



ARACHAS

Pupil Cover

Arachas Pupil Cover Group Injury Insurance

Policy Wording

CHUBB®

Contact information

Chubb Claims

T (01) 440 1700

W www.chubbclaims.ie

Financial Services and Pensions Ombudsman

T (01) 567 7000

E info@fspoi.ie

W www.fspoi.ie

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

Contents

Contact information	02	Policy Conditions	
Welcome		Cancellation	15
Introduction	04	Changes to Policy Terms or Premiums	15
Insurance Agreement	04	Disappearance	16
Law Applicable to Contract	04	Duplicate Insurance	16
Policy Definitions	05	Insurance Act 1936	16
Insuring Clause	09	Interest	16
Schedule of Benefits	10	Answering Chubb's Queries	16
Pre-requirements for cover to apply	11	Non Contribution Clause	16
What this policy covers		Other Taxes or Costs	17
SECTION 1. Accidental death	11	Reasonable Precautions	17
SECTION 2. Permanent Total Disablement & Permanent Disabling Injuries	12	Remedies for Misrepresentation	17
SECTION 3. Accident Medical Expenses	12	Stamp Duties Consolidation Act 1999	18
SECTION 4. Dental Injury & Dental Emergency Treatment	13	Sanctions Clause	18
SECTION 5. Hospital Stay (Accidents Only)	13	Complaints Procedures	20
What this policy does not cover	14	Regulatory Information	21
		Data Protection	22

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
- Policy Definitions
- Insuring Clause
- Schedule of Benefits
- What the Policy covers
- What the Policy does not cover
- Policy Conditions
- Claims information
- Complaints Procedures and Regulatory Information

Insurance Agreement

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

The **Insured** will pay the premium.

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

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

Law Applicable to Contract

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



James Duncan
Authorised Official
For Chubb European Group SE

Policy Definitions

Wherever the following words and phrases shown below appear in **bold** in this Policy, they will have the meanings defined below:

Accidental Bodily Injury/Bodily Injury

means bodily injury caused solely by accidental violent, external and visible means and which directly and independently of any other cause results within 12 calendar months in:

- a) Death;
- b) Total loss by physical severance at or above the wrist or ankle or permanent total loss of use of an entire hand arm foot or leg;
- c) Total and irrecoverable loss of sight in one or both eyes or hearing in one or both ears or speech;
- d) Permanent Total Disablement preventing the **Insured Person** from performing or attending any business, profession or occupation;
- e) Medical, surgical or optical expenses including **Hospital** nursing treatment and ambulance hire not recoverable from any other source (e.g. Medical Health Insurer);
- f) Dental expenses including **Hospital** nursing treatment and ambulance hire not recoverable from any other source (e.g. Medical Health Insurer);
- g) **Hospital** confinement in a recognised establishment

Act of Terrorism

means any 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 organization(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Aggregate Limit

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

Employee

means any person:

- a) under a contract of service or apprenticeship with the **Insured**;
- b) supplied or lent to or hired by the **Insured** (including Volunteer Workers);
- c) who is Self-Employed; whilst working for, or on behalf of the **Insured**.

Event

means all instances of **Bodily Injury**, expense, loss, damage or liability 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.

Hazardous Activities

means the following activities:

- a) motor vehicle and/or motor bike racing;
- b) horse or pony racing or jumping unless in connection with **School Activities**;
- c) ice-hockey, skeletoning or bobsleighing;
- d) mountaineering or rock climbing necessitating the use of ropes or guides, however this Exclusion shall not apply in respect of climbing walls owned by or used by the **Insured**;
- e) potholing or similar underground activity;
- f) parachuting or hang gliding;
- g) white water rafting or scuba diving;

Hospital

means any institution under the constant supervision of a resident physician which is legally licensed as a medical or surgical **Hospital** located in the Republic of Ireland. For the purpose of **Accidental Bodily Injury** occurring outside the Republic of Ireland **Hospital** means any institution under the constant supervision of a resident physician which is legally licensed as a medical or surgical **Hospital** and utilised solely for the purpose of emergency treatment in the country where the **Accidental Bodily Injury** occurred.

