

# Student Personal Course Cancellation Insurance

Policy wording

CHUBB®

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## Important Contact Details

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### Chubb Claims

T (01) 4401700  
E IRLclaims@chubb.com

### Chubb Assistance

T (01) 440 1762

### Financial Services and Pensions Ombudsman

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

# 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:

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

## Insurance Agreement

The **Insured** and Chubb European Group SE (**Chubb**) agree that:

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

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



James Duncan  
Authorised Official  
For Chubb European Group SE

# Student Personal Course Cancellation Insurance

## Policy Schedule

<b>Policy Number:</b>	IEBOTA08131
<b>Intermediary:</b>	O'Driscoll O'Neil DAC T/A Study And Protect, 17 Herbert Place, Dublin 2.
<b>Insured:</b>	
<b>Address:</b>	
<b>Business Description:</b>	
<b>Period of insurance:</b>	From: 1st July 2020 To: 30th June 2021 and any further period for which <b>Chubb</b> shall agree to accept <b>Premiums</b> .
<b>Premium:</b>	
<b>Government Levy at 5%</b>	NOTE: Changes in the rate of Government Levy may affect the total payable in the future
<b>Total Premium Due:</b>	

## Category A

### **Insured Persons:**

Any Student studying in Ireland, the **Insured Person**.

### **Effective time:**

Whilst attending an academic course with the **Insured in Ireland** which commences during the **Period of Insurance** upon arrival in **Ireland** up to a maximum of 7 days prior to the commencement of such course.

# Schedule of Benefits

Section	Category A
<b>SECTION A: Full Time Education Fees</b>	
1. Full Time Education Fees	€10,000
<b>SECTION B: Injury</b>	
1. Death	€10,000
2. Loss of two or more Limbs	€10,000
3. Loss of Sight in Both Eyes	€10,000
4. Loss of one Limb	€5,000
5. Loss of Sight in one Eye	€5,000
<b>SECTION C: Personal Liability Limit of Liability</b>	
NOTE: Maximum Limit per <b>Insured Person</b> for Benefits 1, 2 and 3: €10,000	€5,000,000

**Date of Issue: 30th June 2020**

## Chubb Assistance

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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.

## Pre-requirements for cover to apply

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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. taking part in the course against the advice of a medically qualified doctor;
5. have a terminal condition.

## What this Policy covers - Section A: Full Time Education Fees

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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

If the **Insured Person** becomes ill or suffers **Bodily Injury** or Complications of Pregnancy during the **Period of Insurance** in **Full Time Education** which results in their:

- a) **Death**; or
- b) Inability to complete the academic course

**Chubb** will indemnify the **Insured** up to the amount shown in the policy schedule in respect of unused **Full Time Education** fees which the **Insured** has paid or is contracted to pay and which cannot be recovered from any other source. The amount paid will be calculated on a pro-rata basis for the number of days between the date the **Insured** becomes unable to complete their academic course and their original planned **Full Time Education** end date.

**Chubb** will indemnify the **Insured** up to the amount shown in the policy schedule in respect of the **Insured Person's** inability to complete the academic course due to the death, serious injury, sudden illness, complications in pregnancy (as diagnosed by a doctor or specialist in obstetrics) of the **Insured Person's Immediate Family**.

Special conditions applicable to **Full Time Education** Fees Section

- a) The **Insured Person** must obtain a medical certificate from a **Qualified Medical Practitioner** and prior approval of **Chubb Assistance** to confirm the necessity to return to their **Country of Origin** prior to Curtailment of the **Journey**.
- b) The **Insured Person** must provide invoice and receipts for unused course fees, charges or expenses claimed for.
- c) The **Insured Person** must provide written confirmation from the college, university or language school that the course or any part of it needs to be repeated or which necessitates absence from the course.

## What this Policy covers - Section B: Injury

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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**

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

## What this Policy covers - Section C: Personal Liability

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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 **Period of Insurance**, **Chubb** 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:

- a) all costs and expenses recoverable by a claimant from the **Insured Person**;
- b) all costs and expenses incurred with the written consent of **Chubb**;
- c) 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:

- a) no admission, offer, promise or indemnity shall be made without the consent of **Chubb** 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 **Chubb** may require. Every letter, claim, writ, summons and process shall be forwarded to **Chubb** on receipt. Written notice shall be given to **Chubb** 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.
- b) **Chubb** 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 **Chubb** 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.
- c) 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

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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.

