

This policy is a contract between the *Insured* and the *Company*, AIG Europe S.A.

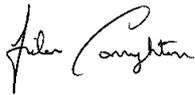
The *Company* agrees to give the insurance cover set out in this policy under the sections (and subsections) of cover that are shown as being included on the *Schedule*. This policy, the *Schedule* and all attached memoranda and endorsements detail the entire cover provided and the terms and conditions applying to it.

The *Company* will only provide cover for those people who are shown as being insured on the *Schedule* or any attached memoranda or endorsements for the *Period of Insurance* as long as the required premium has been paid and the *Company* has accepted it.

The *Insured* should read this policy, your application form and *Schedule* to make sure that they understand the cover provided and the limitations applying. If there are any elements of the cover that require clarification or do not meet the needs of the *Insured*, the *Insured* should in the first instance raise these with their insurance intermediary, where applicable.

Your Completed Application Form is a precise record of the information you provided us when applying for this insurance cover. **Your acceptance of this insurance policy confirms that your answers have been provided honestly and with reasonable care.** Please note that failure to do so may result in your policy being cancelled or we may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the **Impact of Misrepresentation** section, which you should read carefully.

Signed for and on behalf of



**Aidan Connaughton**

General Manager

AIG Europe S.A.

30 North Wall Quay, International Financial Services Centre, Dublin 1

*The appropriate Stamp Duty has or will be paid to the Revenue Commissioners in accordance with the provisions of Section 19 of the Finance Act 1950 amended.*

This insurance is underwritten by 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.

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## Claims Procedure

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The *Company* should be notified as soon as reasonably practical after the event that a claim is to be made. The claim may be rejected if it is made so long after the event that the *Company* is unable to investigate the claim fully. It may also result in the *Insured* (or *Insured Person* at the request of the *Insured*) not receiving the full amount claimed if the amount claimed is increased as a result of the delay.

For a claim under sections:

B1.1 – Medical and other Emergency Travel Expenses  
B6 – Kidnap and Ransom  
B7 – Political and Natural Disaster Evacuation  
Section C – Crisis Containment Management

Please contact the 24 hour, 7 days a week emergency medical number immediately on:

Telephone: **+44 (0)1273 747 625**

For a claim under all other sections, please notify:

**The Accident & Health Claims Department,**  
AIG Europe S.A., 30 North Wall Quay, International Financial Services Centre, Dublin 1  
Telephone: **+353 (0) 1 208 1400**  
E-Mail: [irelandclaims@aig.com](mailto:irelandclaims@aig.com)

The *Company* will ask for the completion of a claim form and for the claimant to provide all reasonable and necessary evidence (including receipts and invoices as applicable) required by the *Company* to support a claim at their own expense. If the information supplied is insufficient, the *Company* will identify the further information required. If the *Company* does not receive the information it needs, the *Company* may reject the claim or withhold payment until the information it may reasonably require is received. If a claim is made under section A, the *Company* may require information to show that the *Bodily Injury* is as a result of an *Accident*.

The *Insured Person* must give the *Company* permission to obtain any medical reports or other records needed from any *Medical Practitioner* who has treated the *Insured Person* otherwise the *Company* may not pay the claim.

The *Company* may ask the *Insured Person* to attend one or more medical examinations. If the *Company* does, the *Company* will pay the cost of the examination(s) and for any medical reports and records (and the reasonable costs of any person required to travel with the *Insured Person*, provided these expenses are agreed by the *Company* in advance). If the *Insured Person* fails to attend without reasonable cause, the *Company* may reject the claim. If an *Insured Person* dies, the *Company* has the right to ask for a post-mortem examination at its own expense. If this is refused, the *Company* may not pay the claim.

The *Company* may also contact third parties who have or who were to provide services to the *Insured* or *Insured Person* (for example an airline, travel company or hotel) to verify the information provided to support a claim.

If the *Insured*, the *Insured Person* or the claimant, does not comply with any reasonable request by the *Company* under this claims procedure, the *Company* may not pay the claim.

All claim payments under this policy will be made to the *Insured*. The *Company* will not pay an *Insured Person* or other person directly other than at the *Insured's* request and the *Company* has agreed to do so.

The receipt of the full claim payment will be a full discharge of all liability by the *Company* for the claim.

## General Policy Definitions

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There are words and expressions used in this policy which have a specific meaning, and sometimes those meanings are unique to this policy. These words are shown below and each time one of them is used in the policy and *Schedule* (and any endorsements or memoranda attached to the *Schedule*), it is shown in italics. Plural forms of the words defined have the same meaning as the singular form.

Please read sections A, B and C of the policy for additional definitions applicable to those sections and subsections.

### **Accident**

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

### **Biological Agent**

Any pathogenic organism, or any toxin biologically or chemically produced, created or synthesised therefrom or any genetically modified organism.

### **Bodily Injury**

Identifiable physical injury to the *Insured Person's* body which is caused directly and solely by an *Accident*, is not intentionally self-inflicted, does not result from sickness or disease and is not as a result of a *Gradually Operating Cause*.

### **Business Partner**

Any person holding the position of partner or, in the case of a limited liability partnership, holding the position of member of the *Insured*.

### **Business Trip**

Any trip undertaken primarily for the purpose of the *Insured's* business which commences during the *Period of Insurance* and is scheduled to last for a maximum duration of twelve months. Non-business activities are covered when incidental to a business trip.

### **Chemical Agent**

Any artificially created, produced or synthesised chemical toxin or compound or a substance derived from a genetically modified organism.

### **Child**

Any person who is under 18 years of age or under 23 years of age if in full-time education.

### **Company**

AIG Europe S.A.

### **Contractor**

Any person employed by the *Insured* on a temporary contract for services that the *Insured* has agreed to be included under this policy.

### **Completed Application Form**

The completed application form is a precise record of the answers the *Insured* provided to each of the specific questions asked by the *Company* at the pre-contractual stage of a contract of insurance. This includes the information and/or answers to any statement or fact, proposal (including mid-term adjustments) or renewal form previously supplied and completed by the *Insured*. The *Company* must answer all of the questions on the completed application form honestly and with reasonable care, failure to do so may be regarded as a *Misrepresentation*.

**Director**

Any person holding the position of director of the *Insured* (but excluding non-executive directors or company secretary unless agreed in writing by the *Company*) or any person who is a member of the management or executive committee (or equivalent body) of a partnership.

**Domestic Staff**

Any person employed on a salaried basis by a *Director* in one or more of the following capacities: nanny, house-keeper, au-pair, butler, driver, maternity nurse, tutor, personal trainer.

**Employee**

Any person under a contract of employment, contract of service or apprenticeship with the *Insured* who is not a *Director* or a *Business Partner*.

**Event**

A sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event is limited to 72 consecutive hours and within a 10-mile radius of the event.

**Expatriate**

An *Insured Person* who is not a *Secondee* and is resident in a country that is not their country of nationality or origin and who:

- a) has no definite date of return; and
- b) has taken permanent residency or citizenship or become naturalised in the designated country.

**Exposure**

The deliberate emission, discharge, dispersal, release, spread or escape of any *Nuclear Agent*, *Biological Agent* or *Chemical Agent* as a result of *Terrorism* or other cause.

**Gradually Operating Cause**

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

**Hospital**

An institution which has accommodation for inpatients and facilities for diagnosis, surgery and treatment. It does not include a long term nursing home, a retirement home or an extended-care facility.

**Insured**

The legal entity or organisation shown on the *Schedule*.

**Insured Person**

The person or persons described on the *Schedule* or any memoranda attached to the policy.

**Insured Trip**

Any holiday trip which starts during the *Period of Insurance* and is scheduled to last for a maximum duration of twelve months.

**Leisure Activities** shall be activities devoted to the maintenance of health and welfare of the *Insured Person* and that are not competitive in nature and do not involve construction, renovation and repair work or gardening activities of any kind.

**Medical Consultant**

A *Medical Practitioner* or other medical specialist (other than, an *Insured Person*, a relative of an *Insured Person*, or an *Employee* of the *Insured*) who either holds a full-time Health Service Executive (HSE) Consultant Post or holds a current Certificate of Completion of Specialist Training (CCST), or is on the Specialist Register held by the Medical Council) and holds a specialist accreditation issued by the Medical Council in accordance with European Union Medical Directives (or foreign equivalents) or other similarly recognised body.

For dental treatment only, a dental practitioner who is registered with the Irish Dental Association (or foreign equivalent) and who either holds an HSE Consultant post (or foreign equivalent) or who specialises in a specific branch of dentistry.

**Medical Practitioner**

A medically qualified person other than an *Insured Person*, a relative of an *Insured Person*, or an *Employee* of the *Insured*, who is currently registered with the Medical Council in the Republic of Ireland (or foreign equivalent) to practice medicine.

**Misrepresentation**

Any innocent, negligent or fraudulent answers provided by the *Insured* to the questions on the *Completed Application Form*.

**Nuclear Agent**

Any fissile material emitting ionizing radiation or radioactivity.

**Operative Time**

When the *Insured* or an *Insured Person* is covered by this policy. This is set out on the *Schedule* and described in this policy wording.

**Partner**

A person who is an *Insured Person's* husband or wife, civil partner, fiancé or fiancée, boyfriend or girlfriend.

**Period of Insurance**

The period of time shown on the *Schedule* during which cover applies.

**Permanent Country of Residence**

A country in which an *Insured Person* currently resides, has resided or intends to continue to reside for a continuous period of 12 months or longer for reasons of employment or self-employment.

**Pre-Contract Application Form**

The application form provided by the *Company* to the *Insured* at pre-contractual stage of a contract of insurance. The *Insured* must answer the questions on the pre-contract application form honestly and with reasonable care, failure to do so may be regarded as a *Misrepresentation* (see Impact of Misrepresentations section).

**Schedule**

The document showing details of the *Period of Insurance*, *Insured Persons*, *Operative Time*, included policy sections and the *Sums Insured* which should be read with this policy.

**Seconded**

An *Insured Person* who is not an *Expatriate* and who is resident in a country which is neither their country of nationality or origin and who:

- a) has been temporarily assigned to that country for employment purposes; and
- b) is resident and it is intended that they will be working in that country for a period in excess of 12 months in duration; and
- c) has a known date of return or it is known that they will be returning; and
- d) is working in that country under a permit or work visa and has not taken residency in the designated country (unless local law requires them to do so); and
- e) is employed by the *Insured* in a position for a specified contractual period.

**Sum Insured**

The policy benefit or maximum amount of cover up to which the *Insured* can claim.

**Terrorism**

Any act or acts by any person or group whether acting alone or on behalf or in connection with any organisation or government undertaken for economic, political, religious, ideological or similar purposes with the intention to influence any government and/or put the public, or any section of the public, in fear.

***Typical Working Day***

A typical working day shall be those hours when at their *Usual Place of Work* during which the *Insured Person* typically carries out their working activity for the *Insured* and shall comprise those hours and days that the *Insured Person's* contract of employment stipulates they must work plus any other times that the *Insured* has agreed with them that they are permitted to work whether such agreement has been made in writing or by mutually recognised custom and practice.

***Trip***

A *Business Trip* or an *Insured Trip* taken by an *Insured Person* during the *Operative Time*.

***United Kingdom***

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

***Usual Place of Work***

The premises, facilities, or site where the *Insured Person* typically carries out their working activity for the *Insured* including any client or potential client's premises, facilities, or sites

***War***

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

## Operative Times

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An *Insured Person* is only covered for the period of time shown on the *Schedule*. A full explanation of this *Operative Time* is shown below or, if different by endorsement to the *Schedule*.

### **OP1 - 24 Hours a Day Worldwide Cover**

At any time.

### **OP2 – All Occupational Related Cover**

- Whilst an *Insured Person* is carrying out their occupational duties for the *Insured* either on or away from the *Insured's* premises.
- At any time while an *Insured Person* is on the *Insured's* premises.
- Whilst an *Insured Person* is travelling between their place of residence and place of work.
- Whilst an *Insured Person* is travelling between their places of work where the travel is at the expense of the *Insured*.
- Whilst an *Insured Person* is getting in and out of, travelling in, loading or unloading, carrying out emergency road-side repairs to and re-fuelling a motor vehicle owned, hired by, or leased to the *Insured* or an *Insured Person* (for an *Insured Person*, where travel is at the expense of the *Insured*), or any vehicle temporarily replacing it.
- At any time where *Bodily Injury* is suffered by an *Insured Person* and is the direct result of an unprovoked malicious assault by another person or where *Bodily Injury* is the direct result of theft or attempted theft of the *Insured's* or an *Insured Person's* property.
- When the *Insured Person* is carrying out their occupational duties for the *Insured* and it takes place during a *Typical Working Day* and away from the *Insured Person's Usual Place of Work*;
- *Leisure Activities* are covered if they occur during, or in breaks of, the *Typical Working Day* and take place in, or commence and conclude directly from, the place of work.

### **OT1 - Business Travel**

- While an *Insured Person* is on a *Business Trip*, cover starting from the time of leaving their place of residence or place of work, whichever occurs last, until return to their place of residence or place of work, whichever occurs first.  
If an *OP2 - All Occupational Related Cover Operative Time* also applies, cover is extended to include any time between leaving an *Insured Person's* place of residence at the start of the *Business Trip* and return to place of residence at the end of the *Business Trip*.

### **OT2 – Business and Leisure Travel**

- While an *Insured Person* is on any *Trip*, cover starting from the time of leaving their place of residence or place of work whichever occurs last, until return to their place of residence or place of work, whichever occurs first.
- If an *OP2 - All Occupational Related Cover Operative Time* also applies, cover is extended to include any time between leaving an *Insured Person's* place of residence at the start of the *Trip* and return to place of residence at the end of the *Trip*.

## Section A - Personal Accident

Please check the policy schedule to determine if cover under this section is operative.

### Section A - Personal Accident

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If an *Insured Person* sustains *Bodily Injury* during the *Period of Insurance* and *Operative Time* which within two years solely and independently of any other cause results in death, *Disablement*, or the incurring of *Accident Medical Expenses*, the *Company* will pay the *Insured* the *Sum Insured* shown on the *Schedule*.

#### Additional definitions applicable to section A

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

##### **Accident Medical Expenses**

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a *Medical Practitioner* and all *Hospital*, nursing home and ambulance charges connected with a valid claim under items 1-6 of section A shown on the *Schedule*.

##### **Annual Salary**

The total gross basic annual salary (but not including payments for national insurance, overtime, commission, dividend or bonus unless declared to and agreed by the *Company*) payable by the *Insured* to the *Insured Person* at the date *Bodily Injury* is sustained. For weekly paid *Insured Persons*, annual salary will be calculated by taking the average gross basic weekly salary of the *Insured Person* for the thirteen weeks prior to sustaining *Bodily Injury* and multiplying this amount by fifty-two.

##### **Any One Accident Limit**

The maximum amount the *Company* will pay in total under section A including any extensions to it and any other policy of personal accident insurance issued by the *Company* in the *Insured's* name for all *Insured Persons* suffering *Bodily Injury* in the same *Accident* or series of *Accidents* contributed to or caused by the same original cause, *Event* or circumstance.

##### **Deferment Period**

The initial period of *Temporary Total Disablement* or *Temporary Partial Disablement* during which the *Sum Insured* under items 5 or 6 of section A shown on the *Schedule* is not payable.

