This policy is not valid for trips exceeding 12 months.
- 8) Winter sports trips are not covered.
- 9) This policy is available to persons aged 17-40 years only.

DEFINITIONS

Wherever the following words and phrases appear in this policy they will always have these meanings:

Close Business Associate – Any person whose absence from business for one or more complete days at the same time as **your** absence prevents the effective continuation of that business.

Common Law Partner/Civil Partner – the person living with the insured person as a husband or wife, including same sex partner, for at least six consecutive months prior to the date of application and living at the same address.

Curtail/Curtailment – Return early to **home** in Ireland, or the period **you** are hospitalised as an in-patient abroad.

Home – **Your** residential address in Ireland.

Immediate Relative – Mother, father, sister, brother, wife, **common law partner/civil partner** husband, common-law partner (same or different sex), son, daughter (including fostered/adopted son or daughter), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, 1st cousin, nephew, niece, step-parent, step-child, step-brother or step-sister, or legal guardian.

Loss of Limb – Physical, permanent and total loss of use at or above the wrist or ankle.

Loss of Sight – The complete and permanent **loss of sight** in at least one eye.

Medical Emergency Service -Intana

Medical Practitioner – A registered practising member of the medical profession who is not related to **you** or to any person **you** are travelling with, or intending to stay with.

Money – Cash, postal and **money** orders, travel tickets, passports, petrol coupons and green cards held by **you** for social, domestic and pleasure purposes.

Mugging – A violent attack on **you** with a view to theft by person(s) not previously known to **you**.

Permanent Total Disablement – Disablement as a result of which **you** are unable to carry on or perform any business or occupation, and which having lasted for a period of 12 months is, at the end of that period beyond hope of improvement.

Personal Accident – Accidental bodily injury caused solely and directly by outward violent and visible means.

Personal Baggage – **Your** suitcases (or similar luggage carriers) and their contents usually taken on a trip, together with articles worn or carried by **you** for **your** individual use during **your** trip.

Public Transport – Any fare paying passenger on the following regular scheduled forms of transport: Train, Coach, Taxi, Bus, Aircraft and Sea Vessel.

Redundancy – Any person declared redundant, who is under the normal retiring age for someone holding that person's position, and who has been employed for two continuous years with the same employer at the time of being made redundant.

Unattended – where **you** are not in full view of or in a position to prevent unauthorised taking of **your** property unless it is in a locked room, safe, in a locked boot of a locked vehicle or in the luggage space at the back of a locked estate car or locked hatchback under a top cover out of view.

United Kingdom – England, Scotland, Wales, the Scilly Isles, the Isle of Man and Channel Islands.

Valuables – Watches, furs, leather goods, animal skins, silks, jewellery, items made of or containing precious stones, semi precious stones, gold, silver or platinum, photographic, audio, video and electrical equipment of any kind, camcorders and accessories, satellite navigation systems (GPS) and/or accessories, Personal Digital Assistants (PDA's) and/or accessories, all photographic/digital/optical/audio and video media, telescopes, iPods, iPod touch and MP3/4 players or similar and/or accessories, ebook readers and binoculars.

We/Us/Our – Alpha Underwriting Limited as Underwriting Agents for Astrenska Insurance Limited.

You/Your – Each Insured Person.

AMATEUR SPORTS AND ACTIVITIES

We will not pay any claim directly or indirectly resulting from participation in certain activities, professional or organised sports, racing, speed or endurance tests.

Where cover for sports and activities is provided, it is on the basis that **you** are participating on a recreational and non-professional basis

Any participation in sports or activities is subject to **your** compliance with local laws and regulations and the use of recommended safety equipment (such as helmet, harness, knee and/or elbow pads).

Sports and Activities marked as follows have additional restrictions:

Basic Conditions

‡ No cover under section 5 - Personal Accident - whilst participating in this activity

* No cover under section 10 - Personal Liability - whilst participating in this activity

Sports and Activities covered – Category A

Participation in the following activities is covered at no additional premium and without the need for prior declaration.

Cover is provided whilst participating in these sports and activities under all sections of the policy except the Personal Property section (unless otherwise agreed).