The following are not **Hospitals** for the purpose of this insurance:

- (a) psychiatric institutions
- (b) nursing or rest homes
- (c) convalescent homes or extended care facility

- (d) any facility the main function of which is the treatment of drug or alcohol addiction
- (e) any geriatric facility or any hospice

Insured

means the School or other educational establishment shown in the School Schedule (the School).

Insured Person

means:

- a) where all Pupils of the School are to be covered by this Policy, indicated by the reference 'All Pupils' in the School Schedule, any pupil attending the School whose name appears on the School's register of pupils; or
- (b) where specified Pupils are to be covered by this Policy, indicated by the reference 'Specified Pupils' in the School Schedule, any Pupil of the School whose name appears on the School's register of Pupils and is specified in the **Proposal**;

who in either case (a) or (b) is aged not less than 2 years and 6 months or more than 22 years of age at the commencement of the **Period of Insurance**.

- (c) where all **Employees** or **Post Leaving Certificate Students of the School** are to be covered by this Policy indicated by the reference 'All Staff' and/or 'All PLCS' in the School Schedule any **Employee** engaged by the Insured or **Post Leaving Certificate Student** whose name appears on the Schools register of students;
- (d) where specified **Employees** or **Post Leaving Certificate Students** of the School are to be

covered by this Policy indicated by the reference 'Specified Staff' or 'Specified PLCS' in the Schedule any **Employee** engaged by the **Insured** and specified in the Proposal and/or any **Post Leaving Certificate Student** whose name appears on the Schools register of students and is specified in the **Proposal**;

who in either case (c) or (d) is aged not less than 16 years or more than 65 years at the commencement of the **Period of Insurance**.

Insurer We/Us/Our

means Chubb European Group SE.

Loss of Hearing

means total and irrecoverable deafness confirmed by audiometer and sound threshold tests.

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.

Loss of Speech

means permanent and total loss of speech.

Medical Practitioner

means a duly qualified Medical or Dental Practitioner or Optometrist registered under the Medical Practitioners Act 2007, Medical Practitioners (Amended) Act 2017 the Dentists Act 1985 or the Opticians Act 1956 and Opticians (Amendment) Act 2003 respectively other than:

- (a) an **Insured Person**;
- (b) a member of the immediate family of the **Insured Person**;
- (c) an employee of the **Insured**.

Operative time

means:

- (a) In respect of pupils either;
 - i. during **School Activities** taking place with the full knowledge and authority of the School, including direct travel to and from any such activity, indicated by the reference **School Activities** in the School Schedule; or
 - ii. during all social, domestic and leisure activities and during **School Activities** taking place with the full knowledge and authority of the School, indicated by the reference 24 hour in the School Schedule.

- (b) In respect of **Employees** and/ or **Post Leaving Certificate Students**:
- i. during **School Activities** including direct travel to and from any such activity indicated by the reference **School Activities** in the School Schedule.

Period of Insurance

means the period specified in the School Schedule.

Pollution or Contamination means:
means:

- (a) all **Pollution** or **Contamination** of buildings or other structures or of water or land or the atmosphere;
- (b) all **Accidental Bodily Injury** directly or indirectly caused by such **Pollution** or **Contamination**.

Post Leaving Certificate Student

means any person who is attending a post leaving certificate course in the School but excluding persons attending Institutes of Technology Commercial Colleges and/or Universities.

Proposal

means the application in respect of this insurance made to **Us** by or on behalf of the **Insured** whether in writing or otherwise.

Repair and Replacement Costs

Means the cost of repairing partially damaged property, or, if property is totally lost or destroyed or uneconomical to repair, the cost of replacing the property as new.

School Activities

means any activity usual to a school which is carried out with the full knowledge and authority of and under the control of the board of management / governors of the School or of any other person specifically authorised by them.

