

**Trabolgan Holiday Centre
Limited Group Travel
Insurance**

CHUBB®

Group Injury Insurance Policy



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Introduction

All parts of the Policy should be read to make sure they meet requirements and that all the terms, conditions and exclusions are understood. Any changes or queries should be advised to the insurance intermediary shown in the Schedule or to the local **Chubb** contact.

The parts of this Policy are:

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

Insurance Agreement

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

- The **Insured Persons** will pay the **Premium**
- **Chubb** will subject to the terms, conditions and exclusions of this Policy, provide the Insurance in the manner and to the extent set out in this Policy. All information supplied to **Chubb** by the **Insured** and **Insured Persons** shall be incorporated into and be the basis of this Policy.
- This Policy, the Policy Schedule(s) and endorsements, if any, shall be read together as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear

Law Applicable to Contract

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

Important Contact Details

Chubb Claims

Telephone: (01) 4401700

e-mail: IRLclaims@chubb.com

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 Chubb European Group Limited

Policy Schedule

Policy Number:	IAS84638
Intermediary:	Aon Risk Solutions, Metropolitan Building James Joyce Street Dublin 1
Insured:	Trabolgan Holiday Centre Limited
Address:	Whitegate, Midleton, East Cork, Co. Cork. Ireland
Business Description	Holiday Centre
Period of Insurance	From 1st January 2018 to 31st December 2018 and any further period for which Chubb shall agree to accept Premiums
Premium:	€
Government Levy at 5%	€ (Note: Changes in the rate of Government Levy may affect the total payable in the future)
Total Premium Due	€

As agreed between the **Insured**, the Intermediary and **Chubb**. **Premiums** will be inclusive of the current rate of Government Levy. If the rate of levy changes for any reason **Chubb** will have the right to amend the total payable in respect of each **Insured Person**.

Category	Definition of Insured Persons
A:	Any person, under age 85, (the Principal Insured Person) who has chosen to participate in the Insured's Travel Insurance scheme.
B:	Any Partner , under age 85, of a person described in Category A
C:	Any Child of a person described in Categories A or B.

Category:	Effective time:
A	Whilst travelling to, participating in and travelling from a holiday with the Insured .
B	Whilst accompanying a person described in Category A
C	Whilst accompanying a person described in Category A

Schedule of benefits

Section 1 – Injury

Bodily Injury resulting in:		Category A	Category B	Category C
1	Death	€20,000	€20,000	€10,000
2	Permanent Total Disablement:	Nil	Nil	Nil
3	Permanent Disabling Injuries:	€20,000	€20,000	€32,000
4	Temporary Total Disablement:	Nil	Nil	Nil
	Deferment Period:	Nil	Nil	Nil
	Benefit Period:	Nil	Nil	Nil
5	Temporary Partial Disablement	Nil	Nil	Nil
	Deferment Period:	Nil	Nil	Nil
	Benefit Period:	Nil	Nil	Nil
6	Accident Medical Expenses within Ireland:	Nil	Nil	Nil
7	Excess:	Nil	Nil	Nil
Notes: Maximum Limit per Insured Person for Benefits 1 and 3: €20,000				

Section 2: Cancellation, Alteration or Curtailment

Cancellation, Alteration or Curtailment	€1,500
Travel Delay	a) €20 after 4 hours and €10 per hour thereafter up to a maximum of €100 or the cost of the Journey whichever is less
Missed Departure	€500
Excess	€35
It is noted that under the Cancellation, Alteration or Curtailment section of the policy that there is a total aggregate accumulation limit of EUR100,000. Maximum Limit per person of EUR1,500.	

Section 3: Personal Belongings

Personal Belongings	€2,000
Maximum any one article	€350
Maximum for Valuables	€350
Excess	€35

Section 4: Personal Money

Personal Money	€250
Excess	€35

Section 5: Personal Liability

Limit of Liability	€2,000,000
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Aggregate Limits

Per Event overall	€2,500,000
Per Event for Insured Persons whilst travelling in any multi-engine aircraft	€500,000
Per Event for Insured Persons whilst travelling in any aerial device other than a multi-engine aircraft	€250,000

Date of Issue:

12th December 2017

Chubb Assistance

Consistent with its philosophy of customer care, **Chubb** has arranged a number of assistance services. The assistance services are included automatically *when Section 2 onwards are shown as insured on the Policy Schedule*.