Abseiling ‡	Racketball
Angling - Freshwater	Rambling up to 4,000 metres
Archery *	Rifle Range shooting (Must be properly organised) ‡*

Badminton	Ringos
Ballooning – hot air- must an organised tour	River bugging – grade 1 to 3 *
Banana boating	Roller skating/ blading/ in-line skating (no stunts)
Baseball *	Rounders
Basketball *	Rowing (not racing) *
Blade skating (no stunts)	Running
Body boarding/ boogie boarding (inland and coastal waters only)	Safari/Gorilla Trekking in a vehicle (not involving use of firearms) must be an organised tour
Bowling/Bowls	Safari trekking on foot (must be an organised tour)
Camel/ elephant riding *	Sailboarding *
Canoeing –grade 1 to 3 *	Sailing – not crewing - no racing/competitions *
Cricket *	Sailing – crewing - (including Flotilla, yachting and catamaran) inside European waters only and no racing/competitions *
Curling	Scuba diving down to 30 metres (provided diving with a registered instructor)
Cycling – not BMX, mountain biking or touring *	Skateboarding (no stunts)
Deep sea fishing (Provided with professional fisherman)	Sledging pulled by horse, reindeer or dog - as a passenger only
Fell Walking up to 4,000 metres	Small bore target shooting † *
Fell Running up to 4,000 metres	Snorkelling to a maximum depth of 10 metres
Fencing †*	Softball
Fishing – bank/river	Squash
Flying (as a fare paying passenger on a regular scheduled airline or licenced charter aircraft)	Surfing *
Go-karting up to 120cc *	Table Tennis
Go Karting over 120cc (Maximum 250cc) †*	Ten pin bowling

Golf	Tennis
Horse riding *	Trekking/ hiking/ walking (up to 4,000 metres)
Ice-skating (rink only)	Tug of War
Indoor climbing (on climbing wall)	Volley Ball
Inner tubing – on water only	Wake-boarding *
Kayaking – up to grade 3 rivers only ‡*	War games‡*
Motor cycling (maximum 125cc) *	Water Polo
Netball	Water skiing (only on inland waters or inland coastal waters and no jumping/ stunts)
Orienteering	White water rafting (Grade 1,2 and 3) ‡*
Paint balling ‡*	Windsurfing/ board sailing (only on inland waters or coastal waters within 12 miles from land) *
Parascending/ parasailing (over water) *	Yachting - not crewing *
Pony trekking *	Yachting - crewing (European waters only) *
	Zorbing – must be properly organised

Sports and activities covered – Category B - €300 Policy Excess Applicable

Participation in the following activities is covered at no additional premium and without the need for prior declaration.

Cover is provided whilst participating in these sports and activities under all sections of the policy except the Personal Property section (unless otherwise agreed).

Angling – Rock /Surf *	Gymnastics ‡*
Athletics – field events ‡*	Heptathlon – training only ‡*
Football English ‡*	Hockey ‡*
Football Gaelic ‡*	Mountain Biking - not downhill / off road ‡*
Gaelic Hurling ‡*	Roller Hockey ‡*

Winter sports

Where the appropriate additional premium has been paid for **winter sports** cover **you** will be covered for skiing and snowboarding as well as the following **winter sports**:

Big foot skiing	Off-piste skiing (with a professional guide on designated pistes within the resort)
Cross country skiing (recognised paths only)	Ski touring
Dry slope skiing/snowboarding	Ski Sledging
Langlauf	Ski Touring
Mono-skiing	Snow Tubing (on designed courses / parks, organised event)
	Snow shoeing

Sports and activities not covered

We may be able to offer cover for other sports and activities which are not listed. If **you** plan to participate in a sport or activity that does not appear in the lists above, **you** should contact **Just Cover 01 440 4367** or e-mail **info@justcover.ie** for advice.

If **you** do not tell **us** about **your** planned sport or activity **we** may not pay any claims arising from **your** participation.

RECIPROCAL HEALTH AGREEMENTS

Whenever possible **you** must use medical facilities which entitle **you** to the benefits of any reciprocal health agreements, such as Medicare in Australia, and the National Health Service in the **United Kingdom**.

In-patient and out-patient public hospital treatment may be given free of charge or at a minimal cost.

