

# Platinum Advantage



Travel Insurance

# Platinum Advantage Card

**It is advisable to take this document with you on any Insured Journey.**

Travel Insurance is provided by Bank of Ireland.

Bank of Ireland is regulated by the Central Bank of Ireland.

This certificate of insurance is issued as confirmation that insurance exists under master policy number PAE 61987. A copy of this Policy is available for inspection at the offices of Bank of Ireland Insurance Services Limited, Baggot Plaza, 27–33 Upper Baggot Street, Dublin 4. Bank of Ireland Insurance Services Limited is a member of the Bank of Ireland Group.

This insurance is underwritten by AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg.

Telephone: (+352) 22 69 11 - 1

E-mail: [caa@caa.lu](mailto:caa@caa.lu)

Web: <http://www.caa.lu/>

AIG Europe S.A. Ireland branch is an insurance company and has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3.

Telephone: 1890 77 77 77

Fax: 01 671 5550

E-mail: [enquiries@centralbank.ie](mailto:enquiries@centralbank.ie)

Web: <http://www.centralbank.ie>

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at <http://www.aig.lu/>

## Insurance Compensation Fund

You may be entitled to compensation from the scheme in the unlikely event that AIG Europe S.A. cannot meet its obligations. The maximum amount that could be available in respect of any sum due to a policyholder is 65% of the sum due or EUR 825,000, whichever is the lesser.

Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website through the following link: <https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund>

AIG Europe S.A. Ireland Branch does not provide advice or any personal recommendation about this product.

This policy reflects the demands and needs of a person who requires travel insurance benefits.

**Cover applies once the Insured Person has paid for at least 50% of their total fare for the Insured Journey using their Platinum Advantage Card. The Platinum Advantage Card sales voucher should, however, be retained as evidence of the payment by Platinum Advantage Card.**

**Cover applies for an unlimited number of Insured Journeys with up to 90 days cover on any one Insured Journey. The Insured Person must be a resident of the Republic of Ireland. If an Insured Journey exceeds 90 days in duration cover is invalid from the time of booking the Insured Journey.**

**Please note in relation to Section D, Personal Effects and Baggage, an original receipt or insurance valuation is required for any item, set or pair worth more than €100.**

# Table of Benefits

Section	Benefit	Limits (up to)
Section A	Personal Accident	€200,000
Section B	Medical & Other Expenses	€6,400,000
Section C1	Cancellation & Curtailment Charges	€2,500
Section C2	Travel Delay or	€120
	Missed Connection or	€1,000
	Holiday Abandonment	€2,500
Section D	Personal Effects and Baggage	€2,500
	Single Article Limit	€250
Section E	Money	€400
Section F	Personal Liability	€640,000
Section G	Legal Expenses	€1,500
	Excess – Per Insured Person	€75

## Important Information

### Pre-existing Medical Conditions

The following exclusions shall apply to Section B, Medical & Other Expenses and Section C1, Cancellation and Curtailment Charges.

The Insured Person is not covered for any of the following Pre-Existing Medical Conditions;

- a. any medical condition of which they have been informed or made aware of or for which they have received treatment at a hospital, clinic, or doctor's surgery (including repeat prescriptions and the like) in the twelve months before they booked their Insured Journey;
- b. if they are suffering from a heart related condition and / or hypertension for which ongoing medication is prescribed or have ever had a heart related operation or a stroke, or arterial disease, kidney disease, malignant disease (cancer), lung or respiratory disease (excluding controlled asthma unless they have received in-patient hospital treatment within the last twelve months), motor-neurone disease, Parkinson's disease or Alzheimer's disease; or

- c. any terminal illness which has been diagnosed. Further, this insurance does not provide cover if at the time of booking the Insured Journey, the person whose condition gives rise to a claim is either:
- i. on a hospital waiting list for treatment or investigation or awaiting the results of medical tests; or
  - ii. travelling contrary to medical advice or specifically to obtain medical treatment; or
  - iii. expected to give birth during the Insured Journey or within two months of date arriving home; or
  - iv. requires medication or treatment which they know, at the start of the Insured Journey, will be needed while outside the Republic of Ireland.

## How We Use Personal Information

For full details on How We Use Personal Information please visit [www.aig.ie/privacy-policy](http://www.aig.ie/privacy-policy)

## Law and Jurisdiction

This contract will be governed by the laws of the Republic of Ireland whose courts alone shall have jurisdiction.