To access **Chubb Assistance**, simply call:

+353 1 4401762

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

You will be requested to provide your name; your organisation's name; the nature of the assistance needed and a contact number or address where you can be reached.

1. **Pre -Travel Assistance**

Planning a trip can be a journey in itself. That is why there is a pre-travel helpline on hand to provide support and assistance for travel enquiries ranging from visa queries to inoculations required.

2. **Travel Assistance**

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

a. **Medical Assistance**

24 hours a day, 365 days a year multi-lingual service.

b. **Medical Expertise**

On hand for advice, referral or treatment.

c. **Air Ambulance**

Emergency repatriation including use of air ambulance or scheduled flights as necessary and appropriate.

d. **Local payment of hospital bills**

No need for the Insured Person to use their own cash.

e. **Drug replacement**

Replacement of essential maintenance medication or drugs.

f. **Non-medical Assistance**

Replacing Lost or Stolen Documents

Help with replacement of lost or stolen passport, tickets, or other travel documents.

g. **Cancelling Credit Cards**

Advice on cancellation of lost or stolen credit, debit or charge cards or travellers cheques.

h. **Emergency Cash**

Advance of emergency funds following loss or theft of money overseas. (Temporary loan only - **Insured Person** will be required to provide proof of ability to repay.)

i. **Lost luggage location**

Help with the tracking of lost luggage.

j. **Business Documents and messages**

Forwarding essential business documents and urgent messages. (Assistance only – no insurance cover).

k. **Legal advice**

l. **Interpreters**

The provision of interpreters at business meetings or the translation of documents. (Assistance only – no insurance cover).

Additional Services

You may also choose to consider the following services which are totally independent of and are not part of this policy:

Travel Advice Unit of the Department of Foreign Affairs

The Travel Advice Unit of the Department of Foreign Affairs and the World Health Organisation (WHO) periodically issue guidelines about locations around the world and whether it is advisable to travel to, or within, such locations. The Insured Person is strongly advised to contact the DFA before travelling. Their contact details are;

Department of Foreign Affairs
80 St. Stephens Green, Dublin 2
Telephone: (01) 4780822
www.dfa.ie/home

European Health Insurance Card (EHIC)

If an **Insured Person** intends to travel within the European Economic Area (all EU countries plus Iceland, Liechtenstein, and Norway) **Chubb** advises you to obtain a European Health Insurance Card (EHIC) to take with you when you travel. For more information on the European Health Insurance Card, the **Insured Person** should contact their local Post Office or the Department of Health and Children, Hawkins House, Hawkins Street, Dublin 2 .
Telephone 01 6354001. Website: www.doh.ie.

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 Injury**
4. **Temporary Total Disablement**
5. **Temporary Partial Disablement**
6. **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 intellectual capacity	100%
F.	Loss of hearing in one ear	25%
G.	Post Traumatic Stress Disorder	20%*
H.	Total loss of use of:	
	i) the back or spine below the neck with no damage to the spinal cord	40%
	ii) the neck or cervical spine with no damage to the spinal cord	30%
	iii) a shoulder, elbow or wrist	25%
	iv) a hip, knee or ankle	20%
I.	Loss of or total loss of use of:	
	i) a thumb	30%
	ii) a forefinger	20%
	iii) any other finger	10%
	iv) a big toe	15%

v) any other toe 5%

- J. Payment for any **Permanent Disabling Injury** not noted above will be calculated on a medical assessment by **ACE** of the degree of disablement relative to this scale. No account shall be taken of the **Insured Person's** occupation.

