Pupil Protector
Personal Accident Policy

We agree to give the insurance cover set out in this group policy document. **We** will provide cover only to those people who are shown as being **insured persons** as long as the appropriate premium has been paid and **we** have accepted it.

This group policy, the **schedule** and any attached memoranda or endorsements show details of the cover and the terms and conditions applying to it. The **group policyholder** should read these documents to make sure that they understand the cover provided and the limitations which apply.

It is the **group policyholder's** responsibility to ensure that the **insured persons** are given full details of this insurance and that the **insured persons** agree to observe, fulfil and comply with the terms and conditions of this group policy.

AIG Europe S.A.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules

Contents page

	Page
Scope of insurance	3
Definitions	3
What is not covered	6
Provisions	7
Claims procedure	8
General conditions	9
Disputes and complaints	9
Fraud	10
Start and finish of cover	10
Cancellation	10
How we use personal information	11 - 12
Commission & Fees	12
Second Opinion Medical Service	12

Scope of insurance

If an **insured person** suffers **bodily injury** which, within five years solely and independently of any other cause, results in death or **disablement** during the **period of insurance** and **operative time of cover**, **we** will pay the **sum insured** specified on the **schedule**.

Disappearance

If an **insured person** disappears and it is reasonable to believe that **they** have died as a result of **bodily injury**, **we** will pay the amount for Section C item 1, death as specified in the **schedule** provided the **insured person's** legal representative or executor signs an agreement that if it later transpires that an **insured person** has not died, any amount paid will be refunded to **us**.

Exposure

If the **insured person** dies or becomes disabled as a result of being exposed to the elements, **we** will consider the death or disability to have been caused by **bodily injury**.

Definitions

We use certain words in this policy which have a specific meaning. They have this specific meaning wherever they appear in the policy or **schedule** and are shown in bold print.

Accident

A sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place.

Bodily injury

Identifiable physical injury to an **insured person's** body which is caused directly and solely by an **accident**, is not intentionally self-inflicted and does not result from sickness or disease.

Brain damage

Total and permanent loss of ability to reason, receive ideas, understand and have intelligent thoughts.

AIG Inc.

A company incorporated in the United States together with its worldwide subsidiary companies which collectively make up the AIG Inc. International Group of Companies.

Disablement

A loss as described in the sections shown on the **schedule**.

Doctor

A registered medical practitioner who is not the **insured person** or related to the **insured person** who is currently registered with the Irish Medical Council in the Republic of Ireland to practice medicine.

Facial scarring

Scarring of the face from the hairline to the chin and from ear to ear not including the neck.

Foot or **feet**

All parts of the foot below the ankle.

Gradually operating cause

A cause that is the result of a series of events which occur or develop over time that cannot be attributable to a single **accident.**

Group policyholder

The **school** specified on the **schedule.**

Hand or **hands**

All parts of the hand below the wrist.

Hospital

An institution which has accommodation for residential patients and facilities for diagnosis, surgery and treatment. It does not include a convalescence home (the place for rest and recovery after an **accident**), a long-term nursing home or care facility, a geriatric (elderly care) ward or a rehabilitation centre.

Insured person or insured persons

The person or persons shown on the **schedule.**

Loss

Permanent, total and irrecoverable loss of use or the permanent and total loss caused by physical severance, resulting in separation.

Loss of hearing

Total, complete and permanent loss of hearing resulting in deafness.

Loss of sight

Physical loss of one or both eyes or the loss of a substantial part of the sight of one or both eyes. A substantial part means that the degree of sight remaining after the **accident** is 3/60 or less on the Snellen scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen scale a person can see at 3 feet something that a person who has not suffered loss of sight should be able to see at 60 feet).

Loss of speech

Total, complete and permanent loss of speech.

Medical and dental expenses

Expenses not recoverable from any other source, necessarily and properly incurred by the **insured person** within five years of the date of **bodily injury** for medical, **hospital**, surgical, dental, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire. Expenses incurred within five years of the date of **bodily injury** for treatment which either takes place or is expected to take place after the expiry of the five years from the date of **bodily injury** are not medical expenses for the purpose of this insurance.

Operative time of cover

The period of time during which an **insured person** is covered by this policy.

Paralysis from the neck down

The permanent and total paralysis of the two arms, forearms and **hands** and the two thighs, legs and **feet**.

Parent

A parent with parental responsibility, or a legal guardian of a **pupil**.

Period of insurance

The period between the **start date of cover** and renewal date as shown on the **schedule**.

Permanent total disability

The **insured person** being prevented from doing any paid work for the rest of their life.

Pupil or pupils

A person who is over 3 years of age, or under 23 years of age and attending the **school**.

School

The school named on the policy **schedule**.

School activity only

While the **insured person** is participating in **school** related activities authorised by the **school** including direct travel to and from such activities.