SECTION 1 – CANCELLATION

YOU ARE COVERED

Up to €1,500 if **your** travel and accommodation arrangements are cancelled before **your** departure from Ireland, which have not been used and which **you** have paid for or contracted to pay for, providing the cancellation is necessary and unavoidable (and is not a result of mere disinclination to commence **your** trip as arranged) due to:

- 1) the death or disablement by bodily injury, illness, pregnancy or being subject to quarantine of (a) **you**, (b) any person **you** are intending to travel or stay with, (c) an **immediate relative** of **yours** or of any person **you** are intending to travel with or (d) a **close business associate** of **yours**;
- 2) **you** being called for jury service or as a witness (but not as an expert witness or where **your** employment would normally require **you** to attend court) in a Court of Law;
- 3) **your redundancy** or the **redundancy** of any person **you** are intending to travel with, provided that **we** are informed in writing immediately notification of **redundancy** is received and that **you** were not aware of any impending **redundancy** at the time this policy was issued;
- 4) **your home** being made uninhabitable or place of business being made unusable, up to 14 days before the commencement of **your** trip, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business.
- 5) **your** passport, or the passport of any person **you** are intending to travel with being stolen during the seven days before **your** scheduled departure date.

YOU ARE NOT COVERED FOR

- 1) the first €70 of each and every incident per each insured person involved in the incident;
- 2) claims where a medical certificate has not been obtained from a **medical**

practitioner, confirming that cancellation of the trip is medically necessary;

- 3) anything caused directly or indirectly by:
 - a) any increased charges which may arise due to failure to notify **your** travel agent or tour operator immediately it is found necessary to cancel;
 - b) prohibitive regulations by the Government of any country;
- 4) any claim arising from pregnancy, where, at the point of checking in for or boarding **your** flight **you** fail to comply with the airline's policy for conveyance of pregnant women;
- 5) claims where a theft of passport has not been reported to the necessary authorities, including but not limited to, the Police and Passport Service;
- 6) the cost of any visa required in connection with **your** trip;
- 7) undertaking a trip if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 8) Avios points, loyalty card vouchers or points or unused Timeshare points;
- 9) anything mentioned in the General Exclusions.

SECTION 2 – CURTAILMENT

Curtailment is only applicable if **you** return to Ireland earlier than planned.

This section includes the services of the **Medical Emergency Service** (details shown on page 4) who must be contacted immediately in the event of a serious injury, illness or hospitalisation, where repatriation has to be considered.

YOU ARE COVERED

Up to €1,500 for:

- 1) The value of the portion of **your** travel and/or accommodation arrangements which have not been used and which were paid for before **your** departure from Ireland, if **you**, and where appropriate a companion covered by this policy, have to **curtail your** trip and return to **your home** earlier than planned due to:
 - a) the death, severe injury or serious illness of:
 - i) **you** or any person **you** are travelling with;
 - ii) an **immediate relative** of **yours** resident in Ireland;
 - iii) a **close business associate** of **yours** resident in Ireland.
 - b) **your home** being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business.
 - c) **you** being unable to continue **your** trip, as detailed in **your** travel itinerary, due to loss or theft of **your** passport, or that of any person **you** are travelling with.

These proportionate value of costs will be calculated from the date of return to Ireland.

- 2) Reasonable additional travelling expenses incurred by **you** for returning to Ireland (Economy Class) earlier than planned for a reason stated in benefit 1 of this section.

YOU ARE NOT COVERED FOR

- 1) the first €70 of each and every incident per each insured person involved in the incident;
- 2) claims that are not confirmed as medically necessary by the **Medical Emergency Service** and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming it necessary to **curtail** the trip;
- 3) additional travelling expenses incurred which are not authorised either by **us** or the **Medical Emergency Service**, as detailed on page 4;
- 4) claims where a theft of passport has not been reported to the necessary authorities and a written report obtained;
- 5) **you** undertaking a trip, if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 6) the cost of any visa required in connection with **your** trip;
- 7) Avios points, loyalty card vouchers or points or unused Timeshare points;
- 8) anything mentioned in the General Exclusions.

NOTE – The **Medical Emergency Service** only assists early return **home** for medical reasons, not for the other reasons listed under this section of the policy.

SECTION 3 – PERSONAL ACCIDENT

YOU ARE COVERED FOR

The following benefits, which will be paid to **you** or **your** legal personal representative, if **you** have a **personal accident** during **your** trip which, at the end of 12 months after the date of that accident, is the sole cause of **your** consequent death or disability:

- 1) Death – €5,000.
- 2) **Loss of limb**, total and permanent **loss of sight** in one or both eyes or **permanent total disablement** – €5,000.