School Uniform

Means a consistent and standardised set of clothing that all pupils are required to wear by their school. This can include summer school uniform(s), winter school uniform(s) and PE sports kit mandated by the school and outlined in the Code of Conduct, School Uniform Policy or other official school document.

Insuring Clause

We will pay to an **Insured Person** the relevant benefit specified in the schedule of benefits if such **Insured Person** sustains **Accidental Bodily Injury** in the **Operative Time** during the **Period of Insurance**.

Provided that:

1. an **Insured Person** shall only be entitled to receive benefit under one of the benefits specified in the schedule of benefits in respect of the same accident or the same period of disablement other than in respect of medical or dental expenses;
2. the benefits specified in the schedule of benefits shall only be payable upon delivery to **Us** of appropriate certification of the relevant circumstances by a **Medical Practitioner**;
3. the maximum amount payable by **Us** under this policy in respect of all benefits specified in the schedule of benefits shall not exceed €6,500,000 in respect of any one occurrence or all occurrences of a series consequent on one source or original cause irrespective of the number of claims or the number of **Insured Persons** claiming.

Schedule of Benefits

Accidental Bodily Injury causing: Limit	
Death	€10,000
Permanent total loss of sight in one eye or loss / loss of use of one limb	€50,000
Permanent total loss of sight in both eyes or loss / loss of use of both limbs	€100,000
Permanent total disability	€100,000
Loss of hearing in one ear	€40,000
Loss of hearing in both ears	€100,000
Loss of speech	€40,000
Medical surgical or optical expenses not recoverable from any other source up to a maximum of -	€50,000
Dental expenses not recoverable from any other source up to a maximum of * -	€50,000
Hospital confinement payable per complete day (24 hour period) which shall continue whilst confined but not beyond 90 days from the day on which the Insured Person was first confined	€20
Damage to School Uniform following Accidental Bodily Injury :	€100
Aggregate Limit	€6,500,000

Endorsements

Dental Benefits will cease on the **Insured Person's** 21 birthday with the exception of:

- i. **Employee**;
- ii. **Post Leaving Certificate Students**;
- iii. **Insured Person(s)** over 21 years of age;

where there will be a 1 year time limit from the date of accident.

The maximum benefit for medical, surgical or optical expenses not recoverable from any other source is €7,500 if the **Bodily Injury** is incurred whilst playing or training for any recognised sports club or sports association. If the **Bodily Injury** is in connection with **School Activities** the full benefit amount of €50,000 is applicable.

The maximum benefit for dental expenses not recoverable from any other source is €7,500 if the **Bodily Injury** is incurred whilst playing or training for any recognised sports club or sports association. If the **Bodily Injury** is in connection with **School Activities** the full benefit amount of €50,000 is applicable.

Pre-requirements for cover to apply

All **Insured Persons** must be permanently resident in Ireland.

To be covered under this Policy, all **Insured Persons** under this Policy must have their main residence in Ireland and be in Ireland when this Policy is taken out.

What this policy covers

If an accident occurs during the **Period of Insurance** and **Operative Time** that causes **Bodily Injury** to an

Insured Person which results in:

1. Accidental death
2. Permanent total disablement & permanent disabling injuries
3. Accident medical expenses
4. Dental injury & emergency dental treatment
5. Hospital stay (accidents only)

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

SECTION 1. Accidental death

If during the **Period of Insurance** an accident occurs during the **Operative Time** and causes **Bodily Injury** resulting in accidental death to an **Insured Person**, **Chubb** will pay the benefit amount stated in the schedule of benefits.

Specific Proviso and Limitation for Section 1 (Accidental Death) Disappearance

If an **Insured Person** disappears and it is reasonable for the Police or registration authorities to believe that the **Insured Person** has died as a result of **Bodily Injury**, **Chubb** will pay the death benefit amount. The payment will be subject to a signed undertaking given by the **Insured Person's** legal representatives that if the **Insured Person** is later found to be alive, the death benefit amount shall be refunded to **Chubb**.