Schedule

The document showing details of the cover purchased and which should be read with this policy.

Staff

Any employee of a **school** provided the employee has not attained their 65th birthday before the start of the **period of insurance**.

Start date of cover

The date on which cover commences.

Sum insured
The amount of benefit payable shown in the **schedule**.

They or **their**
The **insured person.**

War
Military action, either between nations or resulting from civil war or revolution.

We, **us** or **our**
AIG Europe S.A.

24 hour cover
At all times.

What is not covered

We will not cover **bodily injury** to an **insured person**:

(a) if it occurs in a country where there is a **war** and the **bodily injury** was caused as a direct consequence of the **war**;

(b) flying unless as a fare-paying passenger;

(c) committing or attempting to commit suicide;

(d) committing or attempting to commit a crime;

(e) resulting in a diagnosis of fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding joints, fatigue and tenderness at specific sites in the body), myalgic encephalomyelitis (muscle pains and inflammation of the brain and spinal cord), chronic fatigue syndrome, post-traumatic stress disorder or any mental or nervous disorder;

(f) resulting from a **gradually operating cause**;

(g) taking a drug or drugs other than according to the manufacturer's instructions or as prescribed by a **doctor**;

(h) taking a drug or drugs to treat drug addiction;

(i) under the influence of alcohol or solvents:

(J) in respect of **medical expenses** or **hospital** confinement arising from any physical or mental condition, or disability of a recurring or chronic nature, from which the **insured person** suffered or was known to suffer before the **period of insurance**. This exclusion shall not apply where insurance has been effected on a compulsory basis for all **pupils** or **staff** of a **school**;

(k) occasioned during the course of employment of any kind other than an authorised **school** work experience programme or, in respect of **staff**, other than work on behalf of the **school**;

Provisions

1. Under Section B when more than one form of disability results from one **bodily injury**, **we** will pay the largest amount from the table shown on the **schedule**.
2. The **insured person** can only claim under one of the Sections A, B or C as a result of **bodily injury**.
3. **We** will only pay either the **paralysis from the neck down** or **brain damage** benefit as a result of one event causing **bodily injury**.
4. If the **insured person** dies within 26 weeks of suffering **bodily injury**, **we** will pay the amount under Section C (as long as the death was as a result of **bodily injury**) and not the amounts under Sections A or B.
5. **We** will pay the amounts shown under Sections D, E, F and G as well as those under Section B as a result of **bodily injury**.
6. The most **we** will pay for **bodily injury** is the **sum insured** shown for Section A1 for each **pupil**.
7. The maximum **we** will pay in aggregate to eligible **insured persons** under this insurance in respect of any **accident** or series of **accidents** arising from a single event will be €5,000,000. In the event that the total claims from the single event shall exceed €5,000,000 **we** will pay an amount which is proportionately reduced until the total does not exceed this limit.
8. **We** may change the terms and conditions, including the premium, of this group policy at any time and as considered necessary to reflect any event outside **our** control or that **we** expect to have an impact on future claims which **we** could not reasonably have foreseen when **we** last reviewed the cover terms and premiums or in the event of any change in the law affecting this policy, for example a change in insurance premium tax.

Before **we** make any changes, **we** will give the **group policyholder** 30 days notice in writing.

If the changes are acceptable then this cover will continue. The **group policyholder** is responsible for notify **insured person's** included in this group policy of the changes applicable.

If the changes are not acceptable, the contact person for the **group policyholder** may cancel this group policy. If this happens no claims will be paid after the date of the cancellation. Any premium for the unused portion of the **period of insurance** will be returned to the contact person for the **group policyholder.**

Claims procedure

We should be notified as soon as reasonably practicable after the **bodily injury** is sustained that a claim is to be made.

We may reject the claim if it is made so long after the **bodily injury** is sustained that it makes it difficult or impossible for **us** to investigate the claim fully. Claims are to be notified to:

The Accident & Health Claims Department
AIG Europe S.A.
30 North Wall Quay, IFSC, Dublin 1.

Telephone: (01) 208 1400 Facsimile: (01) 283 7774
E Mail: pupilprotectorclaims.ie@aig.com

We may ask the **insured person** to have one or more medical examinations. If **we** do, **we** will pay the cost of the examinations and the reasonable travelling expenses of the **insured person** (and their **parent** if the **insured person** is a **pupil** under 23 years of age), as long as **we** agree beforehand. If the **insured person** fails to go to a medical examination without a good reason, **we** may reject the claim.

If **we** pay a claim under Section G, **medical expenses** which are recoverable from another source, such as a third party or private health insurer, **you** must give **us** every assistance and any information **we** require to recover this amount from them.

We will ask the claimant to give **us** certificates and information to support the claim. **We** will not pay any costs involved in doing this. If the information supplied is insufficient, **we** shall identify what further information is required. **We** may reject the claim if **we** do not receive the information **we** need.

