

**Cork Harlequins Hockey
and Cricket Club**

**Group Injury Insurance
Quotation**

CHUBB®

Group Injury Insurance Quotation



Table of Contents

Introduction	3
Insurance Agreement.....	3
Law Applicable to Contract	4
Important Contact Details.....	4
Policy Schedule.....	5
Date of Issue: 13 th October 2022	6
Pre-requirements for cover to apply – Section 1 Injury.....	7
What this Policy covers – Section 1 Injury.....	7
What this policy does not cover	8
What this policy does not cover – Section 1 Injury	10
Policy Conditions	10
Claims Notifications and Conditions	13
Complaints Procedure.....	15
Chubb Privacy Notice	15
Definitions.....	17
Insurer:	21

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

Chubb Group Injury and Travel Insurance is underwritten by Chubb European Group SE (Chubb)

The **Insured** and **Chubb** agree that:

- The **Insured** 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.
- This Policy, the Policy Schedule(s) and endorsements, if any, shall be read together as one contract and shall constitute the full terms and conditions of the Policy.
- Any word or expression shown in **bold capitalised text** to which specific meaning has been attached as defined in the Definitions section 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.

Important Contact Details

Chubb Claims

Telephone: (01) 4401700

e-mail: IRLclaims@chubb.com

Financial Services and Pensions Ombudsman

Tel: (01) 567 7000

Email: info@fspo.ie

Website: www.fspo.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 Chubb European Group SE

Policy Schedule

Policy Number:	IEBOPA14556/Quote
Intermediary:	McCarthy Insurance Group
Insured:	Cork Harlequins Hockey and Cricket Club
Address:	Farmers Cross, Ballygarvan, Co. Cork
Business Description	Hockey and Cricket Club
Period of Insurance	From 3rd November 2022 to 2nd November 2023
	and any further period for which Chubb shall agree to accept Premiums
Premium:	€1,000.00
Government Levy at 5%	€50.00
	(Note: Changes in the rate of Government Levy may affect the total payable in the future)
Total Premium Due	€1,050.00

Category	Definition of Insured Persons
A:	All Members of the Policyholder as declared to Chubb under the age of 18
B:	All Members of the Policyholder as declared to Chubb over the age of 18

Category:	Effective time:
A & B:	<p>Sports Club Cover including Social Activities</p> <p>Whilst an Insured Person is:-</p> <p>(a) at any ground or premises where the Policyholder has arranged a fixture or training session for the purpose of taking part in an Insured Sport.</p> <p>(b) Travelling, other than by air, to or from fixtures or training sessions as a member of an organised party under the direction of the Policyholder.</p> <p>(c) Engaging in any social activity organised by the Policyholder.</p> <p>Insured Sport shall mean any sporting activity which has been notified to and accepted by Chubb</p>

Schedule of benefits

Section 1 – Injury

Bodily Injury resulting in:		Category A	Category B
1	Death	€10,000	€50,000
2	Permanent Total Disablement:	€25,000	€50,000
3	Permanent Disabling Injuries:	€25,000	€50,000
4	Temporary Total Disablement:	Nil	Nil
5	Temporary Partial Disablement	Nil	Nil
6	Accident Medical Expenses within Ireland:	Up to €1,500 Dental expenses up to €500 for the relief of pain	Up to €1,500 Dental expenses up to €500 for the relief of pain
7	Excess:	€75	€75
Notes: Maximum Limit per Insured Person for Benefits 1, 2 and 3: €50,000			

Endorsements

Accident Medical Expenses	If an Insured Person incurs medical expenses, the Insured Person must follow the claims procedures specified by his or her Private Medical Insurance provider if applicable. No excess will apply in respect of Medical Expenses where a primary claim has been submitted under another insurance policy. In respect of all other Medical Expenses we will not pay the first €75 of each and every claim.
Physiotherapy Expenses	If during a Period of Insurance, an Insured Person necessarily incurs Physiotherapy Expenses as a direct result of the Insured Person sustaining Bodily Injury resulting in Broken Bones or Primary Dislocation, which gives rise to a valid claim under this Policy, the Company will indemnify the Insured in respect of such expense up to €350.00 per Insured Person in any one Period of Insurance. An Excess of €75.00 will apply to each and every claim.