SECTION 2. Permanent Total Disablement & Permanent Disabling Injuries

If during the **Period of Insurance** an accident occurs during the **Operative Time** and causes **Bodily Injury** to an **Insured Person**, **Chubb** will pay the benefit amount stated in the schedule of benefits.

Specific Limitations for Section 2 (Serious Injury)

Known conditions

Any contributory degenerative condition or disablement (as determined by a doctor) known by an **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 amount payable for permanent disability.

Specific Provisos and Limitations for Section 1 (Accidental Death) & Section 2 (Permanent Total Disablement & Permanent Disabling Injuries)

1. Exposure

If an **Insured Person** suffers **Bodily Injury** as a result of unavoidable exposure to severe weather conditions, **Chubb** will consider it as having been caused by an accident.

2. Payment of Benefit under multiple Items

Benefits shall not be payable under more than one of the accidental death or permanent disability benefit amounts in respect of any one accident.

Specific provisions applicable to Permanent Disabling Injuries:

If a benefit is payable for **Loss of Limb** or Loss of use of a Limb then benefit for loss of or loss of use of parts of that limb cannot also be claimed.

SECTION 3. Accident Medical Expenses

If during a **Period of Insurance** and **Operative Time** an accident occurs and causes **Bodily Injury** to an **Insured Person** resulting in costs necessarily incurred within 12 months of the accident for **Hospital**, ambulance, surgical or other diagnostic or remedial treatment given or prescribed by a **Medical Practitioner**, **Chubb** will pay the appropriate benefit amount stated in the Schedule of Benefits. No account shall be taken of any psychological effects. The level of benefit payable shall be assessed at the time when the **Insured Person** reaches maximum medical improvement (upon a medical assessment by **Chubb**), or as at 24 calendar months from the date of the accident, whichever is sooner.

Specific Provisos and Limitations for Section 3 (Accident Medical Expenses)

If an **Insured Person** incurs Accidental Medical Expenses, the **Insured Person** must follow the claims procedures specified by his or her Private Medical Insurance provider if applicable.

If an **Insured Person's School Uniform** is damaged following an accident which results in a claim being

submitted for **Bodily Injury** during the Operative Time, We will pay **Repair and Replacement** Costs up to €100.

The maximum benefit for medical, surgical or optical expenses not recoverable from any other source is €7,500 if the **Bodily Injury** is incurred whilst playing or training for any recognised sports club or sports association.

SECTION 4. Dental Injury & Dental Emergency Treatment

1. Dental Injury

If during a **Period of Insurance** and **Operative Time** an accident occurs and causes dental injury to an **Insured Person**, **Chubb** will pay up to the Benefit Amount stated in the Schedule of Benefits. dental injury means an injury to the teeth and supporting structures (including damage to dentures or orthodontic appliance whilst being worn) which is directly caused by a sudden, external and identifiable event that happens by chance and could not have been expected.

2. Emergency Dental Treatment

If during a **Period of Insurance** and **Operative Time** an **Insured Person** receives emergency dental treatment, **Chubb** will pay reasonable fees for the necessary treatment and services provided for all such dental treatment up to the benefit amount stated in the Schedule of Benefits for each **Period of Insurance**.

This includes treatment received at

the initial emergency consultation as well as any subsequent treatment identified as being required solely as a result of the dental emergency. Where appropriate the dentist callout fee will be included as part of the cost of treatment. If a visit is not required, the cost of a telephone consultation is included.

Specific Exclusions for Section 4 - Dental

Chubb will not pay for:

1. Total or partial loss of or damage to any tooth caused by wear and tear within the mouth.
2. Routine dental care or check-ups.
3. Loss of or damage to dentures or Orthodontic appliances occurring other than whilst being worn.
4. Routine orthodontic treatment.
5. Cosmetic treatment except where it forms part of treatment for dental injury as a result of an accident.
6. More than €7,500 if the **Bodily Injury** is incurred whilst playing or training for any recognised sports club or sports association.

