



Learner protection insurance Policy wording



Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Complaints procedure

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact O'Driscoll O'Neil customer relations in writing at:

O'Driscoll O'Neil, 17/18 Herbert Place, Dublin 2. Phone +3531 639 5800. Email info@odon.com

If **you** have any questions or concerns about the terms of **your policy** or the decisions regarding the settlement of a claim, please contact **our** customer relations team in writing at:

Hiscox Customer Relations, 3rd Floor, Mallard House, Kings Pool, 3 Peasholme Green, York, YO1 7PX, United Kingdom or by telephone on +44 (0) 1904 681 198 or by email at customer.relations@hiscox.com.

Should you remain dissatisfied with the final response or if you have not received a final response within forty business days of the complaint being made, you may refer your complaint to the Financial Services Ombudsman (FSO). The contact details are as follows:

Financial Services Ombudsman
3rd Floor Lincoln House, Lincoln Place
Dublin 2, Ireland
Phone: +353 1 6 620 899
Email: enquiries@financialombudsman.ie

The complaints handling arrangements above are without prejudice to your rights in law.

Policy definitions

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

Academic course

An educational programme validated by **QQI**, or approved under **ILEP**, and to which the **QQI** and **ILEP** Protection of Enrolled Learners policy and related procedures apply, for which monies have been paid by **you** or on **your** behalf.

ACELS

Accreditation and Co-ordination of English Language Services.

Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.

Cost of alternative tuition

The cost of arranging **your** transfer, and the payment of fees, to an alternative **education provider** agreed by **us** to accommodate **you** on an alternative **academic course**.

Education provider

Unless exempted under the Qualifications and Quality Assurance (Education and Training) Act 2012, all private, voluntary and public providers of **QQI** or **ACELS** validated educational, training courses (or those with delegation of authority to make awards), or colleges approved under the **ILEP** that charge fees and offer programmes of three months or longer.

Endorsement

A change to the terms of the **policy**.

Insured event

The insolvency or winding up of an education provider.

ILEP

Interim List of Eligible Programmes, as agreed by the Irish Naturalisation and Immigration Service.

Nuclear risks

- a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
- b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;
- c. all operations carried out on any site or premises on which anything in a. or b. above is



Learner protection insurance Policy wording



	located.
O'Driscoll O'Neil	The policy administrator authorised and regulated by the Central Bank of Ireland
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
QQI	Quality and Qualifications Ireland, a state agency established in November 2012 by the Qualifications and Quality Assurance (Education and Training) Act 2012.
Terrorism	<p>An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:</p> <ol style="list-style-type: none">is committed for political, religious, ideological or similar purposes; andis intended to influence any government or to put the public, or any section of the public, in fear; and<ol style="list-style-type: none">involves violence against one or more persons; orinvolves damage to property; orendangers life other than that of the person committing the action; orcreates a risk to health or safety of the public or a section of the public; oris designed to interfere with or to disrupt an electronic system.
Unexpired fees	The unexpired portion of tuition fees paid by you or on your behalf to your original education provider for your original academic course .
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	Hiscox Underwriting Limited on behalf of Hiscox Insurance Company Limited. Hiscox Underwriting Limited is authorised and regulated by the Financial Conduct Authority and Hiscox Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
You/your	The person named as the insured in the schedule, who has enrolled on an academic course and is still enrolled on it at the time of an insured event .
What is covered	<p>We will pay the cost of alternative tuition as a direct result of an insured event occurring during the period of insurance.</p> <p>If we are satisfied that an alternative academic course is not available, we will provide you with a refund of unexpired fees.</p>
What is not covered	<p>We will not make any payment for any cost of alternative tuition or unexpired fees:</p> <ol style="list-style-type: none">as a result of a default or financial failure of any transport or accommodation provider.as a result of your disinclination to travel.as a result of strike or industrial action, mechanical breakdown or the failure of any means of transport (other than disruption of road and rail services by avalanche, snow or flood) which existed or the possibility of which existed and for which advance warning had been given before the date on which your academic course was booked.as a result of your failure to obtain a visa.due to your bankruptcy.arising from any deliberate, criminal or fraudulent act or omission by you.where your or our right of recovery is restricted by any contract.