##### **Disablement**

*Loss of Limb*, *Loss of Sight*, *Loss of Speech*, *Loss of Hearing*, *Permanent Partial Disablement*, *Permanent Total Disablement*, *Paraplegia*, *Quadriplegia*, *Hemiplegia*, *Triplegia*, *Full Thickness Burns*, *Fractures*, *Temporary Partial Disablement* and *Temporary Total Disablement*.

##### **Face**

The area bordered by the natural hairline surrounding the forehead, the front of the ears and the lower jaw.

##### **Fracture**

A break in a bone into two or more pieces.

##### **Full Thickness Burns**

Burns which result in the destruction of both the epidermis (the outer layers of the skin) and dermis (the layers of the skin that contain hair follicles, nerve endings, sweat and sebaceous glands), and which require surgery or a skin grafting to treat.

##### **Gross Weekly Wage**

The average weekly gross basic salary (excluding payments for overtime, commission, bonuses, dividends or national insurance contributions). For weekly paid *Insured Persons* this means the average gross weekly basic salary for the thirteen weeks prior to sustaining *Bodily Injury* (or the average for the period of employment if less than thirteen weeks). For monthly paid *Insured Persons* this will be calculated by dividing the *Insured Person's Annual Salary* by fifty-two.

**Hemiplegia**

The permanent, total and irrecoverable paralysis of one leg below the hip and one arm below the shoulder on the same side of the body.

**Inpatient**

An *Insured Person* who has gone through the full *Hospital* admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of *Bodily Injury*.

**Loss of Hearing**

Permanent, total and irrecoverable loss of hearing resulting in the *Insured Person* being classified as *Profoundly Deaf*.

**Loss of Limb**

In the case of a leg or lower limb

- a) loss by permanent physical severance at or above the ankle; or
- b) permanent, total and irrecoverable loss of use of a complete leg or foot.

In the case of an arm or upper limb

- a) loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand); or
- b) permanent, total and irrecoverable loss of use of a complete arm or hand.

**Loss of Sight**

The permanent, total and irrecoverable physical loss of one or both eyes or the permanent, total and irrecoverable loss of a substantial part of the sight of one or both eyes. The *Company* will consider loss of sight to be substantial if the loss of sight:

- a) in both eyes results in the *Insured Person's* name being added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- b) remaining in one eye is assessed at 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**

Permanent, total and irrecoverable loss of the ability to speak.

**Non-Scheduled Aircraft Accumulation Limit**

The maximum amount the *Company* will pay in the aggregate under section A including any extensions to it and any other policy of personal accident insurance issued by the *Company* in the *Insured's* name for all *Insured Persons* suffering *Bodily Injury* in the same aircraft *Accident* (this not being an accident involving a *Scheduled Aircraft*) or series of aircraft *Accidents* contributed to or caused by the same original cause, *Event* or circumstance.

**Paraplegia**

The permanent, total and irrecoverable paralysis of both legs below the hip, the bladder and rectum.

**Permanent Partial Disablement**

A disability that is described under the extension to *Permanent Total Disablement* which is beyond hope of recovery and will in all probability continue for the remainder of the *Insured Person's* life.

**Permanent Total Disablement**

A permanent, total and irrecoverable disablement which totally prevents an *Insured Person* from working in their usual occupation which in all probability will continue for the remainder of their natural life as determined by a *Medical Consultant*.

**Personal Belongings**

Clothing and personal articles which are the property of the *Insured Person*.

**Profoundly Deaf**

The inability to hear sounds when tested by a qualified audiologist quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz.

**Quadriplegia**

The permanent, total and irrecoverable paralysis of both arms below the shoulder and both legs below the hip.

**Scheduled Aircraft**

An aircraft which flies from an internationally recognised airport on a published schedule that has more than 18 seats.

**Scheduled Aircraft Accumulation Limit**

The maximum amount the *Company* will pay in the aggregate under section A including any extensions to it and any other policy of personal accident insurance issued by the *Company* in the *Insured's* name for all *Insured Persons* suffering *Bodily Injury* in the same *Scheduled Aircraft* or series of *Scheduled Aircraft* accidents contributed to or caused by the same original cause, *Event* or circumstance.

**Temporary Partial Disablement**

Temporary disablement which prevents the *Insured Person* from carrying out the majority of their usual occupation for the *Insured*.

**Temporary Total Disablement**

Temporary disablement which prevents the *Insured Person* from carrying out all parts of their usual occupation for the *Insured*.

**Triplegia**

The permanent, total and irrecoverable paralysis of both legs below the hip and one arm below the shoulder or both arms below the shoulder and one leg below the hip.

**Extension applicable to section A Item 4b - Permanent Partial Disablement.  
(This extension is applicable if shown as being operative on the schedule).**

**Permanent Partial Disablement**

In the event an *Insured Person* sustains *Bodily Injury* which does not result in a payment under items 1-4a, of section A and item 4b of section A is shown as being operative on the *Schedule*, the *Company* will pay an amount for *Permanent Partial Disablement* for the amount shown under this extension or as a percentage of the *Sum Insured* for item 4a of section A, shown on the *Schedule*, depending on the degree of permanent disability following a medical assessment. The percentages of the *Sum Insured* payable under 4a of section A for specific disabilities are:

Specific Disabilities

- |    |   |     |
|----|---|-----|
| A. | Permanent severance or permanent, total and irrecoverable loss of use of:     |     |
|    | i) one thumb  | 30% |
|    | ii) forefinger  | 20% |
|    | iii) any finger other than forefinger   | 10% |
|    | iv) big toe   | 15% |
|    | v) any toe other than big toe   | 5%  |
|    | vi) shoulder or elbow   | 25% |
|    | vii) wrist, hip, knee or ankle  | 20% |
|    | viii) jaw by surgical operation   | 30% |
|    | ix) the back or spine (vertebral column)<br>with no injury to the spinal cord | 35% |

Non-Specified Disabilities

- B. A permanent partial disability which is not provided for under items 2-4a of section A as shown on the *Schedule* or any of the Specific Disabilities noted under A.i)-ix) above up to a maximum of 100% of item 4a of the *Schedule* (please see non-specified injury assessment below).

Additional Payments

- |    |                     |          |
|----|---------------------|----------|
| C. | <i>Paraplegia</i>   | €50,000  |
| D. | <i>Quadriplegia</i> | €125,000 |
| E. | <i>Hemiplegia</i>   | €25,000  |
| F. | <i>Triplegia</i>    | €75,000  |

### **Non-specified injury assessment**

a) If the *Insured Person* suffers *Bodily Injury* to a part of the body that is listed on the *Schedule*, items 2-4a of section A or listed under the specific disabilities table above items A. i)-ix):

The *Company* will ask the *Medical Consultant*, *Medical Practitioner* or medical specialist who treated the *Insured Person's* injury to assess the degree of their post-*Accident* impairment and disability and explain their assessment. If they are unable or unwilling to do this in a timely manner or if they are unable to provide the *Company* with justifiable evidence to support their assessment, the *Company* will appoint an independent medical specialist to make this assessment. This may require them to examine the *Insured Person* and/or review their medical records and other medical reports and/or refer to medical evaluation guides so that an assessment can be made.

The *Company* may also ask an independent medical specialist to examine the *Insured Person* and/or review their medical records and other medical reports to obtain a second opinion. The *Company* may also ask the *Insured Person's* treating *Medical Consultant*, *Medical Practitioner* or other medical specialist to review and comment on the assessment made by the independent medical specialist the *Company* appoints to reach a joint agreement.

Once the *Company* is in receipt of the assessment(s) it will then calculate a percentage disablement to the nearest *Permanent Disability* item shown on the *Schedule* to arrive at a claim payment amount. The *Insured Person's* occupation or age will not be a relevant factor in assessing the relevant percentage.

b) If the *Insured Person* suffers *Bodily Injury* to a part of the body that is not listed in section A on the *Schedule* under items 2-4a or cannot be assessed by reference to the stated percentages of the Specific Disabilities table above items Ai. ) - ix):

The *Company* will assess the injury as a percentage of the body as a whole and apply this to the amount shown for item 4a of section A. To do this the *Company* will ask the treating *Medical Consultant*, *Medical Practitioner* or medical specialist that treated the *Insured Person's* injury to review the impairment and disability and provide the *Company* with their assessment. If they are unable or unwilling to do this in a timely manner or if they are unable to provide the *Company* with justifiable evidence to support their assessment, the *Company* will appoint an independent medical specialist to make this assessment. This may require them to examine the *Insured Person* and/or review their medical records and other medical reports and/or refer to medical evaluation guides so that an assessment can be made.

The *Company* may also ask an independent medical specialist to examine the *Insured Person* and/or review their medical records and other medical reports to obtain a second opinion. The *Company* may also ask the *Insured Person's* treating *Medical Consultant*, *Medical Practitioner* or medical specialist to review and comment on the assessment made by the independent medical specialist the *Company* appoints to reach a joint agreement.

Once the *Company* is in receipt of the assessment(s) it will then calculate a percentage disablement of the body as a whole and apply this to the amount shown for item 4a to arrive at a claim payment amount. The *Insured Person's* occupation or age will not be a relevant factor in assessing the relevant percentage.

When more than one form of *Disablement* results from one *Accident* the percentages from each will be added together, but the *Company* will not pay more than 100% of the *Sum Insured* under item 4a of section A of the *Schedule* other than for *Permanent Partial Disablement* items C-F which will be payable in addition to the amount payable under item 4a.

Other than as provided for above, if a claim is payable for loss of, or loss of use of a whole part of the body, a claim for any component of that whole part cannot also be made.

## Provisions applicable to section A

1. If an *Insured Person* goes missing during the *Operative Time* and after a suitable period of time it is reasonable for the *Company* to believe that the *Insured Person* has died as a result of *Bodily Injury* during the *Period of Insurance*, the *Company* will pay the *Sum Insured* shown on the *Schedule* to the *Insured* provided that the *Insured* signs an agreement that if it later transpires that the *Insured Person* has not died, any amount paid will be refunded to the *Company*.
2. If an *Insured Person* suffers *Bodily Injury* as a result of exposure to severe weather conditions, an insect or animal bite, unintentional drowning, poisoning or asphyxiation this will be considered to have been caused by an *Accident* under the terms of this policy.
3. Under section A of the *Schedule*, the *Company* will only pay for the *Bodily Injury* an *Insured Person* has suffered if it is directly as a result of the *Accident*. Any existing physical impairment or medical condition an *Insured Person* has before the *Accident* will be taken into consideration in calculating the amount payable on the basis of the difference between their physical impairment or medical condition before and after the *Accident*. The *Company* will ask an *Insured Person's Medical Practitioner* (if suitably qualified) or the *Medical Consultant* that treated them to make these assessments (or an independent *Medical Consultant* or other suitably qualified person if they are unable or unwilling to do so). The assessment will be converted into a percentage and applied to the policy benefit payable.
4. If an *Insured Person* is not a *Business Partner, Director* or *Employee* of the *Insured* then *Permanent Total Disablement* will be defined as "a permanent, total and irrecoverable disablement which totally prevents an *Insured Person* from working in paid employment for which they are suited by way of training, education or employment which in all probability will continue for the remainder of their natural life". No claim will be payable under items 5 and 6 of section A.
5. The *Sum Insured* under item 1 of section A as shown on the *Schedule* for an *Insured Person* who is a *Child* will be limited to €25,000 except where an *Insured Person*, aged between 16 and 18 years of age at the time of sustaining *Bodily Injury*, and is a *Business Partner, Director* or *Employee* of the *Insured*.
6. The amount the *Company* will pay will be reduced to 10% of the *Sum Insured* or €75,000, whichever is less, for items 1-3 of section A shown on the *Schedule* and no claim will be payable for items 4a, 4b, 5 and 6, for any *Insured Person* after expiry of the *Period of Insurance* during which that *Insured Person* reaches age 75.
7. Unless specifically agreed otherwise, the amount the *Company* will pay will be reduced to the *Sum Insured* shown on the *Schedule* or €10,000, whichever is less, for items 1-3 of section A and no claim will be payable for items 4a, 4b, 5 and 6, for *Bodily Injury* as a result of the *Insured Person* flying as a pilot (including ballooning, hang-gliding, paragliding, microlight flying).
8. If an *Insured Person* is not covered under item 1 but is covered under items 2-4b of section A as shown on the *Schedule*, the *Company* will not pay claims under items 2-4b if the *Insured Person* dies during the 13 week period following the date of the *Accident*. If the *Insured Person* is covered under item 1 but the *Sum Insured* is less than that for items 2-4b, the *Company* will only pay item 1 if the *Insured Person* dies in the 13 weeks following the date of the *Accident*.
9. The *Company* will only pay one of the items 1-4b under section A of the *Schedule* in respect of the same loss, and the amount paid will be for the cover item that most closely describes the loss and any payment made under items 5 and 6 of section A will stop when the *Company* pays the full amount due under items 1-4b.
10. Where a period of *Temporary Total Disablement* is less than seven consecutive days the amount the *Company* will pay for each working day will be calculated as a percentage of the *Insured Person's* normal days/hours of work per week in accordance with their contract of employment and applied to the amount specified on the *Schedule*.
11. If the *Company* has extended the policy to include cover for dividends, payments under any of the items 1-5 of section A, they will be treated as being the *Insured Person's Annual Salary* or *Gross Weekly Wage* provided that such dividend payments are paid instead of wages/salary, they are declared and are shown with the *Insured's* accounts and they are consistent and reasonable with the *Insured's* trading position on a continuing basis.
12. The *Company* will not pay a benefit under the extensions to section A for the burns benefit, facial scarring benefit and fracture benefit in addition to a claim under items 1-4b of section A.
13. If a claim or series of claims from one event exceeds the *Scheduled Aircraft Accumulation Limit*, the *Non-Scheduled Aircraft Accumulation Limit* or the *Any One Accident Limit* shown on the *Schedule*, the *Company* will pay either the limit shown on the *Schedule* or reduce each claim made proportionately until the combined total does not exceed the limit shown on the *Schedule*.

## Extensions applicable to section A

### 1. **Burns benefit**

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in *Full Thickness Burns*, the *Company* will pay at the request of the *Insured* the amount specified below dependent on the extent of the injury:

i)	27% or more of the body surface	€10,000
ii)	between 18 - 26% of the body surface	€5,000
iii)	between 9 - 17% of the body surface	€1,500

Up to a maximum payment of €10,000 for all *Full Thickness Burns*. The *Company* will not pay this benefit in addition to extensions 4 - Cosmetic surgery and 8 - Facial scarring benefit.

### 2. **Childcare expenses**

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in a valid claim for item 5 of section A, the *Company* will reimburse the *Insured* at their request the reasonable additional expenses necessarily incurred as a direct result of the *Bodily Injury* for a period of up to 104 weeks from the date of *Bodily Injury* to engage the services of a registered childcare provider subject to a maximum payment in all of €5,000 or until the amount payable for item 5 is no longer payable, whichever is the sooner.

### 3. **Coma benefit**

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in the continuous unconscious state of the *Insured Person*, the *Company* will pay the *Insured* at their request €75 per day (or part day) of continuous unconsciousness, up to a maximum of 730 days. Any claim the *Company* pays under this extension is in addition to any amount paid under extension 12 - Hospitalisation.