## Remuneration and Commission

Bank of Ireland arrange and provide this cover to you as part of your card membership and there is no additional charge to you for doing this. Bank of Ireland does not receive any remuneration or commission from the Insurer for arranging this policy.

## Claims Evidence

The Insured Person must provide at their own expense any evidence in support of a claim. An Insured Person must undergo as many medical examinations in connection with any claim as the Insurer may require at the Insured Person's own expense.

## Claims Notification

The Insured Person must tell the AIG Claims Services (see pages 21 & 22) as soon as possible of any potential claim. Where the Insured Person does not comply with any obligation to act in a certain way specified in this certificate of insurance, this may prejudice their claim under this insurance.

## Medical Emergencies

The Medical Emergency Assistance Company, AIG Assistance Services, will provide immediate help if you are ill, injured or die outside the Republic of Ireland. They provide a 24-hour emergency service 365 days a year. The contact details are as follows:

Phone: +44 (0) 1273 771 909

Email: [uk.assistance@travelguard.com](mailto:uk.assistance@travelguard.com)

Please have the following information available when you contact AIG Assistance Services so that your case can be dealt with swiftly and efficiently:

- ▶ Your name and address;
- ▶ Your contact phone number abroad;
- ▶ Your credit card number (required for cover validation purposes); and
- ▶ The name, address and contact phone number of your GP.

Please note: This is not a private medical insurance. If you go into hospital abroad and you are likely to be kept as an inpatient for more than 24 hours or if your outpatient treatment is likely to cost more than €700, someone must contact AIG Assistance Services for you immediately. If they do not, we may provide no cover or we may reduce the amount we pay for medical expenses.

If you have to return to the Republic of Ireland under section C (Cutting your trip short) or section B1 (Medical and other expenses outside of the Republic of Ireland) AIG Assistance Services must authorise this. If they do not, we may provide no cover or we may reduce the amount we pay for your return to the Republic of Ireland.

## Returning Early to the Republic of Ireland

If the Insured Person has to return to the Republic of Ireland under Section B (Medical & Other Expenses) or Section C1 (Cancellation or Curtailment Charges) they must obtain prior consent by contacting AIG Assistance Services. Failure to do so may invalidate their claim.

## Economic Sanctions

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer,

its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

### Territorial Limits

Worldwide (subject to Economic Sanctions above and General Exclusion j).

### Warranty

The insurance provided by this certificate of insurance is subject to the Warranty that the Insured Person will not book or commence any Insured Journey contrary to medical advice or to obtain medical treatment or after a terminal prognosis has been made.

### General Definitions

The following words have the same meaning wherever they appear in this certificate of insurance and are shown with an initial capital letter.

### Accident

Accident means a sudden and unexpected event caused by violent, external and visible means which results in Bodily Injury to an Insured Person and includes exposure to severe weather conditions resulting from a mishap to a conveyance in which the Insured Person is travelling.

### Bodily Injury

Bodily injury means accidental bodily injury which:

1. Is sustained by the Insured Person during the period of an Insured Journey;
2. Is caused by an Accident; and
3. Solely and independently of any other cause except illness directly resulting from medical or surgical treatment rendered necessary by such injury, occasions the death or Permanent Disablement of the Insured Person within twenty four calendar months from the date of the Accident by which such injury is caused.

### Curtailment or Curtailed

The cutting short of an Insured Journey once an Insured Person has departed from the Republic of Ireland, for any of the reasons outlined in Section C1 (Cancellation or Curtailment Charges).

## Hi-jack

Unlawful seizure or wrongful exercise of control of an aircraft or conveyance and the crew thereof.

## Insured Journey

Any journey for which at least 50% of the total fare has been charged to an Insured Person's Platinum Advantage Card. Each journey shall be deemed to be a separate insurance, each being subject to the terms, conditions, limitations and warranty contained herein. In respect of all sections other than Section C(1), the Period of Insurance for each journey shall commence at the time the Insured Person leaves their usual place of residence or place of business, in the Republic of Ireland, whichever is the later at the commencement of their journey for the purpose of travel outside the Republic of Ireland and shall terminate on return to their usual place of residence or place of business, in the Republic of Ireland, whichever is the earlier on completion of the journey. For the purpose of Section C(1), the Period of Insurance shall start from the time of booking the journey.