Learner protection insurance Policy wording



8. due to **war, terrorism, confiscation or nuclear risks.**

How much we will pay

The most **we** will pay for the total of all **cost of alternative tuition or unexpired fees** during the **period of insurance** is the aggregate limit of indemnity shown in the schedule.

Conditions

Information	1. In agreeing to insure you and in setting the terms and premium, we have relied on the information that has been given to us . You must tell us as soon as reasonably possible of any change in circumstances that may affect this policy of which you become aware during the period of insurance . When we are notified of a change we will tell you if this affects your policy .
Premium payment	2. We will not make any payment under this policy until the premium has been paid to us .
Termination	3. If you cease to be enrolled on your academic course this policy will automatically terminate from that date. The premium we have charged for this policy is a minimum premium so no proportion of it will be refunded if the policy is terminated or if you decide to cancel the policy .
Other insurance	4. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.
Governing law	5. Unless some other law is agreed in writing, this policy will be governed by the laws of Ireland.
Arbitration	6. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. The arbitrator will be an experienced member of the Irish Bar. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland.

Claims conditions

Your obligations	1. We will not make any payment under this policy unless you : <ol style="list-style-type: none">give us, through O'Driscoll O'Neil prompt notice of anything which is likely to give rise to a claim under this policy; andgive us, through O'Driscoll O'Neil, at your expense, any information which we may reasonably require and co-operate fully in the investigation of any claim under this policy.
False claims	2. You must give us , through O'Driscoll O'Neil all assistance which we may reasonably require to pursue recovery of amounts we may become legally liable to pay under this policy , in your name but at our expense. 3. If you have made a false claim under this policy , we can refuse to pay the claim or we can treat this insurance as though it had never existed.

O'Driscoll O'Neil Group

O'Driscoll O'Neil Ltd and O'Driscoll O'Neil Life & Pensions Ltd which forms part of the O'Driscoll O'Neil Group and are regulated by the Central Bank of Ireland. Head office 17 Herbert Place Dublin 2. Registered office 39 -40 Upper Mount Street, Dublin 2. Registered in Ireland , Number 98551. Phone 01 6395800 – Fax 01 639 5850 – Email info@odon.com – Web www.odon.com

Central Bank of Ireland Authorisation

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd, which forms part of the O'Driscoll O'Neil Group of companies, is registered as an Authorised Adviser by the Central Bank, under the Investment Intermediaries Act 1995 (as amended) and an Insurance Intermediary under the European Communities Insurance Mediation Regulations 2005. Copies of our Authorisations are available on request; alternatively the Central Bank of Ireland holds registers of regulated firms which can be viewed on their website www.centralbank.ie . O'Driscoll O'Neil Ltd is also authorised by the Competition & Consumer Protection Commission as a Credit Intermediary.

Statutory Codes of Conduct

O'Driscoll O'Neil Group is subject to and complies with the following, Life Assurance (Provision of Information) Regulations 2001 (Insurance intermediaries), Distance Marketing Regulations 2004, Consumer Protection Code, Investor Compensation Scheme, Fitness & Probity and Minimum Competency Standards, Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 and Data Protection Acts 1998 & 2003. These codes offer protection to the consumer and can be found on the Central Bank website www.centralbank.ie.

Services

O'Driscoll O'Neil Ltd provides a full range of insurance advice on an impartial basis to the corporate and personal sectors including the placing of insurance contracts and related claims handling and risk management services. O'Driscoll O'Neil L&P Ltd, also offer advice on life, pensions, investments, and financial products on an impartial basis. We do not have a tied relationship with any product producer which would compromise our ability to provide you with impartial advice and choice.

Products

O'Driscoll O'Neil is in a position to offer our clients a wide range of Insurance and Investment products. This list encompasses the following products for General Non Life, Household, Motor, Property, Liability, Marine, Aviation, Personal Accident/Medical Legal Expenses, but not restricted to this list. Life: Life Assurance, Premium Finance, PHI, Critical Illness, Bonds, PRSA's, Pensions, Deposits, Group Schemes again not restricted to this list.

