



Staycation Insurance Policy Wording Ireland

Introduction

This insurance policy has been organised by Blue Insurance Limited, whose registered office is Plaza 255, Blanchardstown Corporate Park 2, Blanchardstown, Dublin 15, Republic of Ireland. Blue Insurance Limited trading as Staycationinsurance.ie is regulated by the Central Bank of Ireland.

Underwriter

The underwriter of this insurance policy is White Horse Insurance Ireland dac, whose registered office is First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, V14 CA36, Republic of Ireland. Registered in Ireland No 306045. White Horse Insurance Ireland dac is regulated by the Central Bank of Ireland. This can be checked by visiting their website at www.centralbank.ie.

Eligibility

To be eligible to buy this insurance policy **you** and all persons to be insured by it, must:

- Be permanent residents of the Republic of Ireland, and;
- Be registered with a **medical practitioner** in the Republic of Ireland, and;
- Be intending to visit another part of the Republic of Ireland or the **United Kingdom** for at least a 24-hour period, and;
- Have booked **your accommodation or trip** to start at least 7 (seven) days after the date that **you** buy this insurance policy, and;
- Have booked and paid for accommodation with an external third party and;
- Be aged up to 79 (seventy-nine) years of age.

The Law

Applicable to This Insurance Contract

White Horse Insurance Ireland dac can choose the law which applies to this policy. Unless **we** agree otherwise the laws of the Republic of Ireland govern this policy.

Cancelling This Insurance Policy

Your Statutory Cancellation Rights

You may cancel this cover within 14 days of receipt of the documents by writing to the issuing agent at the address shown on **your validation certificate**. Any premium already paid will be refunded to **you** providing **you** have not travelled and no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred. The cover will be cancelled with effect from its date of issue.

Cancelling This Insurance Policy Outside of the Statutory Cancellation Period

You may cancel this policy at any time after the 14-day period by writing to the issuing agent at the address shown on **your validation certificate**. If **you** cancel after the 14 days period, no premium refund will be made. **We** reserve the right to cancel the policy by providing 21 days' notice by registered post to **your** last known address. No refund of premium will be made.

Non-Payment of Premium(s)

We and Blue Insurance Limited reserve the right to cancel this insurance policy immediately in the event of a non-payment of the premium.

General Conditions

You must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply, **we** may at **our** option cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim payment.

You must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- Makes a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect, or;
- Makes a statement in support of a claim knowing the statement to be false in any respect, or;
- Submits a document in support of a claim knowing the document to be forged or false in any respect

Then

- **We** shall not pay the claim.
- **We** shall not pay any other claim which has been or will be made under this insurance policy.
- **We** may declare this insurance policy void.
- **We** shall be entitled to recover from **you** the amount of any claim we have paid **you** under this insurance policy.
- **We** shall not make any return of premium.
- **We** may inform the Gardaí of the circumstances.

We, **our** agents, other insurers and fraud prevention agencies obtain and share information with each other to prevent and detect fraudulent claims to help protect **our** customers and **ourselves** from such activity.

Under this insurance policy **you** are responsible for providing to **us** all documentation that **we** need to assess **your** claim. **You** are responsible to pay for any costs in obtaining this documentation.

Definitions

Certain words used in this policy have been defined below. These have the same meanings wherever they are used in the policy. They appear in **bold** print.

We / our / ourselves / us means White Horse Insurance Ireland dac.

Your / you means each person travelling on a **trip** whose name appears on **your validation certificate** from Blue Insurance Limited.

Bodily injury means an identifiable physical injury sustained by **you** due to a sudden, unexpected, external and specific event.

Cancellation means **you** or anyone insured on the policy not being able to travel on **your** pre-booked **trip** within the **United Kingdom** or Republic of Ireland due to the specific reasons set out under the 'What is Covered' section of the policy.

Close relative means **your** mother, father, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, next of kin, fiancée/fiancé, or partner (any couple, including same-sex, in a common law relationship or who have co-habited for at least 6 months).

Complications of pregnancy and childbirth means a diagnosis of 'per vaginal' bleeding, toxæmia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post-partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum or placenta praevia, stillbirths, miscarriage or threatened miscarriage, medically necessary emergency Caesarean section, medically necessary termination and premature births. This definition only applies if the complication happens more than eight weeks (or 16 weeks in the case of a known multiple pregnancy) before the expected delivery date.

Covid means the Covid 19 disease and any mutation or variation of the same.

Curtail / curtailed / curtailment means:

1. Abandoning or cutting short **your trip** by immediately returning to **your home** in the Republic of Ireland, or;
2. **Your trip** being cut short or interrupted because **you** are medically quarantined within **your** booked accommodation premises because of an outbreak of **Covid** that directly affected **you** or a fellow guest who is / was staying in **your** booked accommodation location or a member of the accommodation staff being diagnosed with **Covid**.

