

## PERSONAL ACCIDENT AND ILLNESS TERMS & CONDITIONS

### THE CONTRACT OF INSURANCE

This insurance has been arranged by **your** broker who will administer the policy on behalf of AXIS Specialty Europe SE.

This policy wording, the **Schedule** the GDPR Addendum and any endorsements set out the conditions of this insurance between **you** and us. They should be read together to avoid any misunderstanding of the terms and conditions of this insurance and **you** should pay particular attention to the General Exclusions and General Conditions which apply to the whole policy.

In return for the payment of the premium shown in the **Schedule**, **we** agree to provide indemnity, subject to the terms and conditions contained in (or endorsed on) **your** policy documents, in respect of the cover detailed within this policy wording for bodily **illness** or injury which occurs during the **period of insurance**.

**You** are only covered for the insured events which have a sum insured shown against them in the **Schedule**. Where an insured event has not been selected, the words 'Not Covered' are shown next to that insured event.

This contract is written in English and all communications about it will be in English.

Signed by Tryggingamiðlun Íslands ehf. All statements directed to the Insurer related to the Insurance contract should be sent by registered post or delivered with confirmation of receipt to the following address: Tryggingamiðlun Íslands ehf., Hlíðasmári 12, 201 Kópavogur, Iceland.

## INFORMATION YOU HAVE GIVEN US

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given us. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged you; or
- cancel **your** policy in accordance with the Right to cancel condition below. **We** or **your** insurance broker will write to **you** if we:
  - intend to treat **your** policy as if it never existed; or
  - need to amend the terms of **your** policy.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your** broker as soon as practicable.

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## GENERAL DEFINITIONS

Wherever the following words appear in bold throughout this insurance, they will have the meanings shown below.

### **Accident**

A sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the **period of insurance**.

### **Accident accumulation limit**

The most **we** will pay for an **accident** involving more than one **insured person**. If a claim goes over the limit shown on the **schedule**, **we** will pay each **insured person** an amount equal to this limit divided by the number of insured people **you** are claiming for.

### **Average weekly wage**

An **insured person's** average weekly salary (not including payments for overtime, commission or bonuses) before tax and Pay Related Social Insurance (PRSI) for the 13 weeks immediately before the first date they are off work due to an **accident** or **illness**.

If an **insured person** is self-employed or a director or shareholder of a small private company, this will be 1/52 of the total of:

- the **insured person's** net profit as declared to Revenue; plus
- any **fixed costs** which are shown within in the **insured person's** trading accounts and for which the **insured person** is unable to obtain a refund.

For the purposes of this calculation, **we** will not include any **variable costs** which are shown within the **insured person's** trading accounts.

### **Bodily injury**

Physical injury (including **illness** directly resulting from that physical injury) caused only by an **accident** and which results in an **insured person's** death or disability within 52 weeks of the date of the **accident**.

### **Claims Administrator**

The company who will handle any claims on **our** behalf. Please refer to the 'Making a Claim' section of this policy wording for full details.

### **Deferment period**

The initial period of **temporary total disability** or **temporary partial disability** during which **we** will not pay the benefit under item 5 in Section One: Personal **Accident** or item 3 in Section Two: **Illness**. The **deferment period** is shown in the **Schedule**.

### **Fixed costs**

The costs of doing business that generally stay the same no matter what goods or services are provided. For example, rent, telephone and utility standing charges (gas, electricity and water), franchise fees, business insurance premiums, accountancy fees and business vehicle taxes.

### **Illness**

Sickness or disease, the symptoms of which first appear during the **period of insurance**, which solely and independently of any other cause results in **your** total disablement within 12 consecutive months of the symptoms first appearing.

### **Insured person**

Any person shown in the **Schedule** as being an **insured person**.

### **Loss of a limb**

The permanent physical loss of:

- a hand at or above the wrist;
- a foot at or above the ankle; or
- the permanent and total loss of use of a hand, arm, foot or leg.

### **Loss of sight (Section One: Personal Accident)**

The permanent and total **loss of sight** which **we** consider as having happened:

- in both eyes if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- in one eye if, after correction, the degree of sight an **insured person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

### **Loss of sight (Section Two: Illness)**

The permanent and total **loss of sight** in both eyes which **we** consider as having happened if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

### **Medical expenses**

Expenses which **you** or an **insured person** have paid following **bodily injury** or **illness** for necessary medical treatment, hospital surgery, manipulative massage, therapeutic treatment, X-rays or nursing treatment, including the cost of medical supplies and ambulance hire.

### **Period of Insurance**

The period from the start date to the expiry date shown in **your Schedule** or until the policy is cancelled.

### **Permanent total disability**

Disability which entirely prevents an **insured person** from carrying out all parts of their usual business or occupation for at least 52 consecutive weeks and shows no signs of ever improving.

### **Pre-existing condition**

Any condition, whether diagnosed or not, for which a person has sought advice, diagnosis, treatment or counselling during the 5 years prior to the start date of the current **period of insurance**.

