

# Motor Bus Programme Personal Accident Plan Master Policy

If the *insured* pays the premium as agreed we, AIG Europe Limited, will provide the insurance set out in this master policy.

This master policy will only be in force if it is initialled by a person authorised by us.

Initialled for and on behalf of AIG Europe Limited



**Date**: 15 July 2015

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 as amended.

This insurance is underwritten by AIG Europe Limited. Registered in England and Wales. Company number: 01486260. Registered office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom.

AIG Europe Limited, Ireland Branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, Ireland. Branch registration number 906664. Tel: +353 1 208 1400

AIG Europe Limited is authorised by the Prudential Regulation Authority of the United Kingdom, and is regulated by the Central Bank of Ireland for conduct of business rules.



# Scope of Cover

If the *insured person* sustains an accidental *bodily injury* during the *time of cover* and *period* of *insurance*, and within two years of the accident date the injury is the only cause of the *insured person*'s death, permanent disability, or *hospitalisation*, we will pay the amount of benefit shown in the schedule.

## **Definitions**

The italicised words and phrases listed below have the same meanings wherever they are used in this master policy, schedule and Certificate of Insurance.

Accident means a sudden and unexpected event which results in bodily injury to an insured person

**Authorised broker** means a broker who is authorised by the Central Bank of Ireland and who is authorised by *us* to offer the Motor Bus Programme Personal Accident Plan to their customers.

**Bodily injury** means injury to the body caused by an *accident* and not by any gradual cause. It does not include:

- Sickness or disease unless this results from injury to the body;
- Post-traumatic stress disorder; or
- A psychological or psychiatric illness or condition

We will treat death, loss of sight, loss of limbs, permanent total disability or hospitalisation caused as a direct result of being exposed to severe weather conditions as having been caused by bodily injury.

## Hospital

An institution which has accommodation for residential patients and facilities for diagnosing, carrying out surgery and treatment. It does not include a long-term nursing home, a geriatric or a convalescence home or an extended care facility.

# Hospitalisation

An over-night stay as an in-patient in a hospital.

#### Insured

Any person who has elected to join the Motor Bus Programme Personal Accident Plan and to whom a motor certificate of insurance has been issued for the *insured vehicle* through the *master policyholder*.



#### Insured Person

Any driver of an *insured vehicle* provided he or she is insured under the Motor Bus Programme arranged through the *master policyholder* by the *insured*.

## Insured vehicle

The motor vehicle(s) specified on the Motor Bus Programme and in respect of which a motor certificate of insurance has been issued through the *master policyholder* to the *insured*.

## Loss of limb

In the case of a leg, total and permanent loss of, or loss of use of, a complete foot or leg. In the case of an arm, total and permanent loss of, or loss of use of, a complete arm or hand.

# Loss of sight

Permanent and total loss of sight in both eyes if the *insured person* is registered blind on the authority of a fully-qualified ophthalmic specialist: or in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what the *insured person* should see at 60 feet).

# Master Policyholder

The broker shown on the schedule, authorised by the Central Bank of Ireland, and who is authorised by us to offer the Motor Bus Programme Personal Accident Plan to their motor policyholders under the Motor Bus Programme.

#### Medical Expenses

The cost of medical, surgical or other attention or treatment given or prescribed by a medical practitioner and all hospital, nursing home and ambulance charges all of which are irrecoverable elsewhere and which are necessarily incurred as a result of bodily injury occurring during the time of cover. We will pay dental expenses only for treatment to immediately relieve pain.

# Medical practitioner

A medical practitioner currently registered under the Irish Medical Practitioners Act 1978 and with the General Medical Council to practise medicine. This does not include:

- an insured person
- an *insured person's* mother, father, sister, brother, husband, wife, fiancée, partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, brother-in-law, daughter-in-law or sister-in-law.



## Period of insurance

The date the motor policy insuring the *insured vehicle* starts until the earliest of the dates when that cover finishes, it is cancelled or it is no longer arranged through the *authorised broker* provided the Motor Bus Programme Personal Accident Plan premium has been paid by the *Insured*.

# Permanent total disability

Disability, other than by loss of limb or loss of sight, which totally and permanently prevents the insured person from doing any paid work whatsoever for the remainder of their life.