### 4. **Cosmetic surgery**

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in a valid claim under items 2, 3 or 4b of section A as shown on the *Schedule* and the *Sum Insured* for those items is more than €50,000, the *Company* will pay at the request of the *Insured* up to €7,500 for the documented costs incurred for cosmetic reconstructive treatment (other than for injury as a result of a surgical procedure) as recommended by the treating *Medical Practitioner*, if incurred within a period of 730 days of the *Accident*. The *Company* will not pay this benefit in addition to extensions 1- Burns benefit and 8 - Facial scarring benefit.

### 5. **Dependant children additional payment**

a) In the event of a *Bodily Injury* being sustained by an *Insured Person* who is a *Director*, *Employee* or *Business Partner* that results in a valid claim under item 1 of section A, at the request of the *Insured* the amount payable will be increased if they have a dependant *Child*. The *Company* will pay as an additional amount the greater of €5,000 or 5% of the *Sum Insured* for item 1 for each dependant *Child*. The additional cumulative amount paid in respect of all dependant *Children* will not exceed 25% of the *Sum Insured* for item 1 as shown on the *Schedule* or €500,000 in all, whichever is the lesser.

b) In the event that an *Insured Person* who is a *Director*, *Employee* or *Business Partner* and their *Partner* suffer a fatal injury in the same *Accident* and leave a dependant *Child*, the *Company* will pay at the request of the *Insured* double the *Sum Insured* for item 1 of section A, subject to a maximum additional cumulative sum payable in all of €500,000. If the *Company* pays a claim under extension 5(b) it will not also pay a claim under 5(a).

### 6. **Domestic help**

In the event of a claim being paid for any of the items 2 to 5 of section A, the *Company* will reimburse the *Insured* at their request up to 5% of the *Sum Insured* for items 2-5, subject to a maximum of €10,000 in all, for in-home domestic services reasonably and necessarily incurred while recovery is in progress, as well as a chauffeur service to and from the *Insured Person's* usual place of work if an *Insured Person* recovers sufficiently to return to work but is medically certified as being unable to drive a vehicle or travel on public transport. Payment will cease when the *Company* pays item 2-4b or stops paying item 5 of section A.

**7. Executor expenses**

In the event of a claim being paid for item 1 of section A death, the *Company* will reimburse the *Insured* at their request up to €1,000 in all for reasonable and necessary administration costs required by the executor to the estate of the *Insured Person* whilst the administration of the estate is being arranged.

**8. Facial scarring benefit**

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in a permanent and visible scar to the *Face*, the *Company* will pay the *Insured* at their request the amount specified below dependant on the extent of injury as determined by a *Medical Practitioner*. A scar to the *Face* that is:

- |   |        |
|---|--------|
| i) 2.5 to 5 centimetres in length or square centimetres in area | €1,500 |
| ii) over 5 centimetres in length or square centimetres in area  | €2,500 |

Up to a maximum payment of €10,000 for all scarring of the *Face*. The *Company* will not pay this benefit in addition to extension 1 - Burns benefit and 4 - Cosmetic surgery.

**9. Fracture benefit**

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in a *Fracture* that does not result in a claim payment under items 3-4b of section A, the *Company* will pay the *Insured* at their request the amount specified below dependent on the *Fracture* sustained. *Fracture* of the:

- |  |        |
|--|--------|
| i) hip or pelvis (excluding coccyx or thigh)   | €1,000 |
| ii) femur or heel  | €500   |
| iii) skull (excluding jaw and nose), lower leg, collar bone, ankle, elbow, upper or lower arm (including the wrist but not a Colles' fracture) | €500   |
| iv) spine (vertebrae but excluding coccyx)   | €1,000 |

Up to a maximum payment of €5,000 for all *Fractures*. The *Company* will pay a *Fracture* benefit only once during the lifetime of the policy if the *Insured Person* is diagnosed with osteoporosis prior to or as a result of the *Accident* that results in a claim under this policy.

**10. Funeral expenses**

In the event of a claim being paid for item 1 of section A death, the *Company* will pay the *Insured* at their request the reasonable and necessary funeral expenses incurred up to a maximum of €5,000 any one *Insured Person* and subject to the total amount payable under both section A and section B1.2 not exceeding €10,000 in all. Funeral expenses do not include refreshments following the funeral service, death notices or obituaries. If death occurs whilst on a *Trip*, Lifeline Plus Assistance can arrange the transportation of the *Insured Person's* body to their *Permanent Country of Residence* or the local funeral/cremation. Please refer to section B1.3 for contact details.

**11. Home and workplace alteration expenses**

**a) Home alteration**

In the event of a claim being paid for item 4a of section A and this is as a result of *Paraplegia* or *Quadriplegia* following *Bodily Injury*, the *Company* will reimburse the *Insured* at their request and with the *Company's* prior written consent 80% of the costs for the reasonable expenses necessarily incurred to adapt the *Insured Person's* usual home to cater for the physical changes necessarily required in living with the permanent disablement.

**b) Workplace alteration**

In the event of a claim being paid for items 2, 3 or 4a of section A, the *Company* will reimburse the *Insured* with its prior written consent for the reasonable expenses necessarily incurred to make reasonable adjustments in adapting the *Insured Person's* normal place of business/work to cater for the physical changes necessarily required in living with the permanent disablement.

Up to a maximum payment in all for both items 11(a) and (b) of €20,000.

**12. Hospitalisation benefit**

The *Company* will pay the *Insured* at their request €75 per day (or part day) up to a maximum of 365 days in the event of the *Insured Person* being admitted to a *Hospital* as an *Inpatient* as a result of *Bodily Injury*. The amount the *Company* will pay will be increased to €150 per day (or

part day) on public or bank holidays. Any claim the *Company* pays under this extension will be in addition to any amount paid under extension 3 - Coma benefit.

**13. Independent financial advice**

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in a claim for item 1 or item 4a of section A, the *Company* will pay the *Insured* at their request up to €2,000 for the fees charged by an Independent Financial Consultant who is authorised and regulated by the Financial Conduct Authority, to provide the *Insured Person's* legal representatives with professional financial advice.

**14. Kidnap of an insured person**

If an *Insured Person* is the victim of hijack or kidnap during the *Operative Time* and *Period of Insurance*, the *Company* agrees at the request of the *Insured* to extend the cover provided under section A of the policy for a period of twelve months from the date of the hijack or kidnap or until the *Insured Person* has returned to the Republic of Ireland or their *Permanent Country of Residence*, whichever occurs first.

**15. Lifesaver**

If an individual (who is not an *Insured Person* or a member of the emergency services) sustains *Bodily Injury* whilst trying to save the life of an *Insured Person* that results in the death or *Permanent Total Disablement* of that person, the *Company* will pay at the request of the *Insured* €25,000 to this person (or to their legal representatives in the event of their death) up to a maximum payment of €100,000 for all persons.

**16. Loss of personal property following bodily injury**

Where an unprovoked assault results in the *Insured Person* sustaining *Bodily Injury* and also results in loss of or damage to the *Insured Person's Personal Belongings*, or where the *Insured Person* is hospitalised as a result of *Bodily Injury* and the *Insured Person's Personal Belongings* are lost by the hospital or ambulance, the *Company* will reimburse the *Insured* at their request up to €1,500 in all for the replacement or repair of the *Personal Belongings*.

**17. Partner and children paraplegia and quadriplegia**

Cover is automatically extended under each category of *Insured Person* shown on the *Schedule* to include *Partners* and *Children* provided an *Insured Person* shown on the *Schedule* is a *Business Partner, Director* or *Employee* of the *Insured*. The *Operative Time* and cover are:

<i>Operative Time:</i>	<i>OP1 – 24 Hours a Day Worldwide Cover</i>	
<i>Cover for:</i>	<i>Paraplegia:</i>	<i>Sum Insured</i> € 30,000
	<i>Quadriplegia:</i>	<i>Sum Insured</i> €120,000

In the event of *Paraplegia* or *Quadriplegia* of the *Partner* or *Child*, the *Company* will pay at the request of the *Insured* the *Sum Insured* specified.

**18. Post-traumatic stress disorder – terrorism**

If during the *Operative Time* an *Insured Person* directly witnesses an act of *Terrorism* whilst travelling on a publicly licensed conveyance and, without sustaining physical injury, suffers Post-Traumatic Stress Disorder (diagnosed by a suitably qualified *Medical Consultant*) which, within 6 months of witnessing such act, results in their *Temporary Total Disablement*, the *Company* will pay the *Insured* at their request 50% of the amount payable for item 5 up to a maximum payment of €300 per week and for a maximum period of 16 weeks or the period of *Temporary Total Disablement*, whichever is the lesser. This extension is only applicable where a *Sum Insured* is shown on the *Schedule* under item 5 of section A that covers the *Insured Person*.

**19. Prosthesis cover**

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in a valid claim for item 2 or item 3a of section A as shown on the *Schedule* and the *Sum Insured* for those items is more than €50,000, the *Company* will pay the *Insured* at their request up to a maximum of €10,000 in all for the costs of providing a prosthesis recommended by the treating *Medical Practitioner* for the lost limb(s).

**20. Psychological Assistance**

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in a valid claim for item 4a or 4b of section A for more than 50% of the *Sum Insured* shown on the *Schedule*, the *Company* will pay the *Insured* at their request up to €5,000 in all for the cost of professional

psychological counselling treatment for the *Bodily Injury* provided that such treatment is started within 12 months of the date of the *Accident* and it is prescribed by the treating *Medical Practitioner*. Lifeline Plus Assistance can help in finding a suitable counselling provider. Please refer to section B1.3 for contact details.

21. **Recruitment costs**

a) **following death or permanent total disablement**

In the event of a valid claim for item 1 or item 4a of section A as a result of the *Bodily Injury* of a *Business Partner, Director or Employee*, the *Company* will reimburse the *Insured* at their request for the reasonable, necessary and documented recruitment costs incurred in engaging a replacement *Insured Person* up to a maximum of €10,000 in all. The *Company* will not pay this extension in addition to extension 22a - Retraining expenses employee or employee's partner.

b) **following suicide**

In the event of death of a *Business Partner, Director or Employee* of the *Insured* as a result of suicide or attempted suicide, the *Company* will reimburse the *Insured* at their request for the reasonable, necessary and documented recruitment costs incurred in engaging a replacement *Insured Person* up to a maximum of €15,000 in all.

22. **Retraining expenses – employee or employee's partner**

a) **employee**

In the event of a claim being paid for items 2, 3a, 3b or 4a of section A, the *Company* will reimburse the *Insured* at their request for the reasonable and necessary expenses incurred in retraining the *Business Partner, Director or Employee*, for an alternative occupation. The *Company* will not pay this extension in addition to extension 21a - Recruitment costs following death or permanent total disablement.

b) **the employee's partner**

In the event of a claim being paid for item 4a, for a *Business Partner, Director or Employee*, the *Company* will pay at the request of the *Insured* the reasonable expenses incurred in training or retraining the *Insured Person's Partner* for gainful employment or to improve their employment prospects or to enable them to improve the quality of care they can provide for the *Insured Person*.

Up to a maximum payment in all for both 22(a) and (b) of €15,000.

23. **Temporary personnel replacement expenses**

In the event of a claim being paid for item 1 or item 4a of section A for a *Business Partner, Consultant, Director or Employee*, the *Company* will reimburse the *Insured* at their request up to €2,500 for the reasonable costs incurred in the 3 month period directly following *Bodily Injury* in the employment of a person on a temporary basis to directly replace the *Business Partner, Consultant, Director or Employee*, provided that such employment is arranged through a registered recruitment company. Cover will end when the *Company* pays item 1 or item 4a of section A or on the 90th calendar day after the *Accident*, whichever is the sooner.

24. **Visiting expenses**

In the event that an *Insured Person* is admitted to a *Hospital* as an *Inpatient* due to an *Accident* and the *Hospital* is more than 10 miles (16 kilometres) from their normal place of residence in the Republic of Ireland or their *Permanent Country of Residence*, the *Company* will pay at the request of the *Insured* the cost of transporting any person to visit the *Insured Person*, up to a maximum payment in all of €2,500. This is payable in addition to any other claimable expense under section B of this policy.

25. **Visitor cover**

In the event that a third party visits a premises owned by or leased to the *Insured* in a business capacity (other than a person who has been contracted by the *Insured* to work on the premises itself) and sustains *Bodily Injury* which would, had the visitor been an *Employee*, result in a valid claim under items 1 to 3a of section A, the *Company* will pay €30,000 to the *Insured* at their request, subject to a maximum payment of €250,000. No additional cover for visitors is provided under the other extensions to section A other than for visiting expenses.

## Section B - Travel

Please check the policy schedule to determine if cover under this section (and sub-sections) is operative.

### Section B1.1 - Medical and other Emergency Travel Expenses

If an *Insured Person* is injured or suffers illness during the *Period of Insurance* and *Operative Time*, the *Company* will pay directly or reimburse the *Insured* for any *Medical Expenses* and *Emergency Travel Expenses* reasonably and necessarily incurred as a direct result of the injury or illness, for up to two years from the date of injury or first diagnosis of illness up to the *Sum Insured* on the *Schedule*.

#### Additional definitions applicable to section B1.1

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

##### **Emergency Travel Expenses**

The reasonable additional transport and accommodation expenses and telephone charges (less any possible refund received or saving made) incurred by the *Insured*, an *Insured Person* for a person who needs to travel to, remain with, or escort an *Insured Person*.

##### **Medical Expenses**

The reasonable and necessary costs incurred outside the Republic of Ireland, or outside an *Insured Person's Permanent Country of Residence*, for medical, surgical or other remedial attention or treatment given or prescribed by a *Medical Practitioner* and all Hospital, nursing home and ambulance charges. Medical expenses include optical and pregnancy/childbirth expenses and dental expenses if incurred as a result of an emergency or if they are the result of *Bodily Injury*.

#### Additional condition applicable to section B1.1

The *Insured* or an *Insured Person* must contact Lifeline Plus Assistance as soon as possible in respect of injury or illness that results in the need for inpatient hospital treatment.

Emergency Helpline: **+44 (0)1273 747 625 (24 Hour)**

#### Extensions applicable to section B1.1

1. **Family visit**

In the event of the hospitalisation of an *Insured Person* of more than 5 days as a result of serious injury or illness (as determined by the treating *Medical Practitioner*), the *Company* will pay for the reasonable additional transport and accommodation expenses incurred by the *Insured Person's Partner* and up to three dependant *Children* or two other persons who are the *Insured Person's* immediate relatives to visit the *Insured Person*. Cover will also be provided under section B for the same benefits as the *Insured Person*. In the event that only the *Insured Person's Partner* travels, the *Company* will pay for the necessary additional cost incurred to engage the services of a registered childcare provider for their dependant *Children* during the period of the visit.

2. **Home country ongoing medical treatment**

In the event of a valid claim under this section, the *Company* shall pay the costs of *Hospital* medical charges or emergency dental treatment charges necessarily incurred within the three months immediately following the date of return to the Republic of Ireland or the *Insured Person's Permanent Country of Residence*, up to a maximum payment of €50,000 in all.

