International Student Accident & Repatriation Insurance

Your policy document

CHUBB®

Accident & Health

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Welcome

Introduction

All parts of the Policy should be read to make sure they meet requirements and that all the terms, conditions and exclusions are understood. Any changes or queries should be advised to the insurance intermediary shown in the Schedule or to the local Chubb contact.

The parts of this Policy are;

- Introduction and the Insurance Agreement
- **Chubb Assistance**
- Policy Definitions
- What the Policy covers and
- What the Policy does not cover
- Policy Conditions
- Claims information
- Complaints procedures and regulatory information
- Policy Schedule

Insurance Agreement

The **Insured** and Chubb European Group SE, agree that:

The **Insured Persons** will pay the **Premium**.

We will subject to the terms, conditions and exclusions of this Policy, provide the Insurance in the manner and to the extent set out in this Policy.

This Policy, the Policy Schedule(s) and endorsements, if any, shall be read together as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.

Law Applicable to Contract

This Policy shall be governed by and construed in accordance with the Law of the Republic of **Ireland** and the **Irish** Courts alone shall have jurisdiction in any dispute. The language of this Policy and all communications relating to it shall be in the English language.

James Duncan
Authorised Official
For Chubb European Group SE

Who we are

This policy is arranged and administered by Arachas. Arachas Corporate Brokers Limited t/a Arachas, Capital Insurance Markets, Capital IM, Covercentre is regulated by the Central Bank of Ireland. Company registration number: 379157

This policy is underwritten by Chubb European Group SE. Chubb European Group SE trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised by the Autorité de contrôle prudentiel et de résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules. Registered in Ireland No. 904967 at 5 George's Dock, Dublin 1. Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662.

Chubb European Group SE is a subsidiary of a US parent and Chubb Limited (a NYSE listed company) and part of the Chubb Group of companies. Consequently Chubb European Group SE is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities, and from insuring certain types of activities in or connected with certain countries and territories such as, but not limited to, Iran, Syria, North Korea, North Sudan, Cuba and Crimea.

Contact information

Chubb Claims

T (01) 440 1700
E irelandenquiries@chubb.com

Holiday Medical Emergency

T +353 (0)1 440 1762

Financial Services and Pensions Ombudsman

T (01) 567 7000
E info@fspo.ie
W www.fspo.ie

Please keep this Policy in a safe place. It may be needed for reference if a claim is made.

Policy Schedule

MediCover Student Personal Medical Expenses	
Policy Number:	IEBOTA14457
Intermediary:	Arachas Corporate Brokers Limited t/a Arachas, Capital Insurance Markets, Capital IM, Covercentre. The Courtyard,Carmanhall Rd, Sandyford Business Estate, Sandyford, Dublin 18, D18 X377
Period of insurance:	From: 2nd October 2021 To: 1st October 2022 and any further period for which Chubb shall agree to accept premiums.
Insured:	
Address:	
Business Description:	
Premium:	€68.25 *(including 5% Gov Levy)* per **Insured Person**. Chubb reserves the right to amend the **Premium** if the rate of Government Levy changes. Any additional charge payable reflects the Intermediary's administration fee.
Declarations:	The **Insured** must, within 15 days of the end of each month, forward a declaration containing details of, and the premiums paid by, **Insured Persons** (who have booked courses with the **Insured** during that month and who have elected to take out this insurance) to the Intermediary for onward transmission to Chubb.

Policy Schedule (continued)

Category A	Category B	Category C
Insured Persons: Any student, whose **Country of Origin** is outside the **European Economic Area** (the Principal **Insured Person**) who has chosen to participate in the **Insured's** International Student Accident & Repatriation Insurance. **Journey:** Whilst attending an academic course with the **Insured** in **Ireland** which: a) commences during the **Period of Insurance** upon arrival in **Ireland** up to a maximum of 7 days prior to the commencement of such course; b) may include periods not exceeding 14 days in total in any one **Period of Cover** during which the **Insured Person** may travel on **Holiday** from **Ireland** to any country within **Europe**; c) and ceases: i) within a maximum of 7 days after the completion of the course; or ii) following emergency repatriation only, on the date of arrival in hospital in the **Insured Person's Country of Origin**.	**Insured Persons:** Any **Partner**, of a person described in Category A when the Intermediary and Chubb and agree to include such person in this insurance. **Journey:** Whilst accompanying a person described in Category A. The Journey: a) commences during the **Period of Insurance** upon arrival in **Ireland** up to a maximum of 7 days prior to the commencement of the course for which the person described in Category A is enrolled and; b) whilst accompanying a person described in category A on a **Holiday** and; c) ceases: i) within a maximum of 7 days after the completion of the course; or ii) following emergency repatriation only, on the date of arrival in hospital in the **Insured Person's Country of Origin**.	**Insured Persons:** Any **Child** of a person described in Categories A or B when the Intermediary and Chubb agree to include such person in this insurance. **Journey:** Whilst accompanying a person described in Category A. The Journey: a) commences during the **Period of Insurance** upon arrival in ireland up to a maximum of 7 days prior to the commencement of the course for which the person described in Category A is enrolled and b) whilst accompanying a person described in category A on a **Holiday** and; c) ceases: i) within a maximum of 7 days after the completion of the course; or ii) following emergency repatriation only, on the date of arrival in hospital in the **Insured Person's Country of Origin**.