In no case shall an Insured Journey exceed 90 days unless as a result of a mishap beyond the control of the Insured Person, in which event this certificate of insurance will remain in force until return but not exceeding a further 21 days. No individual journey may last longer than 90 days and journeys which exceed 90 days in duration will invalidate cover from the time of booking the journey.

## Insured Person

The Bank of Ireland Platinum Advantage Cardholder, their spouse / Partner and children (aged under 23) or authorised user, whether travelling together or separately in the circumstances described herein whilst on an Insured Journey, provided that at the date of travel, the Insured Person has not attained their 81st birthday, unless agreed in advance in writing with AIG Europe S.A.

## Insurer

AIG Europe S.A.

## Loss of Limbs

Loss by physical separation of a hand at or above the wrist or a foot at or above the ankle, and includes permanent, total and irrecoverable loss of use of a hand, arm, foot, or leg.



## Money

Coins, bank or currency notes, bankers drafts, bills of exchange, letters of credit, luncheon vouchers, credit, debtor charge cards, phone cards, postal or money orders, travel tickets, petrol or other coupons with a monetary value, or credit vouchers which belong to or are in the custody and control of an Insured Person and are intended for travel, meals, accommodation and personal expenditure only.

## Partner

Any man or woman living with the Bank of Ireland Platinum Advantage cardholder as a couple at the same address for a minimum period of six months.

## Period of Insurance

The period of this insurance shall be from the date of election to the Bank of Ireland Platinum Advantage Card, occurring during each 12 month period the master policy issued to the Bank of Ireland is in force. Cover will continue during the currency of the master policy and cease on cancellation of membership of the Bank of Ireland Platinum Advantage Card or 30 days written notice given by the Bank of Ireland to the last registered address of the Bank of Ireland Platinum Advantage cardholder or when the master policy is not renewed.

## Permanent Disablement

Permanent total loss of sight of one or both eyes, total loss of one or more limbs or Permanent Total Disablement.

## Permanent Total Disablement

Disablement which entirely prevents the Insured Person from attending to any business or occupation of any and every kind and which, having lasted at least twelve calendar months is, at the expiry of that period in the opinion of a qualified medical practitioner beyond hope of improvement for the remainder of their life.

## Pre-existing Medical Conditions

In respect of an Insured Person:

- a. any medical condition of which they have been informed or made aware of or for which they have received treatment at a hospital, clinic, or doctor's surgery (including repeat prescriptions and the

- like) in the twelve months before they booked their Insured Journey;
- b. if they are suffering from a heart related condition and / or hypertension for which ongoing medication is prescribed or have ever had a heart related operation or a stroke, or arterial disease, kidney disease, malignant disease (cancer), lung or respiratory disease (excluding controlled asthma unless they have received in-patient hospital treatment within the last twelve months), motor-neurone disease, Parkinson's disease or Alzheimer's disease; or
  - c. any terminal illness which has been diagnosed.

## War

War, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

## General Exclusions

The following exclusions apply to all sections of this insurance and are in addition to the exclusions under each individual section.

The Insurer shall not be liable for:

- a. Any claim arising out of War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
- b. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
  - i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - ii. the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear components thereof.
- c. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- d. Any claim arising directly or indirectly out of, financial incapacity or disinclination to travel.
- e. Any claim directly or indirectly occasioned by,

happening through or in consequence of aviation, other than as a fare-paying passenger in a properly licensed multi-engined, passenger carrying aircraft, flown by a properly licensed crew and operated for the transportation of passengers.

- f. Any claims where the Insured Journey has exceeded 90 days in duration.
- g. Any claim resulting from the tour operator, airline or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to the Insured Person.
- h. Any indirect losses, costs, charges or expenses (meaning losses, costs, charges or expenses which are not listed under sections A to G).
- i. Any claim resulting from the Insured Person travelling to a country where the Department of Foreign Affairs have advised against all but essential travel.
- j. Any claim arising under this insurance if you are on any official government or police database of suspected or actual terrorists, members of terrorist organisations, drug traffickers or illegal suppliers of nuclear, chemical or biological weapons.

## Cover

### Section A – Personal Accident

In the event of an Accident causing Bodily Injury to an Insured Person during an Insured Journey which results in death or Permanent Disablement, the Insurer will pay to that Insured Person or to their executors, administrators or assignees the amount(s) set out as follows:

- A (i) Bodily Injury sustained whilst riding as a fare paying passenger (but not as a member of the crew) in, or whilst boarding or alighting from any air, water or land conveyance licensed to carry passengers for hire. Cover includes Bodily Injury sustained whilst boarding or alighting from or travelling in a taxi, bus or train proceeding directly to or from the terminus for the Insured Journey.