We will deal with valid death claims as follows:

a. If an **insured person** is age 18 years or over **we** will pay the **sum insured** to the executor or personal representative of the deceased **insured person's** estate.
b. If an **insured person** is under age 18 years **we** will pay the **sum insured** to the **parent** of the deceased **insured person** or in accordance with the Succession Act 1965, where appropriate.

We will deal with all valid claims, other than death claims, as follows:

a. If an **insured person** is age 18 years or over **we** will pay the appropriate **sum insured** to the **insured person.**
b. If an **insured person** is under age 18 years **we** will pay the appropriate **sum insured** to the **parent** of the **insured person** for the benefit of the **insured person.**
c. **We** will pay the appropriate **sum insured** to the **school** under Section G **medical expenses** where they have incurred bills and require reimbursement.

However, **we** can insist on placing any claim payments in trust for the **insured person's** benefit. **We**, the **insured person**, and their **parent** will agree on the trustees. The money will be held in trust until the **insured person** has reached **their** 18th birthday when the money will be paid to the **insured person**. If **we** cannot agree on the identity of the trustees they will be appointed by the President of the Law Society. **We** will decide the terms, conditions and powers which apply to any trust.

The receipt of the payment shall be a full discharge of all liability by **us** in respect of the claim.

General conditions

1. The policy or benefit cannot be assigned or transferred to anyone else unless **we** agree.
2. If the **parent** is contributing, or paying the premium, the insurance will not be affected by the **group policyholder's** failure to send reports, pay premiums or keep to any of the conditions of the policy.
3. If **we** have paid a claim under this policy and the **group policyholder** or the **insured person** has accepted this as full and final payment then **we** will not have to make any further payments for the same claim.
4. **We** may change the premium and conditions of this insurance at the **start date of cover** or increase the premium during the **period of insurance** if the number of **insured persons** is increased.
5. The **group policyholder** will pay premiums as agreed and supply information in the form and at the frequency required by **us**.
6. This policy will be construed and interpreted in accordance with Irish law whose courts will have jurisdiction to determine any dispute arising under or in connection with it, unless agreed to the contrary by the **group policyholder** and **us** before the **start date of cover**. The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.
7. **We** will not pay interest on any amount paid under this policy.
8. **We** shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, **our** parent Company or its ultimate controlling entity 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.

Disputes and complaints

We will do all **we** can to make sure **we** provide a high standard of service. If the **group policyholder** or **insured person,** or **parent** if the **insured person** is a **pupil**, is not satisfied with the service received, they should write to the Customer Complaints Officer at AIG Europe S.A., 30 North Wall Quay, IFSC, Dublin 1. Tel (01) 208 1400. Email: customercomplaints.ie@aig.com

If the complaint is not resolved to their satisfaction, they should contact the General Manager, AIG Europe S.A., 30 North Wall Quay, IFSC, Dublin 1.

At any stage, you may contact any of the following:

a) Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8. Telephone: 01 6761820; Fax: 01 6761943; Email: info@insuranceireland.eu Web: http://www.insuranceireland.eu

b) The Central Bank of Ireland, North Wall Quay, Dublin 1, D01 F7X3. Telephone: 1890 77 77 77; Fax: 01 6716561; E-mail: enquiries@centralbank.ie Web: http://www.centralbank.ie

c) The Financial Services & Pensions, Ombudsman's Bureau of Ireland, 3rd. Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Lo Call: 1890-882090; Phone: (01) 567 7000; Fax: (01) 662 0890. E-mail: info@fspo.ie ; Web: http://www.fspo.ie

Fraud

Any fraud, deliberate dishonesty, or deliberate hiding of information connected with the **group policyholder's** or **insured person's** application for this policy or in connection with a claim, will make this policy invalid.

If this happens, the **group policyholder** or **insured person** will lose any benefit due to them and they must pay back any benefit that **we** have already paid.

If this occurs **we** will not refund any premiums.

Start and finish of cover

The cover provided to the **group policyholder** for each **insured person** will begin on the **start date of cover** or the date the **insured person** is included in this insurance and will end on the earliest of the following:

a) The end of the period for which payment of premium was paid to **us**;
b) The **group policyholder** or **we** cancel the policy;
c) The policy is not renewed on the renewal date;
d) An **insured person** notifies the **group policyholder** that **they** no longer wish to be included in this policy;
e) An **insured person** dies; or
f) An **insured person's** 23rd birthday.

Where mandatory insurance is selected by a **school** which has been insured with a previous insurer, the premium will be deemed to have been paid provided it is received by **us** before 31 October each year.
Where specified **pupil** insurance is selected, if the **insured person** has been insured with a previous insurer the premium will be deemed to have been paid provided it is paid to **us** before 31 October each year, otherwise cover will commence in respect of the **insured person** when their application is received by the **school**.