Schedule of Benefits

Section	Benefit Amount	Excess
SECTION 1: Emergency Repatriation Expenses (from **Ireland** to **Country of Origin**)	up to €250,000	nil
SECTION 2: Funeral Expenses 1. a) Cremation or burial charges in **Ireland** b) Transportation charges for returning Your body or ashes back to **Your Country of Origin** c) Travel & accommodation costs for up to two family members or friends	up to €7,000 (a or b) up to €3,000	nil
SECTION 3: Injury 1. Death: 2. Loss of two or more Limbs: 3. Loss of Sight in Both Eyes: 4. Loss of one Limb: 5. Loss of Sight in one Eye:	€10,000 €10,000 €10,000 €5,000 €5,000	nil
SECTION 4: Personal Liability	€2,000,000	nil
SECTION 5: Holiday Emergency Medical & Repatriation Expenses (applies to **Holidays Abroad** only – within **Europe** not exceeding 14 days in any one **Period of Cover**)	€2,000,000	€90

Important
This policy does not provide Medical Expenses Cover within Ireland

Policy Definitions

Whenever the following words or phrases appear bold, they will have the meanings as described below

€
means Euro

Abroad
Europe excluding **Ireland**

Accident & Accidental
means a sudden identifiable violent external event which happens by chance and which could not be expected, or unavoidable exposure to severe weather.

Aggregate Limit
means the maximum amount that **We** will pay per **Event** in total under this and any other policies issued by **Us** to the **Insured**.

Air Sports
Any aerial pursuits or sports including, but not limited to, the following:
1. ballooning;
2. bungee-jumping;
3. gliding;
4. hang-gliding;
5. micro-lighting;
6. parachuting;
7. paragliding; or
8. parascending;

Any One Claim
means for the purposes of the Personal Liability Section all claims or legal proceedings including any appeal against judgement consequent upon the same original cause, event or circumstance.

Bodily Injury
means injury which is caused solely by **Accidental** means and which independently of **Illness** or any other cause, occurs within 12 months from the date of the **Accident**.

Child/Children
means an **Insured Person** who is the Principal **Insured Person's** and/or their **Partner's** children, stepchildren, legally adopted children and children for whom the Principal **Insured Person** or the **Partner** is the **Parent or Legal Guardian**. To be covered by this Policy, the Child/Children must:
1. be accompanying the Principal **Insured Person** on a visit to **Ireland** to attend a course; and
2. be unmarried; and
3. depend on the Principal **Insured Person** or the **Partner**;
4. be over 3 months and under 18 years old; or be under 23 years old at the Commencement Date, if still in **Full-time Education**; and
5. approved in writing by the Intermediary and **Us** as being specially included in this insurance.

Chubb Assistance
means the travel assistance and emergency medical and repatriation services arranged by **Us**.

Country of Origin
means either:
a) the country which is the **Insured Person's** regular place of abode prior to the commencement of the **Journey**, or:
b) any country for which the **Insured Person** holds a valid passport.

Death
means death caused by **Bodily Injury**.

Doctor
means a doctor or specialist, registered or licenced to practice medicine under the laws of the country in which they practice who is neither:
1. an **Insured Person**; or
2. a relative of the **Insured Person** making the Claim,

unless approved by **Us**.

Effective Time
means the time, during a **Period of Insurance**, when an **Insured Person** is covered - as detailed in the Schedule.

Europe
means Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Isle of Man,
Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; The Republic of Cyprus), Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom, Vatican City.

European Economic Area (EEA)
means Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

Event
means all instances of loss arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place.

Excess
means the amount of each and every claim that the **Insured** or the **Insured Person** must pay, as shown in the Schedule, for the appropriate section of the Policy.

Full Time Education
means a programme of learning provided by a recognised educational body, which leads to a qualification by examination or assessment which is either:
1. full-time study; or
2. a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

Hazardous Activities
means the following activities:
1. **Air Sports** or **Winter Sports**;
2. underwater swimming or diving using any type of equipment to aid breathing;
3. climbing or mountaineering where the use of ropes or guides would

reasonably be expected;
4. pot holing;
5. hunting on horseback;
6. professional sports; or
7. racing unless this is on foot.

Holiday, Holidays
Trip(s) **Abroad** during the **Period of Cover** devoted entirely to pleasure, rest, or relaxation, where travel begins and ends in **Ireland** not exceeding 14 days in any one **Period of Cover**.

Hospital
means any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the **Insured Person** is under the constant supervision of a qualified medical practitioner.

Illness
means any illness, disease, medical complaint or medical condition which is not **Accidental Bodily Injury** and which is contracted by an **Insured Person**.

Immediate Family Member
means an I**nsured Person's** partner or fiancé (e), child (including fostered or adopted children), brother, sister, parent, step-brother, step-sister, step-parent, son-in-law, daughter-in-law.