Aggregate Limits

Per Event overall	€750,000
Per Event for Insured Persons whilst travelling in any multi-engine aircraft	€750,000
Per Event for Insured Persons whilst travelling in any aerial device other than a multi-engine aircraft	€150,000

Date of Issue: 13th October 2022

Pre-requirements for cover to apply – Section 1 Injury

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 – Section 1 Injury

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

1. **Death**
2. **Permanent Total Disablement**
3. **Permanent Disabling Injuries**
4. **Temporary Total Disablement**
5. **Accident Medical Expenses**

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

Specific provisions applicable to Permanent Disabling Injuries:

Chubb will pay a percentage of the amount shown in the Schedule of Benefits. The percentage payable will be relative to the degree of disablement as shown in the following Scale of Injuries which prescribes the maximum percentage payable for a range of **Permanent Disabling Injuries**.

Scale of Injuries

a.	Loss of one or more limbs	100%
b.	Loss of sight in one or both eyes	100%
c.	Loss of speech	100%
d.	Loss of hearing in both ears	100%
e.	Loss of hearing in one ear	25%

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.

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.

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

1. the **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind;
2. 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.
3. the **Insured Person** travelling to any country which is or whose armed forces are engaged in **War** within its own borders;
4. 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;
5. 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**.
6. 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.
7. **War in Ireland** or country of residence;
8. suicide, attempted suicide or deliberate self-inflicted injury by the **Insured Person** regardless of the state of their mental health;
9. post traumatic stress disorder or related syndromes or any psychological or psychiatric condition;
10. repetitive stress (strain) Injury or syndrome or any gradually operating cause;
11. any act of **Terrorism** involving the use of **Nuclear, Chemical or Biological Weapons or Agents**;
12. 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.
13. any illness or disease not directly resulting from **Bodily Injury**;
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:

- a) arises 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) arises 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) arises out of or relating to any Insured Person whose main residence is in Cuba; and/ or
- d) arises out of or relating to any Insured Person whose main residence is in Cuba; and/ or
- e) 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 1 Injury

Chubb will not pay any claim under Section 1 - Injury 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. **Permanent Total Disablement** or **Temporary Total Disablement** for an **Insured Person** who is aged 65 or over, who is not in remunerative employment or who is retired from gainful employment and receiving a pension of any kind.
- f. any indirect consequences of the event which gave rise to **Bodily Injury**, loss or expense unless specifically stated in the Policy. (Example: damage to clothing following an **Accident** which caused **Bodily Injury**.)

Policy Conditions

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** for a weekly benefit payable for
 - a. **Temporary Total Disablement** will not exceed 100%
 - b. **Temporary Partial Disablement** will not exceed 50% of the **Insured Person's** normal **Weekly Wage**.

It is the duty of the **Insured** or **Insured Person** to inform **Chubb** if any claim payment exceeds these limits. Payment will be proportionately reduced until these limits are not exceeded.

5. 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.
6. Payment by **Chubb** to the **Insured Person** of any weekly benefit does not prejudice **Insured Person's** entitlement to any other benefit but payment of weekly benefits will cease if **Chubb** pays any of benefits 1 to 6 as shown in Section 1 of the Schedule and **Chubb** will not be liable to pay any further benefits in respect of the same **Insured Person** for the same loss.
7. 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.
8. Where a period of **Temporary Total Disablement** or part thereof, is less than a complete week the amount payable for each **Working Day** shall be pro rata of the **Insured Person's Weekly Wage**.
9. **Chubb** will not pay any claim for **Temporary Total Disablement** or **Temporary Partial Disablement** if the **Insured Person** was not in gainful employment

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

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 Injury and Personal Liability Sections) 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.

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.

Third Party Rights

The **Insured** and **Chubb** have agreed that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. The **Insured** and **Chubb** can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under the Contracts (Rights of Third Parties) Act 1999.

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 be deemed to 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.

Claims Notifications and Conditions

Claims notification

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

The Intermediary who arranged the insurance, details as noted on the schedule
or
The **Chubb** Claims Service Team.

Postal Address: Chubb European Group SE, 5 Georges Dock, IFSC, Dublin 1.