Specific provisions applicable to Permanent Disabling Injuries

- a) The total amount payable shall not exceed 100% of the amount shown in the Schedule of Benefits for **Permanent Disabling Injuries** for each **Insured Person** in respect of any one **Accident**.
- b) If benefit is payable for **Loss of** 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.

* Subject to a maximum payment of €15,000.

If a benefit is payable for **Loss of** 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.

Pre-Requirements for cover under Sections 2,3,4 and 5 to apply

As with all insurance policies, other than life assurance, this policy covers only unexpected and unforeseen events. The following should be noted:

1. The **Insured Person** must not be currently under treatment, taking medication, or receiving follow up consultation for any of the following conditions:
 - a. cancer;
 - b. any heart/circulatory-related condition (including hypertension, angina, stroke etc); or
 - c. any chronic lung/breathing-related condition (excluding asthma suffered in isolation and controlled by the use of one or two inhalers); or
 - d. a clinically diagnosed psychiatric disorder, anxiety or depression;

2. The **Insured Person** must not be :
 - a. receiving or waiting for medical treatment at a hospital or nursing home;
 - b. waiting for investigation or referral, or the results of any investigation, medical treatment or surgical procedure, for any condition, whether diagnosed or undiagnosed.
 - c. choosing not to take prescribed medication, or the correct dose of prescribed medicine.
 - d. travelling against the advice of a **Qualified Medical Practitioner**;
 - e. travelling to obtain medical, dental or cosmetic treatment;
 - f. travelling with a terminal condition;
 - g. aged 85 or over on the date the policy is bought

If there is another insurance policy in force (whether in the **Insured** or **Insured Person's** name or otherwise) at the time of any incident which results in a claim under this policy which does (or would but for the existence of this Policy) cover the same loss, damage, expense or liability, **Chubb** will not pay more than its proportionate share of such claim. This Condition shall not apply to any claim under Section 1 Injury or Section 6 Personal Liability.

What this policy covers – Section 2 Cancellation, Alteration or Curtailment

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.

Cancellation

If an **Insured Person** is forced to cancel any part of a planned **Journey** prior to the commencement of that **Journey** as the direct and necessary result of:

- a. the death, injury, or illness of the **Insured Person**, or of the **Insured Person's Partner**, parent, parent-in-law, **Child**, brother, sister, grandparent, immediate relative or close business associate or a friend or relative with whom the **Insured Person** had arranged to travel; or
- b. jury service, attendance under subpoena as a witness at a court of law, or redundancy which qualifies for payment under the Employment Protection (Consolidation) Act 1978 or subsequent amendment thereof, compulsory quarantine on the orders of the treating **Qualified Medical Practitioner**
- c. or **Complications of Pregnancy** of the **Insured Person**.

Chubb will indemnify the **Insured Person** in respect of loss of deposits, or charges for advance payments for travel or **Accommodation** or other charges which have not been or will not be used, but which become forfeit or payable under contract up to the amount shown in the Schedule for any one **Journey**.

Curtailment or Alteration of Itinerary Expenses

If an **Insured Person** is forced to alter the itinerary or curtail any part of a planned **Journey** as the direct and necessary result of:

- a. **death**, injury or illness of the **Insured Person**, or of the **Insured Person's Partner**, parent, parent-in-law, **Child**, brother, sister, grandparent, immediate relative or close business associate or a friend or relative with whom the **Insured Person** was travelling; or
- b. jury service, attendance under subpoena as a witness at a court of law, or redundancy which qualifies for payment under the Employment Protection (Consolidation) Act 1978 or subsequent amendment thereof, compulsory quarantine on the orders of the treating **Qualified Medical Practitioner** or **Complications of Pregnancy** of the **Insured Person**

Chubb will indemnify the **Insured Person** in respect of loss of deposits, or charges for advance payments for travel or **Accommodation** or other charges which have not been or will not be used, but which become forfeit or payable under contract up to the amount shown in the Schedule for any one **Journey**.