Please note that claim payments under point 1) and point 2) above are calculated from either the day **you** returned **home** or the day **you** commenced quarantine at your booked accommodation and are for the number of complete days of **your trip** that **you** did not use.

Excess means the amount of money that **you** will pay if **you** make a claim under this insurance policy. The amount of **your** excess is stated within the summary of cover section in this policy wording.

Family Cover means up to two adults and any number of their children, step children or foster children aged under 19 (or under 24 years if living at **home** and in full time education), accompanying the parents or legal guardian insured on the same policy traveling on a **trip** to the same destination.

Home means **your** normal place of residence in the Republic of Ireland.

Hospital means a licensed medical institution which meets the following criteria:

- it has facilities for medical diagnosis and/or for treating injured and sick people; and
- it is run by **medical practitioner(s)**; and
- it provides care supervised by state registered nurses or the local equivalent; and
- it is not a medical institution only specialised in training and education, a nursing or convalescent facility, a hospice or place for the terminally ill, a residential care facility, or a place for drug and/or alcohol rehabilitation.

Irrecoverable means where **you** are entitled to claim for irrecoverable costs only, this means that **we** will only cover costs which **you** have not already recovered or which **you** are not entitled to recover from another third party.

Medical practitioner means a registered practising member of the medical profession who is not related to **you** or **your travelling companion(s)**.

Medical condition means any disease, **serious illness** or **bodily injury**.

Period of insurance means the period of time between the start date and the end date of cover, as stated on **your validation certificate** from Blue Insurance Limited.

Public transport means any publicly licensed aircraft, sea vessel, train or coach on which **you** are booked to travel.

Serious illness means any disease, infection or **bodily injury** which is unexpectedly contracted by **you** within **your period of insurance** and prior to **your trip**, or unexpectedly manifests itself for the first time during **your trip**.

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

Travelling companion(s) means a person(s) with whom **you** have booked to travel or are travelling with on the same booking invoice and without whom **your** travel plans would be impossible.

Trip means any holiday or non business **trip** booked or made by **you** which is no longer than 31 nights in duration, within the Republic of Ireland or the **United Kingdom** that starts and ends within **your period of insurance**.

United Kingdom means England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

Validation certificate means a document issued to **you** by Blue Insurance Limited that confirms **your** unique insurance policy number, the date **you** purchased this insurance policy, the dates of **your trip**, the names of all persons insured under this insurance policy and the financial limit that **you** have chosen to insure **your trip** for.

Summary of Cover

Cover Level	Financial Limit (per trip)	Excess (per trip)
Premier	Up to €750	20% of your claim settlement
Premier Plus	Up to €1,500	10% of your claim settlement

This insurance policy provides cover for the reasons shown under the 'what is covered' section below and the financial limit applies per **trip** during **your period of insurance**. This insurance policy provides cover for **cancellation and curtailment** for specific reasons only. Please note that even if **you** claim for a reason that is unforeseen or out of **your** control, there is no cover under this insurance policy unless the reason is listed under the "what is covered" section below. This should be read together with the 'what is not covered and general exclusions' and 'special conditions relating to all claims' sections to make sure that **you** understand the conditions and exclusions that apply to this policy.

Please also note that when **we** calculate **your** claim settlement amount, **we** will deduct the financial value of **your excess** percentage as stated **your validation certificate**.

What is Covered

We will pay **you**, up to the amount of **your** cover level, for **irrecoverable** and unused accommodation and **public transport** travel costs, which **you** have paid or are contracted to pay, if **your trip** within the Republic of Ireland or the **United Kingdom** is cancelled or **curtailed** as a direct result of one of the following events occurring:

1. The death, **bodily injury, serious illness of you or your travelling companion**.
2. The death or hospitalisation as an in-patient of **your close relative**.
3. **You or your travelling companion(s)** receiving a diagnosis for **Covid** and not being able to travel on the **trip**.
4. **Your** booked accommodation is required to close after **you** have checked in at **your** booked accommodation because of **you**, a guest(s) or employee(s) being diagnosed with **Covid** within that accommodation location.
5. **You or your travelling companion(s)** being required to attend jury service or being called as a witness at a Court of Law in the Republic of Ireland.
6. In the event of burglary at **your home** within 48 hours of **your** booked departure date and the Gardaí have requested **you** to stay at **your home**.
7. In the event of burglary at **your home** and the Gardaí request that **you curtail** earlier than intended.

