

## **PUPIL PERSONAL ACCIDENT POLICY**

### **INTRODUCTION**

In consideration of and subject to the Insured paying the Premium, Allianz Corporate Ireland p.l.c (hereinafter called the 'Company') will pay to Pupils the Benefits set out in the Schedule of Benefits in the manner and to the extent described within this Policy subject to its terms Definitions Exclusions Conditions and any Endorsements.

The Proposal in respect of this insurance shall be the basis of this contract.

This Policy comprising the Introduction Definitions Insuring Clause Schedule of Benefits 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.

**Signed for and on behalf of the Company**

**MICHAEL NOLAN**

### **IN YOUR OWN INTEREST**

This Policy includes important exclusions and conditions. The Company encourages you to read this Policy carefully and to contact the Company immediately if any clarification is required.

### **STAMP DUTY**

The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1.

### **COMPANY**

Allianz Corporate Ireland p.l.c.

## DEFINITIONS

- 1: **Insured** means the School or other educational establishment named in the Proposal
- 2: **Proposal** means the proposal for this insurance submitted to the Company by or on behalf of the Insured, whether in writing or otherwise
- 3: **Operative Time** means either (1) during School Activities, including direct travel to and from any such activity, indicated by the reference *School Activities* in the Proposal or (2) during all social, domestic and leisure activities and during School Activities indicated by the reference *24 Hr* in the Proposal
- 4: **School Activities** means any activity usual to a school which is carried out with the full knowledge and authority and under the control of the board of management/governors of the School or of any other person specifically authorised by them and not otherwise excluded by this Policy
- 5: **Pupil** means either:
  - (a) where all pupils of the School are to be covered by this Policy, indicated by the reference *All Pupils* in the Proposal, 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 Proposal, 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 3 years or more than 22 years
- 6: **Territorial Limits** means the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands.
- 7: **Period of Insurance** means the period specified in the Proposal or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium
- 8: **Premium** means the premium set out in the Proposal
- 9: **Maximum Amount Payable** means the maximum amount payable by the Company in respect of Benefits under this Policy as stated in the Insuring Clause
- 10: **Pollution or Contamination** means
  - (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
  - (b) all Bodily Injury (as defined in the Insuring Clause) directly or indirectly caused by such pollution or contamination

## INSURING CLAUSE

The Company will pay to a Pupil the relevant Benefit specified in the Schedule of Benefits if such Pupil sustains in the Operative Time during the Period of Insurance, bodily injury which is caused by accidental violent external and visible means and which solely and independently of any other cause results in any of the following:

- 1: Death;
- 2: Total and irrecoverable loss of sight in one or both eyes within 12 calendar months of its occurrence;
- 3: Total and irrecoverable loss of hearing in one or both ears within 12 calendar months of its occurrence;
- 4: Total loss by physical severance at or above the wrist or ankle of the use of one or more limbs within 12 calendar months of its occurrence;
- 5: Permanent total disablement preventing the Pupil from gainful employment of any and every kind;
- 6: Medical surgical or dental charges including hospital nursing treatment and ambulance hire not recoverable from any other source;

herein referred to as “Bodily Injury”;

### **Provided that:**

- (i) Benefits shall not be payable under more than one of Bodily Injury (1) to (6) above in respect of the same accident or of the same period of disablement in respect of the same Pupil;
- (ii) After a claim under one of Bodily Injury (1) to (5) above has been admitted by the Company and become payable in respect of any Pupil no further liability shall attach to the Company in respect of that Pupil during the Period of Insurance;
- (iii) In the event of a claim for Benefit under any of Bodily Injury (1) to (5) above, no Benefit shall be payable in respect of a claim under Bodily Injury (6) above arising out of the same incident.
- (iv) Benefits under Bodily Injury (1) to (6) above shall be payable only on delivery to the Company of appropriate certification of the relevant circumstances by a medical practitioner.

### **Maximum Amount Payable**

Without prejudice to the Provisos to the payment of Benefits by the Company in respect of a Pupil as set out in the Insuring Clause, the amount payable by the Company under any of Bodily Injury (1) to (6) thereof in respect of a Pupil shall not exceed the amount of the applicable Benefit stated in the Schedule of Benefits, and the total amount of Benefits payable by the Company in respect of all Bodily Injury arising directly from one source or original cause shall not exceed €6,500,000 irrespective of the number of claims or of the number of Pupils claiming in respect thereof.

