



**ace europe**

# Student Personal Course Cancellation Insurance Policy

## **Insurer:**

ACE European Group Limited trading as ACE Europe and Combined Insurance is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules.

Registered branch in Ireland no. 904967 at 5 George's Dock, IFSC, Dublin 1. ACE European Group Limited (company number 1112892) is registered in England and Wales with registered offices at 100 Leadenhall Street, London EC3A 3BP.

ACE European Group Limited is a subsidiary of a US parent and ACE Limited, a NYSE listed company. Consequently, ACE European Group Limited 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 or insuring certain types of activities related to certain countries such as Iran, Syria, North Korea, North Sudan and Cuba.



**ace europe**

# Student Personal Course Cancellation Policy Schedule

**Policy Number:** TBA/ \_\_\_\_\_

**Intermediary:** O'Driscoll O'Neil Ltd, 17, Herbert Place, Dublin 2.  
\_\_\_\_\_

**Insured:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Business Description:** \_\_\_\_\_

**Period of Insurance:** **From** \_\_\_\_\_ **to** \_\_\_\_\_  
  
and any further period for which **ACE** shall agree to accept premiums.

**Premium:** €60 (including 5% Government Levy) per Insured Person. ACE 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 **ACE**.

Category:	Insured Persons:
A	Any student, under age 60, the <b>Principal Insured Person</b> .

Category:	Journey:
A	<p>Whilst attending an academic course with the <b>Insured</b> in <b>Ireland</b> which:</p> <p>a) commences during the <b>Period of Insurance</b> upon arrival in <b>Ireland</b> up to a maximum of 7 days prior to the commencement of such course;</p> <p>b) may include periods not exceeding 14 days in total in any one <b>Period of Insurance</b> (if annual cover has been chosen) or not exceeding 7 days in total in any one <b>Period of Insurance</b> (if 6-months cover has been chosen) during which the <b>Insured Person</b> may travel on holiday from <b>Ireland</b> to any country within <b>Europe</b> or the <b>European Economic Area</b>; and ceases within a maximum of 7 days after the completion of the course</p>

# Schedule of Benefits

Section		Category A
<b>Section A: Educational Course Fees</b>		
	Educational Course 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>Maximum Limit: €10,000</b>		
<b>Section C: Personal Liability</b>		
<b>Limit of Liability:</b>		€5,000,000

Date of issue:

## 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 **ACE** contact.

The parts of this Policy are;

- Introduction and the Insurance Agreement
- ACE 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 ACE European Group Limited (**ACE**) agree that:

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

**ACE** 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 **ACE** 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.

## Important Contact Details

### ACE Claims

Telephone: (01) 4401700  
e-mail: IRLclaims@acegroup.com

### Emergency Medical Expenses

Telephone: (01) 4401762

### Financial Services Ombudsman's Bureau

Lo Call: 1890 882090  
Tel: 01 662 0899  
Fax: 01 662 0890  
Email: enquiries@financialombudsman.ie  
Website: www.financialombudsman.ie

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



James Duncan  
Authorised Official

For ACE European Group Limited

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# Policy Definitions

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

€  
means **Euro**

**ACE**  
means ACE European Group Limited

**ACE Assistance**  
Means the travel assistance and emergency medical and repatriation services arranged by **ACE**.

**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 **ACE** will pay per **Event** in total under this and any other policies issued by **ACE** to the **Insured**.

**Air Sports**  
Any aerial pursuits or sports including, but not limited to, the following:

1. ballooning;
2. bungee-jumping;
3. gliding;
4. hang-gliding;
5. micro-lighting;
6. parachuting;
7. paragliding; or
8. parascending;

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

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

**Child/Children**  
means an **Insured Person** who is the **Principal Insured Person's** and / or their **Partner's** children, stepchildren, legally adopted children and children for whom the **Principal Insured Person** or the **Partner** is the Parent or Legal Guardian. To be covered by this Policy, the Child/Children must:

- 1) be accompanying the **Principal Insured Person** on a visit to **Ireland** to attend a course; and
- 2) be unmarried; and
- 3) depend on the **Principal Insured Person** or the **Partner**;
- 4) be over 3 months and under 18 years old; or be under 23 years old at the **Commencement Date**, if still in **Full-time Education**; and
- 5) approved in writing by the Intermediary and **ACE** 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 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.