In-patient
means an **Insured Person**, whose **Hospital** confinement is as a resident bed patient, for whom a clinical case record has been opened and whose confinement is necessary for the medical care, diagnosis and treatment of an **Illness** or **Bodily Injury** covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

Insured
means the person, firm, company or organisation named in the Schedule.

Insured Person
means any person or category of persons described under this heading in the Schedule.

Ireland; Irish
means the island of Ireland and its islands except the Northern Ireland; of or pertaining to Ireland.

Journey
means any trip during the **Period of Cover** described in the Policy Schedule undertaken by an **Insured Person** which commences during the **Period of Insurance**.

Loss of Limb
means in respect of:
a) an arm – amputation or complete and permanent loss of use - at or above the wrist;
b) a leg – amputation or complete and permanent loss of use - at or above the ankle (talo-tibial joint).

Loss of Sight
means:
1. in both eyes – when the **Insured Person's** name has been added to the NCBI Register of Blind Persons on the authority of a qualified ophthalmic specialist;
2. in one eye - when the degree of sight remaining after correction

is 3/60 or less on the Snellen Scale (which means the **Insured Person** is only able to see at 3 feet that which they should normally be able to see at 60 feet) and **We** are satisfied that the condition is permanent and without expectation of recovery.

Maximum Limit
means the maximum amount shown in the Schedule payable for any **Insured Person** for all **Bodily Injury** arising from any one **Accident**.

Nuclear, Chemical or Biological Weapons or Agents
means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent.

Parent or Legal Guardian
means a person with parental responsibility, or a legal guardian, both being in accordance with the law of **Ireland**.

Partner
means an **Insured Person** who is:
1. Your spouse.
2. Your civil partner registered pursuant to the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010; or
3. Your cohabiting partner (as defined in the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010) i.e. an adult of the same or opposite sex who has lived with You in an intimate relationship for five years, or for two years where there is a child or children of the relationship.
4. someone of either sex with whom you have been living for at least three months as though they were your spouse or civil partner.

Period of Cover
means the period commencing at 00.00 on the Cover Start Date and ending at midnight on the Cover Finish Date during which cover for an **Insured Person** will operate as shown in the Application/Confirmation of Cover. The Cover Start Date must be within the **Period of Insurance**.

Provided that cover commences during the **Period of Insurance** shown in the Policy Schedule - the expiry date shown on the Application/Confirmation of Cover may be later than the expiry date shown on the Policy Schedule.

If an **Insured Person** leaves **Ireland** before the Cover Finish Date, cover will cease from the date and time they leave **Ireland**.

If an **Insured Person's** return to their **Country of Origin** is unavoidably delayed due a Claim, the **Period of Cover** will automatically be extended, without any additional premium, for the period of the delay.
Where an **Insured Person's** return to their **Country of Origin** is a result of medical repatriation arranged by **Chubb Assistance**, the **Period of Cover** will automatically be extended, without any additional premium, until the date of their arrival in **Hospital** or at their home in their **Country of**

Origin whichever is reached first.

All dates refer to local standard time at the address of the **Insured** as shown in the Policy Schedule.

Period of Insurance
means the period between and inclusive of the dates shown from: and to: in the Policy Schedule commencing at 00.00 hours on the earliest date shown and expiring at midnight on the latest date shown. Both dates refer to local standard time at the address of the **Insured** as shown in the Policy Schedule.
Permanent Disabling Injury
means **Loss of Sight** or **Loss of Limb**.

Premium
means the amount specified or referred to in the Policy Schedule in respect of the specified **Period of Insurance** which is payable by the **Insured** to Chubb.

Specially Designated List
means names of a person, entities, groups, corporate specified on a list who are subject to as trade or economic sanctions or other such similar laws or regulations of the United States of America, United Nations, European Union or United Kingdom.

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 organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

War
means armed conflict between nations, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

We/Us/Our
means Chubb European Group SE; of or pertaining to Chubb European Group SE.

Winter Sports
means any winter pursuits or sports including, but not limited to, the following:

1. skiing (including skiing outside the area of the normal compacted snow ski slope i.e. 'off-piste');
2. tobogganing;
3. snow boarding;
4. ice skating (other than on an indoor rink);
5. ski or ski bob racing;
6. mono skiing;
7. ski jumping;
8. ski boarding;
9. ice hockey; or
10. the use of bobsleighs or skeletons.

As with all insurance policies, other than life assurance, the policy covers only unexpected and unforseen events.

Pre-requirements for cover to apply

The following should be noted:

- The **Insured Person** must be a non-EEA resident attending an educational course in **Ireland**.