Inception & Renewal

We can receive and transmit instructions on your behalf, new business, renewal, mid-term alterations for products from each insurance company or financial service provider with whom we hold an agency. This list is available on our website www.odon.com. We will also offer you assistance in processing claims and policies taken out through O'Driscoll O'Neil. This assistance is provided either directly by our staff or/and with the assistance of an appointed loss assessor.

Important Notice: To ensure continuity of cover, where you have an existing policy which is due to expire and we have been unable to contact you, we may put continuing cover in force whilst awaiting your instruction. You will be liable for any premiums payable to the relevant insurer for the period of time between renewals and when we receive your instruction. You have the right not to avail of this service and should advise us accordingly.

Fair Analysis

We provide our services on the basis of fair analysis of the market. This mean that we research the market on your behalf and recommend the products that, in our professional opinion, are best suited to your own needs and objectives.

Fair Analysis – Health Insurance

While we can provide you with a fair analysis of your health insurance needs, comparing and contrasting the various plans that are available on the market, we can only place your business with Aviva Health Insurance Ireland.

Premium Finance

As a Credit Intermediary O'Driscoll O'Neil Ltd can if requested arrange premium finance for your Insurance

Insurance Schemes

We have agreed special packages (Insurance schemes) with specific product producers for particular types of cover and for members of professional, sports, trade or representative associations. The packages and product producers are selected following a thorough and fair analysis of the market and an assessment that they are most suitable for typical consumers of that type of cover or for members of those associations. This is carried out on a periodic basis. Where we assess consumers as being eligible for these packages, they are considered as being analysed as part of a group.

Binding Authority

We have entered into binding authority agreements with some insurers. These agreements enable us to accept insurance business on the insurers behalf, in accordance with the insurers underwriting guidelines. Under these agreements we act as an agent of the insurer in some regards.

Remuneration Policy

O'Driscoll O'Neil Ltd and O'Driscoll O'Neil (L&P) Ltd is remunerated by a combination of Professional Fees, Administration Fees and Commission.

Commission

We are usually remunerated by commission paid to us by Product Producers. The commission compensates us for the work involved in placing an order and finalising the product with them on your behalf. The amount of commission will vary depending on the product type and product producer. Details of the commission earned on your policy will be disclosed at your request. Some product producers pay commission that is not related to the placement of individual policies with them but are based on other factors such as the volume of business introduced to them over time.

Fees and Charges

Professional fees are based on the initial work activity a time spent in seeking the best terms, advice, product and product producer for your specific needs. An administration fee may also be charged for the activity involved in the renewal of the policy and also any alterations that take place during and at termination of a policy. The minimum administration/professional fee is €20.

Remuneration Policy – Products distributed via the Internet

O'Driscoll O'Neil may charge an administration fee in relation to Insurance sold via the Internet. Additionally the price detailed can include an administration fee charged by the associated organisation or facility. The price quoted also includes the 5% government levy. Administration fees vary depending on the Insurer providing cover, the product and the period of Insurance. Full details are available via the web in our Terms and Conditions section.

Default/Remedies

All insurances are affected on express condition that, pending receipt of the premium from the insured, the company reserve the right, notwithstanding delivery of policy or certificate of receipt to the insured, to cancel the policy, obtain a refund from the Insurers and apply this refund to the amount due by the Insured. Central Bank regulations mean that we cannot pay Insurers premiums which have not been paid to us.

Some Insurers may include, as a term of the insurance a settlement due date or, in some cases, a warranty under the terms of which the premium must be paid to them by a certain date/dates. We inform our Clients of any such requirements and the relevant date/dates in good time to enable the payment terms to be met. Failure to comply with the exact terms of a warranty may mean the Insurers obligations under the policy will be automatically terminated. When paying premiums, you must specify the transaction to which the payment applies. In the absence of specific instructions, we will allocate the payment to the longest outstanding transaction on your account and after that, to the earliest transaction due to the Insurers.

Client Rebates

In the event of policy cancellation when a refund is received from the insurance provider, on condition that the premium is paid in full, we will refund our client within 5 working days. If our client wishes, we can credit the clients account with such an amount. In accordance with the consumer protection code we may not charge an administration fee on such a transaction or apply the credit to another transaction without your written consent.