SCHEDULE OF BENEFITS

Bodily Injury	Benefit (Euro)
Death;	25,000
Total and irrecoverable loss of sight in one eye or use of one limb by physical severance at or above the wrist or ankle	100,000
Total and irrecoverable loss of hearing in one ear	25,000
Total and irrecoverable loss of hearing in both ears	100,000
Total and irrecoverable loss of sight in both eyes or use of both limbs by physical severance at or above the wrist or ankle or permanent total disablement preventing the Pupil from gainful employment of any and every kind	150,000
Medical surgical or dental charges including hospital nursing treatment and ambulance hire not recoverable from any other source	25,000

## POLICY EXCLUSIONS

### The Company will not pay any Benefits in respect of:

- 1: Bodily Injury consequent upon or directly or indirectly caused by, resulting from or in connection with:-
- (a) wilful self infliction;
  - (b) exposure to needless peril (other than in an attempt to save human life);
  - (c) any pre-existing physical defect infirmity or medical condition;
  - (d) suicide or attempted suicide;
  - (e) skiing, ski-boarding, ice-skating, ice-hockey, skeletoning, bobsleighbing or any other winter sport whatsoever, dry skiing, water skiing, parachuting, mountaineering or rock climbing necessitating the use of ropes or guides, pot holing or similar underground activity or aqua-lung diving;
  - (f) racing of any kind (other than authorised School racing events);
  - (g) aeronautics or aviation (other than as a passenger) or the use of any motor vehicle or craft (other than as a passenger);
  - (h) any of the following regardless of any other cause or event contributing concurrently or in any other sequence:
    - (i) war invasion acts of foreign enemies hostilities or warlike operation (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
    - (ii) any act of terrorism;

For the purpose of this Exclusion an act of 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 other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This Exclusion also excludes liability for any consequence of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (i) and/or (ii) above.

If the Company allege that by reason of this Exclusion any liability is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

- (i)
  - i/ the loss of alteration of or damage to; or
  - ii/ a reduction in the functionality availability or operation of;

a computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus worm logic bomb or trojan horse;
- (j) being under the influence of or due wholly or partly to the effects of intoxicating liquor or drugs (save for drugs taken in accordance with treatment prescribed by a Medical Practitioner other than in the treatment of drug addiction);
- (k) fighting (other than under School direction or in 'bona fide' self defence);
- (l) the Pupil being engaged in any employment, other than school work experience programmes;
- (m)
  - i/ ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - ii/ the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (n) Pollution or Contamination;
- (o) asbestos

But this Exclusion shall not apply to 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 Bodily Injury.

- 2: Any amount in excess of the applicable Benefit specified in the Schedule of Benefits or in excess of the Maximum Amount Payable.
- 3: Any Bodily Injury sustained while residing outside the Territorial Limits.
- 4: Any claim of whatsoever nature or kind on foot of this Policy, directly or indirectly caused by (whether proximately or otherwise) or consisting of, or connected with or arising from:-
  - (a) the actual or alleged failure, malfunction, inability or inadequacy of any of the following whether or not the property of the Insured or a Pupil or whether or not under the control of or operated or used by or on behalf of the Insured or a Pupil or whether occurring before, during or after the Year 2000:
    - (i) any computer, computerised system, computer network, electronic equipment;
    - (ii) any microchip, micro processor, integrated circuit or similar device, whether or not embedded in or forming part of a computer or any other thing, device, installation or system of any kind whatsoever;

- (iii) any computer software (including but not restricted to application software and system software);
- (iv) any other equipment, media, or system for processing, storing or retrieving data;
- (v) any code or component of any of the foregoing;
- (vi) any other product, equipment, service, installation, data or function that directly or indirectly use or rely upon or are connected with in any manner whatsoever any of the items listed in paragraphs (i) to (v) above;

to do correctly or omit to do any of the following:

