

# CONTENTS

## SCHOOL PERSONAL ACCIDENT POLICY

<b>Introduction .....</b>	<b>2</b>
<b>Schedule .....</b>	<b>3</b>
<b>Definitions .....</b>	<b>4 - 5</b>
<b>Schedule of Benefits .....</b>	<b>6</b>
<b>Insuring Clause .....</b>	<b>7</b>
<b>Extensions .....</b>	<b>8</b>
<b>Exclusions .....</b>	<b>9 – 10</b>
<b>Conditions .....</b>	<b>11 – 12</b>
<b>Consumer Information .....</b>	<b>13 - 14</b>

## **INTRODUCTION**

### **SCHOOL PERSONAL ACCIDENT POLICY**

In consideration of the Insured having paid or agreed to pay the premium

Allianz p.l.c. (hereinafter called the "Company") will indemnify the Insured in the manner and to the extent described within this Policy subject to its terms Definitions Extensions Exclusions Conditions and any Endorsements

The proposal and declaration in respect of this insurance made to the Company by or on behalf of the Insured whether in writing or otherwise (the Proposal) shall be the basis of this contract

This Policy comprising the Introduction Schedule Definitions Insuring Clause Extensions Exclusions Conditions and any Endorsements shall be read as one contract and any word or expression to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear unless stated to the contrary

Signed for and on behalf of the Company

Authorised Signatory

**SCHEDULE**

***As per Schedule issued to School***

## **DEFINITIONS**

1. **Insured** means the school or other educational establishment shown in the Schedule (the School)

2. **Insured Person means**

(a) where all pupils of the School are to be covered by this Policy, indicated by the reference All Pupils in the Schedule, any pupil attending the School whose name appears on the School's register of pupils; or

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

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

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

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

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

3. **Accidental Bodily Injury** means bodily injury caused solely by accidental violent external and visible means and which directly and independently of any other cause results within 12 calendar months in

(a) Death

(b) Total loss by physical severance at or above the wrist or ankle or permanent total loss of use of an entire hand arm foot or leg

(c) Total and irrecoverable loss of sight in one or both eyes or hearing in one or both ears or speech

(d) Permanent Total Disablement preventing the Insured Person from performing or attending any business, profession or occupation

(e) Medical surgical or optical expenses including hospital nursing treatment and ambulance hire not recoverable from any other source.

(f) Dental expenses including hospital nursing treatment and ambulance hire not recoverable from any other source

(g) Hospital confinement in a recognised establishment which lawfully operates primarily for the treatment of sick or injured people as overnight residents including diagnostics and surgery being staffed by one or more physicians and providing 24 hour nursing services by or under suitably qualified nursing staff. The following are not hospitals for the purpose of this insurance (i) psychiatric institutions (ii) nursing or rest homes (iii) convalescent homes or extended care facility (iv) any facility the main function of which is the treatment of drug or alcohol addiction (v) any geriatric facility or (vi) any hospice

**4. Operative Time** means

In respect of pupils either

- (a) during School Activities taking place with the full knowledge and authority of the School, including direct travel to and from any such activity, indicated by the reference School Activities in the Schedule or
- (b) during all social, domestic and leisure activities and during School Activities taking place with the full knowledge and authority of the School, indicated by the reference 24 Hr in the Schedule

In respect of Employees and/or Post Leaving Certificate Students during School Activities including direct travel to and from any such activity indicated by the reference School Activities in the Schedule

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

**6. Medical Practitioner** means a duly qualified medical or dental practitioner or optometrist registered under the Medical Practitioners Act 1978 the Dentists Act 1985 or the Opticians (Amendment) Act 2003 respectively other than

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

**7. Period of Insurance** means the period specified in the Schedule

**8. Excess** means the amount that the Insured shall bear in respect of each and every claim

**9. Pollution or Contamination** means

- (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- (b) all Accidental Bodily Injury directly or indirectly caused by such pollution or contamination

**10. Employee** means any person

- (a) under a contract of service or apprenticeship with the Insured
- (b) supplied or lent to or hired by the Insured (including volunteer workers)
- (c) who is self employed

whilst working for or on behalf of the Insured

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

## **SCHEDULE OF BENEFITS**

<b>Accidental Bodily Injury causing</b>	<b>Limit</b>
Death	<b>€ 30,000</b>
Permanent total loss of sight in one eye or loss / loss of use of one limb	<b>€ 100,000</b>
Permanent total loss of sight in both eyes or loss / loss of use of both limbs	<b>€ 150,000</b>
Permanent total disability	<b>€ 200,000</b>
Loss of hearing in one ear	<b>€ 40,000</b>
Loss of hearing in both ears	<b>€ 100,000</b>
Loss of speech	<b>€ 40,000</b>
Medical surgical or optical expenses not recoverable from any other source up to a maximum of	<b>€ 50,000</b>
Dental expenses not recoverable from any other source up to a maximum of	<b>€ 50,000</b>
Hospital confinement payable per complete day (24 hour period) which shall continue whilst confined but not beyond 90 days from the day on which the Insured Person was first confined	<b>€ 20</b>

