

MediCover Student Travel and Personal Medical Expenses Insurance

Your policy document

CHUBB®

Accident & Health

Contact information

Chubb Claims

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

Emergency Medical Expenses

T (01) 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.

Insurer

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.

Contents

Contact information	02	Policy conditions	
Policy Schedule	04	Adjustable Premiums	23
Schedule of benefits	05	Assignment	23
Welcome		Benefit Limits	23
Introduction	06	Cancellation	23
Insurance agreement	06	Change in Business Description	24
Law applicable to contract	06	Compliance with Policy Requirements	24
Chubb Assistance	07	Declarations	24
Policy definitions	08	Disappearance	24
Pre-requirements for cover to apply	14	Insurance Act 1936	24
What this policy covers		Interest	24
SECTION A - Medical expenses & other travel expenses	15	Material Disclosure	25
SECTION B - Injury	16	Misdescription	25
SECTION C - Personal liability	17	Other Taxes or Costs	25
What this policy does not cover	19	Payment of Benefits	25
		Reasonable Precautions	25
		Stamp Duty	25
		Claims notification and conditions	26
		Complaints procedures	28
		European online dispute resolution platform	29
		Data protection	29

Policy Schedule

MediCover Student Personal Medical Expenses		
Policy Number:	IEBOTA08901	
Intermediary:	O'Driscoll O'Neil DAC T/A Study And Protect, 17 Herbert Place, Dublin 2.	
Insured:		
Address:		
Business Description:		
Period of insurance:	From: _____ To: _____ and any further period for which Chubb shall agree to accept premiums.	
Premium:	€110 (including 5% Government 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.	
Category A	Category B	Category C
<p>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 MediCover Student Travel Insurance.</p> <p>Journey: Whilst attending an academic course with the Insured in Ireland which:</p> <ul style="list-style-type: none"> 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 Insurance (if annual cover has been chosen) or not exceeding 7 days in total in any one Period of Insurance (if 6-months cover has been chosen) during which the Insured Person may travel on holiday from Ireland to any country within Europe or the European Economic Area; and c) ceases: <ul style="list-style-type: none"> i) within a maximum of 7 days after the completion of the course; or ii) on exit from Ireland (other than for travel described in b) above) where there is no emergency repatriation; whichever is earlier, or iii) following emergency repatriation only, on the date of arrival in hospital in the Insured Person's Country of Origin. 	<p>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.</p> <p>Journey: Whilst accompanying a person described in Category A. The Journey:</p> <ul style="list-style-type: none"> 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) ceases: <ul style="list-style-type: none"> i) within a maximum of 7 days after the completion of the course; or ii) on exit from Ireland where there is no emergency repatriation; whichever is earlier, or iii) following emergency repatriation only, on the date of arrival in hospital in the Insured Person's Country of Origin. 	<p>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.</p> <p>Journey: Whilst accompanying a person described in Category A. The Journey:</p> <ul style="list-style-type: none"> 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) ceases: <ul style="list-style-type: none"> i) within a maximum of 7 days after the completion of the course; or on exit from Ireland where there is no emergency repatriation; whichever is earlier, 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	Category A	Category B	Category C
SECTION A: Medical and other travel expenses			
1. a) Medical Expenses:	€5,000,000	€5,000,000	€5,000,000
b) Dental Expenses necessitate by Bodily Injury	up to €1,000	up to €1,000	up to €1,000
c) Nursing home and ambulance charges	Included in a) above	Included in a) above	Included in a) above
d) Emergency Repatriation Expenses	Unlimited	Unlimited	Unlimited
e) Funeral Expenses	up to €14,000	up to €14,000	up to €14,000
2. Physiotherapy, homeopathy, osteopathy or chiropractic treatment necessitated by Bodily Injury	up to €2,000	up to €2,000	up to €2,000
3. Counselling Treatment following Death/Disappearance/Sexual or Physical Assault	up to €75 per session Maximum 10 sessions	up to €75 per session Maximum 10 sessions	up to €75 per session Maximum 10 sessions
Excess applicable to Sub-sections 1 and 2:	€50	€50	€50
SECTION B: Injury			
1. Death:	€20,000	€20,000	€20,000
2. Loss of two or more Limbs:	€20,000	€20,000	€20,000
3. Loss of Sight in Both Eyes:	€20,000	€20,000	€20,000
4. Loss of one Limb:	€10,000	€10,000	€10,000
5. Loss of Sight in one Eye:	€10,000	€10,000	€10,000
Maximum Limit: €10,000			
SECTION C: Personal liability			
	€5,000,000	€5,000,000	€5,000,000