YOU ARE NOT COVERED FOR

Any claims for death, loss or disablement caused directly or indirectly by:

- 1) a disease or any physical defect or illness;
- 2) an injury which existed prior to the commencement of the trip;
- 3) pregnancy;
- 4) any claims under this section not notified to **us** within 12 months of the accident;
- 5) anything mentioned in the General Exclusions.

SECTION 4 – MEDICAL EMERGENCY EXPENSES (not Private Health insurance)

This section does not apply to trips within Ireland or the **United Kingdom**(except for trips within the Channel Islands, where NHS treatment is not available).

Before a claim for emergency expenses can be submitted under this section, **you** must contact the **Medical Emergency Service**. Please refer to page 4.

If during **your** trip **you** become ill or are injured

YOU ARE COVERED

Up to €3,000,000 for costs incurred outside Ireland:

- 1) for emergency medical and surgical treatment. Claims for emergency dental treatment (for the relief of pain only) shall be limited to €500;
- 2) for reasonable and necessary additional accommodation (room only) and travelling expenses (economy class), including those of one relative or friend if **you** have to be accompanied **home** on medical advice;
- 3) in the event of death:
 - a) for conveyance of the body or ashes to Ireland (the cost of burial or cremation is not included); or,
 - b) local funeral expenses abroad limited to €2,175;

NOTE – All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.

If **you** become ill or are injured **we** have the right to bring **you** back **home**, if the **Medical Emergency Service** doctor and the treating **Medical Practitioner** agree that **you** can safely travel **home**. If the treating **Medical Practitioner** does not agree **you** can safely travel **home** he/she must produce medical evidence. If **you** refuse to return **home**, **we** have the right to stop cover.

YOU ARE NOT COVERED

- 1) for the first
 - a) €70 of any costs incurred as a result of inpatient treatment (including repatriation) if **you** do not have Private Health Insurance and have not obtained a premium discount,
 - b) €55,000 or the amount covered by **your** Private Health Insurer (whichever is the greater) of any costs incurred as a result of in-patient treatment (including repatriation) if **you** have obtained a premium discount, and where **your** trip is for a period of 180 days or less,
 - c) €70 for out-patient treatment,

of each and every incident per each insured person involved in the incident;

- 2) for any sums which can be recovered by **you** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement;
- 3) for any expense incurred for illness, injury or treatment as a result of:
 - a) surgery or medical treatment which in the opinion of the attending doctor and the **Medical Emergency Service** doctor can be reasonably delayed until **your** return to Ireland;
 - b) medication and/or treatment which at the time of departure is known to be required or to be continued outside Ireland;
- 4) for preventative treatment which can be delayed until your return to

Ireland;

- 5) if **you** have not obtained a written certificate of fitness and ability to travel and endure the trip where **you** are undergoing medical treatment as a hospital out-patient at the time of paying the final balance of **your** trip;
- 6) for claims that are not confirmed as medically necessary by the attending **Medical Practitioner** or the **Medical Emergency Service**;
- 7) for the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;
- 8) for any additional hospital costs arising from single or private room accommodation unless medically necessary;
- 9) for treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
- 10) for expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;
- 11) for taxi fares not considered medically necessary, and where receipts have not been provided;
- 12) the costs of telephone calls other than the first call to tell **us** about the medical problem;
- 13) for costs that arise over 12 months after a claim was first notified;
- 14) for costs where receipts are not produced;
- 15) if **you** are undertaking a trip if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 16) for any medical test **you** have planned or expect to have;
- 17) for any treatment or medication that **you** receive after **your** return to Ireland;
- 18) for anything mentioned in the General Exclusions.

SECTION 5 – MEDICAL INCONVENIENCE BENEFIT

This section does not apply to trips within Ireland or the **United Kingdom** (except for trips within the Channel Islands, where NHS treatment is not available).

This benefit payment contributes towards miscellaneous expenses incurred whilst **you** are an in-patient (including Taxi fares and telephone calls). It does not provide compensation for loss of holiday enjoyment.

This is in addition to any medical expenses incurred under Section 4 - Medical Emergency Expenses.

YOU ARE COVERED FOR

A benefit of €35 per each complete 24 hours spent as an in-patient if **you** are admitted to a registered hospital abroad up to a maximum of €725, in addition to any medical expenses incurred under Section 4 of this policy.

NOTE – Documentation must be submitted to confirm the date and time of admission and discharge.

YOU ARE NOT COVERED FOR

- 1) **you** undertaking a trip if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 2) anything mentioned in the General Exclusions.