Failure to Pay/Default

We reserve the right to instigate cancellation proceedings in following circumstances:

- Your non payment of the premium due, renewal or following a mid term adjustment.
- Your bank returns your cheque due to insufficient funds.
- Instruction received from the Insurance Premium Finance Company for non-payment/arrears.
- Failure to comply with policy conditions imposed by insurers.
- Non Disclosure of relevant information
- Insurer imposed cancellation

Your insurer may cancel your policy in certain circumstances. These conditions are clearly outlined on all policy documents.

Insurance Premium Handling

Receipts

A Section 30 receipt will be issued for all monies received. These receipts are issued for our clients protection and should be held safely by the client.

Handing Clients Money

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd accept payments by cash, cheque and major credit card in respect of all classes of insurance and assurance contracts in circumstances as set out under section 25G of the Investments Intermediaries Act 1995. We are not authorised to accept cash or negotiable instruments in any other circumstances.

Credit Terms

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd are obliged as Authorised Advisors to operate a policy of strict credit control. Premiums must therefore be paid in full on or before the renewal/ inception/ alteration date of the cover. In order to protect the interests of our clients, O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd are prevented from paying any premiums to Insurers, which have not been paid to O'Driscoll O'Neil Ltd and/or O'Driscoll O'Neil (Life & Pensions) Ltd. We can arrange suitable Premium Finance with an approved institution, subject to terms & conditions. Any bank fees charged on unpaid cheques will be charged to the client and are payable in full with all other outstanding balances. No agency transfer may be effected until the account is cleared in full.

Cooling Off Period

A consumer who purchases an insurance policy over the phone or through the internet, without any face-to face contact with O'Driscoll O'Neil Ltd or O'Driscoll O'Neil (Life & Pensions) Ltd, has the right to withdraw from that insurance policy within 14 days of the start date of the policy without penalty or without giving any reason in the case of life and personal pensions 30 days, this is known as the Cooling Off Period. The right of withdrawal may be exercised by notice in writing to O'Driscoll O'Neil, quoting your policy number. Should the right be exercised the Insurance Company may charge a pro rata premium for the period you are on cover. If the cover is for motor insurance the premium can't be refunded until the Certificate of Insurance and Disc have been returned to O'Driscoll O'Neil, with a declaration that the insured person and insured vehicle have not been involved in any accident or incident during the cooling off period.

Cancellation

You the customer can cancel your policy by notice in writing at any time. Provided that all reasonable charges pertaining to costs incurred by O'Driscoll O'Neil have been paid and that no incident giving rise to a claim has occurred in the current period of insurance. You may be entitled to a proportionate return of the premium for the un-expired period of insurance unless the policy is on a minimum and deposit basis, if this is the case no return will be allowed and this will be noted on your schedule. If you cancel during the first year (outside the cooling off period) short term rates apply, please see policy terms and conditions. IN the case of cancellation of motor insurance you must return the Certificate of Insurance and the Windscreen Disc. Insurance companies normally reserve the right to cancel policies at any time by giving appropriate notice to your last known address, please refer to your policy terms and conditions for this detail.

Documentation

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd will issue all relevant Insurers documents to its clients. These should be read to ensure that they are in accordance with the insurance requirements.

It is also of vital importance that these documents be retained in a safe place, as these documents are the basis of the contract between the Insured and the Insurer. We will issue summaries of covers for the benefit of their clients. These summaries are not intended to be a definitive interpretation of the policy cover, terms and conditions. For the full details of the cover, terms and conditions please refer to the policy documents.

Retention of Documentation

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd will retain records of the Insurance contracts(s) we arrange on your behalf. We will retain these records for a period of 6 years from the date of the transaction.

The Criminal Justice (Money Laundering & Terrorist Financing) Act 2010

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd are required to comply with the legislation in respect of Money Laundering and Terrorist Financing and are therefore required to seek information from all new clients to comply with the provisions of this legislation. A fact find will be completed both to comply with this legislation and in addition to ensure that the covers are arranged to offer the best protection available in the market.

