

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

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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 StudyandProtect customer relations in writing at:

Studyandprotect, 17/18 Herbert Place, Dublin 2. Phone +3531 639 5800. Email info@studyandprotect.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, Hiscox Customer Relations, The Hiscox Building, Peasholme Green, York YO1 7PR, 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 programme

A programme of education and training as defined in the **Act of 2012** and to which Part 6 of the **Act of 2012** applies, for which monies have been paid by **you** or on **your** behalf.

Act of 2012

The Qualifications and Quality Assurance (Education and Training) Act 2012.

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 an alternative academic programme

The cost of arranging **your** transfer, and the payment of **fees**, to an alternative **education provider** agreed by **us**, in conjunction with **QQI**, to accommodate **you** on a similar **academic programme**, as required by section 65 of the **Act of 2012**.

Education provider

A provider as defined in Part 1 of the **Act of 2012** which, unless exempted under the **Act of 2012**, charges **fees** and offer programmes of three months or longer.

Endorsement

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

Fees

The monies paid to the **education provider** in respect of the **academic programme** including tuition fees, registration fees, examination fees, library fees, student services fees and any other fees which relate to the provision of education, training and related services, provided all such fees have been advised to **us** and are shown in the schedule.

Insured event

- a. The insolvency or winding up of an **education provider**; or
- b. the failure of an education provider to promptly refund you should the education provider cease or fail to provide the academic programme.
- 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.

Nuclear risks

- 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 located.

StudyandProtect	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 Act of 2012 .
Terrorism	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: <ul style="list-style-type: none"> a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and c. <ul style="list-style-type: none"> i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or iv. creates a risk to health or safety of the public or a section of the public; or v. is designed to interfere with or to disrupt an electronic system.
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 programme and is still enrolled on it at the time of an insured event .

What is covered If an **insured event** occurs during the **period of insurance**, **we** will provide you with a refund of the **fees** you have paid. However, if **we** are satisfied that a similar **academic programme** is provided by another **education provider**, **you** may, at **your** option, choose to receive instead the **cost of an alternative academic programme**.

What is not covered **We** will not make any payment for any **cost of an alternative academic programme**, or any refund of **fees you** have most recently paid:

1. as a result of a default or financial failure of any transport or accommodation provider.
2. as a result of **your** disinclination to travel.
3. 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 programme** was booked.
4. as a result of **your** failure to obtain a visa.
5. due to **your** bankruptcy.
6. arising from any deliberate, criminal or fraudulent act or omission by **you**.
7. where **your** or **our** right of recovery is restricted by any contract.
8. due to **war, terrorism, confiscation** or **nuclear risks**.

How much we will pay

The most **we** will pay under this **policy** in total for the **cost of an alternative academic programme** or refund of **fees** as a result of an **insured event** during the **period of insurance** is the aggregate limit of indemnity shown in the schedule.

Conditions

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| 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 programme 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

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| Your obligations | 1. We will not make any payment under this policy unless you :
<ul style="list-style-type: none"> a. give us, through StudyandProtect prompt notice of anything which is likely to give rise to a claim under this policy; and b. give us, through StudyandProtect, 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 StudyandProtect 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. |