Schedule	Under 75 years	76 to 80 years
Accidental death	€200,000*	€35,000*
Permanent total loss of sight of one or both eyes	€200,000	€35,000
Loss of Limbs (one or more)	€200,000	€35,000
Permanent Total Disablement (other than loss of sight of one or both eyes or Loss of Limbs (one or more))	€200,000	€35,000

\* Reduced to €3,200 for children under 18 years of age.

A (ii) Bodily Injury sustained only whilst on an Insured Journey outside of the Republic of Ireland but excluding any benefits otherwise payable under Section A(i).

Schedule	Under 75 years	76 to 80 years
Accidental death	€40,000*	€17,500*
Permanent total loss of sight of one or both eyes	€40,000	€17,500
Loss of Limbs (one or more)	€40,000	€17,500
Permanent Total Disablement (other than loss of sight of one or both eyes or Loss of Limbs (one or more))	€40,000	€17,500

\* Reduced to €3,200 for children under 18 years of age.

## Disappearance

It is agreed that subject to all the terms, limitations, conditions and exclusions of the certificate of insurance except as specifically provided herein, if the Insured Person disappears during the Insured Journey and their body is not found within 90 days after their disappearance and sufficient evidence is produced satisfactory to the Insurer that leads them to the conclusion that they sustained Bodily Injury and that such injury caused their death. The Insurer shall pay the death benefit under the certificate of insurance provided that the person or persons to

whom such sum is paid shall sign an undertaking to refund such sum to the Insurer if the Insured Person is subsequently found to be living.

## Section B – Medical & Other Expenses

The Insurer will indemnify an Insured Person, during an Insured Journey, in respect of:

1. The cost of reasonable medical, surgical or hospital treatment (including emergency dental treatment for the immediate relief of pain only) necessarily incurred during the Period of Insurance (as defined) whilst outside the Republic of Ireland. The Insurer reserves the right to repatriate when in the opinion of a qualified doctor and the Insurers' medical advisers the Insured Person is fit to travel.
2. The cost of transporting the remains of an Insured Person to their usual place of residence in the Republic of Ireland or the cost of a funeral in the country where death occurs outside the Republic of Ireland.
3. The cost of return to the Republic of Ireland of an injured or sick Insured Person by air ambulance where in the opinion of the Insurers' medical advisers such repatriation is medically necessary.
4. The reasonable additional cost of continued occupation of accommodation and additional expenses in returning to the Insured Person's place of residence in the Republic of Ireland (including the cost of accommodation and flights of one relative or friend required on medical advice to travel to, remain with or accompany an Insured Person) necessarily incurred and resulting from:
  - a. the Bodily Injury to, or illness or death of the Insured Person;
  - b. the Bodily Injury to, or illness or death of the parent, parent-in-law, spouse / Partner, child, sister, brother, fiancé(e) or close business associate of an Insured Person whether travelling with an Insured Person or not.
5. In addition to the hospital charges payable under this Section, the Insurer will pay to the Insured Person a benefit of €130 per complete day (up to a maximum of €1,300) in the event that the Insured Person is admitted to a hospital outside the Republic of Ireland as an inpatient due to Bodily Injury or sickness. This benefit is not subject to an excess.

The maximum indemnity under Section B is €6,400,000 for each Insured Person. In the event of an Insured Person being admitted to hospital, the AIG Assistance Services 24 hour emergency helpline must be advised immediately as failure to do so may invalidate a claim. (see condition 3).

The following restrictions shall apply to Section B Medical & Other Expenses in respect of any Insured Person aged 76 years to 80 years. The maximum indemnity under this Section for each Insured Person is €320,000 excluding the first €75 in respect of each and every claim by each Insured Person except where a benefit or a refund has been obtained under the terms of any reciprocal health agreement.

### Section C1 – Cancellation & Curtailment Charges

The Insurer will indemnify an Insured Person in respect of travel and accommodation expenses paid or contracted to be paid by an Insured Person in respect of their own Insured Journey and not recoverable i.e. including forfeited deposits where the Insured Journey is necessarily cancelled or Curtailed as a result of:

- a. death, injury or illness of an Insured Person;
- b. death, injury or illness of the spouse / Partner, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, child, fiancé(e), close business associate of an Insured Person or person with whom an Insured Person has arranged to travel;
- c. compulsory quarantine, jury service or witness call in a court of the Republic of Ireland of an Insured Person;
- d. redundancy of an Insured Person commencing after the date an Insured Journey is booked and qualifying for payment under the current redundancy payment laws;
- e. fire at the residence of the Insured Person rendering it uninhabitable 10 days or less before departure.
- f. if after the time the Insured Person books their trip, the Department of Foreign Affairs advises against all but essential travel to their intended destination.