## Time of cover

Cover operates whilst an *insured person* is inside the *insured vehicle* including entering and exiting, and whilst outside the *insured vehicle* conducting emergency roadside repairs or seeking emergency roadside assistance.

#### Terrorist act

Terrorist act shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist acts. Terrorist act shall also include any act which is verified or recognized by the Irish Government as an act of terrorism.

#### War

War shall mean any activity arising out of or any attempt to participate in the use of military force between nations and shall include civil war, revolution and invasion.

# We, us, our

AIG Europe Limited.



#### **Exclusions**

We will not pay any claim directly or indirectly resulting from, contributed by or arising from:

- a) (1) war, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
  - (2) the intentional use of military force to intercept, prevent, or mitigate any known or suspected *terrorist act*;
  - (3) any terrorist act;
- b) suicide or attempted suicide or intentional self inflicted injuries;
- c) the *insured person* suffering sickness or disease not resulting from accidental *bodily injury* occurring during the *time of cover* and *period of insurance*;
- d) the *insured person*, in charge of the *insured vehicle*, having blood/urine alcohol level above the legal limit stated in the Road Traffic Acts;
- e) the *insured person*, in charge of the *insured vehicle*, having taking a drug other than according to the manufacturer's instructions or as prescribed by a *medical practitioner*;
- f) taking a drug to treat drug addiction;
- g) participation in any kind of race;
- h) any claim where the *insured person* in control of the *insured vehicle* is not in possession of a valid driving licence and certificate of insurance as required by law;
- i) any claim where a current and valid test certificate has not been issued to cover the *insured vehicle* or the *insured vehicle* is in an un-roadworthy condition;
- j) anxiety, stress disorder, post traumatic stress disorder, psychological or psychiatric illness or condition.
- k) back injuries unless supported by a diagnosis using appropriate medical imaging techniques (such as x-rays, CT, or MRI scans).



## Benefit limitation

If the *insured person* is over 65 when he or she receives an accidental *bodily injury we* will not pay benefit under item 7 of the schedule.

If death occurs within 13 weeks of accidental *bodily injury* the benefit under item 1 will be paid and not the benefits under items 2, 3, 4, 5, 6 or 7, provided death was a result of accidental *bodily injury*.

When more than one form of disability results from accidental *bodily injury* from the same accident the maximum payment will be the sum insured under item 7 of the schedule.

We will not pay a claim under more than one of items 1-7 of the schedule.

Upon the payment of a claim under items 1-7 of the schedule cover will stop.

# Cancelling the policy

We can cancel this master policy by sending 30 days' notice to the *master policyholder* at their last known address. Cover continues for the *insured person* until the end of their *period of insurance*.

The master policyholder can cancel this master policy by giving us 30 days' written notice. Cover continues for the insured person until the end of their period of insurance.

The *insured* can cancel cover by writing to the *master policyholder* or *us*. Cover will cease from the date of receipt of the cancellation by either the *master policyholder* or *us*.

## Claim evidence

The *insured person* must provide, at their own expense, any evidence we ask for to support their claim. The *insured person* must undergo any medical examinations we specify, at *our* expense.

## Claim payment interest

We will not pay interest on any claim payment.

## Claim payment

If we have paid a claim under this master policy, and the *insured person* has accepted that payment, we will not have to make any further payments for the same claim.



Benefit will be paid to the *insured person*. The death benefit will be paid to the *insured person's* legal representative whose receipt will discharge us.

# Claim reporting

The insured person must tell us about any potential claim as soon as they possibly can.

# Governing law

The contract between the *master policyholder*, the *insured* and *us* will be governed by Irish Law unless the *master policyholder*, the *insured* and we agree otherwise prior to the beginning of the *period of insurance*.

# Master policyholder requirements

The *master policyholder* will pay premiums and supply information in the form and at the frequency required by *us*.

# Transferring this policy

The *insured person* cannot transfer the benefit of this policy to anyone else or use this policy or the benefits in this master policy as a mortgage or guarantee of any kind.

# Data protection

AIG Europe Limited 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 dependants). By providing Personal Information you give permission for its use as described below. If you provide Personal Information about another individual, you confirm that you are authorised to provide it for use as described below.