3. **Hospitalisation benefit**

The *Company* will pay €75 per day (or part day) up to a maximum of 365 days in the event of an *Insured Person* being admitted to a hospital as an inpatient as a result of injury or illness. The amount payable will be increased to €150 per day (or part day) on public or bank holidays.

4. **Hotel convalescence**

If the *Company* has paid item 3 - hospitalisation benefit above the *Company* will also pay €75 per day up to a maximum of 60 days for each day that the *Insured Person* is advised by the treating *Medical Practitioner* to remain in their hotel after being discharged from hospital.

5. **Petcare**

In the event that an *Insured Person* is hospitalised as an inpatient and this results in a delayed return for more than 24 consecutive hours at the end of the original pre-booked *Trip*, the *Company* will pay at the specific request of the *Insured* up to €300 for the additional costs necessarily incurred by the *Insured Person* for additional domestic cattery or kennel fees for pets owned by the *Insured Person*.

6. **Search and Rescue expenses**

If during the *Period of Insurance* whilst on a *Trip* outside the Republic of Ireland or *Permanent Country of Residence* an *Insured Person* is reported as missing and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where:

- a. it is known or believed that the *Insured Person* may have suffered injury or illness; or
- b. local weather or safety conditions are such that it becomes necessary to do so in order to prevent the *Insured Person* from sustaining injury or suffering illness

the *Company* will reimburse the *Insured* for up to €50,000 for any one *Insured Person* and any one *Event* in respect of the necessary and reasonable costs incurred by Lifeline Plus Assistance and/or levied by recognised rescue, coastguard, police authority or other authority with specific responsibility in searching for such *Insured Person* and for bringing them to a place of safety.

**Specific conditions applicable to search and rescue extension**

- a. The *Insured* and *Insured Persons* must comply at all times with local safety advice and adhere to recommendations prevalent at the time of the *Trip* or the excursion/activity whilst on a *Trip*.
- b. *Insured Persons* must not knowingly endanger either their own life or the life of any other *Insured Persons* or engage in activities where their experience or skill levels fall below those reasonably required for them to participate in such activities.
- c. Lifeline Plus Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
- d. Where it is reasonable and practical to do so, the *Insured* and/or *Insured Person* must make arrangements for search and rescue only with the involvement and/or agreement of Lifeline Plus Assistance.
- e. The *Company* will only pay the *Insured Person's* proportion of any search and rescue operation.
- f. The *Company* will only pay up to the point where the *Insured Person* is recovered by search and rescue operation or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
- g. A written statement from the rescue authorities involved in the search and/or rescue must be obtained and provided to the *Company* in the event of a claim.

7. **Republic of Ireland emergency dental expenses**

The *Company* will pay up to €500 for unforeseeable emergency dental expenses incurred for the relief of pain incurred in the Republic of Ireland provided that the *Insured Person* was on a *Business Trip* involving travel of more than 100 miles (160 kilometres) from their normal place of residence, the *Business Trip* is more than 3 consecutive days and the *Trip* involved an overnight stay or air flight. Lifeline Plus Assistance can help in locating a private dental practice and issue payment guarantees to the dental practice, if required. Please call the emergency helpline above to access this service.

8. **Republic of Ireland medical expenses**

Cover is extended to include charges for *Medical Expenses* made by the Republic of Ireland Health Service Executive for *Insured Persons* specified on the *Schedule* whose *Permanent Country of Residence* is not the Republic of Ireland that suffer injury or illness whilst travelling to the Republic of Ireland on a *Business Trip* (but not including commuting to or from normal place of work). No amount will be paid for a claim that is recoverable under a more specific medical insurance policy or medical insurance program that covers the *Insured Person*.

## Exclusions applicable to section B1.1

This section of the policy does not cover any claim:

1. where an *Insured Person* is travelling against the advice of a *Medical Practitioner*;
2. where the purpose of the *Trip* is to receive medical treatment or advice;
3. as a result of the use by an *Insured Person* of non-prescribed drug or drugs which cannot be legally obtained from a pharmacy;
4. as a result of suicide, attempted suicide or self-inflicted injury.

## Section B1.2 - Repatriation Expenses

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If an *Insured Person* is injured or suffers illness during the *Period of Insurance* and *Operative Time*, the *Company* will pay directly or reimburse the *Insured* (for any *Repatriation Expenses* reasonably and necessarily incurred as a direct result of the injury or illness, for up to two years from the date of injury or first diagnosis of illness up to the *Sum Insured* on the *Schedule*).

### Additional definition applicable to section B1.2

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

#### **Repatriation Expenses**

The cost of transportation of the *Insured Person* by any suitable means (including medical transport) to an appropriate medical facility or to an *Insured Person's* home in the Republic of Ireland or *Permanent Country of Residence* as recommended by the *Company's* appointed medical advisor in conjunction with the local attending or treating *Medical Practitioner*.

### Additional condition applicable to section B1.2

The *Insured* or *Insured Person* must contact Lifeline Plus Assistance as soon as possible if injury or illness results in the need for inpatient hospital treatment or the possible need for repatriation otherwise the costs may not be reimbursed.

Emergency Helpline: **+44 (0)1273 747 625 (24 Hour)**

### Additional extension applicable to section B1.2

In the event of the death of an *Insured Person* whilst on a *Trip*, the *Company* will pay the reasonable funeral expenses, the reasonable additional costs to repatriate the *Insured Person's* remains and personal effects to the Republic of Ireland or the *Insured Person's Permanent Country of Residence* plus the additional travel and accommodation costs of the *Insured Person's* travelling companions to accompany the remains on return to the Republic of Ireland or the *Insured Person's Permanent Country of Residence* up to a maximum total of €10,000 in all. Lifeline Plus Assistance can arrange the funeral/cremation and transportation of the *Insured Person's* body.

### Exclusions applicable to section B1.2

This section of the policy does not cover any claim:

1. where the *Insured Person* is travelling against the advice of a *Medical Practitioner*;
2. where the purpose of the *Trip* is to receive medical treatment or advice;
3. as a result of the use by the *Insured Person* of non-prescribed drugs which cannot be legally obtained from a pharmacy;
4. as a result of suicide, attempted suicide or self-inflicted injury other than where costs are incurred in transporting the body back to the Republic of Ireland or the *Insured Person's Permanent Country of Residence*.

## Section B1.3 - My Lifeline Assistance

The network of Lifeline Plus Assistance offices are available 24 hours a day, 365 days in the year. If assistance is required at any time please call the telephone helpline on:

**Telephone: +44 (0)1273 747 625 (24 Hour)**

### Using Lifeline Plus Assistance

When Lifeline Plus Assistance is contacted for assistance, the following information should be provided:

- 1) The *Insured Person's* name and Lifeline Plus Assistance card number;
- 2) The telephone number on which the *Insured Person* can be reached;
- 3) The nature of the assistance;
- 4) The name of the *Insured Person's* employer, company or organisation.

### The medical assistance services include:

- 1) **24 hour service** - 24 hours a day, 365 days a year by multi-lingual assistance coordinators, experienced in the procedures of hospitals and clinics worldwide.
- 2) **Medical Expertise** - On hand at any time to ensure that the most appropriate medical treatment is provided, or give medical advice.
- 3) **Local Hospital Payment** - Arranging for hospitals and clinics to bill the *Company* directly where appropriate.
- 4) **Air Ambulance** - Emergency repatriation including use of air ambulance or scheduled airline depending on the circumstances of the case and if necessary, with a fully equipped medical team in attendance. On return, suitable transportation will take an *Insured Person* to hospital or home address whenever necessary.

**Medical assistance is only one aspect of the service. Lifeline Plus Assistance also provides travel advice both before and during the trip and non travel related assistance including:**

- 1) **Pre-Travel Advice** - Helpful and relevant information to the traveller providing valuable help in preparation for the journey, including currency and banking regulations, visa details, health requirements and reciprocal agreements.
- 2) **SMS or Email Travel Alerts** - Regular alerts sent directly to *Insured Persons'* mobile phones or by email enabling them to stay ahead of changing political situations or severe weather conditions which might otherwise disrupt important travel.
- 3) **Concierge Service** - A pre-travel concierge service is available enabling an *Insured Person* to plan ahead for travel, entertainment, dining and shopping. Advice is provided on an impartial basis.
- 4) **Medical Referral** - To a suitable hospital, clinic or dentist for treatment.
- 5) **Legal Referral** - To an embassy, consulate or other source if legal consultation is needed, including an English speaking lawyer.
- 6) **Emergency Medical Supplies** - To help locate and send drugs, blood or medical equipment if unavailable locally.
- 7) **Emergency Message Relay** - To pass on messages to family and business associates in an emergency.
- 8) **Emergency Travel Service** - Provides a complete emergency travel service in liaison with an *Insured Person's Medical Practitioner*, hospital or relatives to make all arrangements for people to visit an *Insured Person* who is hospitalised or ill abroad, including any receipted travel, accommodation, guide, interpreter, taxi, telephone and childcare expenses incurred on the recommendation of the Lifeline Plus Assistance medical officers and within the constraints of the policy. Anyone who is required to travel abroad to visit an ill or hospitalised *Insured Person* will be insured under section B - Travel.
- 9) **Lost Ticket & Baggage Location** - To help with replacement of lost or stolen tickets, passport or travel documents and help with locating lost baggage. If required Lifeline Plus Assistance will help locate and dispatch contact lenses and glasses.
- 10) **Emergency Cash Advance** - To help with replacement of cash that has been lost or stolen overseas and advice on cancellation of lost or stolen financial cards or traveller's cheques. Any cash amount which is replaced will be deducted from any subsequent valid claim made under section B3 - Money or must otherwise be reimbursed to the *Company*.
- 11) **Port/Airport Assistance** - To liaise with carrier and advise if an *Insured Person* has been delayed

on the way to departure point and if necessary make onward travel arrangements.

**12) Funeral arrangements** - Organising the repatriation of human remains and arranging the necessary import/export documents.

**13) Replacement travel documents** - assistance in arranging replacement passports and visas if lost or stolen whilst on a *Trip* plus travel and accommodation alterations in connection with a claim under section B2 - Personal Property.

**14) Lost Keys** - assistance in sourcing tradesman in connection with a claim under section B2 - Personal Property, however the *Company* will not arrange for the work to be carried out.

**15) Security Awareness Training** - Access to an e-learning security and situation awareness program that can help the *Insured* to comply with their duty of care to *Insured Persons* who travel on business. It provides practical advice about personal security, preparation and arrival, travel health risks, getting around, street crime, robbery, kidnapping, terrorism and unrest and provides a verifiable audit trail that allows the *Insured* to benchmark awareness levels.

**16) Counselling** - help in finding a suitable counselling provider in connection with a claim under section A - extension 20 - Psychological Assistance.

**17) Other non insured services** - (These services are available at the *Insured's/Insured Person's* own expense) -The provision of interpreters at business meetings or the translation of documents and forwarding essential business documents and urgent messages.

**Web Information**

**Service via:**

[www.mylifeline.ie](http://www.mylifeline.ie)

Valuable medical, travel advice and safety information including advice on changing security situations can be obtained about travel destinations via Country reports.

Personal medical details can be recorded before travelling for faster reference in a medical emergency and important documents such as passport, travel tickets and driving license can be securely uploaded to the site to provide easy access in the event of loss.

**To access these internet services please register on the website. The insured's policy number is also required.**

## Section B1.4 - Legal Expenses

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The *Company* will reimburse the *Insured* up to the *Sum Insured* on the *Schedule* for *Legal Expenses* incurred by or on behalf of an *Insured Person* in pursuit of a claim for damages or compensation against a third party who has caused physical injury to, or death or illness of, that *Insured Person* from an incident occurring during the *Period of Insurance* and *Operative Time*.

### Additional definitions applicable to section B1.4

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

#### **Legal Expenses**

- a) The reasonable costs in obtaining the opinion of the *Legal Representative* upon the merits of pursuing a claim for damages or compensation prior to the commencement of any legal proceedings against the third party who has caused the *Bodily Injury*, death or illness of an *Insured Person*;
- b) Any costs, fees, expenses and other amounts reasonably incurred by the *Legal Representative* in connection with any claim or legal proceedings, including costs and expenses of expert witnesses as well as those incurred by the *Company* on behalf of an *Insured Person* in connection with any such claim or legal proceedings;
- c) Any costs payable by an *Insured Person* following an award of costs by any court or tribunal and any costs payable following an out-of-court settlement made in connection with any claim or legal proceedings;
- d) Any fees, expenses and other amounts reasonably incurred by the *Legal Representative* in appealing or resisting an appeal against the judgment of a court tribunal or arbitrator.

#### **Legal Representative**

A *Preferred Law Firm*, solicitor, firm of solicitors, law firm or any appropriately qualified person, firm or company, appointed by the *Company* to act for the *Insured* in respect of an *Insured Person* in accordance with the terms of this sub section of the policy.

#### **Preferred Law Firm**

A law firm or barristers' chambers the *Company* chooses to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the claim and they should comply with the *Company's* agreed service standard levels.

### Additional conditions applicable to section B1.4

1. The *Company's* consent to pay *Legal Expenses* must firstly be obtained in writing before they are incurred. The *Company's* decision to grant to the commencement of legal proceedings will take into account the opinion of:
  - a) the *Legal Representative*, and
  - b) the *Company's* own *Preferred Law Firm* which may include an opinion from counsel upon the merits of the claim.
2. Consent will be given if:
  - a) the collective legal opinion of the *Legal Representative* and the *Company's* own *Preferred Law Firm* is that there is a reasonable prospect of success (more than 50%) for pursuing the legal proceedings; and
  - b) the cost in pursuing a claim is likely to be less than the amount of damages or compensation that the *Insured Person* is likely to receive; and
  - c) it is reasonable for *Legal Expenses* to be paid by the *Company*.
3. If the opinion of the *Legal Representative* and the *Company's* legal advisers differ, the *Company* may at its own cost obtain an opinion from a qualified barrister to be mutually selected, or if agreement upon selection cannot be reached, to be chosen by the President of the Law Society. This opinion will determine whether the *Company* gives its consent to the commencement of legal proceedings.
4. If the *Company* does not give its consent, then the *Company* will only pay for the reasonable costs in obtaining the initial opinion of the *Legal Representative* upon the merits of pursuing a claim for damages or compensation.
5. All claims including any appeal against a judgment resulting from the same original cause, event, or circumstances, will be regarded as one claim.

6. If following any successful claim or legal proceedings an award of costs is made in favour of the *Insured Person* or those acting on behalf of the *Insured Person*, any *Legal Expenses* paid by the *Company* will be reimbursed by the *Insured Person* or those acting on behalf of the *Insured Person* to the *Company* from the full amount of such costs awarded.
7. If the legal opinion (which determines whether the *Company* gives its consent to the commencement of legal proceedings) is that there is a reasonable prospect of success but the cost of pursuing a claim is likely to be more than the amount of damages or compensation that the *Insured Person* is likely to receive, the maximum the *Company* will pay is the anticipated amount of damages or compensation or the *Sum Insured* stated on the *Schedule*, whichever is the lesser amount.
8. The *Insured* must consent for an *Insured Person* to make a claim under this section.
9. For *Legal Expenses*, the *Company* will not pay more than that it would have paid to a *Preferred Law Firm*.