- The **Insured Person** must not be currently under treatment, taking medication, or receiving follow up consultation for any of the following conditions:
  1. cancer;
  2. any heart/circulatory-related condition (including hypertension, angina, stroke etc); or
  3. any chronic lung/breathing-related condition (excluding asthma suffered in isolation and controlled by the use of one or two inhalers); or
  4. a clinically diagnosed psychiatric disorder, anxiety or depression;

- The **Insured Person** must not be:
  1. receiving or waiting for medical treatment at a hospital or nursing home;
  2. waiting for investigation or referral, or the results of any investigation, medical treatment or surgical procedure, for any condition, whether diagnosed or undiagnosed.
  3. choosing not to take prescribed medication, or the correct dose of prescribed medicine.
  4. travelling against the advice of a medically qualified doctor;
  5. travelling to obtain medical, dental or cosmetic treatment;
  6. travelling with a terminal condition

The cover provided by these sections or sub-sections will apply only to losses occurring during a **Period of Cover** and if a benefit amount is shown in the relevant section or sub-sections in the Schedule.

SECTION 1 - Emergency Repatriation Expenses

A. Cover

If the **Insured Person** becomes ill or suffers **Bodily Injury** during a **Journey** in **Ireland**, **We** will pay all reasonable costs up to the amounts shown in the Schedule necessarily incurred in repatriating the **Insured Person** to the most suitable **Hospital** or to the **Insured Person's** home address in the **Country of Origin** provided that such repatriation is medically necessary and organised by **Chubb Assistance**.

B. Exclusions

(General Exclusions apply as well)
We will not pay:

a) any expenses incurred as a result of the use by an **Insured Person** of non-prescribed drugs which cannot be legally obtained from a pharmacy;
b) any expenses incurred as a result of suicide, attempted suicide or self-inflicted injury;
c) any expenses which are recovered from any national insurance programme in connection with any claim.

SECTION 2 - Funeral Expenses

A. Cover

All reasonable costs, up to a maximum of the amount shown in the schedule, necessarily incurred following the death of an **Insured Person** for:

a) funeral expenses incurred in the burial or cremation of the **Insured Person** in **Ireland**; or
b) transporting the **Insured Person's** body or ashes for burial in the **Insured Person's** normal **Country of Origin**; and
c) travel and Accommodation costs of up to two relatives or friends of the **Insured Person** to travel from the **Insured Person's Country of Origin** to **Ireland** to attend the **Insured Person's** funeral in **Ireland** or to accompany the **Insured Person's** body or ashes to their **Country of Origin**.

B. Exclusions

(General Exclusions apply as well)

We will not pay:

a) any expenses incurred as a result of the use by an **Insured Person** of non-prescribed drugs which cannot be legally obtained from a pharmacy;
b) any expenses incurred as a result of suicide, attempted suicide or self-inflicted injury;
c) any expenses which are recovered from any national insurance programme in connection with any **Claim**.
d) Any **Claim** when you have commenced **Your Journey**

against the advice of **Your Doctor.**

e) Any **Claims** when **You** had received a terminal prognosis before commencing **Your Journey**.

f) Any complication in pregnancy

SECTION 3 - Injury

A. Cover

If an **Accident** occurs during the **Period of Cover** that causes **Bodily Injury** to an **Insured Person** which results in:

a) **Death**
b) **Loss of Limb**
c) **Loss of sight**

We will pay the **Insured Person** the amounts shown in the Schedule.

B. Exclusions

(General Exclusions apply as well)
We will not pay any claim for:

a) post traumatic stress disorder or related syndromes or any psychological or psychiatric condition;
b) repetitive stress (strain) Injury or syndrome or any gradually operating cause;
c) any illness or disease not directly resulting from **Bodily Injury**;
d) Any claim in excess of the **Maximum Limit** per **Insured Person** as shown in the Schedule;
e) More than one benefit for the same **Bodily Injury**
f) Death, **Loss of Sight**, **Loss of Limb** or **Permanent Total Disability Due To** any physical defect, injury or illness which existed before the **Journey** or **Holiday**.

SECTION 4 – Personal liability

A. Cover

1. If the **Insured Person** becomes legally liable to pay damages in respect of:
   a) accidental bodily injury (which shall include death, illness and disease) to any person; and/or
   b) accidental loss of or damage to material property occurring during and arising out of the **Journey**, **We** will indemnify the **Insured Person** for all such damages payable in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause up to the Limit of Liability for this Section shown in the Schedule.

2. Chubb will also pay in connection with such liability:

a) all costs and expenses recoverable by a claimant from the **Insured Person**;
b) all costs and expenses incurred with **Our** written consent;
c) solicitors' fees for representation at any coroner's inquest or fatal accident enquiry or in any Court of Summary Jurisdiction;
d) except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the

United States of America and Canada or any other territory within the jurisdiction of either such country, costs and expenses described in a, b and c above are deemed to be included in the Limit of Liability for this Section shown in the Schedule provided that:

i. no admission, offer, promise or indemnity shall be made without **Our** consent of which shall be entitled to take over and conduct in the **Insured Person's** name the defence or settlement of any claim or to prosecute in the **Insured Person's** name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured Person** shall give all information and assistance as **We** may require. Every letter, claim, writ, summons and process shall be forwarded to **Us** on receipt. Written notice shall be given to **Us** immediately the **Insured Person** shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.

ii. **We** may at any time pay to the **Insured Person** in connection with any claim or series of claims the amount shown in the Schedule as the Limit of Liability for this Section (after deduction of any sum(s)already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

iii. the **Insured Person** shall as though they were the **Insured** observe, fulfil and be subject to the terms, Specific Exclusions and Specific Conditions of this Section.