SECTION 5. Hospital Stay (Accidents Only)

If **Bodily Injury** to an **Insured Person** results in the hospitalisation of the **Insured Person**, **Chubb** will pay the Sum Insured stated in the Schedule. The benefit will be payable for up to 365 days in all from the first day of Hospitalisation.

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) **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;
 - b) the **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind;
 - c) the misuse of alcohol or solvents, or as a result of drugs ingested (except for drugs which are properly prescribed);
 - d) **Bodily Injury** incurred whilst playing or training for any recognised sports club or sports association except in connection with **School Activities**;
 - e) arising from the use of woodworking machinery driven by mechanical power unless in connection with **School Activities**;
 - f) the **Insured Person** engaging in:
 - i) 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;
 - ii) **Hazardous Activities**
 - g) The **Insured Person**:
 - i) riding on; or
 - ii) driving, unless he or she is fully licenced to do so; a motor cycle or motor scooter other than a moped.
 - h) war in Ireland;
 - i) suicide, attempted suicide or deliberate self-inflicted injury by the **Insured Person** regardless of the state of their mental health;
 - j) post-traumatic stress disorder or related syndromes or any psychological or psychiatric condition;
 - k) repetitive stress (strain) Injury or syndrome or any gradually operating cause;
 - l) any act of terrorism involving the use of nuclear, chemical or biological weapons or agents;
 - m) 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.
 - n) any illness or disease not directly resulting from **Bodily Injury**;
 - o) any claim in excess of the maximum limit per **Insured Person** as shown in the Schedule.

- p) travelling to a country where there has been a notified pandemic or epidemic outbreak, prior to the purchase of the trip.
 - q) loss or theft of **School Uniform**.
2. **We** will not pay any claim which would result in **Us** 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.

Policy Conditions

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 **We** 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 cancel this Policy within 14 working days after receiving confirmation of the Policy having been concluded. Provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this Policy, Chubb shall be entitled to retain premium for the period up to the date of cancellation (if any) and shall promptly return the pro rate portion of the premium paid.

Changes to Policy Terms or Premiums

We reserve 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.

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**.

Duplicate Insurance

If at the time of **Accidental Bodily Injury** 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 moneys which become or may become due and payable by **Us** 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 **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.

Answering Chubb's Queries

The **Insured**, the **Insured Persons** and anyone acting on their behalf each have a responsibility to answer honestly and with reasonable care all questions posed by **Chubb** when applying for or claiming under this Policy, including when it is varied or renewed.

Non Contribution Clause

If at the time of the happening of any occurrence covered by this Policy there is any other existing insurance whether effected by the Insured or the Insured Person or not covering the same liability **We** shall not be liable to indemnify the Insured or the **Insured Person** in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other

insurance had this Policy not been effected.

Other Taxes or Costs

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

Reasonable Precautions

The **Insured** and **Insured Person** shall take all reasonable steps to avoid or minimise any **Accidental Bodily Injury**.

Remedies for Misrepresentation

In answering Our questions:

- if the **Insured**, the **Insured Person** or anyone acting on the **Insured's** or the **Insured Person's** behalf provides **Us** with information which the **Insured** or they know is false or misleading;
- if the **Insured**, the **Insured Person** or anyone acting on the **Insured's** or the **Insured Person's** behalf consciously disregards whether a misrepresentation is false or misleading; or
- any conduct (relative to the contract or the steps leading to its formation) by the **Insured**, the **Insured Person** or anyone acting on the **Insured's** or the **Insured Person's** behalf involves fraud of any other kind, then **We** can treat this Policy as if it never existed, **We** can decline all claims and **We** need

not return any premium paid by the **Insured Person**.