### Extensions applicable to section B1.4

1. **Bail bond**  
In the event that an *Insured Person* is placed or is threatened to be placed in detention by a government or local civil authority whilst on a *Trip*, at the request of the *Insured* only, the *Company* will provide up to €50,000 for a bail bond. The *Insured* must repay the amount loaned by the *Company* within 3 months of the date of payment, or immediately upon repayment by the local authorities or if the bail bond is forfeited by failure of the *Insured Person* to appear in court. The *Company* will require a satisfactory financial guarantee from the *Insured* to repay it. This extension will not be provided if the bail bond is obtainable under another insurance program. To access this service the *Insured* must contact Lifeline Plus Assistance. Please refer to section B1.3 for contact details.
2. **Court attendance**  
In the event that a court requires an *Insured Person* to attend in connection with an event that has resulted in a valid claim under this section of the policy during the *Period of Insurance*, the *Company* will reimburse the *Insured* up to €1,000 for additional travel and accommodation expenses reasonably and necessarily incurred to attend the court.
3. **Legal detention**  
In the event that an *Insured Person* is placed or is threatened to be placed in detention by a government or local civil authority whilst on a *Trip*, the *Company* will at the request of the *Insured* pay the costs for a local legal representative to defend the *Insured Person* up to a maximum of €5,000. Lifeline Plus Assistance can help in sourcing the legal representative. Please refer to section B1.3 for contact details.

### Exclusions applicable to section B1.4

This section of the policy does not cover any claim for:

1. *Legal Expenses* incurred in the defending of any civil claim or legal proceedings made or brought against the *Insured Person*;
2. fines or other penalties imposed by a court of criminal jurisdiction;
3. *Legal Expenses* incurred in connection with any criminal act deliberately or intentionally committed by the *Insured Person*;
4. *Legal Expenses* incurred in pursuing any claim against any travel agent, tour operator, insurer or their agents;
5. any claim or circumstance notified more than two years after the incident from which the cause of action arose or where the *Insured* or *Insured Person* has failed to notify the *Company* of the incident giving rise to a claim within a reasonable time and the *Company* believes this failure has prejudiced its position;
6. *Legal Expenses* incurred by an *Insured Person* making a claim against the *Insured*, the *Company* or any organisation or person involved in arranging this policy;
7. *Legal Expenses* incurred before the *Company* has given its consent;

## Section B1.5 - Personal Liability

The *Company* will reimburse the *Insured* up to the *Sum Insured* on the *Schedule* for any legal liability to pay damages incurred by the *Insured Person* whilst on a *Trip* during the *Period of Insurance* and *Operative Time* as the result of:

- a) bodily injury, sickness or disease of any person, and/or
- b) accidental loss or damage to the property of any person.

In addition the *Company* will pay all costs and expenses incurred with its written consent in connection with the defence of any claims against an *Insured Person* that are covered under this section of the policy.

### Additional provisions applicable to section B1.5

1. No admission of liability, offer, promise or payment must be made without the *Company's* written consent.
2. The *Company* will, if the *Company* considers it necessary, take over and conduct the defence or settlement of any claim against the *Insured Person* and for that purpose can use the *Insured Person's* name. The *Company* can conduct the defence however it sees fit. In the course of conducting the defence the *Company* can pursue, at its own expense and for its own benefit, any claim against any other person(s).
3. The *Insured* and *Insured Person* must give the *Company* full assistance in defending or prosecuting any claim and will provide the *Company* with any information and documents available.

### Extension applicable to section B1.5

#### **Court attendance**

In the event that a court requires an *Insured Person* to attend in connection with an event that has resulted in a valid claim under this section of the policy during the *Period of Insurance*, the *Company* will reimburse the *Insured* (or pay the *Insured Person* at the *Insured's* request) up to €1,000 for additional travel and accommodation expenses reasonably and necessarily incurred to attend the court.

### Exclusions applicable to section B1.5

This section of the policy does not cover any liability which is the result of:

1. *Bodily Injury* to, or sickness or disease of, any person who is under a contract of employment, service or apprenticeship with the *Insured* or the *Insured Person* when injury results from their employment by the *Insured* or the *Insured Person*;
2. *Bodily Injury* to, or sickness or disease of a travelling companion of the *Insured Person* on the same trip or journey;
3. liability arising directly or indirectly, by or through, or in connection with, any mechanically or electrically propelled vehicle, aircraft hovercraft or watercraft;
4. liability arising directly or indirectly, by or through, or in connection with:
  - a) the ownership, possession or occupation of land, or buildings, immobile property or caravans other than occupying a temporary residence;
  - b) any wilful, malicious or criminal act;
  - c) the carrying on of any trade, business or profession;
  - d) racing;
  - e) through the use of firearms (other than sporting guns being used for sport);
5. accidental loss or damage to property belonging to, held in trust by, or in the custody or control of the *Insured* or an *Insured Person* or any of their employees including *Domestic Staff* or any member of the *Insured Person's* family or household;
6. liability attaching to the *Insured* or an *Insured Person* under an express term of any contract, unless liability would have attached to the *Insured* or *Insured Person* irrespective of the express term;
7. liability for which payment should be more specifically claimed under any other insurance policy in the name of the *Insured* or the *Insured Person*;

8. any claim where the *Insured Person* is suffering from a psychological condition or which results from an *Insured Person* being under the influence of or affected by drugs (other than drugs taken under the direction of a medical practitioner) or solvents;
9. any claim resulting from sexually transmitted diseases.

## Section B2 - Personal Property

The *Company* will reimburse the *Insured* the amount paid by the *Insured* to an *Insured Person* (or pay the *Insured Person* at the *Insured's* request) for the cost of replacement or repair up to the *Sum Insured* on the *Schedule* if an *Insured Person* loses, has stolen or accidentally damages *Personal Property* or *Business Equipment* during the *Period of Insurance* and *Operative Time*. For *Business Equipment*, the *Company* will only pay the *Insured*.

### Additional definitions applicable to section B2

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

#### **Business Equipment**

Any property (other than money, vehicles, vehicle parts or accessories) required for the *Insured Person* to undertake their duties for the *Insured* that are the property of the *Insured* and for which the *Insured Person* is responsible that are taken on or obtained during the *Business Trip*.

#### **Personal Property**

Property owned by or in the custody or control of an *Insured Person* taken on or purchased during the *Trip* other than money, vehicles, vehicle parts, vehicle accessories or *Business Equipment*.

### Provisions applicable to section B2

1. The *Company* will not pay more than €3,000 for any item unless the *Insured* or the *Insured Person* bears the first 25% of any amount in excess of €3,000, up to the replacement value of the item or the *Sum Insured*, if less.
2. The *Company* will not pay more than €500 for vehicle keys.

### Extensions applicable to section B2

1. **Lost keys**  
If an *Insured Person* loses or has stolen the keys to their main home or motor vehicle in the Republic of Ireland or their *Permanent Country of Residence*, whilst on a *Trip*, the *Company* will pay for the cost of replacement keys or the cost (parts and labour) of replacing the lock(s) up to a maximum of €1,000. Lifeline Plus Assistance can help in sourcing tradesman, however the *Company* will not arrange for the work to be carried out. Please refer to section B1.3 for contact details.
2. **Replacement travel documents**  
If the *Insured Person* loses, has stolen or damages their passport, visa, travel tickets or other essential travel documents whilst on a *Trip*, the *Company* will pay the *Insured* or an *Insured Person* up to €2,000 for the reasonable and necessary additional travel and accommodation and the costs of replacing the lost or damaged items. Lifeline Plus Assistance can help with replacement passports and visas plus travel and accommodation alterations. Please refer to section B1.3 for contact details.
3. **Temporary loss of personal property**  
If the *Insured Person's Personal Property* is temporarily lost for more than four hours during the outward or onward journeys of the *Trip*, the *Company* will pay up to €3,000 towards the cost of buying essential and reasonable replacement items. If the *Personal Property* which has been temporarily lost becomes permanently lost and this results in a claim, the *Company* will deduct the amount already paid for temporary loss from the payment.

### Exclusions applicable to section B2

This section of the policy does not cover any claim for:

1. any loss due to chipping, scratching or breakage of glass, china or other fragile articles, unless due to fire, theft or accident to the transport in which they were being carried;

2. loss or damage due to:
  - a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration,
  - b) mechanical or electrical failure or breakdown;
  - c) any process of cleaning, dying, restoring, repairing or alteration;
3. loss of *Money* (as defined under section B3), bonds, negotiable instruments and securities of any kind;
4. loss or damage caused by delay, detention or confiscation by order of any government or public authority;
5. loss of or damage to *Personal Property* sent as freight or under an airway-bill or bill of lading.

## Section B3 - Personal Money

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The *Company* will reimburse the *Insured* for the amount paid by the *Insured* to an *Insured Person* (or pay the *Insured Person* at the *Insured's* request) for the physical loss or theft of *Money* up to the *Sum Insured* on the *Schedule* which occurs during the *Period of Insurance* and *Operative Time*. The *Company* will also pay for the financial loss suffered as the result of fraudulent use of credit, debit or charge cards or mobile phone.

### Additional definition applicable to section B3

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

#### **Money**

Coins, bank or currency notes, banker's drafts, bills of exchange, letters of credit, luncheon vouchers, credit, debit or charge cards, phone cards, postal or money orders, traveller's cheques, travel tickets, petrol or other coupons with a monetary value, or credit vouchers which belong to or are in the custody and control of the *Insured Person* and are intended for travel, meals, accommodation and personal expenditure only.

### Provisions applicable to section B3

1. The *Company* will not pay more than €3,000 for cash unless the *Insured* or the *Insured Person* bears the first 25% of any amount in excess of €3,000.
2. The *Company* will pay for the loss or theft of a credit card, charge card or cash card which results in fraudulent use, if the *Insured Person* has complied with all the terms and conditions under which the card was issued.

### Extension applicable to section B3

Foreign currency and traveller's cheques purchased for a *Trip* are covered from the time of collection or 120 hours prior to departure on the *Trip*, whichever occurs last and up to 120 hours after completion of a *Trip* or until deposited or cashed, whichever happens first.

### Exclusion applicable to section B3

This section of the policy does not cover any claim for shortages of *Money* due to confiscation or detention by Customs or other officials, error, omission, depreciation in value.

## Section B4.1 - Cancellation, Curtailment, Rearrangement, Replacement, Missed Departure & Travel Delay

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The *Company* will reimburse the *Insured* up to the *Sum Insured* on the *Schedule* for this section if a *Trip* during the *Operative Time* and *Period of Insurance* is cancelled, curtailed, rearranged, is altered or disrupted as specified below as a direct result of any cause outside the *Insured's* or *Insured Person's* control, unless the cause is a *Natural Catastrophe*, in which case the terms of the cover under section B4.2 will apply.

### Cancellation or Curtailment

Where the *Trip* has to be cancelled prior to departure or cut short following departure the *Company* will pay the cost of irrecoverable deposits and advanced payments for transport and accommodation costs which have been paid or will be payable, or become payable under contract, or cannot be recovered elsewhere.

### Rearrangement

When pre-booked travel arrangements in connection with a *Trip* have to be altered, including *Missed Departure* and *Missed International Connection*, the *Company* will pay for the additional costs of travel and accommodation that are reasonably and necessarily incurred to enable the *Insured Person* to continue the *Trip* or return to the Republic of Ireland or *Permanent Country of Residence*.

### Replacement

Where a *Trip* has to be cut short, the *Company* will pay for the additional costs necessarily incurred for travel and accommodation up to the *Sum Insured* shown on the *Schedule* less any amount recoverable elsewhere:

- a) to return an *Insured Person* to the Republic of Ireland or *Permanent Country of Residence*; and
- b) to send one replacement person to assume the duties of the original *Insured Person*; or
- c) to return the original *Insured Person* to resume their duties within six months of the date of curtailment.

### Travel Delay

If the departure of the scheduled ship, aircraft, vehicle or train on which an *Insured Person* is booked to travel in order to get to their planned destination at the start, during or on completion of a *Trip* is delayed due to strike, industrial action, adverse weather conditions or mechanical breakdown, the *Company* will pay €75 per hour in excess of 4 hours delay up to a maximum of €750.

### Additional definitions applicable to section B4.1

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

#### **Conveyance**

An aircraft, ship, train, coach, or similar means of transport which operates under a scheduled published timetable.

#### **Missed Departure**

The failure of a *Conveyance* in which an *Insured Person* is travelling in order to reach the departure point at the beginning of a *Trip* for a journey that involves travel outside the Republic of Ireland or the *Insured Person's Permanent Country of Residence*.

#### **Missed International Connection**

The failure of a *Conveyance* in which an *Insured Person* is travelling to arrive at its destination airport, port or station outside the Republic of Ireland or an *Insured Person's Permanent Country of Residence* at the published expected time of arrival which results in an *Insured Person* arriving too late to board an onward connecting aircraft, ship or train on which an *Insured Person* is booked to travel.

#### **Natural Catastrophe**

Volcanic eruption, flood, tsunami, earthquake, landslide, hurricane, tornado and wildfire.

### **Regulation**

Any rule which has the force of law through primary or secondary legislation that restricts or regulates movement, travel or overnight stays away from home, or that imposes border entry restrictions, and which is validly made by any public authority or government.

### **Extensions applicable to section B4.1**

#### **1. Local authority assistance**

If an *Insured Person* is required to extend their pre-booked *Trip* on the order of the local authorities to assist them in their enquiries over the disappearance of another *Insured Person* the *Company* will reimburse the *Insured* for the loss of any irrecoverable advance payments for transport and accommodation costs and the additional travel and accommodation expenses for the extended period.

#### **2. Termination of employment**

If a *Director* or *Employee* of the *Insured* resigns less than 31 days prior to the commencement of a pre-booked *Trip*, the *Company* will reimburse the *Insured* for all reasonable and necessary deposits and advance payments for transport and accommodation costs incurred due to the cancellation of the *Trip*, less any expenses recoverable elsewhere.

### **Exclusions applicable to section B4.1**

This section of the policy does not cover any claim as the result of:

1. a *Natural Catastrophe*;
2. the *Insured Person* deciding not to travel prior to commencement, (unless this decision is made as a result of the Republic of Ireland Department of Foreign Affairs Office advising against all but essential travel (or other similar advice for *Insured Persons* not resident in the Republic of Ireland) and the advice had not been given before the *Trip* was booked) or, if on a *Trip*, deciding not to continue;
3. redundancy of an *Insured Person* or the termination of an *Insured Person's* contract of employment within 31 days of the *Trip* departure date or once a *Trip* has started;
4. the *Insured's* or an *Insured Person's* financial circumstances;
5. the default of any provider (or their agent) of transport or accommodation acting for the *Insured* or an *Insured Person*;
6. *Regulation* in an *Insured Person's Permanent Country of Residence*, departure country, or destination country, in force at the time the original *Trip* was booked or when subsequent amendments are made to the original *Trip* itinerary either prior to or after departure, including any subsequent *Regulation* that varies or replaces it;
7. a claim that is recoverable under section B7 - Political and Natural Disaster Evacuation;
8. for the delayed departure of the ship, aircraft or train on which an *Insured Person* is booked to travel, due to strike, labour dispute, mechanical breakdown or failure of a means of transport, where the delay lasts for less than 24 hours;
9. for the delayed departure of the ship, aircraft or train, due to strike or industrial action which existed or for which advance warning had been given before the date on which the *Trip* was booked;
10. curtailment on medical grounds that is not based on the recommendation of a *Medical Practitioner* and which does not also result in a valid claim under sections B1.1 or B 1.2;
11. the delay of a ship, aircraft or train, if
  - a) the *Insured Person* fails to check in according to the itinerary supplied unless the failure was itself due to strike or industrial action; or
  - b) the delay is due to the withdrawal from service temporarily or permanently of any ship, aircraft or train on the orders or recommendation of any port authority, rail authority or the Civil Aviation Authority or any similar body in any country.