B. Exclusions

(General Exclusions apply as well)
We will not pay any claim for:

a) liability in respect of bodily injury to any person who is: under a contract of service or apprenticeship with the **Insured** or **Insured Person** when such injury arises out of and in the course of their

employment by the **Insured** or **Insured Person**; or a member of the **Insured Person's** family;

b) liability in respect of loss of or damage to property belonging to or in the care, custody or control of the **Insured Person**. However this exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by an **Insured Person** in the course of a **Journey**;

c) liability in respect of bodily injury loss or damage caused directly or indirectly in connection with the ownership, possession or use by the **Insured Person**, their servants or agents of:
   i) mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads); or
   ii) aircraft, hovercraft, watercraft (other than non mechanically powered watercraft less than 30 feet in length used on inland waters); or
   iii) firearms (other than sporting guns);

d) liability in respect of bodily injury loss or damage arising directly or indirectly in connection with:
   i) the ownership, possession or occupation of land or buildings, immobile property or caravans other than temporary accommodation occupied by the **Insured Person** in the course of a **Journey**; or
   ii) any wilful or malicious act; or

e) any liability assumed by the **Insured Person** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;

f) punitive or exemplary damages;

g) the carrying on of, or engaging in, any:
   i) trade, business or profession; or
   ii) activities or volunteer work organised by, or under the auspices of, a charitable, voluntary, not for profit, social or similar organisation when liability for such activities or work should reasonably be included within the organisation's own Public Liability policy.

h) liability directly or indirectly occasioned by happening through or in consequence of **War**.

SECTION 5 – Holiday Emergency Medical & Repatriation Expenses

Cover under this Section applies only to **Holidays Abroad** and within **Europe** not exceeding 14 days

An **Insured Person** must contact **Chubb Assistance** before incurring any costs covered under this Section.

If **You** require medical treatment

You must contact **Chubb Assistance** immediately and before incurring any costs - or as soon as is feasible if **You** or a family member is involved in a medical emergency such as an accident or cardiac situation. If **You** do not do this, **We** may reject **Your** claim or reduce its payment.

A. Cover

If an **Insured Person** is injured or becomes ill (including complications in pregnancy as diagnosed by a **Doctor** or specialist in obstetrics, provided that if **You** are travelling between 28 and 35 weeks pregnant **You** obtained written confirmation from a **Doctor** of **Your** fitness to travel no earlier than 5 days prior to the outbound travel date) during a **Holiday Abroad**.

We will pay up to the amount shown in the Schedule:

a) Medical Expenses
All reasonable costs that it is medically necessary to incur while **You** are a on a covered **Holiday** for hospital, ambulance, surgical or other diagnostic or remedial treatment, given or prescribed by a **Doctor**, and including charges for staying in a hospital;

b) Emergency Dental Treatment
All medically necessary and reasonable cost to provide emergency dental treatment for the relief of pain only up to €300.

c) Emergency Repatriation Expenses
All reasonable costs that it is medically necessary for **Chubb Assistance** to incur to return **You** to **Your Country of Origin**; or to move **You** to the most suitable **Hospital** in **Your Country of Origin** if it is medically necessary to do so.

d) Accompanying Traveller Expenses
All necessary and reasonable accommodation (room only) and travel expenses incurred with the consent of **Chubb Assistance**, by any one other person if required on medical advice to accompany **You** or to escort a **Child** home to **Country of Origin**.

B. Exclusions

(General Exclusions apply as well)
We will not pay:

a) any pre-existing medical condition that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before **Your Holiday** was booked (or commencement of the **Period of Cover** if later);
b) Any amount recovered under a reciprocal health agreement with any country
c) For any treatment not confirmed as medically necessary
d) Any expenses incurred in **Ireland**
e) Any additional travelling expenses not authorised by **Chubb Assistance** if an **Insured Person** has to return home earlier than planned or be repatriated from a **Holiday**
f) For medical treatment that an **Insured Person** travelled **Abroad** to obtain
g) For medication an **Insured Person** is taking before and which he or she

will have to continue taking during a **Holiday**

h) For surgery, medical, dental or preventative treatment which can be delayed in the opinion of **Chubb Assistance** until he or she returns to **Ireland**
i) Any expenses incurred following **Your** decision not to move hospital or return to **Ireland** after the date when, in the opinion of **Chubb Assistance**, **You** should do so
j) For dental expenses other than for the relief of pain only
k) Any additional costs for single or private room accommodation
l) Any expenses incurred due to a tropical disease where the **Insured Person** has not had the vaccinations or taken the medication appropriate and customary for the country being visited, unless they have written confirmation from a **Doctor** that they should not be vaccinated or take the medicine on medical grounds
m) Additional travel and hotel expenses incurred which have not been authorized in advance by **Chubb Assistance**
n) The **Excess**

NOTE: All original receipts must be kept and provided to support a **Claim**.