## **INSURING CLAUSE**

The Company will pay to an Insured Person the relevant benefit specified in the Schedule of Benefits if such Insured Person sustains Accidental Bodily Injury in the Operative Time during the Period of Insurance

**Provided that**

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

## **EXTENSIONS**

### **1) Disappearance**

If an Insured Person disappears and the police or registration authorities consider it reasonable after a suitable period of time to believe that such Insured Person has died as a result of Accidental Bodily Injury the Death benefit shall become payable subject to a signed undertaking given by the Insured Person's parent(s) guardian(s) or (where appropriate) estate that if the belief is subsequently found to be wrong such Death benefit shall be refunded to the Company

### **2) Exposure**

If an Insured Person suffers Accidental Bodily Injury as a result of unavoidable exposure to the elements the Company will consider it as having been caused by an Accident

## EXCLUSIONS

### **The Company will not pay any benefits in respect of Accidental Bodily Injury:**

1. arising from intentional self-injury suicide or attempted suicide (whether felonious or not) provoked assault fighting (except under School direction or in bona fide self-defence) or exposure to needless peril (except in an attempt to save human life)
2. arising from accidents happening when an Insured Person is under the influence of intoxicants or drugs (other than those taken under medical or dental supervision) or suffering from insanity temporary or otherwise
3. arising from any pre-existing physical disability or medical condition
4. arising from accidents happening while the Insured Person is engaged in aeronautics and/or aviation of any description including entering and alighting therefrom other than as a fare paying passenger in a standard multiengine aircraft operated by a recognised airline or air charter company
5. arising from the use of woodworking machinery driven by mechanical power unless in connection with School Activities
6. arising from an Insured Person taking part in
  - a) motor vehicle and/or motor bike racing
  - b) horse or pony racing or jumping unless in connection with School Activities
  - c) ice-hockey skeletoning or bobsleighting
  - d) mountaineering or rock climbing necessitating the use of ropes or guides however this Exclusion shall not apply in respect of climbing walls owned by or used by the Insured
  - e) potholing or similar underground activity
  - f) parachuting or hang gliding
  - g) white water rafting or scuba diving
7. of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or component thereof
8. of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

(a) war invasion acts-of-foreign-enemies hostilities or warlike-operations (whether war be declared or not) civil-war rebellion revolution insurrection or military or usurped power or civil commotion assuming the proportions of or amounting to an uprising or

(b) any Act of Terrorism

For the purpose of this Exclusion Act of Terrorism means any act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

This Policy additionally excludes any liability directly or indirectly caused by or arising from or in connection with any action taken in controlling preventing or suppressing or in any way relating to (a) and/or (b) above

If the Company alleges that by reason of this Exclusion any loss or damage or liability is not indemnifiable under this Policy then the burden of proving the contrary shall be upon the Insured

In the event that any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

9. directly or indirectly caused by arising from in consequence of or in any way involving asbestos

But this Exclusion shall not apply to Accidental Bodily Injury caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Accidental Bodily Injury

10. directly or indirectly arising from Pollution or Contamination

## **CONDITIONS**

### **1. Due Observance**

The observance and fulfilment of the terms, Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured or any Insured Person shall be conditions precedent to any liability of the Company to make any payment under this Policy

### **2. Non-Disclosure**

This insurance will be voidable if there has been misrepresentation misdescription or non-disclosure of any material fact

### **3. Alterations in Risk**

If at any time anything shall occur or be done materially affecting or varying any aspects of the subject matter of this insurance the Insured shall give immediate notice in writing to the Company.

### **4. Reasonable Precautions**

The Insured and each Insured Person shall take all reasonable precautions to avoid Accidental Bodily Injury

### **5. Other Insurance**

If any insurance under this Policy is also the subject (in whole or in part) of any other policy the liability of the Company shall apply in excess of and not as contributory with such other policy

### **6. Claims Condition (Action by the Insured/Insured Person)**

On the happening of an occurrence likely to give rise to a claim under this Policy written notice shall be given to the Company as soon as possible and in any event within 730 days (2 years) after the date of the occurrence. The Insured / Insured Person shall at their own expense furnish to the Company such certificates information and evidence as the Company may from time to time reasonably require in the form prescribed by the Company

### **7. Claims Condition (Rights of the Company)**

The Company shall be allowed at its own expense upon reasonable notice to the Insured to request a medical examination of an Insured Person or in the case of a fatality to request a post mortem examination if appropriate

## **CONDITIONS**

### **Continued**

#### **8. Fraud**

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by or on behalf of the Insured or any Insured Person or if any Accidental Bodily Injury is caused by the wilful act of or with the connivance of the Insured or any Insured Person then all benefit under this Policy shall be forfeited

#### **9. Arbitration**

All differences arising out of this Policy shall be referred to an Arbitrator to be appointed by the parties or failing agreement by the President for the time being of the Law Society of Ireland. Where any difference is referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned.