SECTION 6 – PERSONAL PROPERTY

YOU ARE COVERED

1) **PERSONAL BAGGAGE**

Up to €1,500 for the value or repair of any of **your** own **personal baggage** (not hired, loaned or entrusted to **you**), which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation). Limited to €150 for all **valuables** in total, limited to €150 for single and/or a pair or set of articles, limited to €360 for all items with no receipts.

NOTE –In the event of a claim for a pair or set of articles **we** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

2) DELAYED BAGGAGE

Up to €150 towards the cost of buying replacement necessities if **your own personal baggage** is delayed in reaching **you** on **your** outward journey for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc) or tour representative. Receipts will be necessary in the event of a claim.

NOTE – Any amount **we** pay **you** under 2 (Delayed Baggage) will be refunded to **us** if **your personal baggage** proves to be permanently lost.

3) PERSONAL MONEY

Up to €360 (limited to €150 for cash losses) if **your own money** is lost or stolen whilst being carried on **your** person or left in a locked safety deposit box.

YOU ARE NOT COVERED

- 1) for the first €70 of each and every incident per each insured person involved in the incident (not applicable to 2, Delayed Baggage);
- 2) if **you** do not exercise reasonable care for the safety and supervision of **your** property;
- 3) if, in the event of loss, burglary, or theft of **Personal Baggage, Valuables, or Money, you** do not report this to the police within 48 hours, and do not obtain a written police report;
- 4) for loss, destruction, damage or theft of **personal baggage, valuables** or **money** left **unattended** in a public place or a place to which members of the general public have access:
- 5) if **your personal baggage** is lost, damaged or delayed in transit, if **you** do not:
 - a) notify the carrier (i.e. airline, shipping company, etc) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) or,
 - b) follow up in writing within 7 days to obtain a written carriers report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately;
- 6) for loss, destruction, damage or theft:
 - a) from confiscation or detention by customs or other officials or authorities;
 - b) of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, mobile phones/smart phones and or accessories, computers/games consoles (including handheld consoles)laptops/iPads/computer tablets or similar and/or accessories, televisions, sports gear whilst in use, pedal cycles, dinghies, boats and/or ancillary equipment, glass or china, alcohol, cigarettes or any other tobacco products;
 - c) due to wear and tear, denting or scratching, moth or vermin;
 - d) of **valuables** left as checked-in baggage;
- 7) for mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in;
- 8) for **valuables** stolen from an **unattended** vehicle;
- 9) for **personal baggage** stolen from:
 - a) an **unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, and there is evidence of forcible and violent entry or,
 - b) an **unattended** vehicle (other than motorcaravans) left for any period between the hours of 9pm and 9am;
- 10) for any shortages due to error, omission or depreciation in value;
- 11) for any property more specifically insured or recoverable under any other source;
- 12) for anything mentioned in the General Exclusions.

SECTION 7 – LOSS OF PASSPORT EXPENSES

YOU ARE COVERED

Up to €300 for reasonable additional travel or accommodation expenses **you** incur abroad in obtaining a new passport, if **your** passport is lost or stolen.

YOU ARE NOT COVERED

- 1) for the first €70 of each and every incident per each insured person involved in the incident;
- 2) if **you** do not exercise reasonable care for the safety or supervision of **your** passport;
- 3) if, in the event of loss, burglary or theft of **your** passport, **you** do not report this to the police within 48 hours, and do not obtain a written police report;
- 4) for loss, destruction or damage arising from confiscation or detention by customs or other officials or authorities;
- 5) for anything mentioned in the General Exclusions.

SECTION 8 – PERSONAL LIABILITY

YOU ARE COVERED

Up to a maximum of €3,000,000 for **your** legal expenses and legal liability for damages which caused by an accident that happened during the trip, leads to a claim made against **you** for:

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

YOU ARE NOT COVERED FOR

- 1) the first €150 of each and every incident per each insured person involved in the incident;
- 2) fines imposed by a Court of Law or other relevant bodies;
- 3) anything caused directly or indirectly by:
 - a) liability which **you** are responsible for, because of an agreement that was made;
 - b) injury, loss or damage arising from:
 - i) ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles (except wheelchairs, electric wheelchairs or mobility scooters), bicycles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport);
 - ii) the occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings;
 - iii) the carrying out of any trade or profession;
 - iv) racing of any kind;
 - v) any deliberate act;
 - c) liability covered under any other insurance policy;
- 4) anything mentioned in the General Exclusions.