Travel Delay

If the outward or return departure of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) in which the **Insured Person** has arranged to travel is delayed for at least 4 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft or sea vessel **Chubb** will pay up to the **Benefit Amounts** detailed in the Schedule of Benefits.

Missed Departure

If as a result of the failure of public transport due directly to strike, industrial action, adverse weather conditions or mechanical breakdown, the **Insured Person** misses the international departure of the ship, aircraft or other conveyance in which the **Insured Person** is booked to travel, **Chubb** will indemnify the **Insured Person** in respect of reasonable additional travel and accommodation expenses up to the **Benefit Amount** is less shown in the Schedule of Benefits in respect of any one **Insured Person** any one incident

What this policy covers – Section 3 Personal Belongings

If the **Insured Person** sustains loss or theft of or damage to **Personal Belongings** during a **Journey Chubb** will indemnify the **Insured Person** in respect of such loss or damage up to the amount shown in the Schedule less the deduction of any **Excess** amount shown in the Schedule for any one **Journey**

provided that:

- a. for any item that is lost or stolen, the **Insured Person** must, as soon as possible and in any event within 48 hours of the loss or theft being discovered notify the loss to the Police or other appropriate authorities and obtain a written loss report;
- b. on the happening of any loss or damage **Chubb** shall be entitled:
 - a. to take and keep possession of any article and to deal with salvage in a reasonable manner;
 - b. at its own option to repair or replace any article for which it is liable;
- c. in the event of total loss or destruction of any article of **Personal Belongings** the basis of settlement shall be the cost of replacing the article as new provided that:
 - a. the replacement article is substantially the same but not better than the original article when new.
 - b. the receipt for the replacement item is provided.

What this policy covers – Section 4 Personal Money

If the **Insured Person** sustains loss or damage to **Money** during a **Journey, Chubb** will indemnify the **Insured Person** in respect of such loss up to the amount shown in the Schedule less the deduction of any **Excess** amount shown in the Schedule for any one **Journey**.

Provided that: in respect of **Money** that is lost or stolen, the **Insured Person** must, as soon as possible and in any event within 48 hours of the loss or theft being discovered notify the loss to the Police or other appropriate authorities and obtain a written loss report.

What this policy covers – Section 5 Personal Liability

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

- a. accidental bodily injury (which shall include death, illness and disease) to any person; and/or
- b. accidental loss of or damage to material property

occurring during and arising out of the **Journey, Chubb** will indemnify the **Insured Person** for all such damages payable in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause up to the Limit of Liability for this Section shown in the Schedule.

Chubb will also pay in connection with such liability:

1. all costs and expenses recoverable by a claimant from the **Insured Person**;
2. all costs and expenses incurred with the written consent of **Chubb**;
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 **Chubb** which shall be entitled to take over and conduct in the **Insured Person's** name the defence or settlement of any claim or to prosecute in the **Insured Person's** name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured Person** shall give all information and assistance as **Chubb** may require. Every letter, claim, writ, summons and process shall be forwarded to **Chubb** on receipt. Written notice shall be given to **Chubb** immediately the **Insured Person** shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.
2. **Chubb** may at any time pay to the **Insured Person** in connection with any claim or series of claims the amount shown in the Schedule as the Limit of Liability for this Section (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made **Chubb** shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
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.
4. 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 **Chubb** 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

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 Sports**.
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 is caused by or results from:

- a) arising out of any loss or expenses with respect to Cuba or a specially designated person, entity, group or company on the Specially Designated List or which if reimbursed or paid by the Company would result in the Company being in breach of trade or economic sanctions or other such similar laws or regulations;
- b) arising out of or relating to any travel to, from or in Cuba or any travel which starts, ends or has a scheduled stop in Cuba;
- c) arising out of or relating to any Insured Person whose main residence is in Cuba; and/ or
- d) arising out of or relating to any Insured Person whose main residence is in Cuba; and/ or
- e) which would result in **Chubb** being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, Irish law or United States of America.

You should contact Chubb's Customer Services Team on 01 440 1700 for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, Irish Law or United States of America.

What this policy does not cover – Section 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.