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

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided the **Insured Person** with insurance cover which **We** would not otherwise have offered;
- amend the terms of the Policy. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by the **Insured**, the **Insured Person** or anyone acting on the **Insured's** or the **Insured Person's** behalf's carelessness;
- reduce the amount **We** pay on a claim to the proportion that the premium **Insured Person** has paid bears to the premium **We** would have charged the **Insured Person** had the careless misrepresentation not been made;
- cancel the Policy in accordance with **Our** cancellation rights set out on page 15 of this Policy.
- In answering **Our** questions if the **Insured**, the **Insured Person** or anyone acting on the **Insured's** or the **Insured Person's** behalf makes an innocent misrepresentation (that is one that is neither fraudulent or careless) **We** will still pay the claim and **We** will not treat the Policy as if it never existed.

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

We shall not be deemed to provide cover and **We** 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 **Us**, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Ireland or United States of America.

Claims Notification and Conditions

Claims notification

On the happening of an occurrence likely to give rise to a claim please visit:

www.chubbclaims.ie

or contact:

The Chubb Claims Service Team

Postal Address:
Chubb European Group SE
PO Box 682
Winchester
SO23 5AG
United Kingdom

T (01) 4401700
F (01) 4401701;

Claims Conditions

1. On the happening of an occurrence likely to give rise to a claim under this policy, notice shall be given to **Us** as soon as possible and in any event within 730 days (2 years) after the date of the occurrence.
2. In the event of the death of the **Insured Person**, **We** will be entitled to have a post-mortem examination carried out at **Our** 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 **Our** own expense, upon reasonable notice to the **Insured**, to request a medical examination of an **Insured Person** as appropriate.

- 4 **We** will not be liable to pay a Claim and may cancel the Policy immediately if:
 - i. Fraudulent claims
a Claim contains information that is false or misleading in any material respect and which the **Insured Person(s)** or anyone acting on his or her behalf either knows to be false or misleading or consciously disregards whether it is false or misleading; or
 - ii. Fraud
if the **Insured Person(s)** or anyone acting on his or her behalf, uses fraudulent means to benefit under this policy.

Paying Claims

1. If the **Insured Person** has a claim **We** 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:
 - i. If the **Insured Person** is aged 18 years or over **We** will pay the **Insured Person** for accidental death to the estate of the deceased **Insured Person** and the receipt given to **Us** by the Personal Representatives shall be a full discharge of liability

- by **Us** in respect of the claim for such benefit amount;
- ii. If the **Insured Person** is aged under 18 years, **We** will pay the parent or legal guardian of such minor, for the benefit of that minor. The **Insured Person's** parent or legal guardian's receipt shall be a full discharge of all liability by **Us** in respect of the claim for such Benefit Amount.
3. All other Claims:
- i. If the **Insured Person** is aged 18 years or over **We** 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 **Us** in respect of the claim for such benefit amount or the assessed percentage.
 - ii. If the **Insured Person** is aged under 18 years, **We** will pay the parent or legal guardian of such minor, for the benefit of that minor. The **Insured Person's** parent or legal guardian's receipt shall be a full discharge of all liability by **Us** in respect of the claim for such benefit amount or the assessed percentage.

Complaints Procedures

We 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:

The Accident & Health Manager
Chubb
5, Georges Dock
International Financial Services
Centre
Dublin 1

T 1800 707170
E irelandenquiries@chubb.com

quoting Policy details.

The Financial Services and Pensions Ombudsman may be approached for assistance if there is still dissatisfaction with **Our** response.

Their contact details are given below. A leaflet explaining the procedure is available on request.

Financial Services and Pensions Ombudsman

3rd Floor
Lincoln House
Lincoln Place
Dublin 2
D02 VH29

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

Insurance Ireland
5 Harbourmaster Place
IFSC
Dublin 1

T 01 676 1914
F 01 676 1943
E feedback@insuranceireland.eu
W www.insuranceireland.eu

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

Regulatory Information

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.

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

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.

C1735/16 0625