NOTE – If you are using a mechanical/ motorised vehicle (other than wheelchairs, electric wheelchairs or mobility scooters), make sure that you are adequately insured for third party cover, as you are not covered under this insurance.

SECTION 9 – MUGGING BENEFIT

YOU ARE COVERED FOR

A benefit of €70 per 24 hours up to a maximum of €1,500, in addition to any medical expenses incurred under Section 4 of this policy if **you** are mugged and, as a result of **your** injuries received from the **mugging**, are admitted as an in-patient to a registered hospital abroad.

YOU ARE NOT COVERED

- 1) if **you** do not obtain a police report of the **mugging** and confirmation of **your** injuries and period of in-patient treatment from the hospital;

2) for anything mentioned in the General Exclusions.

SECTION 10 – LEGAL COSTS AND EXPENSES

YOU ARE COVERED

If **you** die or **you** suffer physical bodily injury as a result of an accident which occurs during **your** trip during the period of insurance and the claim has, in the opinion of the legal representative, reasonable prospects of success, **we** will take legal action in an attempt to get compensation for the death or injury by arranging the following:

- 1) **We** will appoint a legal representative, being a lawyer or other suitably qualified person, on **your** behalf with the expertise necessary to pursue **your** claim and to represent **you** in the legal proceedings; and
- 2) **We** will provide up to €35,000 for each **insured person** (but not more than €70,000 in total for all **insured persons**) for any fees and other disbursements reasonably incurred by the legal representatives in connection with any claim or legal proceedings, including costs and expenses of expert witnesses and costs incurred by **us**; and
- 3) **We** will make payment of any costs, payable by **you**, following an award of costs by any court or tribunal and any costs payable following an out of court settlement, made in connection with any claim or legal proceedings; and
- 4) **We** will provide up to €1,000 for each **insured person**, for travel costs that have to be paid to go to a foreign court in connection with any legal action under 2) above.
- 5) If an award of compensation is made and payment is received by **you**, or by a representative instructed on **your** behalf, then all sums advanced or paid by **us** shall be repaid out of the compensation received.

YOU ARE NOT COVERED FOR

- 1) legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, carrier, **us** or **our** agents or someone **you** were travelling with.
- 2) legal costs and expenses incurred prior to **our** written acceptance of the case.
- 3) any claims notified to us more than 30 days after the date of the incident giving rise to such claim.
- 4) any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation;
- 5) any claim where **you** are insured for legal costs and expenses under any other insurance policy.
- 6) any claim where legal costs and expenses are based directly or indirectly on the amount of compensation awarded (for example a Contingency Fee Agreement or Damages Based Agreement).
- 7) legal costs and expenses incurred in any claim which is capable of being pursued under a Conditional Fee Agreement or a Damages Based Agreement.
- 8) any appeal costs.
- 9) legal costs and expenses incurred if an action is brought in more than one country.
- 9) legal costs and expenses incurred if an action is brought in more than one country.
- 10) any claim where in **our** opinion there is insufficient prospect of success in obtaining a reasonable benefit; outcome.
- 11) any increased costs, court fines and penalties arising from any delay or default by **you** which, in **our** view, affect the conduct of **your** claim or hinder **us**.
- 12) any legal costs resulting from criminal proceedings.
- 13) any costs for claims between **insured persons** or family members.
- 14) anything mentioned in the General Exclusions.

Conditions

- 1) **You** must obtain as much information as possible, including police reports, witness details and any photograph and contact **us** within 30 days of the incident.
- 2) **We** shall have absolute discretion in considering whether the claim has reasonable prospects of success.
- 3) **We** shall have complete control over the legal proceedings and the appointment and control of the legal representative.
- 4) **You** must take all reasonable steps to minimise the amount **we** have to pay under this policy and follow the legal representative's advice and provide any information and assistance required. Failure to do so will entitle **us** to withdraw cover.
- 5) **We** must have access to any and all of the legal representative's file

of papers.

6) **We** may at **our** own expense, take proceedings in **your** name to recover compensation from any third party in respect of any indemnity paid under this policy. **You** must give such assistance as **we** shall reasonably require and any amount recovered shall belong to **us**.