## Section B4.2 - Cancellation, Curtailment, Rearrangement & Travel Delay due to a Natural Catastrophe

The *Company* will reimburse the *Insured* up to the *Sum Insured* on the *Schedule* for this section if a *Trip* during the *Operative Time* and *Period of Insurance* is cancelled, curtailed, rearranged, is altered or disrupted as specified below as a direct result of a *Natural Catastrophe*.

### Cancellation or Curtailment

Where the *Trip* has to be cancelled prior to departure or cut short following departure the *Company* will pay the cost of irrecoverable deposits and advanced payments for transport and accommodation costs which, have been paid or will be payable, or become payable under contract, or cannot be recovered elsewhere.

### Rearrangement

When pre-booked travel arrangements in connection with a *Trip* have to be altered following departure, the *Company* will pay for the irrecoverable additional costs of travel and accommodation that are reasonably and necessarily incurred to enable the *Insured Person* to continue the *Trip* or return to the Republic of Ireland or *Permanent Country of Residence*.

### Travel Delay

If the departure of the scheduled ship, aircraft, vehicle or train on which an *Insured Person* is booked to travel in order to get to their planned destination at the start, during or on completion of a *Trip* is delayed, the *Company* will pay €75 per hour in excess of 4 hours delay up to a maximum of €750.

### Extension applicable to section B4.2

Any costs in respect of the rental of a motor vehicle and/or chartering of a non-scheduled ship and/or aircraft will be covered up to the *Sum Insured* stated on the *Schedule*, provided the *Insured* or the *Insured Person* bears 50% of any amount in excess of the first €500 for each *Insured Person*.

### Additional definitions applicable to section B4.2

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

#### **Natural Catastrophe**

Volcanic eruption, flood, tsunami, earthquake, landslide, hurricane, tornado and wildfire.

#### **Valid Claim**

Any claim under this policy in respect of which, according to the terms of the policy, the *Insured* or an *Insured Person* is entitled to a payment from the *Company*.

### Extension applicable to section B4.2

Any costs in respect of the rental of a motor vehicle and/or chartering of a non-scheduled ship and/or aircraft will be covered up to the *Sum Insured* stated in the *Schedule*, provided the *Insured* or the *Insured Person* bears 50% of any amount in excess of the first €500 for each *Insured Person*.

### Exclusions applicable to section B4.2

This section of the policy does not cover any claim as the result of:

1. a *Natural Catastrophe* that has occurred during the 30 days immediately prior to the *Insured* or an *Insured Person* pre-booking travel arrangements in connection with a *Trip*, if the *Trip* is cancelled, altered or delayed during the 14 days immediately following the date on which the *Trip* is booked as a result of that or a related *Natural Catastrophe*;
2. a claim made under section B4.2 if the *Insured* or an *Insured Person* makes a *Valid Claim* under section B4.1 which originates from the same loss;
3. a claim that is recoverable under section B7 - Political and Natural Disaster Evacuation;
4. the *Insured Person* deciding not to travel or, if on a *Trip*, deciding not to continue;
5. the *Insured's* or an *Insured Person's* financial circumstances;
6. the default of any provider (or their agent) of transport or accommodation acting for the *Insured* or an *Insured Person*;
7. strike or labour dispute.

## Section B5 - Hijack

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The *Company* will pay the *Insured* €750 for each period of 24 hours that an *Insured Person* is forcibly or illegally detained as the result of a *Hijack* which starts during the *Period of Insurance* and *Operative Time* up to the amount specified on the *Schedule*.

### Additional definition applicable to section B5

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

#### **Hijack**

The unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which the *Insured Person* is travelling.

## Section B6 - Kidnap and Ransom

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The *Company* will reimburse the *Insured* for any *Ransom* and *Consultant Costs* incurred solely and directly as a result of *Kidnap*, *Extortion*, or *Detention*, of an *Insured Person* occurring during the *Period of Insurance* and *Operative Time*. In addition, the *Company* will pay reasonable and necessary expenses incurred and paid by the *Insured* or an *Insured Person* solely and directly as a result of *Kidnap*, *Extortion* or *Detention*.

The maximum payable under this section is the amount specified on the *Schedule* for any one event and in all (aggregate limit) in any one 12 month period of insurance for all losses under this section occurring during a 12 month period of insurance for *Ransom* and expenses, and a further €50,000 for any one event and in all (aggregate limit) in any one 12 month period of insurance for *Consultant Costs*.

### Additional conditions applicable to section B6

- 1). Any benefit or claim under this section will not be covered to the extent that the provision of cover, payment of a claim or provision of a benefit would be contrary to the laws of any country where cover is provided.
- 2). If an incident occurs which may result in a covered event the *Insured* must contact the Lifeline Plus Assistance phone line available globally twenty-four hours a day, seven days a week on the following number:

**WORLDWIDE**

**+44 (0)1273 747 625 (24 Hour)**

If the Lifeline Plus Assistance phone line has not been contacted as soon as possible, then no claim will be paid.

### Additional definitions applicable to section B6

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

#### **Consultant Costs**

Reasonable fees and expenses of the consultants appointed by the *Company* incurred during response to a *Kidnap* for *Ransom*, including but not limited to costs of travel, accommodation, qualified interpretation, communication, and payments to informants.

#### **Detention**

The holding under duress of an *Insured Person* for whatever reason, other than *Kidnap*, and irrespective of whether such holding under duress is by legal governmental authorities in the place of custody or by other parties.

#### **Extortion**

The making of illegal threats either directly or indirectly to the *Insured* to kill, injure or abduct an *Insured Person* and then demand specifically from assets of the *Insured* or an *Insured Person* a *Ransom* as a condition of not carrying out such threats.

**Kidnap**

The illegal actual, alleged or attempted taking and holding captive of one or more *Insured Persons* by persons who then demand specifically from assets of the *Insured* a *Ransom* as a condition of the release of such captive(s).

**Ransom**

Cash and/or marketable goods or services surrendered or to be surrendered by or on behalf of the *Insured* (with the approval of a senior officer of the *Insured*) to meet either a *Kidnap* or an *Extortion* demand.

**Exclusions applicable to section B6**

This section of the policy does not cover any claim that is the result of:

1. the fraudulent, dishonest, or criminal or otherwise unlawful acts of any person authorised by the *Insured* to have custody of the *Ransom*.
2. any *Insured* who has had kidnap insurance cancelled or declined in the past;
3. any claim for an *Insured Person* within their *Permanent Country of Residence*;
4. any *Kidnap* or *Kidnap for Ransom* which occurs in Afghanistan, Colombia, Iraq, Mexico, Nigeria, Pakistan, Philippines, Somalia, Venezuela, Yemen or any other region or country to which the *Insured Person* has travelled where the Republic of Ireland Department of Foreign Affairs Office has advised against “all travel or all travel due to the threat of kidnap” (or other similar advice for *Insured Persons* not resident in the Republic of Ireland) prior to the commencement of the *Trip*;
5. any amount of money that the *Insured* becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by the *Insured* in defence of such action, resulting from alleged negligence or incompetence in *Hostage* retrieval operations or negotiations following the *Kidnap* of an *Insured Person* or alleged negligence in not preventing the *Kidnap* of an *Insured Person*;
6. any amount of money, property or other consideration surrendered to any person other than those responsible for making a previously communicated *Ransom* demand to the *Insured* or any person authorised to act on behalf of the *Insured*.

For *Detention* only this section of the policy does not cover any claim that is:

1. for a period of less than four (4) consecutive hours;
2. as a result of any actual or alleged violation of the laws of the host country by an *Insured Person* which would be a criminal offence if committed by the *Insured Person* in the jurisdiction where the *Insured’s* headquarters are located as specified on the *Schedule* or of which the *Insured Person* is a national, unless the *Company* determines that such allegations were intentionally false, fraudulent and malicious and made solely and directly to achieve a political propaganda or coercive effect upon or at the expense of the *Insured* or the *Insured Person*; or
3. due to the failure of an *Insured Person* to properly procure or maintain immigration, work, residence or similar visas, permits or other documentation.

**Section B7 - Political and Natural Disaster Evacuation**

The *Company* will reimburse the *Insured* for *Evacuation and Repatriation Costs* and for *Expenses* due to *Political Evacuation, Natural Disaster* or *Political Instability* for an *Insured Event* which occurs during the *Period of Insurance* and *Operative Time*. The maximum the *Company* will pay under this section is €50,000 for any one event and €100,000 in all (aggregate limit) in any one 12 month period of insurance for *Evacuation and Repatriation Costs* and a further €150 per *Insured Person* per day for a maximum of thirty days for *Expenses*.

**Additional condition applicable to section B7**

If an incident occurs which may result in a covered event the *Insured* has the option to contact the Lifeline Plus Assistance phone line available globally twenty-four hours a day, seven days a week on the following number:

**WORLDWIDE**

**+44 (0)1273 747 625 (24 Hour)**

## Additional definitions applicable to section B7

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

### **Advisory**

A formal recommendation by the *Appropriate Authorities* that an *Insured Person* specifically leave the *Host Country* or that a class of persons which include an *Insured Person* leave the *Host Country*.

### **Appropriate Authorities**

Any legally empowered regulatory, governmental or local authority of the *Home Country*.

### **Evacuation and Repatriation Costs**

Reasonable costs incurred by the *Insured* or an *Insured Person* for the emergency evacuation of an *Insured Person* within thirty days prior to an *Insured Event*, and ten days after an *Insured Event* to the nearest place of safety or for the repatriation of an *Insured Person* to their *Home Country* and returning the *Insured Person* back to the *Host Country* when the situation has stabilised and when the *Local Authorities* advise it is safe to do so. Evacuation costs will be paid once per *Insured Person* per *Insured Event*.

### **Expenses**

The costs of accommodation, transportation, food, and any other reasonable and necessary expenses for up to thirty days until such time as an *Insured Person* can be repatriated to their *Home Country*.

### **Home Country**

The country in which the *Insured* is based as specified on the *Schedule* or the country of citizenship of the *Insured Person*.

### **Host Country**

Any countries in which an *Insured Person* is employed.

### **Insured Event**

Any occurrence described under *Political Evacuation*, *Natural Disaster* or *Political Instability*.

### **Natural Disaster**

A volcanic eruption, flood, tsunami, earthquake, landslide, hurricane, tornado and wildfire in the particular country or region in which the *Insured Person* is travelling.

### **Political Evacuation**

An *Insured Person* being expelled or declared “*persona non grata*” (an unwelcome person) on the written authority of the recognised government of a *Host Country*, or the wholesale seizure, confiscation or expropriation of the property, plant or equipment of the *Insured*.

### **Political Instability**

Political or military events involving a *Host Country* such that the *Appropriate Authorities* issue an *Advisory* ordering the departure of all *Home Country* governmental personnel in non-emergency positions and their dependants from the *Host Country*, or such that the *Insured* receives direct instructions or recommendation to evacuate from the *Appropriate Authorities*. All such interrelated events will be considered a single event and all losses arising from it will be considered a single loss.

## Provisions applicable to section B7

1. Where the *Insured Person* is entitled to a refund on an unused ticket, the *Company* will be entitled to deduct the value of the unused portion from any claim.
2. Where the *Insured Person* holds a valid return ticket to the Republic of Ireland or *Permanent Country of Residence* or to another place of safety that could be reasonably used, the *Company* will only pay for any additional costs necessarily incurred to evacuate the *Insured Person*.

## Exclusions applicable to section B7

This section of the policy does not cover any claim:

1. arising from or attributable to an alleged violation of the laws of the *Host Country* by the *Insured* or by an *Insured Person*;
2. which results from failure of the *Insured* or an *Insured Person* to maintain and possess duly authorised and issued required documents and visas; unless the *Company* determines at its sole discretion that such allegations were intentionally false, fraudulent and malicious and made solely

to achieve a political, propaganda and/or coercive effect upon or at the expense of the *Insured* or an *Insured Person*;

3. arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;
4. arising from or attributable, in whole or in part, to non-compliance by the *Insured* or an *Insured Person* with any obligation specified in a contract or license or failure by the *Insured* or an *Insured Person* to provide bond or other security because of any liability assumed by the *Insured* or an *Insured Person* under any contract, whether written or oral, unless the *Company's* specific consent is endorsed on this policy prior to an *Insured Event*;
5. arising from or attributable, in whole or in part, to the implementation of currency exchange rates by a legally constituted authority;
6. if an *Insured Person* is a citizen of the *Host Country*;
7. where prior to the start of the *Trip* an *Insured Person* has travelled to a country or region where the Republic of Ireland Department of Foreign Affairs Office has advised against "all but essential travel" (or other similar advice for *Insured Persons* not resident in the Republic of Ireland);
8. after the commencement of a *Trip* where an *Insured Person* has not reasonably complied with any warnings to leave or evacuate the country or region to which they have travelled where such warnings have been provided by the Republic of Ireland Department of Foreign Affairs Office (or other similar advice for *Insured Persons* not resident in the Republic of Ireland) or any legally empowered, regulatory, governmental or local authority for the country or region to which the *Insured Person* has travelled and such failure has resulted in a claim under this section.

## Section B8 - Vehicle Rental Excess

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The *Company* will reimburse the *Insured* up to the amount shown on the *Schedule* if an *Insured Person* whilst on a *Trip* during the *Operative Time* and *Period of Insurance* loses by theft, or damages a *Rental Vehicle* for their legal liability to pay the excess or deductible amounts stated in the *Rental Agreement*.

### Additional definitions applicable to section B8

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

#### **Rental Agreement**

A licensed rental vehicle hiring agreement and associated insurance policy supplied by a company licensed by the appropriate legal body in the country in which they operate to offer vehicles for rent.

#### **Rental Vehicle**

Any vehicle rented by an *Insured Person* under a *Rental Agreement* for a period of less than 60 consecutive days outside the Republic of Ireland or an *Insured Person's Permanent Country of Residence*.

### Additional provision applicable to section B8

The maximum the *Company* will pay under this section of the policy is €1,000 for each event and €25,000 in all (aggregate limit) in any one *Period of Insurance*.

### Additional condition applicable to section B8

The *Insured Person* must inspect the *Rental Vehicle* before taking charge of it for existing damage.

### Exclusions applicable to section B8

This section of the policy does not cover any claim:

1. arising out of the use of the *Rental Vehicle* outside the terms of the *Rental Agreement*;
2. where an *Insured Person* has elected not to take out any insurance offered to cover the *Rental Vehicle* as part of the *Rental Agreement*;
3. for any damage to the *Rental Vehicle* where it cannot be proven that the damage arose during the course of the *Rental Agreement*;
4. for loss or damage caused deliberately by an *Insured Person*;
5. for loss or damage caused to the tyres of the *Rental Vehicle*;
6. for loss or damage arising out of failure to maintain the *Rental Vehicle* according to the manufacturer's service schedule, wear and tear, gradual deterioration, mechanical or electrical failure not attributable to accidental damage and damage that existed at the commencement of the rental period.