**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; Northern and Southern 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.

### Educational Course

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/part 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

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**.

### 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

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 **ACE** 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 **ACE 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 **ACE**.

#### 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.

#### United Kingdom

means England, Scotland, Wales and Northern Ireland (excluding the Isle of Man and the Channel Islands).

#### 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.

#### 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.

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## 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;
7. aged 60 or over on the date the policy is bought;

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## 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 – Educational Course Fees

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

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

ACE will indemnify the Insured up to the amount shown in the policy schedule for any one Journey in respect of unused **Educational Course** 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 dies or is repatriated and their original planned **Educational Course** end date or earlier return to continue the course whichever is first.

#### Special conditions applicable to Educational Course Fees Section

1. The **Insured Person** must obtain a medical certificate from a Qualified Medical Practitioner to confirm their inability to complete the **Educational Course** and prior approval of ACE Assistance to confirm the necessity to return to their **Country of Origin** prior to Curtailment of the **Journey**.
2. The Insured Person must provide invoice and receipts for unused course fees, charges or expenses claimed for.
3. 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.

#### Specific Exclusions applicable to the Educational Course Fees Section

##### ACE shall not be liable for:

1. any expenses incurred where a **Journey** is booked or undertaken against the advice of a Qualified Medical Practitioner or where the purpose of the **Journey** is to receive medical treatment or advice;
2. 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.
3. any costs or charges paid or discharged by the use of promotional vouchers or awards of any description;
4. any expenses incurred as a result of disinclination of an **Insured Person** to travel or, if on a **Journey**, disinclination to continue;
5. 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;
6. any expenses incurred where a **Educational Course** 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 Educational Course Course;
7. any expenses incurred as result of adverse changes in the Policyholder's or an **Insured Person's** financial circumstances;
8. any expenses incurred as a result of regulations or order made by any Public Authority or Government;



9. any expenses incurred if the Policyholder or **Insured Person** was aware at the time of applying for this Insurance of any reason why the **Journey** should be cancelled or curtailed;

10. any expenses incurred if the Policyholder or **Insured Person** is refused entry to **Ireland** or has a Visa application refused;

11. any pre-paid college, university or language school **Educational Course** fee which the Policyholder is not contracted to reimburse to the **Insured Person**

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## 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**

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

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## 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**, **ACE** 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.

**ACE** 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 the written consent of **ACE**;
- 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 the consent of **ACE** 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 **ACE** may require. Every letter, claim, writ, summons and process shall be forwarded to **ACE** on receipt. Written notice shall be given to **ACE** 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. **ACE** 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 **ACE** 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. **ACE** 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) 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 **Irish** legal limit.
- c) the **Insured Person** travelling to any country which is or whose armed forces are engaged in **War** within its own borders;
- d) 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;
- e) 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
- f) The **Insured Person**:
  - i) riding on; or
  - ii) driving, unless he or she is fully licenced to do so in **Ireland**;a motor cycle or motor scooter other than a moped.
- g) any claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any of the following:
  - any loss or expenses with respect to Cuba or a specially designated person, entity, group or company on the **Specially Designated List** or which if reimbursed or paid by the Company would result in the Company being in breach of trade or economic sanctions or other such similar laws or regulations.
  - arising out of or relating to any travel to, from or

in Cuba or any travel which starts, ends or has a scheduled stop in Cuba;

- arising out of or relating to any Insured Person whose main residence is in Cuba; and/ or
- which would result in the Company being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, Ireland or United States of America.

You should contact ACE'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

- h) **War in Ireland or Country of Origin;** (In respect of the Personal Liability Section Exclusion 6 is replaced by Exclusion 12h).
  - i) suicide, attempted suicide or deliberate self-inflicted injury by the **Insured Person** regardless of the state of their mental health;
  - j) any act of **Terrorism** involving the use of **Nuclear, Chemical or Biological Weapons or Agents;**
  - k) 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.
2. **ACE** will not pay any claim for an **Insured Person** who is aged 60 or over.
4. **ACE** 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**.
5. **ACE** 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 **ACE** 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**. **ACE** 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. **ACE** 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. **ACE** 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 Educational Course 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 **ACE** 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 **ACE** in the name of the **Insured**, only the greatest **Aggregate Limit** shall apply over all.