General Exclusions

These exclusions apply to all sections of the policy.

1. **We** will not (under any sections) pay for claims of any kind directly or indirectly arising from, relating to or in any way connected with the Coronavirus Disease 19 (COVID19) (or any mutation or variation thereof) and / or its outbreak. To the extent that any term or condition in the Policy may be inconsistent with this exclusion, this exclusion shall prevail.

2. **We** will not pay any claim which is caused by or results from:
   a) the **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind;
   b) post-traumatic stress disorder or related syndromes or any psychological or psychiatric condition;
   c) the **Insured Person** drinking too much alcohol, alcohol abuse or alcohol dependency. We do not expect the **Insured Person** to avoid alcohol on a **Journey** or **Holiday**, but **We** will not cover any claims arising because the **Insured Person** has consumed so much alcohol that their judgement is seriously affected and the **Insured Person** needs to make a claim as a result (for example any medical report or evidence showing excessive alcohol consumption which in the opinion of a doctor and/or **Chubb Assistance** has caused or contributed to the bodily injury)
   d) the **Insured Person** ingesting drugs except for drugs which are properly prescribed;
   e) the **Insured Person** travelling to any country which is or whose armed forces are engaged in **War** within its own borders;
   f) the **Insured person** travelling to areas where the Department of Foreign Affairs allocates a security status of 'Avoid non-essential travel' or 'Do not travel';
   g) the **Insured Person** driving a vehicle of any kind whilst under the influence of alcohol or drugs in the country where he or she is driving;
   h) the **Insured Person** being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service;
   i) the **Insured Person** engaging in:
      i. in any form of air travel, unless travelling as a fare-paying passenger in an aircraft which is provided and operated by an airline or air charter company which must be licensed for this;
      i. **Hazardous Activities**.
      ii. manual work
   j) the **Insured Person**:
      i) riding on; or
      ii) driving, unless he or she is fully licenced to do so in

Ireland;
a motor cycle or motor scooter other than a moped.

k) any claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any of the following:
   - any loss or expenses with respect to Cuba or a specially designated person, entity, group or company on the **Specially Designated List** or which if reimbursed or paid by the Company would result in the Company being in breach of trade or economic sanctions or other such similar laws or regulations.
   - arising out of or relating to any travel to, from or in Cuba or any travel which starts, ends or has a scheduled stop in Cuba;
   - arising out of or relating to any **Insured Person** whose main residence is in Cuba; and/ or
   - which would result in the Company being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, **Ireland** or United States of America.

   You should contact Chubb's Customer Services Team on +353 (0)1 440 1765 for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, **Ireland** or United States of America.

l) **War** in **Ireland** or **Country of Origin**;

m) suicide, attempted suicide or deliberate self-inflicted injury by the **Insured Person** regardless of the state of their mental health;

n) any act of **Terrorism** involving the use of **Nuclear, Chemical or Biological Weapons or Agents**;

o) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel including the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

p) any payment under this Policy where the **Insured Person** does not meet the Eligibility Criteria detailed on Page 14.

q) any **Holiday(s)** which involves;
   - **You** traveling specifically to obtain medical, dental or cosmetic treatment
   - when **You** have been advised not to travel by **Your Doctor** or you have received a terminal prognosis
   - which exceed 14 days in any one **Period of Cover**
   - to countries outside of **Europe**
   - which involves **Hazardous Sports**

Policy conditions

Adjustable Premiums

If it has been agreed that any part of the premium, being based on estimated numbers, is adjustable then the **Insured** shall within 30 days of the end of the **Period of Insurance** provide the actual numbers to **Us** and the premium will be adjusted accordingly.

Assignment

Subject to the General Condition headed 'Payment of Benefits', the benefits under this Policy may not be assigned by the **Insured Person**. **We** shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.

Benefit limits

1. **We** will not pay more than the **Maximum Limit** for benefits 1 to 5 or any other sum **Insured** as shown in Section 3 Injury of the Schedule for any **Insured Person**.
2. **We** will not pay more than one of the Benefits 1 to 5 shown in Section 3 Injury of the Schedule in respect of any one **Insured Person** for **Bodily Injury** arising from the same loss.
3. The **Maximum Limit** payable in respect of **Death** of an **Insured Person** under 16 years of age or under 18 years of age and in **Full Time Education** shall not exceed €10,000 or any other sum **Insured** as shown in the Schedule whichever is the lower.
4. Any contributory degenerative condition or disablement (as determined by a **Doctor**) known by the **Insured Person** to be in existence at the time of sustaining **Bodily Injury** will be taken into account by **Us** in assessing the level of benefit payable.
5. If the aggregate amount of all benefits payable under this Section exceeds the applicable **Aggregate Limit** the benefit amount payable for each **Insured Person** shall be proportionately reduced until the total of all benefits does not exceed such **Aggregate Limit**. Where one or more Policies has been issued by **Us** in the name of the **Insured**, only the greatest **Aggregate Limit** shall apply over all.