The maximum indemnity under Section C1 is €2,500 for each Insured Person.

## Section C2 – Travel Delay, Missed Connection & Holiday Abandonment

Subject to a delay of at least 8 hours to any part of the Insured Journey arising solely out of interruption or curtailment of scheduled services by reason of strikes, locked-out workers, industrial action, riots and / or civil commotion, Hi-jacks, avalanches, landslides, adverse weather or mechanical breakdown of aircraft or sea vessel after the date of booking the Insured Journey which could not reasonably have been anticipated at the time, the Insurer will pay each Insured Person as follows:

a. Travel Delay

An amount of €50 if the Insured Person's departure is delayed for at least 8 hours and a further €20 for each additional full 8 hour period of delay up to a maximum of €120 in respect of any one Insured Person.

b. Holiday Abandonment

If the Insured Person elects to cancel the whole travel itinerary following a delay of not less than 12 hours beyond the scheduled departure time, the Insurer will pay for any irrecoverable costs (whether paid or contracted to be paid) or for the reasonable extra costs of travel and accommodation you need to reach your booked holiday destination if you decide to continue with your planned trip, up to a maximum of €2,500 for each Insured Person.

c. Missed Connection

If the Insured Person misses a flight connection due to the airline with whom they have booked to travel being unable to deliver them in sufficient time to their connecting airport to meet their connecting flight due to poor weather conditions, strike, industrial action, or mechanical breakdown we will pay the reasonable extra costs of travel and accommodation the Insured Person needs to continue their pre-booked journey in accordance with their itinerary, up to a maximum of €1,000 for each insured person.

Cover under this section is subject to;

- a. the Insured Person shall have checked in for an Insured Journey at or before the recommended time
- b. the Insured Person has allowed enough time to reach their final international departure point at or before the recommended time

- c. the Insured Person shall have obtained from the appropriate transport company or authority a statement confirming the period of and reason for the delay
- d. the Insured Person can only claim under sub section a, b or c of Section C2.

### Special Extension

In respect of Sections B, C1 and C2 only, this insurance is extended to cover losses arising out of Hi-jack of an aircraft or conveyance in which the Insured Person is being carried as a passenger and not as a member of the crew. Solely in respect of this extension, cover shall continue in force whilst the Insured Person is subject to the control of the person(s) or their associates making the Hi-jack and during travel to an Insured Person's usual place of residence or original destination, for a period not exceeding twelve months from the date of the Hi-jack.

### Section D – Personal Effects and Baggage

The Insurer will indemnify an Insured Person in respect of loss or damage to personal effects and baggage owned by an Insured Person, during an Insured Journey, up to a maximum of €2,500 but with a limit of €250 for any one item, pair or set. Provided always that in the event of the theft, this is reported to the police or other appropriate authority as soon as is practicable.

### Baggage Delay

If an Insured Person's personal baggage is delayed or lost for more than 4 hours by an airline, railway or shipping company during an Insured Journey, the Insurer will pay €150 in total per party of Insured Persons for the emergency purchase of essential items of clothing and requisites. Any payment made for delayed baggage will be deducted from the final claim if the loss is permanent. In the event of a delay on the return leg of an Insured Journey the Insured Person must first receive authorisation from AIG Claims Services that purchases are deemed emergency items and essential.

### Passport and Travel Documents

If an Insured Person loses or damages their passport, visa or travel tickets during an Insured Journey, the



Insurer will indemnify the Insured Person in respect of the cost of replacing same including the reasonable and necessary travel and accommodation costs incurred up to €1,000.

If an Insured Person purchases a comparable replacement for a lost or damaged article, the Insurer will pay for the replacement cost providing that the article was less than 2 years old at the time and that the evidence of the original purchase is provided. For articles of 2 years old and more, or if the article is not actually replaced, or evidence cannot be produced as to its age, payment will be based on the value of the article at the time of the loss or the cost of repair.