Special Conditions Relating to all Claims

1. If **you** fail to notify your travel agent, tour operator or accommodation provider, at the time it is found necessary to cancel **your trip**, **our** liability shall be restricted to the **cancellation** charges that would have applied had failure not occurred.
2. If **you** cancel the **trip** due to **bodily injury or serious illness** **you** must provide a medical certificate from a **medical practitioner** stating that this necessarily and reasonably prevented, **you** from travelling.
3. **We** will only consider claims relating to **Covid** that are supported with confirmation of a diagnosis from **your medical practitioner** or the Department of Health.

What is Not Covered and General Exclusions

1. The **excess**.
2. Any accommodation or **trip** which is due to start within 7 (seven) days of the issue date of this insurance contract, as stated on **your validation certificate** from Blue Insurance Limited.
3. Any claim arising directly or indirectly from **your or your travelling companion(s)** redundancy.
4. Any claim arising directly or indirectly from circumstances known to **you** prior to **you** purchasing this insurance **policy** or booking the **trip** (whichever is the earlier) which could reasonably have been expected to give rise to the **cancellation or curtailment** of the **trip**.
5. Accommodation paid for using any reward scheme.
6. Any claim associated with **you** staying with a friend or a **close relative** at their home address.
7. Any claim arising directly or indirectly because of **your** failure to comply with the "Health Conditions Applicable to This Insurance Policy" section of this policy wording.
8. **You** are not covered for **cancellation or curtailment of your trip** for any reason other than the reasons and circumstances explicitly listed.
9. Any claim arising directly or indirectly if **you** are suffering from stress, anxiety, depression or any other mental or nervous disorder.
10. Any claim arising directly or indirectly because of the financial failure of any entity associated with **your** accommodation or the booking of **your trip**.

We will not pay for claims arising directly or indirectly from:

1. **You** not meeting the eligibility section of this insurance contract.
2. Losses arising from prohibitive regulations by the government of any country and/or mandatory government closure.
3. **You or your travelling companion(s)** or **close relative** having symptoms associated with **Covid** at the time of buying this insurance policy or booking a **trip**.
4. **You or your travelling companion(s)** or **close relative** are awaiting results after undertaking a **Covid** test at the time of buying this insurance policy or booking a **trip**.
5. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, nuclear, chemical or biological attack.
6. **Your** suicide or attempted suicide.
7. **You or your travelling companion(s)** self-inflicted **bodily injury or serious illness**.
8. **You or your travelling companion(s)** solvent abuse, alcohol abuse or the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a **medical practitioner**, but not for the treatment of drug addiction).
9. **You or your travelling companion(s)** self-exposure to needless peril (except in an attempt to save human life).
10. Consequential losses of any kind (for example, loss or earnings if **you** cancel or **curtail your trip**).
11. Any claim that results from a travel directive issued by the Travel Advice Unit of the Department of Foreign Affairs.
12. Any costs that **you** cannot evidence by supplying **us** with a receipt, invoice or a bill.
13. Any claim relating to a **cancellation**, a delay or a missed departure caused by the failure of the **public transport** provider.
14. The insolvency / bankruptcy / liquidation of any accommodation provider, tour operator, travel agent, airline, or transportation company.
15. **Your** loss of enjoyment.
16. Any claim for travel costs incurred to reach **your home** if **you** had not purchased a travel ticket before the incident giving rise to **your** claim occurred.

Health Conditions Applicable to This Insurance Policy

You must comply with the following conditions to have full protection under this insurance policy. If **you** do not comply, **we** may at **our** option cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim.

It is a condition of this policy that **you** or **your travelling companion(s)** will not be covered for any claims arising directly or indirectly from:

- A. At the time of buying this insurance policy:
 - 1) **You or your travelling companion(s)** having symptoms of **Covid** or are awaiting results of a **Covid** test.
 - 2) Any **medical condition(s)** for which **you** or a **close relative** or a **travelling companion(s)** have not had a diagnosis.
 - 3) Any **medical condition(s)** for which **you** or a **close relative** or a **travelling companion(s)** have received a terminal prognosis.
 - 4) Any **medical condition(s)** for which **you** or a **close relative** or a **travelling companion(s)** are on a waiting list for or have the knowledge of the need for surgery, in-patient treatment or investigation at a **hospital**, clinic or nursing home.
- B. **You** will not be covered at any time for:
 - 1) Any **medical condition(s)** for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**.
 - 2) Pregnancy or childbirth where **you** do not experience a **complication of pregnancy and childbirth** as defined by this insurance policy.