### **Cancellation**

**ACE** 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 **ACE** shall promptly return any unearned portion of the **Premium** paid.

In the event of cancellation by **ACE** 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.

**ACE** 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.

### **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 **ACE** reserves 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 **ACE**.

### **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 **ACE**.

### **Insurance Act 1936**

All moneys which become or may become due and payable by **ACE** 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 **ACE** under this Policy shall carry interest unless payment has been unreasonably delayed by **ACE** following receipt of all the required certificates, information and evidence necessary to support the claim.

Where interest becomes payable by **ACE**, 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 **ACE** 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 **ACE** 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**

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

### **Payment of Benefits**

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

### **Policy Age Limit**

Unless otherwise agreed by **ACE** and specifically noted in this Policy no person over the age of 60 will be covered by this Policy.

### **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.

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## Claims Notification and Conditions

### Claims notification

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

Contact O'Driscoll O'Neil Ltd

**Postal Address:**, 17 Herbert Place, Dublin

**Telephone:** 01- 6395800;

**E-mail:** [info@odon.ie](mailto:info@odon.ie)

or

The **ACE** Claims Service Team.

**Postal Address:** ACE European Group limited, 5 Georges Dock, IFSC, Dublin 1.

**Telephone:** (01) 4401700 (Within **Ireland** only)

**International:** +353 (1) 4401700

**Facsimile:** (01) 4401701;

**E-mail:** [IRLclaims@acegroup.com](mailto:IRLclaims@acegroup.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 **ACE**

and **ACE** 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**, **ACE** 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 **ACE** such certificates, information and evidence as **ACE** may from time to time reasonably require in the form prescribed by **ACE**. **ACE** 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 **ACE** 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**.

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## Complaints Procedures

Both **ACE** 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 Limited  
**Postal Address:** 17 Herbert Place, Dublin  
**Telephone:** 01- 6395800;  
**E-mail:** [info@odon.ie](mailto:info@odon.ie)

b) The Accident & Health Manager  
ACE European Group Limited  
**Postal Address:** 5, Georges Dock,  
International Financial Services Centre  
Dublin 1.  
**Telephone:** 1800 707170

**E-mail** [cust.servIR@acegroup.com](mailto:cust.servIR@acegroup.com)

quoting Policy details.

**ACE** is a member of the Financial Services Ombudsman's Bureau (FSOB), which may be approached for assistance in limited circumstances if there is still dissatisfaction with **ACE's** response.

The FSOB's contact details are given below. A leaflet explaining the procedure is available on request.

Lo Call: 1890 882090  
Tel: 01 662 0899  
Fax: 01 662 0890  
Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)  
Website: [www.financialombudsman.ie](http://www.financialombudsman.ie)  
Address: 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place,  
Dublin 2

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, a **Insured Person** should contact the National Consumer Agency.

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## Data Protection

**ACE** fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it.

**ACE** is part of the **ACE** Group of companies. It and the group companies will use information given together with other information for the administration of this Policy, the handling of claims and the provision of customer services. The information may also be disclosed to **ACE's** service providers and agents for these purposes. It may be disclosed to the **Insured's** and **Insured Person's** agents, where appointed. It may also be used for the purposes of fraud prevention including passing details to other insurers and regulatory bodies.

Where the **Insured** or **Insured Person** has provided information about another person in connection with the purchase and performance of this insurance Policy, **ACE** will assume they have appointed the **Insured** or **Insured Person** to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information abroad.

**ACE** (or reputable organisations selected by them) may monitor and/or record communication to **ACE**, to ensure consistent servicing levels and account operation.

**ACE** will keep information about the **Insured** or **Insured Person** only for so long as it is appropriate. The **Insured** or **Insured Person's** each has a right to request a copy of the information (for which **ACE** may charge a small fee) and to correct any inaccuracies. To make sure instructions are followed correctly and to improve **ACE's** service through staff training, telephone calls may be recorded.

Our contact details are:

The Customer Service Manager,  
ACE European Group Limited,  
5, George's Dock  
International Financial Services Centre  
Dublin 1

**Telephone:** Tel: 1800 707170

**Fax:** (01) 4401701

**E-mail:** cust.servIR@acegroup.com