### Section E – Money

The Insurer will indemnify the Insured Person in respect of the theft or accidental loss of Money during an Insured Journey whilst being carried on an Insured Person or while left in a locked safety deposit box, up to a maximum of €400 for each Insured Person. Cover in respect of foreign currency purchased will be effective from time of collection from the bank or travel agents, or for 3 days before commencement of an Insured Journey whichever is the later.

### Section F – Personal Liability

The Insurer will indemnify the Insured Person in respect of legal liability to the public for injury to persons (not a member of the Insured Person's family or household) and / or damage to property (excluding the Insured Person's own, or that of members of their family or household) up to a limit of €640,000 any one accident or series of accidents and in all (including legal expenses) arising from accidents occurring in connection with the Insured Journey during the Period of Insurance, but excluding liabilities arising out of the ownership or use of any horse-drawn or mechanically propelled vehicle, waterborne craft or aircraft, lands, buildings and excluding professional and contractual liability to employees. No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured Person without the written consent of the Insurer, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured Person their defence of any claim or to prosecute in their name for their own benefit any claims for indemnity or damages or otherwise against

any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim and the Insured Person shall, whenever possible, give all such information and assistance as the Insurer may require.

## Section G – Legal Expenses

The Insurer will indemnify an Insured Person in respect of legal costs and expenses incurred by the Insured Person in the pursuit of legal proceedings for compensation and / or damages directly arising from or out of injury to or death of the Insured Person during the Insured Journey up to €1,500 provided always that the Insurer will have complete control over the legal proceedings, selection, appointment and control of lawyers. The Insurer shall only be liable to pay legal expenses incurred with their written consent and shall reserve the right to withdraw at any stage and thereafter they shall not be liable for any further expenses. The Insurer shall be entitled to recover any expenses that the Insured Person subsequently recovers from the third party.

## Exclusions applying to Sections A(i), A(ii), B, C1 & C2

The Insurer shall not be liable for losses:

- a. arising from any Pre-existing Medical Condition as outlined in this document;
- b. if at the time of booking the Insured Journey, the person whose condition gives rise to a claim is either:
  - i. on a hospital waiting list for treatment or investigation or awaiting the results of medical tests, or
  - ii. travelling contrary to medical advice or specifically to obtain medical treatment, or
  - iii. expected to give birth during the trip or within two months of date arriving home, or
  - iv. requires medication or treatment which they know, at the start of the Insured Journey, will be needed while outside the Republic of Ireland.
- c. whilst engaged or taking part in Military, Air Force or Naval Service or Operations (other than reserve or volunteer training);
- d. directly or indirectly caused or contributed to by intentional self-injury, suicide or attempted suicide, provoked assault, duelling or fighting (except in bona fide self-defence) or from the Insured Person's

- own criminal act, or whilst engaged or taking part in civil commotions or riots of any kind;
- e. expenses incurred more than 90 days after the expiry of the Period of Insurance;
  - f. occasioned by or occurring whilst the Insured Person is in a state of insanity (temporary or otherwise);
  - g. occasioned by or occurring whilst engaged or taking part in aeronautics or aviation, other than as a fare-paying passenger;
  - h. occasioned by or occurring whilst riding or driving in any kind of race;
  - i. occasioned by or occurring whilst engaged or taking part in mountaineering or rock climbing (normally involving the use of ropes and / or guides);
  - j. consequent upon the Insured Person being under the influence of alcohol, or drug addiction;
  - k. travelling against the advice of a qualified medical practitioner, travelling for the purpose of obtaining treatment or travelling after a terminal prognosis has been made;
  - l. expenses which would normally be incurred as a result of pregnancy within 2 months of expected date of birth or childbirth;
  - m. expenses incurred after the expiry of the Period of Insurance during which the Insured Person attains the age of 81 years;
  - n. related to cancelling or cutting short the Insured Journey because of a medical condition or any illness which the Insured Person knew about or should have known about before booking the Insured Journey. This applies to the Insured Person, their spouse / Partner, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, child, fiancé(e), or close business associate of the Insured Person, a person the Insured Person is travelling with or any person the Insured Person was depending on for the Insured Journey;
  - o. emergency medical or in hospital medical treatment, or the cost of returning home early, not approved in advance by AIG Assistance Services;
  - p. the first €75 of each claim (this excess does not apply to claims under Section A or C2a) for each Insured Person.