#### **10. Cancellation**

- (a) The Company may cancel this Policy at any time by giving 21 days notice by registered letter to the last known address of the Insured. This Cancellation is effective from midnight on the twenty first day immediately following the date of the registered letter. In such case the Insured shall be entitled to the return of a proportionate part of the Premium in respect of the unexpired Period of Insurance subject to the retention by the Company of any Minimum Premium stated in the Schedule or as advised to the Insured
- (b) Without prejudice to the generality of Policy Condition 10(a) if the Company has agreed to accept payment of Premium for this Policy by instalments then in the event of non-payment of any instalment on or before the due date the Company may cancel this Policy by giving 7 days notice by registered letter to the last known address of the Insured. This Cancellation is effective from midnight on the seventh day immediately following the date of the registered letter. Following the expiry of such notice this Policy shall be automatically cancelled and the Company shall be entitled to payment of the Premium proportionate to the Period of Insurance

#### **11. Insurance Act 1936**

In accordance with Section 93 of the Insurance Act, 1936, it is understood and agreed that all monies which become or may become due and payable by the Company under this Policy shall be payable and paid in the Republic of Ireland

## **Consumer Information**

### **Your insurer**

The underwriter of your insurance is Allianz p.l.c., having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4, companies registration office no 143108. Vat no IE0646922D. Our contact details are: telephone: +353 1 6133844 fax: +353 1 6605214, and email: [info@allianz.ie](mailto:info@allianz.ie)

### **Regulatory Status**

Allianz p.l.c. is regulated by the Financial Regulator.

### **Main business**

Allianz p.l.c. is a non-life insurance undertaking which underwrites personal, commercial, education, religious and social insurance products.

### **How we charge**

The charge for our services is the premium (including applicable government levies and/or premium taxes).

### **Default**

Non-payment of your premium or part thereof or breach by you of certain conditions of your policy may lead to your policy being revoked or cancelled.

### **Language**

Your policy and all communications with you or by you to us will be in English.

### **Compensation**

Please note that in the event of Allianz being unable to pay a claim, you may be entitled to compensation from the Insurance Compensation Fund in Ireland.

### **Right of Withdrawal**

You have the right to withdraw from this policy, provided you have not made a total loss claim, within 14 days of the latest of:

- (1) the starting date of cover, or
- (2) the date on which you receive the full terms and conditions of your Policy.

Withdrawal effectively means that no policy was ever in place, and you may exercise this right by notice in writing to us at the address given above, quoting your policy number. Should you exercise this right we will refund you any part of your premium you have paid less an administration fee. If the cover is motor insurance, the premium cannot be refunded until the Allianz Certificate of Motor Insurance and Insurance Disc have been returned to Allianz. Please note that the right of withdrawal does not apply if the insurance policy under which insurance cover is provided is for less than 1 month.

### **Governing law**

The laws of Ireland will apply to your policy and the Irish courts will have jurisdiction to hear any dispute.

### **Policy Alteration, Additional and Return Premiums**

When you make an alteration to your policy we will re-calculate your premium, which may result in an additional premium due to us, or a return premium due to you.

### **Alteration to terms and conditions**

In the event of a claim we may advise you, at the time of your next renewal, of altered policy terms and conditions which increase your premium and/or excess, and/or reduce cover.

## **Complaints**

We aim to deliver the very highest standards of customer care. If you have any enquiry or complaint, please contact, with your policy/quote number and details:

Head of Customer Focus, Allianz, Allianz House, Elmpark, Merrion Road, Dublin 4.  
+353 1 6133000 (tel), [info@allianz.ie](mailto:info@allianz.ie)

If your complaint is not resolved to your satisfaction and you remain dissatisfied with our final response to your complaint you can refer your complaint to:

(1) The Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.  
1890-882090 (locall), +353 1 6620899 (tel), +353 1 6620890 (fax),  
email - [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie) website – [www.financialombudsman.ie](http://www.financialombudsman.ie)

and/or

(2) Insurance Information Services – Irish Insurance Federation, 39 Molesworth Street, Dublin 2.  
+353 1 6761914 (tel), +353 1 6761943 (fax), email - [iis@iif.ie](mailto:iis@iif.ie) website – [www.iif.ie](http://www.iif.ie)

The Financial Services Ombudsman will examine complaints from all customers, except limited companies with turnover in excess of €3 million.