Written Appointment from Product Providers

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd hold letters of appointment from all of the main Insurers. O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd also hold letters of appointment to transact business with other brokers under the Central Bank regulations. As the Insurance markets are continually changing, a detailed list of these Product Producers is available on request or on our website (www.odon.com).

Policy in Relation to Conflicts of Interest

It is the policy of the firm to avoid any conflict of interest when providing services. However, should an unavoidable conflict arise, we will advise you of this prior to providing advice or arranging a transaction on your behalf. If you have not been advised of any such conflict you are entitled to assume that none arises.

Data Protection

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd is a Data Controller as defined in the Data Protection Act 1988 and 2003. We collect your personal details in order to provide the highest standard of service to you. We take great care with the information provided; taking steps to keep it secure and to ensure it is only used for legitimate purposes. To fulfil these objectives

we may share information with other affiliated professionals with your permission. The information and other data provided to our office may be used to advise you of products and services we may offer from time to time. If you do not wish to receive this data please advise us.

You have the right at any time to request a copy of any 'personal data' within the meaning of the Data Protection Act 1988(as amended or re-enacted from time to time) that our office holds about you and to have any inaccuracies in that information corrected. Please write to O'Driscoll O'Neil should you require a copy of this data.

Call Recording

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd records all telephone calls, inbound and outbound, for regulatory, quality, training and verification purposes. All data captured by this facility is managed in accordance with the Data Protections Acts.

Complaints Procedure

We have a written procedure in place for the effective consideration and handling of complaints. In the event that a customer wishes to make a complaint against O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions Ltd), he/she should contact the Managing Director at 17/18 Herbert Place, Dublin 2. We will acknowledge the complaint within 5 working days of receipt and will provide regular updates on the progress of our investigations, not more than 20 days intervals. We will endeavour to resolve the complaint within 40 business days and findings will be furnished to your within 5 working days. If you are not satisfied with the outcome of our review of the complaint, you are entitled to refer the matter to –

- The Irish Brokers Association (IBA), 87 Merrion Square, Dublin 2
Telephone – 01 6613067 e-mail info@iba.ie Opening Hours: Monday – Friday 9am-5pm
- Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 (Lo-Call Number 1890 88 20 90) or the
- Pensions Ombudsman, 36 Upper Mount Street, Dublin 2 (01 6471650), as appropriate

Consumer Protection

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd are members of the Investor Compensation Company Ltd. (ICCL) Scheme established under the Investor Compensation Act 1998. The Legislation provided for the establishment of a compensation scheme and to the payment in certain circumstances of compensation to certain client of firms (known as eligible investors) covered by the Act. IN the event that a right to compensation is established, the amount payable is the lesser of 90% of the client loss or €20,000.

We are also member of the IBA Compensation Fund Ltd. Subject to the rules of the schemes the liabilities of its member firms are covered up to a maximum of €100,000 per client for a single claim (€250,000) in aggregate may be discharged by the fund. We also hold €20,000,000 in Professional Indemnity Insurance cover for error and omissions.

Licensed and Approved Insurers

O'Driscoll O'Neil Ltd & O'Driscoll O'Neil (Life & Pensions) Ltd will only transact and recommend Insurers who are licensed by the Department of Trade Enterprise and Employment or EU insurers and who are also approved under the EU directives on the freedom of services and which must comply with the solvency and security legislation on their local member state.

Duty of Disclosure and your responsibilities

It is your responsibility to provide complete and accurate information when arranging an insurance policy or making an application for premium finance. Failure to disclose any "material fact" either when making an application or subsequently, may render your insurance void. A "material Fact" is a fact which would influence the decision of an insurer, either with respect to writing coverage, settling a loss or determining a premium. An example list of material facts would include all previous claim, accidents and incidents, convictions, driving licence endorsements and penalty points, whether your property is of non-standard construction, whether your property is unoccupied etc. You will find more detailed information on the Duty of Disclosure on your renewal notice and is available on our website www.odon.com. Always ask if you are unsure of any facts. Attention should be paid to any warranties and conditions of your policy as failure to comply with them could invalidate your policy. You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

Signed		Date	
Print Name			
Client Number			