Date of Issue:

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. All information supplied to Chubb by the **Insured** and **Insured Persons** shall be incorporated into and be the basis of 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

Chubb Assistance

Consistent with its philosophy of customer care, Chubb has arranged a number of assistance services.

To access **Chubb Assistance**, simply call: (01) 440 1762

To help monitor and improve service standards, calls may be recorded.

The **Insured Person** will be requested to provide their name; their organisation's name; the nature of the assistance needed and a contact number or address where they can be reached.

Travel Assistance

If during a **Period of Insurance** the **Insured Person** requires medical or personal assistance or advice during a **Journey** they may call **Chubb Assistance** in respect of:

Medical Assistance

- i) 24 hour medical assistance service
24 hours a day, 365 days a year.
- ii) Medical Expertise
On hand for advice, referral or treatment.
- iii) Air Ambulance
Emergency repatriation including use of air ambulance or scheduled flights as necessary and appropriate.
- iv) Local payment of hospital bills
No need for the **Insured Person** to use their own cash.

Policy Definitions

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

€
means Euro

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. parasending;

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.

Classmate

means a person studying in the same class as the **Insured Person** at the time of the event which causes a claim under this benefit.

Complications in Pregnancy

means complications in pregnancy (as diagnosed by a qualified medical practitioner or specialist in obstetrics) provided that if the **Insured Person** is travelling between the 28th - 35th (inclusive) weeks of pregnancy they must provide a medical certificate issued by a qualified medical practitioner or midwife confirming the number of weeks of pregnancy and that the **Insured Person** is fit to travel

on the **Journey**. The certificate must be dated no earlier than 5 days before the outbound travel date.

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.

Chubb Assistance

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

Death

means death caused by **Bodily Injury**.

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, **Ireland**, 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, **Ireland**, 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.

General Practitioner

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. a **Person Insured**; or
2. a relative of the **Person Insured** making the Claim, unless approved by Us.

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.

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 **Insured 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 described in the 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/Policy Summary. 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/Policy Summary 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.

Roommate

means a person:

1. living at the same registered address; and
2. sharing the same communal living areas; and
3. studying at the same higher education establishment;

as the **Insured Person** at the time of the event which causes a claim under this benefit.

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.

Pre-requirements for cover to apply

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

The following should be noted:

- 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;

What this policy covers

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

SECTION A - Medical Expenses & Other Travel Expenses

1. If the **Insured Person** becomes ill or suffers **Bodily Injury** or **Complications in Pregnancy** during a **Journey**, We will indemnify the **Insured Person** up to the amounts shown in the Schedule less the deduction of any **Excess** amount shown in the Schedule for any one **Journey** in respect of:

a) **Medical Expenses**

All reasonable costs (excluding dental expenses) incurred following consultation with a qualified medical practitioner, including costs for surgical, diagnostic or remedial treatment given or prescribed by a qualified medical practitioner.

Provided that: i) where expenses are likely to exceed €250 or ii) where In-Patient treatment is required, **Chubb Assistance** must be consulted first.

(See Claims Notification and Conditions).

b) **Dental Expenses**

All reasonable dental costs incurred for treatment given by

a qualified dentist necessitated by, and incurred with 48 hours of, **Bodily Injury** up to a limit of €1,000.

c) **Nursing home and ambulance charges**

d) **Emergency Repatriation Expenses**

All reasonable costs 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**.

e) **Funeral expenses**

All reasonable costs, up to a maximum of the amount shown in the schedule (€14,000 in all), necessarily incurred following the death of an **Insured Person** for:

- i. funeral expenses incurred in the burial or cremation of the **Insured Person** in **Ireland**; or
- ii. transporting the **Insured Person's** body or ashes for burial in the **Insured Person's** normal **Country of Origin**; and
- iii. 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 the **Insured Persons' Country of Origin**.