Cancellation

We may cancel this Policy by giving thirty days written notice to the **Insured** at their last known address and in such event the **Premium** for the period up to the date when the cancellation takes effect shall be calculated and Chubb shall promptly return any unearned portion of the **Premium** paid.

In the event of cancellation by **Us** the **Insured** must notify all **Insured Persons** of such cancellation.

The **Insured** or the **Insured Person** may cancel this Policy at any time. If the **Insured** or **Insured Person**

cancels within 14 working days after receiving confirmation that the Policy has been concluded, We will refund the **Premiums** paid provided no claims have been reported or paid. After 14 working days there is no refund provided.

Change in Business description

The **Insured** shall give written notice within a reasonable time of any alteration in the **Insured**'s business.

Compliance with Policy Requirements

Where the **Insured** or the **Insured Person** or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy **We** may be entitled to reject a claim.

Declarations

The **Insured** must, within 15 days of the end of each month, forward a declaration containing details of, and the premiums paid by, **Insured** Persons (who have booked courses with the **Insured** during that month and who have elected to take out this insurance) to the Intermediary for onward transmission to **Us**.

Disappearance

If an **Insured Person** disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such **Insured Person** has died as a result of **Bodily Injury**, the **Death** benefit shall become payable subject to a signed undertaking being given by the executor's of the deceased's estate that if the belief is subsequently found to be wrong such **Death** benefit shall be refunded to **Us**.

Insurance Act 1936

All moneys which become or may become due and payable by Chubb under this Policy shall be in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of **Ireland**.

Interest

No sum payable by **Us** under this Policy shall carry interest unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the claim.

Where interest becomes payable by **Us**, it will be calculated:

1. from the date of final receipt of such certificates, information or evidence and
2. at the base rate established by the European Bank on such date.

Your duty of disclosure

It is the **Insured**'s and **Insured Person's** responsibility to answer honestly and with reasonable care all questions posed by **Us** when applying for and throughout the life of this Policy.

Our remedies for misrepresentation

In answering **Our** questions:

- if the **Insured, the Insured Person** or anyone acting on the Insured's or the **Insured Person's** behalf provides **Us** with information which the **Insured** or they know is false or misleading;
- if the **Insured**, the **Insured Person** or anyone acting on the **Insured's** or the **Insured Person's** behalf consciously disregards whether a misrepresentation is false or misleading; or
- any conduct (relative to the contract or the steps leading to its formation) by the **Insured**, the **Insured Person** or anyone acting on the **Insured's** or the **Insured Person's** behalf involves fraud of any other kind, then **We** can treat this Policy as if it never existed, We can decline all claims and **We** need not return any premium paid by the **Insured Person**.

In answering **Our** questions if the Insured, the **Insured Person** or anyone acting on the **Insured's** or the **Insured Person's** behalf makes a careless misrepresentation (that is, one that is not fraudulent), **We** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if **We** provided the **Insured Person** with insurance cover which **We** would not otherwise have offered;
- amend the terms of the Policy. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by the **Insured**, the **Insured Person** or anyone acting on the **Insured's** or the **Insured Person's** behalf's carelessness;
- reduce the amount **We** pay on a claim to the proportion that the premium **Insured Person** has paid bears to the premium **We** would have charged the Insured Person had the careless misrepresentation not been made;
- cancel the Policy in accordance with **Our** cancellation rights set out at page 21 of this Policy.

In answering **Our** questions if the **Insured**, the **Insured Person** or anyone acting on the **Insured's** or the **Insured Person's** behalf makes an innocent misrepresentation (that is one that is neither fraudulent or careless) **We** will still pay the claim and **We** will not treat the Policy as if it never existed.

Other Taxes or Costs

We are required to notify the **Insured Persons** that other taxes or costs may exist which are not imposed by **Us**.

Payment of Benefits

Notwithstanding the General Condition headed 'Assignment', where in relation to any Claim the **Insured**, at its discretion, directs **Us** to do so, **We** shall pay benefits to, or indemnify, a named **Insured Person** and the receipt of such **Insured Person** shall be a sufficient discharge of **Our** liability to indemnify or pay the benefits concerned.

Reasonable Precautions

The **Insured** and **Insured Person** shall take all reasonable steps to avoid or minimise any loss or damage.

Stamp Duty

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 19 of the Finance Act 1950 as amended.

Claims notification and conditions

Claims notification

On the happening of any occurrence likely to give rise to a claim:

1. For Medical Expenses incurred outside of **Ireland** over €250 or where **In-patient** treatment is required contact:

   Chubb Assistance on 01 4401762

2. For
   a) Medical Expenses claims incurred outside of **Ireland** (other than those involving **In-patient** treatment) under €250 and
   b) all other claims contact:
   Arachas Corporate Brokers Limited t/a Arachas
   Study and protect
   The Courtyard, Carmanhall Rd, Sandyford Business Park, Sandyford, Dublin 18, D18 X377
   T 01 6395800
   E studyandprotect@arachas.ie

   or

   The Chubb Claims Service Team
   Chubb
   5 Georges Dock
   IFSC
   Dublin 1
   T (01) 4401700 (Within **Ireland** only)
   I +353 (1) 4401700
   E IRLclaims@chubb.com

as soon as reasonably possible after the date of the occurrence.