Cancellation

We may cancel this policy by giving 30 days notice in writing to the **group policyholder** at the **group policyholder's** last known address.

The **group policyholder** may cancel this policy by giving 30 days notice in writing to **us** at the following address: Accident & Health Department AIG Europe S.A., 30 North Wall Quay, IFSC, Dublin 1

The premium for the period up to the date when the cancellation takes effect will be calculated and any unearned (unused) portion of the premium paid will be returned to the **group policyholder**.

An **insured person** may cancel their own cover under this policy by giving notice in writing to the **group policyholder**. An **insured person** or **parent** has no rights to cancel the policy held by the **group policyholder**.

If the **group policyholder** collects the premium from an **insured person** or **parent**, it is the **group policyholder's** responsibility to give back any premium **we** have returned to them and tell an **insured person** or **parent** contributing that the premium will no longer be collected.

We will refund all premiums paid, within 30 days from the date **we** received the notice of the cancellation from the **group policyholder**. **We** will not refund any premiums if a claim has been made within the 15 days of the **start date of cover** shown on the **schedule**.

How we use personal information

AIG Europe S.A. is committed to protecting the privacy of customers, claimants and other business contacts.

"Personal Information" identifies and relates to **you** or other individuals (e.g. **your** partner or other members of **your** family). If **you** provide Personal Information about another individual, **you** must (unless **we** agree otherwise) inform the individual about the content of this notice and **our** Privacy Policy and obtain **their** permission (where possible) for sharing of **their** Personal Information with **us**.

The types of Personal Information **we** may collect and why – depending on **our** relationship with **you**, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with **your** consent where required by applicable law) as well as other Personal Information provided by **you** or that **we** obtain in connection with **our** relationship with **you**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of **our** business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside **your** country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

To opt-out of any marketing communications that **we** may send **you**, contact **us** by e-mail at: postmaster.ie@aig.com or by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1. If **you** opt-out **we** may still send **you** other important service and administration communications relating to the services.

Sharing of Personal Information - For the above purposes Personal Information may be shared with **our** group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. **We** are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. **We** may search these registers to

prevent, detect and investigate fraud or to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of **our** company or transfer of business assets.

International transfer - Due to the global nature of **our** business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in **your** country of residence). When making these transfers**, we** will take steps to ensure that **your** Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in **our** Privacy Policy (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep **your** Personal Information safe and secure. When **we** provide Personal Information to a third party (including **our** service providers) or engage a third party to collect Personal Information on **our** behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – **You** have a number of rights under data protection law in connection with **our** use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend **our** use of data. These rights may also include a right to transfer **your** data to another organisation, a right to object to **our** use of **your** Personal Information, a right to request that certain automated decisions **we** make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about **your** rights and how **you** may exercise them is set out in full in **our** Privacy Policy (see below).

Privacy Policy - More details about **your** rights and how **we** collect, use and disclose **your** Personal Information can be found in **our** full Privacy Policy at: https://www.aig.ie/privacy-policy or **you** may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: dataprotectionofficer.ie@aig.com

Commission & Fees

When J.F. Dunne Insurances Ltd sell **you** a policy, J.F. Dunne Insurances Ltd receive commission from the insurer which is a percentage of the total premium.

Second Opinion Medical Service

If an **insured person** suffers any accidental bodily injury or illness which is diagnosed during the **period of insurance**, regardless of the **operative time of cover** shown in the **schedule** or the exclusions applicable under this policy, access to a medical Second Opinion service will be provided by **us**.

To use this service an **insured person's parent** should either:

- access www.aigdirect.ie/pupilprotector or
- contact Second Opinion by telephoning +44 207 486 2300, and provide details of the **insured person's** current Medical Consultant as requested.

The **insured person's parent** should then request that their medical file be forwarded to Second Opinion by the Medical Consultant (this may require written authorisation).

In most cases it will not be necessary for an **insured person** to visit Second Opinion. However, if Second Opinion considers this necessary, **we** will pay for the cost of the first consultation (excluding the cost of travel and accommodation).

This insurance is underwritten by AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, http://www.aig.lu/. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, http://www.caa.lu/

AIG Europe S.A. Ireland branch is an insurance company and has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3. Telephone: 1890 77 77 77. Fax: 01 6716561. E-mail: enquiries@centralbank.ie. Web: http://www.centralbank.ie .
If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at http://www.aig.lu/

Insurance Compensation Fund
You may be entitled to compensation from the scheme in the unlikely event that AIG Europe S.A. cannot meet its obligations. The maximum amount that could be available in respect of any sum due to a policyholder is 65% of the sum due or EUR 825,000, whichever is the lesser. Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website though the following link: https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund

AIG Europe S.A. Ireland Branch does not provide advice or any personal recommendation about this product.

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