Telephone: (01) 4401700 (Within Ireland only)
International: +353 (1) 4401700
Facsimile: (01) 4401701;

E-mail: IRLclaims@chubb.com

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

Claims Conditions

1. The **Insured Person** shall as soon as possible after the occurrence of any **Accidental Bodily Injury**:
 - 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 Person** or anyone acting on the **Insured Person'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.
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**.

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

We are dedicated to providing you with a high quality service and want to maintain this at all times. If you feel that we have not offered you a first class service and you wish to make a complaint, in the first instance, please contact the intermediary who arranged this insurance or our Country Manager at:

Chubb European Group SE
5 George's Dock,
IFSC,
Dublin 1, DO1 X8N7

Telephone: + 353 (0) 1 440 1700

If you are still dissatisfied, you may contact the Insurance Ireland Information Service, at 5 Harbourmaster Place, IFSC, Dublin 1. The service can advise you on how to proceed further and may be able to help in resolving the problem.

The Financial Services & Pensions Ombudsman (FSPO) may be approached for assistance in limited circumstances if you remain dissatisfied with Chubb's final response. [Those limited circumstances are where the policy is taken out by a consumer. The term 'consumer' includes the following:

- individual customers or groups of persons including partnerships and unincorporated bodies such as clubs, charities and trusts
- incorporated bodies or limited companies with turnovers of less than €3,000,000 in previous financial year

A leaflet explaining the procedure is available on request. The FSPO's contact details are:

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

Telephone: +353 (0) 1 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

This complaint procedure does not affect your rights to take legal proceedings

Chubb Privacy Notice

We use personal information which **you** supply to **us** (or, where applicable, to **your** 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 **your** name, address, and policy number, but may also include more detailed information about **you** (for example, **your** 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 **you** are reporting.

We are part of a global group, and **your** personal information may be shared with **our** group companies in other countries as required to provide coverage under **your** policy or to store **your** information. **We** also use a number of trusted service providers, who will also have access to **your** personal information subject to **our** instructions and control.

You have a number of rights in relation to **your** personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how **we** use **your** personal information.

For more information, **we** strongly recommend **you** read **our** user-friendly Master Privacy Policy, available here: www2.chubb.com/ie-en/footer/privacy-policy.aspx.

You can ask **us** for a paper copy of the Privacy Policy at any time, by contacting **us** at <mailto:dataprotectionoffice.europe@chubb.com>.

Our contact details are:

The Customer Service Manager,

Chubb European Group SE,

5, George's Dock

International Financial Services Centre

Dublin 1

Telephone: Tel: 1800 707170

Fax: (01) 4401701

E-mail: cust.servIR@chubb.com

Definitions

Terms Used in This Policy

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

Abroad

means outside **Ireland**

Chubb

means Chubb European Group SE

Chubb Assistance

- a. means the telephone advice, information services; and/or
 - b. the travel assistance and emergency medical and repatriation services;
- arranged by Chubb European Group SE

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.

Accident Medical Expenses

- a. means means all reasonable costs necessarily incurred within 12 months of the **Accident** for **Hospital**, nursing home, ambulance, surgical or other diagnostic or remedial treatment given or prescribed by a **Qualified Medical Practitioner**
- b. expenses of up to €300 for dental treatment provided that such expenses are incurred within 72 hours of the **Accident**

Accommodation

means accommodation of a standard up to but not exceeding that in which the Insured Person was or would have been staying during the course of the Journey

Air Sports

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

- a. ballooning;
- b. bungee-jumping;

- c. gliding;
- d. hang-gliding;
- e. micro-lighting;
- f. parachuting;
- g. paragliding; or
- h. 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.

Benefit Period

means the maximum (but not necessarily consecutive) period for which benefits are payable in respect of any **Insured Person** for any one **Accident**. The benefit period commences at the end of the **Deferment Period**, if any.

Bodily Injury

means injury which is caused solely by **Accidental** means and which independently of **Illness** or any other cause results in **death, Permanent Total Disablement, Loss of Limb, Loss of Sight, Loss of Hearing, Loss of Speech, Temporary Total Disablement** or the incurring of **Accident Medical Expenses** within 12 months from the date of the **Accident**

Child/children

To be covered by this Policy, the Child/Children must:

- a. be unmarried; and
- b. be dependent on their **Parent or Legal Guardian**; and
- c. be over 3 months and under 18 years old.