## Section C - Crisis Containment Management

Please check the policy schedule to determine if cover under this section is operative.

### Section C - Crisis Containment Management

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The *Company* will reimburse the *Insured* for *Crisis Consultant* fees and costs incurred up to the amount specified on the *Schedule* as a direct result of a *Crisis* which starts during the *Period of Insurance* and is reported to the *Company* in accordance with this policy.

Any fees and costs must be approved and paid by the *Insured* and submitted to the *Company* for approval and reimbursement under this policy. *Crisis Consultant* costs are limited to fees or costs which are incurred within the *Crisis Coverage Period*. The maximum payable under this section is the amount specified on the *Schedule* for any one event and in all (aggregate limit) during any one *Period of Insurance* for all *Crisis* which start during the *Period of Insurance*.

#### Additional definitions applicable to section C

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

##### **Adverse Publicity**

Any negative reporting of an *Insured Event* in local, regional or national media (including but not limited to radio, television, newspaper or magazines) which has potential to cause a *Material Interruption*.

##### **Crisis**

Any decisive, unstable or crucial time in the *Insured's* affairs or business resulting from an *Insured Event* that:

- (i) has directly caused a *Material Interruption*; or
- (ii) has the potential to cause:
  - (a) imminent *Financial Loss*; or
  - (b) *Adverse Publicity* for the *Insured* if left unmanaged.

##### **Crisis Consultants**

The independent crisis consultants previously approved by the *Company* for use by the *Insured* in connection with a *Crisis*.

##### **Crisis Coverage Period**

The period of time commencing when the *Crisis* is first reported to the *Company* and ending not later than thirty days thereafter.

##### **Financial Loss**

- (i) within a 48 hour period, the price per share of the *Insured's* common stock decreases by 10% net of the change in the Standard & Poor's Composite Index or any other comparable index used to measure the stock exchange in which the *Insured* lists its common stock; or
- (ii) a decrease greater than 20% in the consolidated revenues of the *Insured*.

##### **Insured Event**

A notification of a potential claim under sections A or B of this policy.

##### **Material Interruption**

A disruption or break in the continuity of the *Insured's* normal business operations, which:

- (i) requires the direct involvement of all of the *Insured's* board of directors or senior executives and diverts their concentration from their normal operating duties; and
- (ii) is likely to have a significant negative impact on the *Insured's* revenues, earnings or net worth.

### Additional provision applicable to section C

The *Insured* will bear 20% of the cost of each *Crisis* which will remain uninsured. The *Company* will reimburse the *Insured* subject to the aggregate limit of liability after deducting 20% from the amount of the incurred crisis consultant costs.

### Additional conditions applicable to section C

1. Any *Crisis* arising out of, based upon or attributable to related, continuous or repeated notifications under sections A and B of the policy will be considered a single *Crisis*.
2. The *Insured* must give immediate notice to the *Company* of any *Crisis* by telephoning the Lifeline Plus Assistance phone line available globally twenty-four hours a day, seven days a week on the following number:

**WORLDWIDE**

**+44 (0)1273 747 625 (24 Hour)**

Any event that meets the following conditions must be reported to the *Company* in the time period indicated:

- (a) any event that results in regional or national media coverage (print, radio or television) and relates to an *Insured Event*, must be reported to the *Company* within 24 hours of the media coverage, if the *Company* has not previously been notified of the event by the *Insured*;
- (b) any event that results in the filing of a claim or litigation against the *Insured* and relates to an *Insured Event*, must be reported to the *Company* within 48 hours of the claim/litigation filing, if the *Company* has not previously been notified of the event by the *Insured*. No claim will be paid if the *Company* is not notified as described above.

### Exclusions applicable to section C

This section of the policy does not cover any claim directly or indirectly caused by or resulting from:

1. circumstances that affect the industry in which the *Insured* conducts its business activities;
2. governmental regulations which affect another country or the industry in which the *Insured* conducts its business activities;
3. changes in population, customer tastes, economic conditions, seasonal sales variations, or competitive environment;
4. any fraudulent act committed by any of the *Insured's* senior executives;
5. a crisis occurring in Afghanistan, Colombia, Iraq, Mexico, Nigeria, Pakistan, Philippines, Somalia, Venezuela, Yemen or any other region or country to which the *Insured Person* has travelled where the Republic of Ireland Department of Foreign Affairs Office has advised against "all travel" (or other similar advice for *Insured Persons* not resident in the Republic of Ireland) prior to the commencement of the *Trip*.

## **Section D - Medical Second Opinion Service (Expert Case Management)**

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**Please check the policy schedule to determine if the services under this section are operative.**

### **Expert Case Management**

If an *Insured Person* (or their *Partner* or *Child*) sustains any injury or illness which is diagnosed during the *Period of Insurance*, regardless of the cover, *Operative Time* or the exclusions applicable under this policy, the *Company* will provide access to Expert Case Management.

Expert Case Management enables you to access world leading medical specialists from the comfort of your home when a complex diagnosis or treatment plan is required. This could be anything from cancer to diabetes, eczema to back pain. The service can also be used for a second medical opinion on an existing diagnosis or proposed treatment plan. There are no pre-existing exclusions and the service is available to eligible members at no costs.

An *Insured Person* (or their *Partner* or *Child*) can obtain a second medical opinion by telephoning + 353 (0) 1 208 1454 and requesting the Expert Case Management service.

## Special Extension – Infectious Disease Cover

It is agreed by the *Company* that cover under this policy is automatically extended to provide cover for *Infectious Disease* while on a *Business Trip* during the *Period of Insurance* as detailed below. Contact Lifeline Plus Assistance for assistance in respect of Section 3.

### Additional definitions applicable to this extension

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

#### Definitions

**Aggregate Limit** – means the maximum amount the *Company* will pay the *Insured* in total in relation to all claims under this endorsement in any one *Period of Insurance*

**Infectious Disease** – means a disease that is caused by a micro-organism or sub micro-organism such as a virus that has been transmitted from a human being to other human beings and that prior to the first date of infection of any *Insured Person* has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).

#### Operative Time – OT1 Business Travel (excluding Domestic Business Trips)

While an *Insured Person* is on a *Business Trip* outside the Republic of Ireland or their *Permanent Country of Residence*, cover starting from the time of leaving their regular place of residence or regular place of work, whichever occurs last, until return to their place of residence or place of work, whichever occurs first.

**Quarantine** - means a directive by a *Medical Practitioner* or relevant delegated authority, enabled by an order, notice, regulation, statute or statutory instrument issued, to enforce an *Insured Person* to be mandatorily quarantined or isolated at their usual place of residence or at a designated Government quarantine site. The directive must always require the *Insured Person* to stay at the place of quarantine or isolation until the expiry of the period of confinement for an individual detailed within the directive

#### Scope of Insurance

**Eligible Persons** - Cover applies to all *Insured Persons* covered under this policy.

#### Operative Time –

- **OT1 – Business Travel** (excluding Domestic Business Trips)

#### Benefits

Section	Coverage	<i>Insured Person</i> Benefit	<i>Insured</i> Benefit
1	<b>Hospitalisation during Business Travel</b> due to <i>Infectious disease</i> while on a <i>Business Trip</i> abroad	€50 per day up to maximum of 10 days	€50 per day up to maximum of 10 days per claim (for <i>Directors</i> or <i>Employees</i> only)
2	<b>Business Travel</b> – Mandated <i>Quarantine</i> in <i>Permanent Country of Residence</i> following a <i>Business Trip</i> abroad		€500 per person
3	<b>Business Travel</b> – Mandated <i>Quarantine</i> while on <i>Business Trip</i> abroad	€50 per day up to maximum of 14 days	

The *Aggregate Limit* for Section 1, 2 and 3 is €5,000.

### **Section 1 - Hospitalisation during Business Travel**

This benefit is payable only where a *Business Trip* has been made entirely within the policy *Period of Insurance*. A benefit is payable only where:

- An *Insured Person* is diagnosed during the *Business Trip* with any *Infectious disease* for the first time by a *Medical Consultant*, and the diagnosis results in the *Insured Person* being admitted to a *Hospital*, outside the Republic of Ireland or *Permanent Country of Residence*, as an *Inpatient*, then the *Company* will pay the *Insured Person* €50 per day up to a maximum of €500 and will pay the same benefit to the *Insured* but only where the *Insured Person* is a *Director* or *Employee* of the *Insured*. For the *Insured Person* this benefit will be payable in addition to any benefit payable under Extension 3 of Section B1.1 of the policy, subject to the *Aggregate Limit*.

### **Section 2- Mandated Quarantine Benefit after Business Travel**

This benefit is payable only where a *Business Trip* has been made entirely within the *Period of Insurance*. A benefit is payable only where:

- On the day of *Business Trip* departure there are no regulations or restrictions in place, or scheduled to be implemented, that would require an *Insured Person* to *Quarantine* on return to the Republic of Ireland or their *Permanent country of Residence* from their *Business Trip*.
- During the *Business Trip* there is a change in regulation that requires the *Insured Person* to *Quarantine* for a minimum period of seven days on return to the Republic of Ireland or their *Permanent country of Residence* from their *Business Trip*.

This benefit is payable to the *Insured* to the sum of €500 for every *Insured Person* who is required to *Quarantine* but only be paid once in respect of any one *Insured Person*, subject to the *Aggregate Limit*.

### **Section 3 – Mandated Quarantine Benefit during Business Travel**

If an *Insured Person* is diagnosed during a *Business Trip* outside the Republic of Ireland or their *Permanent Country of Residence* with any *Infectious disease* for the first time by a *Medical Consultant*, and as a consequence the *Insured Person* cannot return home on the planned return date, then the *Company* will pay the *Insured Person* the *Sum Insured* € 50 per day up to a maximum of 14 days. This daily indemnity will only be paid from the day after the initial planned return home date. The indemnity will not be paid whilst the *Insured Person* is hospitalised and is benefiting from Section 1 – Hospitalisation Benefit. Section 1 and Section 3 of this endorsement are not concurrently additive but can be consecutive. This benefit shall only be paid once in respect of any one *Insured Person*, subject to the *Aggregate Limit*.

### **Exclusions**

In addition to the exclusions listed in the other sections of the policy wording the *Company* does not accept any claim

1. directly or indirectly resulting from or attributable to the *Insured Person* suffering from any physical defect or infirmity that would:
  - put them at Very High Risk or High Risk from Covid-19 or any other *Infectious Disease* according to the Health Service Executive of Ireland (or equivalent for those *Insured Persons* not resident in the Republic of Ireland) and
  - existed prior to inception or any renewal of the policy unless advised to and accepted in writing by the *Company*.
2. for any *Insured Person* aged 70 years or older at the start of the *Business Trip*;
3. for an *Insured Person* who was already in *Hospital* as an *Inpatient* or *Quarantine* for an *Infectious Disease* at the commencement of the *Business Trip*;

4. where an *Insured Person* has contracted an *Infectious Disease* deliberately or as a result of negligent or reckless behaviour;
5. arising out of any criminal or illegal act committed by the *Insured* or any *Insured Person*;
6. arising as a result of war, an act of terrorism or rebellion, insurrection, rioting or civil commotion or unrest.
7. No benefit is payable for trips other than *Business Trips*.

## Special Extension - Corporate Event Cover

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It is agreed by the *Company* that cover under this policy is automatically extended to provide cover for *Guests* of the *Insured* whilst attending any *Corporate Event* during the *Period of Insurance*.

### Additional definitions applicable to this extension

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

#### **Corporate Event**

Any event arranged by the *Insured* with the primary function of entertaining *Guests* of the *Insured* in a business or leisure capacity.

#### **Guest**

Any person whom the *Insured* has invited to the *Corporate Event*.

### Cover and operative time applicable to this extension

#### Cover under Section A – Personal Accident

a) Attendees who are employed by the *Insured*

Items 1-4b: €30,000 or the *Sum Insured* shown on the *Schedule* (if more applicable), whichever is the greater.

b) *Guests*:

Items 1-4b: €30,000 or the *Sum Insured* shown on the *Schedule* (if more applicable), whichever is the greater.

Cover applies whilst an *Insured Person* is travelling to and from and participating in any *Corporate Event* arranged by the *Insured*, cover starting from the time of leaving their place of residence or place of work whichever occurs last, until return to their place of residence or place of work whichever occurs first.

#### Cover under Section B – Business Travel

Cover applies under section B – Business Travel, for the operative sections of the policy and for the *Sums Insured* shown on the *Schedule* for *Guests* where the *Corporate Event* includes a *Trip* involving a flight or an overnight stay which occurs within the Republic of Ireland or an *Insured Person's Permanent Country of Residence*, or a *Trip* outside the Republic of Ireland or an *Insured Person's Permanent Country of Residence*. Cover starts from the time of leaving their place of residence or place of work whichever occurs last, until return to their place of residence or place of work whichever occurs first.

### Provision applicable to this extension

The extensions applicable to section A do not apply to this special extension.

## **Special Extension - Directors' Leisure Travel**

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It is agreed by the *Company* that cover under this policy is automatically extended to provide cover for Leisure Travel for *Directors* as follows:

- Extension to *OT1 – Business Travel*:

Where *Directors* are noted on the *Schedule* as being covered under this *Operative Time – OT1*, their cover is automatically extended to an *OT2 – Business and Leisure Travel* for them. Cover is also extended under section B (Travel) for the same *Sums Insured* specified on the *Schedule* to include their *Partner*, *Children* and one salaried *Domestic Staff* whilst accompanying the *Director* on a *Trip*.

Cover for *Partners* and dependant *Children* of *Directors* also applies where they are travelling on their own provided that the *Insured Trip* does not exceed 60 consecutive days in duration.

- Extension to *OT2 – Business and Leisure Travel*:

Where *Directors* are noted on the *Schedule* as being covered under this *Operative Time – OT2*, cover is also extended under section B (Travel) for the same *Sums Insured* specified on the *Schedule* to include their *Partner*, *Children* and one salaried *Domestic Staff* whilst accompanying the *Director* on a *Trip*.

Cover for *Partners* and dependant *Children* of *Directors* also applies where they are travelling on their own provided that the *Insured Trip* does not exceed 60 consecutive days in duration.

## General Policy Conditions

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These general policy conditions are applicable to this policy as a whole. Please read each section to see further additional conditions and provisions relating to that section.

The *Insured* must comply and ensure that *Insured Persons* also comply with the General Policy Conditions and the additional conditions and provisions detailed in each section of this policy otherwise the *Company* may refuse to pay any relevant claim under this policy.

### Pre-Contract Application Form

The *Insured* must answer all the questions on the *Pre-contract Application* honestly and with reasonable care, this includes the information and/or answers to any statement of fact, proposal (including mid-term adjustments) or renewal form supplied by the *Insured* to the *Company* (and which the *Company* may have used to pre-populate on a *Pre-Contract Application Form* by AIG using this information and answers that the *Insured* most recently provided us with). Failure to do so may result in your policy being cancelled or we may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the **Impact of Misrepresentation** section, which you should read carefully.