**Chubb** will not pay any claim which is caused by or results from:

1. Coronavirus Disease 19 (COVID-19) (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. the **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind;

3. the misuse of alcohol or solvents, or as a result of drugs ingested (except for drugs which are properly prescribed), or whilst driving with an alcohol level in the blood which exceeds the legal limit of the Country being visited.
4. the **Insured Person** travelling to any country which is or whose armed forces are engaged in **War** within its own borders;
5. 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;
6. the **Insured Person** engaging in:
  - a. 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;
  - b. **Hazardous Activities.**
7. The **Insured Person**:
  - a. riding on; or
  - b. driving, unless he or she is fully licensed to do so; a motor cycle or motor scooter other than a moped.
8. **War in Ireland** or country of residence.
9. suicide, attempted suicide or deliberate self-inflicted injury by the **Insured Person** regardless of the state of their mental health.
10. post traumatic stress disorder or related syndromes or any psychological or psychiatric condition.
11. repetitive stress (strain) Injury or syndrome or any gradually operating cause.
12. any act of **Terrorism** involving the use of **Nuclear, Chemical or Biological Weapons or Agents.**
13. 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.
14. any claim in excess of the **Maximum Limit** per **Insured Person** or Aggregate Limits as shown in the Schedule.
15. travelling to a country where there has been a notified pandemic or epidemic outbreak, prior to the purchase of the trip.

**Chubb** will not pay any claim which is caused by or results from:

- a) arising out of 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;
- b) 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;
- c) arising out of or relating to any **Insured Person** whose main residence is in Cuba; and/ or
- d) arising out of or relating to any **Insured Person** whose main residence is in Cuba; and/ or
- e) which would result in **Chubb** being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, **Irish** law or United States of America.

You should contact **Chubb's** Customer Services Team on 01 440 1700 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, **Irish** Law or United States of America.

### **What this policy does not cover - Section A: Full Time Education Fees**

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**Chubb** shall not be liable for:

- a) any claim of any kind directly or indirectly arising from, relating to or in any way connected with COVID-19 or its outbreak;
- b) any expenses incurred where the **Insured Person** enrolls on an academic course against the advice of a **Qualified Medical Practitioner**;
- c) any expenses incurred as the result of the default or financial failure of any transport, accommodation provider, college, university or language school or any agent acting for them or of any agent acting for the Policyholder or **Insured Person**.
- d) any costs or charges paid or discharged by the use of promotional vouchers or awards of any description;
- e) any expenses incurred as a result of disinclination of an **Insured Person** to travel or, if on a **Journey**, disinclination to



- continue;
- f) more than a rateable proportion of any expenses which are also recoverable from any other insurance policy which is applicable to the Policyholder or **Insured Person**;
  - g) any expenses incurred where a **Full Time Education** course is cancelled as a result of redundancy or resignation of the **Insured Person** or of the termination of the **Insured Person's** employment within 31 days of the commencement of a pre-booked **Journey** or **Full Time Education** Course;
  - h) any expenses incurred as result of adverse changes in the Policyholder's or an **Insured Person's** financial circumstances;
  - i) any expenses incurred as a result of regulations or order made by any Public Authority or Government;
  - j) any expenses incurred if the Policyholder or **Insured Person** is refused entry to **Ireland** or has a Visa application refused;
  - k) any pre-paid college, university or language school **Full Time Education** fee which the Policyholder is not contracted to reimburse to the **Insured Person**.

#### **What this policy does not cover - Section B: Injury**

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- 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**.

#### **What this policy does not cover - Section C: Personal Liability**

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**Chubb** shall not be liable 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**

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##### **Acquisitions**

If during the **Period of Insurance** the **Insured** acquires or creates a subsidiary or Associated Company either directly or through one of its own subsidiaries, cover under this Policy automatically extends to include such subsidiary or Associated

Company from the date of its acquisition or creation, provided that the revised underwriting information does not vary by more than 10% from the information upon which the premium at inception or last renewal (whichever occurred last) was calculated.

Underwriting information for the purposes of this Condition shall mean whichever of the following elements has formed the basis of the premium calculation:

1. estimated salaries;
2. numbers of **Insured Persons**;
3. fixed benefits.

If the revised underwriting information varies by more than 10% **Chubb** agrees to provide cover from the date of creation or acquisition of such subsidiary or Associated Company, for a period of 30 days during which time the **Insured** shall provide any additional information as **Chubb** may require and pay such additional premium as may become due.