What this policy does not cover – Section 2 Cancellation, Alteration or Curtailment

Chubb will not pay any claim under Section 2 (Cancellation, Curtailment or Alteration) - of this Policy for:

- a. expenses incurred where a **Journey** is undertaken against the advice of a qualified medical practitioner or where the purpose of the **Journey** is to receive medical treatment or advice;
- b. expenses incurred where cancellation or curtailment has not been confirmed as medically necessary by a **Qualified Medical Practitioner**;**
- c. expenses incurred where cancellation or curtailment results from a medical condition affecting an **Insured Person** or any person upon whom the **Journey** depends if
- d. the condition was diagnosed before this policy was bought; and
- e. at the time this policy was bought the diagnosed condition could reasonably have been expected to result in death, serious injury or sudden illness; or a sudden deterioration in health.
- f. failure to notify the Insured or provider of transport immediately it is found necessary to cancel or curtail the **Journey**;
- g. expenses incurred as the result of the default or financial failure of any transport provider or the **Insured**, or of any agent acting for them or of any agent acting for the **Insured** or **Insured Person**;
- h. expenses incurred as a result of disinclination of an **Insured Person** to travel or, if on a **Journey**, disinclination to continue;
- i. expenses incurred where a **Journey** is cancelled as a result of redundancy or resignation of the **Insured Person** or of the termination of the **Insured Person's** employment;
- j. any expenses incurred as result of adverse changes in the **Insured Person's** financial circumstances;
- k. any expenses incurred as a result of regulations or order made by any Public Authority or Government;
- l. any expenses incurred as a result of strike, labour dispute, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) which existed or the possibility of which existed and for which advance warning had been given before the date on which the insured **Journey** was booked.

What this policy does not cover – Section 3 Personal Belongings

Chubb will not pay any claim under Section 3 (Personal Belongings) - of this Policy for:

- a. vehicles or their accessories;
- b. loss of any items left in a motor vehicle unless kept out of sight in a locked boot or compartment or under the purpose built luggage cover of an estate or hatchback car;
- c. more than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set;
- d. loss or corruption of or damage to software, information or data contained in any computer, tapes or recording equipment or any cost incurred in repairing or replacing such information, software, data, computers, tapes or recording equipment.
- e. loss or damage due to:
- f. moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration; or
- g. inherent mechanical or electrical failure, breakdown or derangement; or
- h. any process of cleaning, restoring, repairing or alteration;
- i. loss or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a Property Irregularity Report obtained;
- j. loss or damage to any items sent as freight or under an airway-bill or bill of lading;
- k. loss due to confiscation or detention by customs or any other authority;
- l. any items of household furniture, household appliances or household equipment;
- m. loss or damage to **Business Equipment**;
- n. loss or damage to **Money**.
- o. **Chubb** shall not be liable for:
 1. more than €350 for any one article, pair or set in respect of **Personal Belongings**;
 2. more than €350 in total for Valuables;
 3. more than €350 in total for Sports Equipment;
 4. more than €100 in total for sunglasses.

What this policy does not cover – Section 4 Personal Money

Chubb will not pay any claim under Section 4 (Personal Money) - of this Policy for:

- a. loss or theft of credit, debit or charge cards and/or loss or theft of or damage to passport, driving licence or other travel documents not reported to the police and/or appropriate authorities within forty-eight hours of discovery or earlier if required by the card issuer and obtain a written loss report;
- b. loss due to confiscation or detention by customs or any other authority;
- c. loss due to devaluation of currency or shortages due to errors or omission during monetary transaction;

What this policy does not cover – Section 5 Personal Liability

Chubb will not pay any claim under Section 5 (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 or damage to **Personal Belongings** or **Business Equipment**;
- 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 buildings and their contents not belonging to but temporarily occupied by any **Insured Person** in the course of a **Journey**; or
 - ii) any wilful or malicious act; or
 - iii) the carrying on of any trade, business or profession; or activities or volunteer work organised by, or under the auspices of, any 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;
- 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

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 Personal Injury Section) there is another insurance against such loss or any part thereof, the Insurer shall be liable under this Insurance for their proportionate share only of such loss.