- (i) read, accept, interpret, process or recognise any date as its true calendar date;
  - (ii) capture, save or retain or correctly to manipulate, interpret, calculate, compare, differentiate, sequence or process in any way whatsoever any data or information or command or instruction (whether directly or indirectly) as a result of or associated or connected in any way with, treating any date otherwise than its true calendar date;
  - (iii) capture, save, retain, manipulate, interpret, calculate, compare, differentiate, sequence or process in any way whatsoever any data or information (whether directly or indirectly) as a result of or connected in any way with the use or operation of any command or instruction which has been programmed, integrated or incorporated into any computer software or date being the command or instruction which causes or contributes to, (whether proximately or otherwise) the loss or corruption of data or information or of any command or instruction or the inability or failure to correctly capture, save, retain, manipulate, interpret, calculate, compare, differentiate, sequence or process such data on or after any date;
- (b) any advice, assessment, inspection testing, audit, evaluation, correction, conversion, design, redesign, renovation, repair, maintenance, rewriting, rectification or replacement of or any failure to advise, assess, test audit, evaluate, correct, convert, design, redesign, renovate, repair, rewrite, rectify or replace any of the equipment or software listed at paragraph 1:(a) above in respect of any of the problems or potential problems mentioned in the said paragraph 1:(a) whether provided, performed, carried out or done by, for or at the order, request of the Insured or a Pupil, or otherwise.
- (II) This Exclusion applies irrespective of whether any of the matters specified in paragraph (I) hereof occur prior or subsequent to or contemporaneously or in association or concurrently with any other cause or event or occurrence whatsoever or howsoever arising and irrespective of whether or not the claim under this Policy is based primarily or proximately on such other cause, event or occurrence.
  - (III) This Exclusion applies irrespective of the cause or reason for the failure, malfunction, inability or inadequacy and irrespective of whether or not any attempt was made to carry out any repairs or modifications to avoid or mitigate the effects of the same.

- (IV) This Exclusion does not amount to any express or implied admission or acceptance that apart from this Exclusion this Policy would otherwise provide cover or impose a liability on the Company in respect of any of the matters specified in paragraph (I) hereof and this Policy or liability imposed pursuant to the Policy shall not be augmented or increased in any way whatsoever by the terms of this Exclusion.
- (V) The existence of this Exclusion in the Policy shall not affect the Company's right to contend that quite independently of this Exclusion, the Policy provides no indemnity or cover and has no application or imposes no liability on the Company in respect of any of the matters specified in paragraph (I) hereof and the inclusion or incorporation of this Exclusion in the Policy shall not constitute any express or implied admission to the contrary.

## **POLICY CONDITIONS**

### **1: Due Observance**

The observance and fulfilment of the terms and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured or any Pupil 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 is or 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 aspect of the subject matter of this insurance the Insured shall give immediate notice in writing to the Company.

### **4: Reasonable Care**

The Insured shall at all times take all reasonable care to prevent accidents and any Bodily Injury.

### **5: 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 Pupil or if any Bodily Injury is caused by the wilful act of or with the connivance of the Insured or any Pupil all benefit under this Policy shall be forfeited.

### **6: Claims Conditions (Action by the Insured/ Pupil)**

In the event of an occurrence which may give rise to a claim for Benefit under this Policy notice in writing shall be given to the Company with full particulars, forthwith or in any event not more than 30 days thereafter.

### **7: Claims Conditions (Rights of the Company)**

- (a) The Company shall in the event of the death of a Pupil be entitled to have a post mortem examination at its own expense.
- (b) Any Benefit payable by the Company in respect of a claim under this Policy shall be payable to the Pupil (or his/her parent, guardian or other legal representative) whose receipt shall be a valid discharge of the Company's liability hereunder.

## **POLICY CONDITIONS (continued)**

### **8: Other Insurances**

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.

### **9: Cancellation**

The Company may cancel this Policy at any time by giving 21 days notice to the Insured by registered letter to the last notified address of the Insured and 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.

### **10: Arbitration**

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or failing agreement by the President for the time being of the Incorporated 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.

### **11: Insurance Act 1936**

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

## Consumer Information

Your insurer. The underwriter of your insurance is Allianz Corporate Ireland p.l.c., trading as Allianz, having its registered office at Burlington House, Burlington Road, Dublin 4, companies registration office no 143108. Vat no IE0646922D. Our contact details are : telephone: 01 6133000 fax: 01 6133630, and email: [info@allianz.ie](mailto:info@allianz.ie).

Regulatory Status. Allianz Corporate Ireland p.l.c., trading as Allianz, is regulated by the Financial Regulator.

Main business. Allianz Corporate Ireland p.l.c. is a non-life insurance undertaking underwriting 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.

If the alteration to the policy results in an additional premium due to us, or a refund due to you we will only charge or refund such premium provided this amount is greater than or equal to €25 plus 2% Government Levy.

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 Services,  
Allianz,  
Burlington House,  
Burlington Road,  
Dublin 4.  
01 – 6133000 (tel)  
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)  
01 – 6620899 (tel)  
01 – 6620890 (fax)  
email - enquiries@financialombudsman.ie  
website – www.financialombudsman.ie

and/or

(2) Insurance Information Services – Irish Insurance Federation,  
39 Molesworth Street,  
Dublin 2.  
01 – 6761914 (tel)  
01 – 6761943 (fax)  
email - iis@iif.ie  
website – www.iif.ie