### **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 15 days of the end of the **Period of Insurance** provide the actual numbers to **Chubb** 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**. **Chubb** 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. **Chubb** will not pay more than the **Maximum Limit** for benefits 1 to 3 or any other sum insured as shown in the Schedule for any **Insured Person**.
2. **Chubb** will not pay more than one of the Benefits 1 to 3 shown in the Schedule in respect of any one **Insured Person** for **Bodily Injury** arising from the same loss.
3. 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 **Chubb** in assessing the level of benefit payable.
4. 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.
5. If the aggregate amount of all benefits payable under this Policy 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 have been issued by **Chubb** in the name of the **Insured**, only the greatest **Aggregate Limit** shall apply over all.

### **Cancellation**

**Chubb** 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 **Chubb** 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.

**Chubb** reserves 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.

### **Changes to Policy Terms or Premiums**

**Chubb** reserves the right to make changes or add to the Policy terms and to change the **Premiums** applicable:

1. for legal, regulatory or taxation reasons; and/or
2. to reflect new industry guidance and codes of practice; and/or
3. to reflect legitimate costs increases or reductions associated with providing this Policy.

### **Compliance with Policy Requirements**

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.

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 **Chubb** reserves the right not to pay a claim.

### **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 **Chubb**.

### **Duplicate Insurance**

If at the time of loss, theft, damage, expense or liability insured (except under Personal Injury Section) there is another insurance against such loss or any part thereof, the Insurer shall be liable under this Insurance for their proportionate share only of such loss.

### **Insurance Act 1936**

All monies 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 **Ireland**.

### **Interest**

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

Where interest becomes payable by **Chubb**, 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 **Chubb** 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 **Chubb** 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**

Other taxes or costs may exist which are not imposed by **Chubb**.

### **Policy Age Limits**

1. Unless otherwise agreed by **Chubb** and specifically noted in this Policy no person over the age of 80 will be covered by this Policy.
2. Benefits will not be payable for Permanent Total Disablement or Temporary Total Disablement in respect of persons who are not in remunerative employment or who have retired from gainful employment and are receiving a pension of any kind.

### **Payment of Benefits**

Notwithstanding the General Condition headed 'Assignment', where in relation to any Claim the **Insured**, at its discretion, directs **Chubb** to do so, **Chubb** shall pay benefits to, or indemnify, a named **Insured Person** and the receipt of such **Insured Person** shall be a sufficient discharge of **Chubb's** 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 injury, **Illness**, expense, loss, theft or damage.

### **Stamp Duties Consolidation Act 1999**

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 125 of the Stamp Duties Consolidation Act 1999 or any future law, enactment or regulation.

### **Sanctions Clause**

**Chubb** shall not provide cover and **Chubb** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Chubb** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union,

United Kingdom or United States of America. **Chubb** shall not cover any claim arising under this policy arising out of any trip in, to or through Cuba.

## Claims Notifications and Conditions

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### Claims notification

On the happening of an occurrence likely to give rise to a claim contact: O'Driscoll O'Neil DAC T/A Study And Protect

Postal Address:

O'Driscoll O'Neil DAC T/A Study And Protect

17 Herbert Place

Dublin

T 01 639 5800

E info@studyandprotect.com

or

The Chubb Claims Service Team

Postal Address:

The Chubb Claims Service Team

Chubb European Group SE

5 Georges Dock

IFSC

Dublin 1

T (01) 440 1700 (Within Ireland only)

I +353 (1) 440 1700

F (01) 440 1701

E IRLclaims@chubb.com

### Claims Conditions

1. The **Insured Person** shall as soon as possible after the occurrence of any **Accidental Bodily Injury**:
  - 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 **Chubb** and **Chubb** 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**, **Chubb** 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 **Chubb** such certificates, information and evidence as **Chubb** may from time to time reasonably require in the form prescribed by **Chubb**. **Chubb** 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 **Chubb** shall be under no liability in respect of such claim.

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.

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

### Paying Claims

1. If the **Insured Person** has a Claim **Chubb** will deal with this based on the details of cover as shown in the last Schedule of Benefits sent to the **Insured** before the **Accident**.