Depending on our relationship with you, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, driving pattern information obtained from telematic devices in customer vehicles (where customers have consented), and other Personal Information provided by you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility



- Assistance and advice on medical and travel matters
- Management and audit of our business operations
- 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 outside your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

To opt-out of marketing communications contact us by e-mail at: postmaster.ie@aig.com or by writing to: Customer Service Team, AIG Europe Limited, Ireland Branch, 30 North Wall Quay, International Financial Services Centre, Dublin 1. If you opt-out we may still send you other important communications, e.g. communications relating to administration of your insurance policy or claim.

Sharing of Personal Information - For the above purposes Personal Information may be shared with our group companies, brokers and other 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 law. Personal information (including details of injuries) may be recorded on claims registers (i.e. Insurance Link, and Claims and Underwriting Exchange (CUE), and shared with other insurers. We may search these registers to detect and prevent fraud. Details on how Insurance Link operates can be found at http://info.insurancelink.ie and CUE at <a href="http://www.insurancedatabases.co.uk">http://www.insurancedatabases.co.uk</a>. 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 and other countries with different data protection laws than in your country of residence.

Security and retention of Personal Information – Appropriate legal and security measures are used to protect Personal Information. *Our* service providers are also selected carefully and required to use appropriate protective measures. Personal information will be retained for the period necessary to fulfil the purposes described above.

Requests or questions - To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: postmaster.ie@aig.com or write to Data Protection Officer, AIG Europe Limited, Ireland Branch, 30 North Wall Quay, International Financial Services Centre, Dublin 1. More details about our use of Personal Information can be found in our full Privacy Policy at www.aig.com/ie or you may request a copy using the contact details above.



# Disputes and Complaints

We will always aim to provide a first class standard of service. However, if the *insured person* has a complaint, they should write to the Customer Complaints Officer at AIG Europe Limited, 30 North Wall Quay, International Financial Services Centre, Dublin 1. Tel (01) 208 1400. Email: <a href="mailto:customercomplaints.ie@aig.com">customercomplaints.ie@aig.com</a> If the complaint is not resolved to their satisfaction, they should contact the General Manager, AIG Europe Limited, 30 North Wall Quay, International Financial Services Centre, Dublin 1.

At any stage, they may contact the following:

Insurance Ireland, 39 Molesworth Street, Dublin 2. Phone: (01) 6761820 Fax: (01) 6761943.

E-Mail: <u>iis@insuranceireland.eu</u> Web: <u>http://www.insuranceireland.eu</u>

The Central Bank of Ireland, P.O. Box 559, Dame Street, Dublin 2.

Phone: 1890 77 77 77 Fax: (01) 6716561.

E-Mail: <a href="mailto:enquiries@centralbank.ie">enquiries@centralbank.ie</a> Web: <a href="mailto:http://www.centralbank.ie">http://www.centralbank.ie</a>

The Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place,

Dublin 2. Lo Call: 1890 88 20 90 Tel: (01) 6620899 Fax: (01) 6620890

E-Mail: enquiries@financialombudsman.ie Web: http://www.financialombudsman.ie



# Schedule

Master policyholder: J F Dunne Insurances Limited

Master policy number: SMA65838

Master policy start date: 01 May 2015

Master policy renewal date: 01 December

Premium payment: Premiums to be declared to us after the end of each month,

based on the total number of *insured vehicles* for *insureds* who elect to join the Motor Bus Programme Personal Accident Plan through the *master policyholder* in that month.

ltem	Description	Sum Insured
1.	Death	<b>€</b> 50,000.00
2.	Loss of sight in both eyes	<b>€</b> 50,000.00
3.	Loss of sight in one eye	<b>€</b> 50,000.00
4.	Loss of limbs (two or more)	<b>€</b> 50,000.00
5.	Loss of limb (one)	<b>€</b> 50,000.00
6.	Loss of sight in one eye and loss of limb (one)	<b>€</b> 50,000.00
7.	Permanent total disability	<b>€</b> 50,000.00
8.	Hospitalisation for more than 24 hours payable for maximum	



9. Medical Expenses incurred as a result of an accident up to

Examined by:

for and on behalf of AIG Europe Limited

Date: 15 July 2015

of 365 days

All amounts are quoted in Euro

€25.00 per day

**€**2,500.00