We will only pay, in respect of any one loss under this Section, for expenses incurred up to one year from the date of injury or commencement of illness up to the Benefit Level sum **Insured** shown in the Schedule less the deduction of any **Excess** provided that other than in the case of an emergency where immediate action is required to avert serious health or life threatening consequences, the **Insured** or the **Insured Person** must first contact **Chubb Assistance** for advice and assistance to be taken prior to incurring any costs.

Failure to seek such prior advice and assistance may result in **Us** declining to pay for any costs incurred.

2. Physiotherapy, homeopathy, osteopathy or chiropractic treatment
If the **Insured Person** suffers **Bodily Injury** during a **Journey**, **We** will indemnify the **Insured Person** up to the amounts shown in the Schedule less the deduction of any **Excess** amount shown in the Schedule, for any one **Period of Insurance**, in respect of all reasonable costs for up to a maximum of 10 sessions of physiotherapy, homeopathy, osteopathy or chiropractic

treatment provided that such treatment is carried out by a qualified practitioner.

3. Counselling treatment
In the event of:
 - a) death or disappearance of the **Insured Person's Immediate Family Member, Classmate or Roommate**; or
 - b) sexual assault and/or serious physical assault of the **Insured Person** which has been reported to police within 24 hours of the incident taking place or as soon as reasonably possible

We will reimburse the **Insured Person** up to the amounts shown in the Schedule, in any one **Period of Insurance**, in respect of all reasonable costs for up to a maximum of 10 counselling sessions provided that:

- i. The **Insured Person** is referred by a student liaison officer / welfare officer or **General Practitioner**; and
- ii. The incident occurred during the **Period of Insurance**; and
- iii. All treatment is carried out by a qualified therapist accredited by the Irish Association for Counselling and Psychotherapy, full list of all accredited individuals can be found on <https://www.iacp.ie/>

SECTION B - Injury

If an **Accident** occurs during the **Period of Insurance** and **Effective**

Time 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.

SECTION C - Personal liability

If the **Insured Person** becomes legally liable to pay damages in respect of:

1. accidental bodily injury (which shall include death, illness and disease) to any person; and/or
2. 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.

Chubb will also pay in connection with such liability:

1. all costs and expenses recoverable by a claimant from the **Insured Person**;
2. all costs and expenses incurred with **Our** written consent;
3. solicitors' fees for representation at any coroner's inquest or fatal accident enquiry or in any Court of Summary Jurisdiction;

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 1, 2 and 3 above are deemed to be included in the Limit of Liability for this Section shown in the Schedule provided that:

1. 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.
2. **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.
3. 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.

What this policy does not cover

This Part of the policy provides details of all Exclusions.

Exclusions applicable to all sections of the policy are listed first, followed by Exclusions applicable to each individual section of the policy.

1. **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**, 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** driving a vehicle of any kind whilst under the influence of alcohol or drugs in the country where he or she is driving
 - g) 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;
 - h) 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 Sports.
 - ii. manual work
 - i) the **Insured Person**:
 - i) riding on; or
 - ii) driving, unless he or she is fully licenced to do so in **Ireland**;
 - j) 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 a motor cycle or motor scooter other than a moped.

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.

- k) **War in Ireland or Country of Origin;**
(In respect of the Personal Liability Section Exclusion 6 is replaced by Exclusion 12h).
- l) suicide, attempted suicide or deliberate self-inflicted injury by the **Insured Person** regardless of the state of their mental health;
- m) any act of **Terrorism** involving the use of **Nuclear, Chemical or Biological Weapons or Agents;**

- n) 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.

- o) any payment under this Policy where the **Insured Person** does not meet the Eligibility Criteria detailed on Page 8 & 9.