## Exclusions applying to Section D

The Insurer shall not be liable for:

- a. damage due to moth, vermin, wear, tear and gradual deterioration;
- b. loss of Money;
- c. losses arising from confiscation or detention by customs or other officials;
- d. property otherwise insured;
- e. the first €75 of each claim for each Insured Person;
- f. any luggage lost whilst in the custody of an airline or other carrier unless such loss is reported to the airline or other carrier within 24 hours and a Property Irregularity Report obtained;
- g. losses not reported to the police or appropriate authorities within 24 hours of discovery and a written report obtained; or
- h. any item, set or pair worth more than €100 which you have not got an original receipt or insurance valuation for before the loss.

## Exclusions applying to Section E

The Insurer shall not be liable for:

- a. losses not reported to the police or appropriate authorities within 24 hours of discovery and a written report obtained;
- b. shortages due to confiscation or detention by customs or other officials, error, omission and depreciation in value; or
- c. the first €75 of each claim for each Insured Person.

## Exclusions applying to Section F

The Insurer shall not be liable for:

- a. injury to any person who is under a contract of service or apprenticeship with the Insured Person when such injury arises out of and in the course of their employment by the Insured Person;
- b. loss or damage to property belonging to or held in trust by or in the custody or control of the Insured Person;
- c. injury loss or damage caused directly or indirectly by or through or in connection with any mechanically propelled vehicle, aircraft or watercraft when the Insured Person is the owner, driver or pilot thereof, or if the person having it in their custody or control or such pilot or person is the servant or agent of the Insured Person;

- d. injury loss or damage arising directly or indirectly in connection with:
  - i. the ownership possession or occupation of land or buildings (other than the Insured Person's private dwelling house) immobile property or caravans;
  - ii. any wilful or malicious act; or
  - iii. the carrying on of any trade business or profession.
- e. any liability attaching to the Insured Person by reason of an express term of any contract unless such liability would have attached to the Insured Person notwithstanding such a term;
- f. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - ii. the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear components thereof.
- g. any consequence of declared or undeclared War or any act thereof;
- h. any legal liability for which indemnity is provided under any other contract of insurance in the name of the Insured Person; or
- i. injury to members of the Insured Person's family.

## Exclusions applying to Section G

The Insurer shall not be liable for:

- a. costs or expenses incurred for any claim brought against a tour operator, travel agent, carrier and Insurers.
- b. costs or expenses incurred prior to obtaining written consent from the Insurer.
- c. fines or other penalties imposed by a court of criminal jurisdiction.
- d. any claim reported more than 180 days after the commencement of the incident giving rise to such claim.
- e. legal expenses incurred in the defence against any civil claim or legal proceedings made or brought against the Insured Person.

## Conditions relating to submission of claims

### Claims Notification

1. The Insured Person must advise AIG Claims Services of any claim within 31 days of the Insured Journey ending. If the Insured Person does not, the Insurer may not be able to pay the claim. If the Insured Person needs to make a claim, they should write with a brief description of the claim or phone: AIG Claims Services, Sedgwick Ireland Travel Claims, Merrion Hall, Strand Road, Dublin 4 Telephone 01 261 1540

AIG Claims Services is administered by Sedgwick Ireland Travel Claims. Sedgwick Ireland Travel Claims are part of Sedgwick Outsource Services Ireland Limited who are chartered loss adjusters and provide travel insurance claims administration services on behalf of AIG Europe S.A. Sedgwick Outsource Services Ireland Limited are regulated by the Central Bank of Ireland in respect of insurance mediation business. Their offices are open every weekday from 9:00 a.m. until 5:00 p.m. and will send the Insured Person a claim form as soon as the Insured Person tells them about the claim. Claim forms are also available on [www.osg.ie/resources/claim-forms/](http://www.osg.ie/resources/claim-forms/)

2. All certificates, information and evidence required by the Insurer shall be furnished at the expense of the Insured Person or their legal personal representatives and shall be in such form and of such nature as the Insurer may prescribe. The Insured Person shall as often as required submit to medical examination on behalf of the Insurer at their own expense and in the event of death of an Insured Person, the Insurer shall be entitled to have a post mortem examination at their own expense. Any items which become the subject of a claim for damage shall be retained for the Insurer's inspection and shall be forwarded to their agents upon request at the expense of the Insured Person or their legal personal representatives. All such items shall become the property of the Insurer following final settlement of the claim.