GENERAL EXCLUSIONS

YOU ARE NOT COVERED FOR

Anything directly or indirectly caused by:

1) **your** suicide or attempted suicide, deliberately injuring yourself, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism, drug addiction, solvent abuse, self exposure to needless danger (unless **you** are trying to save someone's life);

2) **you** or any **insured person** climbing, jumping or diving from any object of a height of more than 5 metres (unless **your** life is in danger or **you** are trying to save someone's life);

3) any loss where at the time of taking out this insurance or at the time of booking each trip:

a) **you** or any person insured under this policy:

i) has been put on a waiting list for which they are still awaiting in-patient treatment or investigation by a hospital department; or

ii) has received treatment as a hospital in-patient or out-patient, or been under the care of a specialist consultant within the past 12 months; or

iii) has been diagnosed with a terminal illness or treated for a malignant condition or any type of cancer; or

iv) has been treated for any breathing problem that has required steroid or nebulized drugs in the past two years; or

v) has ever been treated for a heart related problem (including angina but with the exception of high blood pressure in isolation) which has involved surgery or regular treatment with any kind of medication; or

vi) has suffered a stroke or required treatment for a circulatory condition which has involved surgery treatment with any kind of medication; or

vii) has previously been diagnosed as suffering from any psychological or psychiatric disorder, including but not limited to anxiety, stress or depression; or

viii) has ever received any organ transplant, or are currently on renal dialysis.

4) professional or organised sports, winter sports, racing, speed or endurance tests, scuba diving to a depth greater than 30 metres or scuba diving without a qualified instructor, sports and activities (except as mentioned on pages 7 to 10);

5) air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);

6) air travel within 24 hours of scuba diving;

7) bankruptcy/liquidation of any tour operator, travel agent or transportation company;

8) any other loss connected to the event **you** are claiming for unless **we** specifically provide cover under this policy;

9) any claim arising from sexually transmitted infections;

10) a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power

i) this exclusion will not apply to Section 3 – **Personal Accident**, Section 4 – Medical Emergency Expenses or Section 5 – Medical Inconvenience Benefit, provided that the Insured Person suffering **personal accident** injury or illness has not participated in or conspired in such activities.

b) any act of terrorism not involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents:

i) this exclusion will not apply to Section 3 – **Personal Accident**, Section 4 – Medical Emergency Expenses or Section 5 – Medical Inconvenience Benefit, provided that the Insured Person suffering **personal accident** injury or illness has not participated in or conspired in such activities.

ii) provided also that in the event of benefit being payable the maximum payable in respect of any one claim or series of claims arising from a single act of terrorism or series of acts of terrorism occurring within a 72 hour period is £2,500,000 in the aggregate.

c) any act of terrorism involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents;

An act of terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of person(s), whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear;

d) any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a), b) or c) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in a), b) or c) above;

you are responsible for proving why this Exclusion, in whole or in part, should not be applied. If any portion of this Exclusion is found to be invalid or unenforceable, the remainder of it will remain in force and effect.

11) loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
- b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- c) pressure waves from aircraft and other flying objects travelling faster than the speed of sound.

12) **you** riding on a motorcycle or any mechanically assisted cycle with an engine capacity in excess of 125cc and in any event if **you** fail to wear a crash helmet;

13) **you** driving a motor vehicle or riding a motorcycle or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy;

14) the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;

15) mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing;

16) **your** manual work or hazardous occupation of any kind;

17) taking part in dangerous expeditions or the crewing of a vessel outside European waters;

18) any payment which **you** would normally have made during **your** travels, if nothing had gone wrong;

19) failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under Section 3 – **Personal Accident**, Section 4 – Medical Emergency Expenses and Section 5 – Medical Inconvenience Benefit);

20) any loss, damage cost or expense of any nature if cover is specifically provided by any other insurance policy;

21) **your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to travel.

22) any claim which arises directly or indirectly from **you** not being allowed to board a flight, train, sea vessel, coach or bus for any reason whatsoever.

CONDITIONS

1. No payment will be made under Sections 1, 2, 3, 4, 5 or 9 without appropriate medical certification.
2. If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
3. In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination both at **our** expense.
4. **You** must take all reasonable steps to recover any lost or stolen article.