2. **We** will not pay any claim under Section A (Medical Expenses) of this Policy for:

- a) expenses incurred without the confirmation of a qualified medical practitioner that the treatment was medically necessary;
- b) expenses incurred where a **Journey** is undertaken against the advice of a qualified medical practitioner or where the purpose of the **Journey** is to receive medical treatment or advice;
- c) treatment provided by a member of the **Insured Person's** family.
- d) Any medical condition (including chronic or recurring conditions) in respect of which the **Insured Person** had suffered or sought treatment or advice for in the 24 months prior to commencement of this insurance.
- e) Physiotherapy, homeopathy, osteopathy or chiropractic treatment unless necessitated

- by **Bodily Injury**. Any treatment that is sanctioned will be limited to 20 sessions and must be carried out by a qualified practitioner.
- f) cosmetic treatment unless agreed by **Us** and necessary as a result of **Accidental Bodily Injury**;
 - g) expenses which are recovered from any national insurance programme which is applicable to the **Insured Person**;
 - h) expenses incurred twelve months after the date of incurring the first expense;
 - i) Dental expenses other than for the relief of pain only
 - j) dental, hearing or optical expenses (including but not limited to dental crowns, dental veneers, dental treatment such as root canal procedures, hearing aids and the like) other than those incurred in providing the minimum treatment necessary to relieve pain and discomfort for the duration of the Journey following an injury or Illness which required In-patient treatment;
 - k) costs of medication known by the **Insured Person** to be required or continued whilst on a **Journey**;
 - l) treatment or **Hospital** confinement which in any way arises from or is attributable to any Human Immunodeficiency Virus infection or related syndrome unless it can be proved to **Our** reasonable satisfaction and their medical advisors that this was contracted as a result of a blood transfusion or other medical treatment received for an unrelated injury or **Illness** whilst in **Ireland**;
 - m) expenses in respect of treatment which could reasonably wait until the **Insured Person** has returned to their **Country of Origin**;
 - n) expenses incurred for which no receipts are provided
3. **We** will not pay any claim under Section B (Injury) of this Policy 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) a **Journey**.
 4. **We** will not pay any claim under Section C (personal Liability) of this Policy for:
 - a) liability in respect of bodily injury to any person who is:
 - i) 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
 - ii) a member of the **Insured Person's** family;

- b) liability in respect of loss of or damage to property:
 - i) belonging to or in the care, custody or control of the **Insured Person**.
 - ii) 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**.

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 B 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 B 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 Qualified Medical Practitioner) 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 Person** may withdraw from the cover provided by this Policy at any time by giving notice to the **Insured**. No refund of **Premium** will be payable.

The **Insured** may not cancel this Policy.

We reserve the right to retain the annual **Premium** where claims have occurred in the **Period of Insurance** when cancellation takes place.

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** reserve the right not to pay 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.

Material Disclosure

It is the **Insured's** and **Insured Person's** responsibility to provide complete and accurate information to **Us** when applying for and throughout the life of this Policy. It is important that all statements made in the application, over the telephone, on claim forms and other documents are full and accurate. Please note that if the **Insured** or the **Insured Person** fails to disclose any material information to **Us** this could invalidate the insurance cover and could mean that part or all of a claim may not be paid.

Misdescription

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the **Insured** or the **Insured Person**.

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 over €250 or where **In-patient** treatment is required contact:

Chubb Assistance on 01-4401762

2. For
 - a) Medical Expenses claims (other than those involving **In-patient** treatment) under €250 and
 - b) all other claims contact:
O'Driscoll O'Neil DAC T/A Study And Protect
17 Herbert Place
Dublin
T 01 - 6395800;
E info@studyandprotect.com

or

The Chubb Claims Service Team
Chubb
5 Georges Dock
IFSC
Dublin 1
T (01) 4401700 (Within **Ireland** only)
I +353 (1) 4401700
F (01) 4401701
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 Qualified Medical Practitioner;
 - 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 its own 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 its own 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 shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the **Insured** or anyone acting on the **Insured's** behalf or by an **Insured Person** or any **Insured Person's** Legal Representatives to obtain benefit under this Policy **We** shall be under no liability in respect of such claim.
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 O’Driscoll O’Neil 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) O’Driscoll O’Neil DAC T/A Study And Protect
17 Herbert Place
Dublin
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.

We are a member of the Financial Services and Pensions Ombudsman, which may be approached for assistance in limited circumstances 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://www2.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.SM

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