## Duties required of the Insured Person

3. It is a condition precedent to any payment under Section B1 of this certificate of insurance that if an Insured Person is admitted to hospital, AIG Assistance Services 24 hour emergency helpline is notified as soon as possible, but in any event within 48 hours or within a reasonable period of time as the Insurer may at their absolute discretion determine. Failure to do so may invalidate an Insured Person's claim.
4. The Insured Person shall observe due care and control of their property at all times.
5. The Insured Person shall take all practicable steps to recover any articles lost or stolen.
6. In the event of any occurrence which may give rise to a claim under the certificate of insurance the Insured Person shall take all reasonable steps to avoid or minimise any loss arising out of such claim.
7. The due observance and fulfilment of the terms, provisions, conditions and endorsements of the certificate of insurance insofar as they relate to anything to be done or complied with by the Insured Person shall be conditions precedent to any liability of the Insurer to make any payment under the certificate of insurance.
8. Fraud, mis-statement or concealment made for and on behalf of the Insured Person prior to or when effecting cover under the certificate of insurance or any fraudulent claim made hereunder by an Insured Person shall render this insurance null and void and all claims hereunder shall be forfeited.

## Special condition applicable to Section F

9. The Insured Person shall on the happening of any accident give immediate notice in writing to AIG Claims Services, Sedgwick Ireland Travel Claims, Merrion Hall, Strand Road, Dublin 4 and shall send them immediately any writ, summons or other legal process and shall give all necessary information and assistance to enable them to negotiate the claim or to institute proceedings. The Insured Person shall not negotiate, pay, settle, admit or repudiate any claim without the written consent of AIG Claims Services.

## Relating to settlement of claims

10. If at the time of any loss or damage insured by Sections B, C1, C2, D, E, F or G there shall be any other insurance covering such loss or damage or any part thereof the Insurer shall be able under the certificate of insurance to seek a contribution from such other insurance for loss or damage.
11. The Insurer may at any time at their own expense and without prejudice to any question between the Insurer and the Insured Person take proceedings in the name of the Insured Person to obtain compensation or secure an indemnity from any third party in respect of any loss or damage insured by the certificate of insurance.
12. The Insurer may at their option discharge any liability under the certificate of insurance by replacing or repairing any article or articles lost or damaged.
13. This Insurance provided by the certificate of insurance is non-transferable.
14. All claims arising under the certificate of insurance shall be governed by the laws of the Republic of Ireland, whose Courts shall have sole jurisdiction in any dispute arising hereunder.

## Provision

This insurance shall only apply once to each Insured Journey even if the Platinum Advantage Card is used twice to purchase the fare for the Insured Journey.

## General queries

For any general queries in relation to the cover provided please contact Bank of Ireland Credit Cards  
Phone: 1890 251 251

## Making a Complaint

Bank of Ireland want to provide you with excellent service at all times. If you wish to make a complaint you may do so by writing to us at Group Customer Complaints at the address listed on the complaints page of our website [www.bankofireland.com](http://www.bankofireland.com), informing a branch or calling our Customer Care Unit by phone on 0818 200 365 (+353 1 404 4000 if calling from abroad).

You may also write to the Customer Complaints Officer at AIG Europe S.A., 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7.  
Phone 01 208 4916



If the complaint is not resolved to your satisfaction, you should contact the General Manager, AIG Europe S.A., 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7.

At any stage, you may contact any of the following:

Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, DO1 E7E8.

Telephone: 01 676 1820 / Fax: 01 676 1943

Email: [info@insuranceireland.eu](mailto:info@insuranceireland.eu)

Web: [www.insuranceireland.eu](http://www.insuranceireland.eu)

The Central Bank of Ireland,

P.O. Box 559, Dublin 1.

Telephone: 1890 777 777 / Fax: (01) 671 5550

Email: [enquiries@centralbank.ie](mailto:enquiries@centralbank.ie)

Web: [www.centralbank.ie](http://www.centralbank.ie)

Financial Services and Pensions Ombudsman,

Lincoln House,

Lincoln Place,

Dublin 2,

D02 VH29.

Telephone: (01) 567 7000

E-mail: [info@fspo.ie](mailto:info@fspo.ie)

Web: [www.fspo.ie](http://www.fspo.ie)

Signed on behalf of AIG Europe S.A.



Declan O'Rourke

General Manager

This insurance is underwritten by AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>.

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3. Telephone: 1890 77 77 77. Fax: 01 6716561. E-mail: [enquiries@centralbank.ie](mailto:enquiries@centralbank.ie). Web: <http://www.centralbank.ie>

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