The *Insured* shall either immediately or as soon as reasonably possible inform the *Company* if any of the answers or information given in the *Pre-contract Application* form is inaccurate or has changed before completion of the contract of insurance.

#### 1. Acceptance of payment

If the *Company* has made full payment for a claim under this policy to the *Insured* then the *Company* will not have to make any further payments for the same claim.

#### 2. Assignment

Neither this policy nor any right described within this policy may be assigned or transferred unless agreed by the *Company* in writing.

#### 3. Associated companies and change in risk

If relevant and subject to the *Company's* prior written consent, this policy will cover a company or organisation which is an associated company or a subsidiary of the *Insured* or other business entity as long as a list of these companies has been provided to and accepted by the *Company*. If the *Insured* changes its business activities from those described in the 'Business description' on the *Schedule* during a *Period of Insurance* the *Insured* must tell the *Company* within 30 days of the change.

Where the alteration represents a material change to the business activities or material information already provided to the *Company*, it reserves the right at the time of notification to decide whether to provide cover and, if so, to establish a separate rate and premium and, if appropriate, terms to provide coverage for any such change.

#### 4. Cancellation of Cover

The *Company* can cancel this Policy by giving 30 consecutive days written notice to the *Insured* at the *Insured's* last known address.

The *Insured* can cancel this Policy by giving 30 consecutive days written notice to the *Company* at the *Company's* branch office address at 30 North Wall Quay, International Financial Services Centre, Dublin 1. If this happens, provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this policy, the premium for the period up to the date when the cancellation takes effect will be calculated and any unearned portion of the premium paid will be returned, subject to a minimum retention by the *Company* of €700 or one third of the annual premium, whichever is the greater.

If the annual premium is less than €700, one third of the annual premium will be payable.

An *Insured Person* has no rights of cancellation under this policy.

The *Company* can cancel any cover provided by this Policy for *War* by sending seven days' notice to the *Insured* at the *Insured's* last known address.

**5. Claims notification and evidence**

All claims must be notified as soon as is reasonably practical after the event which causes the claim. Failure to do so may result in the *Company's* rejection of the claim if it is made so long after the event that the *Company* is unable to investigate it fully, or may result in the *Insured* not receiving the full amount claimed for if the amount claimed is increased as a result of the delay. The *Company* must be provided with all reasonable and necessary evidence required by the *Company* to support a claim. If the information supplied is insufficient, the *Company* will identify the further information which is required. If the *Company* does not receive the information it needs, the *Company* may reject the claim or withhold payment until the information it may reasonably require has been received.

**6. Cooling-off Period**

The *Insured* has 14 working days from the start date of your AIG insurance policy to cancel the cover without penalty. The *Insured* will however be charged a pro rata premium for the period you were on cover. We will require the *Insured's* cancellation request to be in writing (by email or letter) with the policy number details included. The cancellation will only take effect upon our receipt of the *Insured's* written cancellation request.

**7. Cover under more than one category**

Where an *Insured Person* is covered under more than one policy category of *Insured Persons* as shown on the *Schedule* and more than one benefit item as shown on the *Schedule* or any attached memoranda in relation to a single event, the *Company* will only pay the *Sum Insured* for the highest benefit item under one category of *Insured Persons* for the loss sustained.

**8. Currency**

Claims involving foreign currency will be converted into the currency in which the premium and benefits/*Sum Insured* limits are shown, at the selling rate of exchange published on: [www.oanda.com/currency/converter](http://www.oanda.com/currency/converter) on the day of the loss or the next business day. Unless specifically agreed otherwise, claims will be paid in the Republic of Ireland.

**9. Failure to comply with conditions**

Where the *Insured* or an *Insured Person* does not comply with any obligation to act in a certain way specified in this policy, this may prejudice the *Insured* or an *Insured Person's* position to recover under any claim.

**10. Interest on amounts payable under this policy**

The *Company* will not pay interest on any amount paid under this policy.

**11. Other Insurances**

If at the time of a claim there is another insurance policy in the *Insured's* name which covers the *Insured* or the *Insured Person* for the same expense or loss, the *Company* will only pay a proportion of the claim, determined by reference to the cover provided by each of the policies, except for section A, items 1-6 on the *Schedule*, which are payable in full.

**12. Other Interests**

No person other than the *Insured* can make a claim under this policy.

**13. Payment of claims monies**

If the *Company* agrees to pay the *Insured* a valid claim for cover under this policy that has been arranged or purchased for the direct benefit of an *Insured Person* (other than where the *Company* has agreed to an assignment), the *Insured* agrees to promptly forward any payments received under this policy to that *Insured Person* to the extent that the *Insured Person* has suffered *Bodily Injury*, loss, damage or expense recoverable under the policy or is otherwise entitled to a policy benefit payment either contractually or implied.

The receipt of the payment by the *Insured* will discharge the *Company's* liability to pay any amount directly to the *Insured Person*. The *Insured Person* (or their legal representative) has

no right to claim or sue the *Company*. The receipt of the payment shall discharge the *Company* in respect of its liability to indemnify, or pay the benefits concerned.

**14. Payment of premium**

The premiums are to be paid as agreed and information will be supplied to the *Company* in the form and at the frequency reasonably required by the *Company* for the cover to be and remain in force.

**15. Policy Alteration**

The *Company* may change the terms and conditions, including the premium, of the policy by giving the *Insured* 30 consecutive days' notice in writing to the *Insured's* last known address. The *Company* will only make a change during the *Period of Insurance* to reflect a change in the *Insured's* circumstances or for an event outside its control that the *Company* expects to have an impact on future claims which it could not reasonably have foreseen when it last reviewed the policy terms and the premium or in the event of any change in the law affecting this policy, for example a change in Insurance Premium Tax or other tax. If the changes are acceptable to the *Insured* then this policy will continue. If the changes are not acceptable, the *Insured* may cancel this policy. If this happens no claims will be paid for a loss that occurs after the date of the cancellation. The *Company* will refund to the *Insured* the premium for any *Period of Insurance* remaining.

**16. Policy interpretation, governing law and jurisdiction**

This policy will be governed and interpreted by Irish law, and the *Insured* and the *Company* agree to submit to any court of competent jurisdiction in the Republic of Ireland to determine any dispute arising under or in connection with this policy and agree to comply with all requirements necessary to give such court jurisdiction unless the *Insured* and the *Company* agree to abide by the laws of a different country before the commencement of the *Period of Insurance*.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

**17. Premium Adjustment**

If the premium is shown on the *Schedule* as being provisional it will be adjusted as follows:

- a) Unless agreed otherwise, at the end of each *Period of Insurance* or each declaration period, the *Insured* will advise the *Company* of the information it may reasonably require that relates to the expiring *Period of Insurance* or declaration period within 3 months of the end of the *Period of Insurance* or declaration period and the actual premium will be re-calculated by the *Company*.
- b) If the actual premium calculated is greater than the premium already paid for the *Period of Insurance*, the *Insured* will pay the balance to the *Company*. If it is less, the difference will be repaid to the *Insured* subject to any agreed minimum retained premium.
- c) Any permanent alterations to the policy during the *Period of Insurance* for which an additional premium has been or would have been charged will be included in the adjustment calculation.

**18. Reasonable Care**

The *Insured* and each *Insured Person* must take all reasonable steps to avoid and minimise any loss or damage and must also make every effort to recover any property covered by this policy which has been lost or stolen.

**19. Recovery from third parties**

In the event that a third party is held liable for all or part of any claim paid under this policy, the *Company* may exercise its legal right to pursue the third party to recover its outlay. The *Insured* or an *Insured Person* will upon the *Company's* request agree to and permit the *Company* to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. The *Company* will pay the costs and expenses involved in exercising its right against the third party.

**20. Rights of third parties**

Nothing in this policy is intended to confer a directly enforceable benefit on any third party other than an *Insured*, unless permitted pursuant to section 21 of the Consumer Insurance Contracts Act 2019 (Ireland).

**21. Sanctions**

The *Company* will not be deemed to provide cover and the *Company* shall not be liable to pay any claim or provide any benefit under this policy to the extent that the provision of cover, payment of claim or provision of benefit would expose the *Company*, the *Company's* parent company or the *Company's* parent company's ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Luxembourg, the European Union, the *United Kingdom* or the United States of America.

**22. Subrogation**

In the event of any payment under this policy, the *Company* shall be subrogated to the extent of such payment to all of the *Insured's* rights of recovery, contribution and indemnity and the *Insured* will provide all reasonable assistance and will do nothing to prejudice such rights. Without prejudice to the foregoing, the *Company* will not exercise its rights of subrogation against an *insured* in connection with a claim unless it is permitted to do so under sections 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

**23. The Impact of any Misrepresentation by the *Insured*, is as follows:**

**(a) Innocent Misrepresentation:**

Where the *Insured* have answered all questions in the *Completed Application Form* honestly and with reasonable care but where the *Insured* made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) the *Company* will pay any covered claim event subject to the terms and conditions of this policy.

**(b) Negligent Misrepresentation:**

If the *Insured* makes a negligent misrepresentation or fail to take reasonable care in completing the *Completed Application Form* the cover under this policy may not fully operate and in the event of a claim the *Company* will exercise one of the following remedies:

(a) If knowing the full details the *Company* would not have entered into the insurance contract, the *Company* may avoid the contract, refuse all claims and return any premiums paid by the *Insured*.

(b) If the *Company* would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract of insurance may be treated as if it had been entered into on those terms.

(c) If the *Company* would have entered into the contract of insurance but have charged a higher premium, the *Company* may reduce proportionately the amount to be paid on the claim.

(d) Where there is no outstanding claim under the contract of insurance, the *Company* may either:

- (i) give notice to the *Insured* that in the event of a claim the *Insured* will exercise the remedies in paragraphs (a) to (c), or
- (ii) terminate the contract by giving reasonable notice to the *Insured*.

**(c) Fraudulent Misrepresentation:**

If the *Insured* makes a fraudulent misrepresentation or where any conduct by the *Insured* or *Insured* involves fraud of any kind the *Company* shall be entitled to avoid the contract of insurance and refuse any claims.

## Disputes and Complaints

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The *Company* believes you deserve a courteous, fair and prompt service. If there is any occasion when the *Company's* service does not meet your expectations, please contact the *Company* using the appropriate contact details below providing the policy/claim number and the name of the *Insured/Insured Person* to help the *Company* to deal with your comments quickly.

### Claims related complaints

Accident & Health Claims Department, AIG Europe S.A., 30 North Wall, International Financial Services Centre, Dublin 1

Telephone: **+353 (0) 1 208 1400**

E-Mail: [irelandclaims@aig.com](mailto:irelandclaims@aig.com)

### All other complaints

The Customer Complaints Officer, AIG Europe S.A., 30 North Wall, International Financial Services Centre, Dublin 1

Telephone: **+353 (0) 1 208 1440**

E-Mail: [CustomerComplaints.ie@aig.com](mailto:CustomerComplaints.ie@aig.com)

The *Company* will acknowledge the complaint within 5 business days of receiving it, keep you informed of progress and do its best to resolve matters to your satisfaction within 8 weeks. If the *Company* is unable to do this you may be entitled to refer the complaint to the Financial Services Ombudsman's Bureau who will review your case. The *Company* will provide full details of how to do this when the *Company* provides its final response letter addressing the issues raised.

### The Financial Services and Pensions Ombudsman can be contacted at:

Financial Services and Pensions Ombudsman<sup>3rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2, DO2 VH29,

Telephone: + 353 (0) 1 567 7000

E-Mail: [info@fspo.ie](mailto:info@fspo.ie)

Web: [www.fspo.ie](http://www.fspo.ie)

Or

Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, International Financial Services Centre, Dublin 1, DO1 E7E8

Telephone : + 353 (0) 1 676 1820

Fax : + 353 (0) 1 676 1943

Email : [feedback@insuranceireland.eu](mailto:feedback@insuranceireland.eu)

Web : [www.insuranceireland.eu](http://www.insuranceireland.eu)

Following this complaint procedure does not affect the right to take legal action.

As AIG Europe S.A. is a Luxembourg based insurance company, in addition to the complaints procedure set out above, you have access to Luxembourg mediator bodies for any complaints you may have regarding this Policy. Contact details of the Luxembourg mediator bodies are available on AIG Europe S.A.'s website: <http://www.aig.lu/>.

## Insurance Compensation Fund

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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 € 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>

## Fraud

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

In this event the *Company* will not refund any premiums and the *Company* will not consider for payment any claims which have not already been submitted to the *Company*.

## Start and finish of cover

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The cover provided to the *Insured* described on the *Schedule* (and any attached memorandum) will begin on the start date of the *Period of Insurance*.

Cover will end on the earliest date of the following for the *Insured*:

- a) at the end of the *Period of Insurance*;
- b) when the *Insured* or the *Company* cancels this policy (please see general policy condition 4 – cancellation of cover for further details);

Cover will end on the earliest date of the following for an *Insured Person*:

- a) at the end of the *Period of Insurance*;
- b) on the date an *Insured Person* notifies the *Insured* that they no longer wish to be included in this policy;
- c) on the date on which a *Business Partner*, *Employee* or *Director* cease their employment with the *Insured*;
- d) at the end of the fixed contract period for a person who is employed by the *Insured* on a contract of fixed duration, unless otherwise agreed by the *Company*;
- e) who is on a *Trip* that continues beyond the expiry of the *Period of Insurance*, after 90 consecutive days has elapsed from the end of the *Period of Insurance* or until the completion of the *Trip*, whichever is the sooner;
- f) the date the policy is cancelled.

## Arbitration

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All differences arising out of this policy will be referred to the decision of an Arbitrator to be appointed in writing by the *Company* and the *Insured*.

If the *Company* and the *Insured* cannot agree upon a single Arbitrator, then the *Company* will appoint one Arbitrator and the *Insured* will appoint another Arbitrator.

The appointment of the Arbitrators must be completed within one calendar month after having been required in writing to do so by either the *Company* or the *Insured* on the other party.

If the two Arbitrators cannot agree upon a decision, then an umpire will be appointed by the Arbitrators. The umpire will carry out a review, and preside at meetings, with the Arbitrators and will make a final decision with regard to the claim.

The making of any award by the Arbitrators or umpire will be a condition precedent to any right of action against the *Company*.

If the *Company* disclaims liability for a claim and the claim is not referred to arbitration within twelve calendar months from the date of the disclaimer, then the claim is deemed to have been abandoned and will not be recoverable under this policy.

## How we use Personal Information

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In this Section, “You/Your” means the Insured or the Insured Person as applicable.

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 the company 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
- Marketing and research analysis.

### 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](mailto:dataprotectionofficer.ie@aig.com).

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, Web: <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, Telephone: (+352) 22 69 11 - 1, Email: [caa@caa.lu](mailto:caa@caa.lu), Web: <http://www.caa.lu/>

AIG Europe S.A., Ireland branch 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: +353 (0) 1 6716561. E-mail: [enquiries@centralbank.ie](mailto:enquiries@centralbank.ie) Web: <http://www.centralbank.ie>

AIG Europe S.A. Ireland Branch is an insurance undertaking. The *Company* does not provide advice or any personal recommendation about this product. Employees of AIG Europe S.A., Ireland Branch are paid a salary and do not receive bonuses or commissions directly linked to sales.

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.

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at Web: <http://www.aig.lu/>.

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