Claims conditions

1. The **Insured Person** shall as soon as possible after the occurrence of any **Accidental Bodily Injury** or **Illness**:
   a) obtain and follow the advice of a **Doctor**;
   b) co-operate with and follow the advice of an independent rehabilitation case manager where appointed by **Us**

   and **We** shall not be liable for any consequences of the **Insured Person's** failure to cooperate and obtain and follow such advice and use such appliance or remedies as may be prescribed.

2. In the event of the **Death** of the **Insured Person**, **We** will be entitled to have a post-mortem examination carried out at our expense. The benefit payable for **Death** will be paid to the estate of such **Insured Person**.

3. The **Insured** and/or **Insured Person** shall at their own expense furnish **Us** such certificates, information and evidence as **We** may from time to time reasonably require in the form prescribed by **Us**. **We** shall be allowed at our expense, upon reasonable notice to the **Insured**, to request a medical examination of an **Insured Person** as appropriate.

4. If any claim under this Policy contains information that is false or misleading in any material respect and which the **Insured**, **Insured**

Person or anyone acting on the **Insured's** or **Insured Person's** behalf either knows to be false or misleading or consciously disregards whether it is false or misleading, **We** shall not be liable to pay the claim and we may cancel the policy.

5. Claims involving foreign currency will be converted into the currency in which the premium and benefits/ indemnity limits are shown, at the selling rate of exchange published by the European Central Bank on the day nearest to the date of the loss.

6. Any **Excess**, where applicable, will apply separately under each section, in respect of each and every claim and for each **Insured Person**.

Complaints procedures

We and Arachas are dedicated to providing a high quality service and want to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this insurance please contact:

a) Arachas Corporate Brokers Limited
Study and protect Team
The Courtyard, Carmanhall Rd,
Sandyford Business Park,
Sandyford, Dublin, D18 X377
T 01 - 6395800
E info@studyandprotect.com

b) The Accident & Health Manager
Chubb
5, Georges Dock
International Financial Services Centre
Dublin 1
T 1800 707170
E irelandenquiries@chubb.com

quoting Policy details.

The Financial Services and Pensions Ombudsman may be approached for assistance if there is still dissatisfaction with **Our** response. Their contact details are given below. A leaflet explaining the procedure is available on request.

Financial Services and Pensions Ombudsman
3rd Floor
Lincoln House
Lincoln Place
Dublin 2
D02 VH29

T (01) 567 7000
E info@fspo.ie
W www.fspo.ie
Insurance Ireland
5 Harbourmaster Place
IFSC
Dublin 1
T 01 676 1914
F 01 676 1943
E feedback@insuranceireland.eu
W www.insuranceireland.eu

The existence of these complaint procedures does not reduce an **Insured Person's** Statutory Rights relating to this Policy. For further information about Statutory Rights, an **Insured Person** should contact the Competition and Consumer Protection Commission.

European online dispute resolution platform

If you arranged your Policy with **Us** online or through other electronic means, and have been unable to contact **Us** either directly or through the Financial Services and Pensions Ombudsman, you may wish to register your complaint through the European Online Dispute Resolution platform: http://ec.europa.eu/consumers/odr/. Your complaint will then be re-directed to the Financial Services and Pensions Ombudsman and to **Us** to resolve. There may be a short delay before **We** receive it.

Data protection

We use personal information which the **Insured** supplies to **Us** or, where applicable, to the **Insured's** insurance broker in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as **Insured Persons'** names, addresses, and policy number, but may also include more detailed information about Insured Persons (for example, their age, health, details of assets, claims history) where this is relevant to the risk **We** are insuring, services **We** are providing or to a claim the **Insured** or the **Insured Person** is reporting.

We are part of a global group, and **Insured Persons'** personal information may be shared with its group companies in other countries as required to provide coverage under this policy or to store **Insured Persons'** information. **We** also use a number

of trusted service providers, who will also have access to **Insured Persons'** personal information subject to **Our** instructions and control.

Insured Persons have a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how **We** use personal information. For more information, **We** strongly recommend the **Insured** and the **Insured Persons** read its user-friendly Master Privacy Policy, available here: https://www.chubb.com/ie-en/footer/privacy-policy.aspx. The **Insured** and the **Insured Persons** can ask **Us** for a paper copy of the Privacy Policy at any time, by contacting **Us** at mailto:dataprotectionoffice.europe@chubb.com.

Chubb. Insured.℠

Chubb European Group SE trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised by the Autorité de contrôle prudentiel et de résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules. Registered in Ireland No. 904967 at 5 George's Dock, Dublin 1. Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662.

Chubb European Group SE is a subsidiary of a US parent and Chubb Limited (a NYSE listed company) and part of the Chubb Group of companies. Consequently, Chubb European Group SE is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities, and from insuring certain types of activities in or connected with certain countries and territories such as, but not limited to, Iran, Syria, North Korea, North Sudan, Cuba and Crimea.

C1657/07 0921