5. If any claim is found to be fraudulent in any way this policy will not apply and all claims will be forfeited.
6. The original validation certificate must be produced before any claim is paid.
7. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.
8. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.
9. **We** may at any time pay to **you our** full liability under the policy after which no further payments will be made in any respect.
10. At the time of purchasing this insurance **you** will have had to tick to confirm **you** agree to the statements. If any of these statements apply to **you** this could lead to **your** policy being invalid and all claims will be forfeited. These include but are not limited to statements about **your** state of health or that of a **travelling relative** or any planned sports and activities. If there are any changes prior to departure **you** must notify **us** of this change.
11. If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expenses or liability **we** will not pay more than **our** proportional share (not applicable to the **Personal Accident** section).

HOW TO MAKE A COMPLAINT

We are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell **us your** name and **your** claim number or policy number and the reason for **your** complaint.

We may record phone calls.

For complaints about the settlement of a claim or the claims handling service you should contact:

**The Claims Director
Intana
IDA Business Park
Athlumney
Navan
Co. Meath
Ireland**

If your complaint relates to a customer service, site related issue or any other type of complaint (excluding any complaint regarding a claim) please contact:

**Managing Director
Justcover Ltd
5 Castleknock Woods
Dublin 15
Ireland**

Phone: **(01) 440 4367**
Email: info@justcover.ie

Financial Services Ombudsman Bureau of Ireland

If **you** are not happy with **our** final decision **you** may be able to pass **your** complaint to the Financial Services Ombudsman Bureau of Ireland who is an independent organisation and will review **your** case.

The address is:

The Financial Services Ombudsman's Bureau
Third Floor

Lincoln House
Lincoln Place
Dublin 2
Ireland
Email: enquiries@financialombudsman.ie
Web: www.financialombudsman.ie

Financial Ombudsman Service

If **you** are not happy with **our** final decision, **you** may be able to pass **your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review **your** case.

The address is:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
England

Phone: **0044 800 023 4567** if calling from a landline or **0044 300 123 9123** if calling from a mobile.

You can visit the Financial Ombudsman Service website at **www.fos.org.uk**

As **Your** complaint relates to insurance purchased from **Us** via electronic means, **You** are also able to use the EC On-line Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> who will notify the Financial Ombudsman Service on **Your** behalf.

If **you** take any of the action mentioned above, it will not affect **your** right to take legal **action**.

Financial Services Compensation Scheme

We, Astrenska Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at **www.fscs.org.uk** or by phone on **0800 678 1100** or **0207 741 4100**.

PRIVACY POLICY

How we use the information about you

We are Alpha Underwriting Limited acting as Underwriting Agents for Astrenska Insurance Limited who are part of The Collinson Group. As a joint data controller with the Insurer, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details, circumstances of a claim and other information. It may also include some sensitive information about you, such as details about your health or medical records. Collecting this personal data is necessary for us to:

- 1) meet our contractual obligations to you;
- 2) issue you this insurance policy;
- 3) deal with any claims or requests for assistance that you may have;
- 4) service your policy (including claims and policy administration payments and other transactions); and,
- 5) detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed.

Processing your data

We will only use your personal data where the law allows us to. Your personal data will generally be processed on the basis that it is:

- necessary for the performance of the contract that you have with us.

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, ChargeCare International, contractors, investigators and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. In these circumstances, we have strict contractual terms in place, including the model legal terms defined by the European Union to make sure that your information remains safe and secure.

We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

Your rights as a data subject

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact Alpha Underwriting Limited by email or letter as shown below:

Email: referrals@alphaunderwriting.com

Postal Address: Bourne House, 475 Godstone Road, Whyteleafe, Surrey CR3 0BL

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

Right to be forgotten

In certain circumstances you can ask for the personal data we hold about you to be erased from our records. We will provide you with a written response to any such request, including any reasons why we may not agree to the request.

Right to restriction of processing

Where certain conditions apply, you have the right to stop us processing your personal data e.g.:

- 1) for the time it takes us to verify the accuracy of your information in the circumstances where you have contested the accuracy of your data;
- 2) we do not agree to erase your data because it might be needed for defence of a claim.

Right of portability

You may ask for a machine-readable copy of the personal data you have provided to us so you can, for example move, copy or transfer it to another organisation. We will normally supply this within one month of your request.

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO).

Further information can be found at <https://ico.org.uk/>

Just Cover Ltd. is regulated by the Central Bank of Ireland



Alpha Underwriting Limited
Registered in England No.6904209

Alpha Underwriting Limited are Underwriting Agents for
Astrenska Insurance Limited