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.

Death

means death caused by **Bodily Injury**

Deferment Period

means a period at the beginning of a period of **Temporary Total Disablement**

Effective Time

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

Eur

means Euro

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

Excess

Means the first €75 of any claim which any **Insured Person** must pay.

Hazardous Activities

Means the following activities:

- a. **Air Sports** or Winter Sports;
- b. underwater swimming or diving using any type of equipment to aid breathing;
- c. climbing or mountaineering where the use of ropes or guides would reasonably be expected;
- d. pot holing;
- e. hunting on horseback;
- f. professional sports; or
- g. 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**

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**.

Legal Expenses

means:

- a. fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a claim or legal proceedings for damages and/or compensation against a third party who has caused **Accidental Bodily Injury** to or **illness** of an **Insured Person** or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator; and/or
- b. costs for which an **Insured Person** is legally liable following an award of costs by any court or tribunal or an out of court settlement made in connection with any claim or legal proceedings.

Legal Representatives

means the solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of the **Insured** or **Insured Person**.

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 in respect of:

- a. 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
- b. 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.

Loss of Speech

means permanent and total loss of speech.

Maximum Limit

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

Money

means coins, bank notes, postal or money orders, signed travellers cheques and other cheques, letters of credit, travel tickets, petrol coupons or other prepaid coupons which belong to or are in the custody and control of an **Insured Person** and are intended for travel, meals, **Accommodation** and personal expenditure only.

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**

Period of Cover

1. Insurance in respect of the Cancellation Section begins when a **Journey** is booked, if this policy is in force at the time of the booking or when this policy is purchased.
2. Insurance under all other Sections operates for a **Journey** that takes place during the Period of Insurance and includes travel directly to and from the home of each **Insured Person** provided the return home is completed within 24 hours of return to **Ireland**.

If the return from a **Journey** is delayed due to a claim cover will continue without additional premium for the period of the delay.

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 an injury which has lasted for at least 12 months and from which **Chubb** believes the **Insured Person** will never recover.

Chubb will pay a percentage of the amount shown in the Schedule of Benefits. The percentage payable will be relative to the degree of disablement as shown in the following Scale of Injuries which prescribes the maximum percentage payable for a range of **Permanent Disabling Injuries**.

Scale of Injuries

a. Loss of one or more limbs	100%
b. Loss of sight in one or both eyes	100%
c. Loss of speech	100%
d. Loss of hearing in both ears	100%
e. Loss of hearing in one ear	25%

Permanently Resident

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

Permanent Total Disablement

means disablement which:

- a. has lasted for at least 12 months; and
- b. which in **Chubb's** opinion is beyond hope of recovery; and
- c. will in all probability continue for the remainder of the **Insured Person's** life; and
- d. will prevent the **Insured Person** from engaging in or giving attention to business profession or occupation of any and every kind for the remainder of their life.

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:

- a. an Insured Person; or
- b. a relative of such Insured Person

unless approved by **Chubb**.

Temporary Partial Disablement

means disablement which prevents the **Insured Person** from engaging in or giving attention to a significant part of their **Usual Occupation** for a temporary period.

Temporary Total Disablement

means disablement which prevents the **Insured Person** from engaging in or giving attention to their **Usual Occupation** for a temporary period.

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.

Usual Occupation

The tasks, duties and other functions, which the **Insured Person** normally performs in connection with their occupation.

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.

Weekly Wage

means the average of the gross weekly amount (or in the case of salaried employees 1/52nd of the **Annual Salary**) payable to the **Insured Person** as a wage or salary for services provided as set out in the **Insured Person's** contract of employment, (excluding bonus payments) in the thirteen weeks immediately preceding the date of commencement of the period of **Temporary Total Disablement** or **Temporary Partial Disablement**

Working Day

means each complete day of **Temporary Total Disablement** or **Temporary Partial Disablement** during which, had it not been for the disablement, the **Insured Person** would normally have been working or engaging fully in their **Usual Occupation**

Insurer:

Chubb European Group SE trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised by the Autorité de contrôle prudentiel et de résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules.

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.