Insurance Act 1936

All monies which become or may become due and payable by **Chubb** under this Policy shall be in accordance with Section 93 of the Insurance Act 1936 be payable and paid in **Ireland**.

Interest

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

Where interest becomes payable by **Chubb**, it will be calculated:

1. from the date of final receipt of such certificates, information or evidence and
2. at the base rate established by the European Bank on such date.

Material Disclosure

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

Misdescription

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

Other Taxes or Costs

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

Policy Age Limits

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

Payment of Benefits

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

Reasonable Precautions

The **Insured** and **Insured Person** shall take all reasonable steps to avoid or minimise any injury, illness, expense, loss, theft or damage.

Stamp Duties Consolidation Act 1999

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

Sanctions Clause

Chubb shall not provide cover and **Chubb** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Chubb** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. **Chubb** shall not cover any claim arising under this policy arising out of any trip in, to or through Cuba.

Claims Notifications and Conditions

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 limited, 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 or anyone acting on the **Insured's** behalf or by an **Insured Person** or any **Insured Person's** Legal Representatives to obtain benefit under this Policy **Chubb** shall be under no liability in respect of such claim.

Claims involving foreign currency will be converted into the currency in which the **Premium** and benefits/indemnity limits are shown, at the selling rate of exchange published by the European Central Bank on the day nearest to the date of the loss.

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

Paying Claims

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

Complaints Procedure

Chubb is dedicated to providing a high quality service and wants to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this insurance please contact:

1. The intermediary (if any) who arranged this insurance: or
2. The Accident & Health Manager at Chubb European Group Limited, 5 Georges Dock, International Financial Services Centre, Dublin 1.
Tel: 1800 707170
Fax: (01) 4401701
E-mail: cust.servIR@chubbgroup.com
quoting Policy details.

Chubb 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 **Chubb'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

Website: www.financialombudsman.ie

Financial Service Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. D02 VH29

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 National Consumer Agency.

Data Protection

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

Chubb is part of the **Chubb** 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 **Chubb'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, **Chubb** 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.

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

Chubb 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 **Chubb** may charge a small fee) and to correct any inaccuracies. To make sure instructions are followed correctly and to improve **Chubb's** service through staff training, telephone calls may be recorded.

Our contact details are:

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

Telephone: Tel: 1800 707170

Fax: (01) 4401701

E-mail: cust.servIR@chubbgroup.com

Definitions

Terms Used in This Policy

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

Eur

means Euro

Abroad

means outside **Ireland**

Chubb

means Chubb European Group

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

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 €2,500 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

Deferred 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.

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. **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 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.

Personal Belongings

means personal articles which are the property of the **Insured Person**; or property, other than **Business Equipment**, for which they are responsible; and which are taken on or acquired during the **Journey**

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**

Winter Sports

means any winter pursuits or sports including, but not limited to, the following:

- a. skiing (including skiing outside the area of the normal compacted snow ski slope i.e. 'off-piste');
- b. tobogganing;
- c. snowboarding;
- d. ice skating (other than on an indoor rink);
- e. ski or ski bob racing;
- f. mono skiing;
- g. ski jumping;
- h. ski boarding;
- i. ice hockey; or
- j. the use of bobsleighs or skeletons.

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 Limited trading as Chubb, Chubb Bermuda International 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 in Ireland No. 904967 at 5 George's Dock, Dublin 1. Chubb European Group Limited (company number 1112892) is registered in England and Wales with registered offices at 100 Leadenhall Street, London EC3A 3BP.

Chubb European Group Limited is a subsidiary of a US parent and Chubb Limited (a NYSE listed company) and part of the Chubb Group of companies. Consequently, Chubb European Group 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, and from insuring certain types of activities in or connected with certain countries and territories such as, but not limited to, Iran, Syria, North Korea, North Sudan, Cuba and Crimea.