Claims Conditions

How to Claim

Please contact **our** Claims Department by phone on (+353) 1 533 7392 or by email claims@white-horse.ie to register **your** claim, and please have the following information to hand:

- Name of **Your** policy – please quote Blue Staycation Insurance
- Policy Number
- Value of claim
- Brief circumstances
- Travel dates
- Incident date

You or **your** legal representative(s) must supply at **your** own expense all information, evidence and medical certificates as required by **us**. **We** reserve the right to require **you** to undergo an independent medical examination at **our** expense.

Complaints Procedure

How to Complain

We know that sometimes, no matter how hard **we** try, **we** don't always get it right. If **we** give **you** cause for complaint, it's important that **you** know that **we** are committed to providing **you** with an exceptional level of service and customer care. When this happens, **we** want to hear about it so that **we** can try to put things right.

Initiating **your** complaint.

Does **your** complaint relate to:

- A) The sale of **your** insurance policy?
- B) A claim on **your** insurance policy?

If A, **you** need to contact Blue Insurance Limited.

If B, should **you** have any query or complaint regarding the way **your** claim has been dealt with, in the first instance please contact:

The Customer Experience Manager
White Horse Insurance Ireland dac
First Floor, Rineanna House
Shannon Free Zone
Shannon
County Clare
V14 CA36
Republic of Ireland
Email: complaints@white-horse.ie

Depending on the type of complaint, either Blue Insurance Limited or The Customer Experience Manager of White Horse Insurance Ireland dac will issue **you** with a final response to **your** complaint.

If **you** remain dissatisfied with this final response, **you** have the right to make an appeal to the Financial Services and Pension Ombudsman.

The Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29,
Republic of Ireland.
Phone: +353 1 567 7000
Email: info@fspoi.ie
Website: www.fspoi.ie

Data Protection

Data Protection Notice – Blue Insurance Limited

Blue Insurance Limited and its associated companies are committed to protecting **your** privacy and personal information at all times and ensure that all personal data processed by Blue Insurance Limited in the course of administering **your** policy is done so in compliance with the relevant data protection legislation.

To administer **your** policy Blue Insurance Limited will process and store information about **you** provided by **you**.

This notice applies to anyone who is insured under this Insurance policy and whose personal information may be processed for the provision of insurance and related services. Personal information may be used by Blue Insurance Limited for the purposes of arranging **your** policy; including but not limited to customer service, analysis, complaints handling and the detection and prevention of crime. The information **you** have supplied will also be passed to the Underwriter for fulfilment of **your** insurance contract and for claims purposes. Please refer to the Data Protection section contained below for further details on how the underwriter processes **your** data.

You have various rights in relation to personal information that is held by Blue Insurance Limited, including the right to request access to **your** personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information. Please note that some of the above rights are subject to limitations in order for Blue Insurance Limited to comply with legal or regulatory obligations.

This notice explains certain aspects of how Blue Insurance Limited use **your** information and what rights **you** have in relation to **your** personal information, however **you** can obtain more information about how Blue Insurance Limited use **your** data by reviewing the full Privacy Policy (<https://www.blueinsurance.ie/PrivacyPolicy/IE/>).

Data Protection Notice – White Horse Insurance Ireland dac

White Horse Insurance Ireland dac holds **your** personal information in accordance with all applicable data protection laws.

To administer **your** policy White Horse Insurance Ireland dac will collect and use information about **you** provided by **you** and Blue Insurance Limited. This notice applies to anyone who is insured under this insurance policy and whose personal information may be processed for the provision of insurance and related services.

Personal information may be used by **us** for the purposes of administering **your** policy; including decision making on provision of insurance cover, underwriting, processing and claims handling. **We** may also use **your** personal information for other related matters such as customer service, analysis, complaints handling and the detection and prevention of crime. The information **you** have supplied may be passed to other insurers and reinsurers for underwriting and claims purposes or to other third-party service providers used by **us** in fulfilling **your** insurance contract.

We may send **your** personal information in confidence to other companies who provide services to **us** for processing and storage. This may necessitate sending data to countries outside of the European Economic Area that do not have equal levels of privacy legislation. When **we** do this, **we** will ensure that **we** transfer the data securely and according to regulatory requirements. Through **your** purchase of this insurance policy, **you** consent to such use of **your** personal data.

You have various rights in relation to personal information that is held by **us**, including the right to request access to **your** personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how **we** use **your** information and what rights **you** have in relation to **your** personal information, however **you** can obtain more information about how **we** use **your** data by reviewing **our** full privacy policy. **Our** privacy policy is available to read on **our** website www.whitehorseinsurance.eu although **you** can also email a request to **us** at customerservice@white-horse.ie or by writing to the Data Protection Officer, White Horse Insurance Ireland dac, First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, V14 CA36, Republic of Ireland.

Your data will be treated in accordance with **our** privacy policy.