2. **Accidental death:**
  - a. If the **Insured Person** is aged 18 years or over **Chubb** will pay the **Insured Person** for **Accidental** death to the estate of the deceased **Insured Person** and the receipt given to **Chubb** by the Personal Representatives shall be a full discharge of liability by **Chubb** in respect of the Claim for such Benefit Amount;
  - b. If the **Insured Person** is a minor, **Chubb** will pay the Benefit Amount for **Accidental** death to their **Partner** if the minor has a **Partner**. If the minor is not a **Partner** **Chubb** will pay the **Parent or Legal Guardian** of such minor, for the benefit of that minor. The **Partner's/Insured Person's/Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Chubb** in respect of the Claim for such Benefit Amount.
3. All other Claims:
  - a. If the **Insured Person** is aged 18 years or over **Chubb** will pay the Benefit Amount for all Claims other than **Accidental** death to that **Insured Person** and their receipt shall be a full discharge of all liability by **Chubb** in respect of the Claim for such Benefit Amount or the assessed percentage.
  - b. If the **Insured Person** is a minor and has a **Partner**, **Chubb** will pay the Benefit Amount for all Claims other than **Accidental** death to their **Partner**. If the minor is not a **Partner**, **Chubb** will pay the **Parent or Legal Guardian** of such minor, for the benefit of that minor. The **Partner's/Insured Person/Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Chubb** in respect of the Claim for such Benefit Amount or the assessed percentage.

## Complaints Procedure

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**Chubb** is dedicated to providing a high quality service and wants 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:

1. O'Driscoll O'Neil DAC T/A Study And Protect  
17 Herbert Place  
Dublin  
T 01 639 5800  
E info@studyandprotect.com

or

2. The Accident & Health Manager  
Chubb European Group SE  
5 Georges Dock  
International Financial Services Centre  
Dublin 1  
T 1800 707170  
F (01) 4401701  
E irelandenquiries@chubb.com

quoting Policy details.

**Chubb** 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 **Chubb's** 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

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.

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.

## Data Protection

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**Chubb** use personal information which the **Insured** supplies to **Chubb** 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 **Chubb** are insuring, services **Chubb** are providing or to a claim the **Insured** or the **Insured Person** is reporting.

**Chubb** 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. **Chubb** also use a number of trusted service providers, who will also have access to **Insured Persons'** personal information subject to **Chubb's** 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, **Chubb** strongly recommend the **Insured** and the **Insured Persons** read its user-friendly Master Privacy Policy, available here: <https://www2.chubb.com/uk-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 **Chubb** at <mailto:dataprotectionoffice.europe@chubb.com>.

## Definitions

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

### 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.

### 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.

### Aggregate Limit

means the maximum amount shown in the Schedule of Benefits that **Chubb** will pay per **Event**. Where more than one Schedule, Schedule of Benefits or Policy showing benefits has been issued by **Chubb** in the name of the Policyholder, one Aggregate Limit, the greatest, shall apply over all.

### 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**.

**Chubb**

means Chubb European Group SE.

**Chubb Assistance**

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

**Child/Children**

means an **Insured Person** who is the **Insured Person's** and/or their **Partner's** children, stepchildren, legally adopted children and children for whom the **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 **Insured Person** on a visit to **Ireland** to attend a course; and
- 2) be unmarried; and
- 3) depend on the **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 **Chubb** as being specially included in this insurance.

**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 within 12 weeks of the expected date of delivery 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.

**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.

**EUR**

means Euro.

**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. The duration and extent of an event shall be limited to 168 consecutive hours. No instance of **Bodily Injury**, expense, loss, damage or liability occurring outside such period shall be included in that event.

**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 medical practitioner who provides primary care and specializes in family medicine.

### **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 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**

The **Insured Person's Partner** or fiancé(e) or the grandchild, **Child** (including fostered and adopted children), brother, sister, parent, grandparent, grandchild, step-brother, step-sister, step-parent, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece of the **Insured Person**, or anyone noted as next of kin on any legal document.

### **Insured**

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 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:

1. an arm - amputation or complete and permanent loss of use - at or above the wrist;
2. a leg - amputation or complete and permanent loss of use - at or above the ankle (talo-tibial joint).

### **Loss of Sight**

means in respect of:

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; or
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 **Chubb** is 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.

### **Permanently Resident**

means resident in the first instance for at least three months and thereafter for forty weeks each year.

### **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**.

### **Qualified Medical Practitioner**

means a doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

1. an **Insured Person**; or
2. a relative of such **Insured Person**

unless approved by **Chubb**.

### **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.

## Chubb. Insured.<sup>SM</sup>

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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.