**Schedule**

The document showing **your** name, the sums (amounts) insured, the **period of insurance** and the sections of this insurance which apply.

**Temporary partial disability**

Disability which prevents an **insured person** from carrying out a major part of their usual business or occupation.

**Temporary total disability**

Disability which entirely prevents an **insured person** from carrying out all parts of their usual business or occupation.

**Variable costs**

The cost of doing business which is directly related to the cost of selling goods or services. For example, the cost of goods, shipping, postage, handling and storage fees, sales commission, phone calls and fuel.

**We, us, our**

AXIS Specialty Europe SE.

**You, your**

The person(s) named as 'the Insured' in the **Schedule**.

## SECTION ONE – PERSONAL ACCIDENT

The following cover applies only if the **Schedule** shows that it is included.

This section only covers claims which fall within the definition of **bodily injury**. It does not cover any claim caused or contributed to by **illness** which does not fall within the definition of **bodily injury**.

**We** will pay up to the sum insured shown in the **Schedule** if, during the **period of insurance**, an **insured person** suffers **bodily injury** which results in any of the following Insured Events.

### Insured Events

1. Accidental Death (**we** will also pay the sum insured for death if an **insured person** disappears, is not found within 52 weeks, and **we** receive enough evidence to assume that a **bodily injury** caused their death).
2. **Loss of sight.**
3. **Loss of a limb.**
4. **Permanent Total Disability.**
5. **Temporary Total Disability** (while an **insured person** continues to be disabled, **we** will pay the weekly benefit shown in the **Schedule** for up to the number of weeks as shown in the **Schedule** starting from the date of an **accident**, less the **deferment period**).
6. **Temporary Partial Disability** (while an **insured person** continues to be disabled, **we** will pay the weekly benefit shown in the **Schedule** for up to the number of weeks as shown in the **Schedule** starting from the date of an **accident**, less the **deferment period**).

### Extra benefits

#### 7. **Medical expenses**

**We** will also pay any necessary **medical expenses you** have paid as a result of Insured Events 5 and 6 shown above.

The most **we** will pay under this benefit is 15% of any claim that **we** pay for that event.

An option is available, on payment of an additional premium, to include other permanent disabilities such as total loss of use of fingers, shoulder, elbow, toes, hip, knee and ankle.

Please refer to **your** broker for further details.

### Exclusions – what is not covered

The following exclusions apply to Section One: Personal **Accident** and are in addition to the General Exclusions contained in this policy wording.

**We** will not pay the following:

1. The sum insured for Insured Event 1 if the **bodily injury** does not lead to death within 52 weeks of an **accident**.
2. The sum insured for Insured Events 2 or 3 if the loss results in death within 52 weeks of an **accident**.
3. The sum insured for Insured Event 4 if the disability results in death within 52 weeks of an **accident**.

4. The **deferment period** of any claim under Insured Events 5 and 6 for each **insured person**.
5. Any claim under Insured Events 5 or 6 more than the number of weeks shown in the **Schedule** starting from the date of an **accident**.
6. For Insured Event 5, any amount over 65% of an **insured person's average weekly wage** before deductions.
7. For Insured Event 6, any amount over 40% of the maximum weekly benefit **we** pay under Insured Event 5.
8. Any claim for **medical expenses** if **you** or an **insured person** have cover for them under any other insurance.
9. Any amount over the **accident accumulation limit** shown in the **Schedule**.

### **Special conditions**

The following conditions apply to Section One: Personal **Accident** and are in addition to the General Conditions contained in this policy wording.

1. If Insured Event 1 is covered, this benefit will also be payable in the event of **your** disappearance. **We** will only provide this benefit if:
  - **your** body is not found within 52 weeks of **your** disappearance, and sufficient evidence is produced, satisfactory to us, that leads **us** inevitably to the conclusion that **you** have sustained **bodily injury** and that such injury has caused **your** death; and
  - the person or persons to whom such sum is paid sign an undertaking to refund such sum to **us** if **you** are subsequently found to be alive.
2. **We** will only pay for one Insured Event, other than any **medical expenses** that **we** have agreed to.
3. If **bodily injury** causes death (within 52 weeks of an **accident**) before **we** have paid any claim for loss or disability, **we** will only make a payment under Insured Event 1. **We** will not make any payment under any other Insured Event.
4. If **we** have made any payment for weekly benefit under Insured Events 5 or 6, **we** will deduct this amount from any fixed benefit **we** pay later for the same **accident**.

## SECTION TWO – ILLNESS

The following cover applies only if the **Schedule** shows that it is included.

This section only covers claims which fall within the definition of **illness**. It does not cover any claim caused or contributed to by **bodily injury**.

**We** will pay up to the sum insured shown in the **Schedule** if an **insured person** suffers an **illness**, the symptoms of which first appear during the **period of insurance**, which results in any one of the following Insured Events.

### Insured Events

1. **Loss of sight.**
2. **Permanent total disability** by paralysis only.
3. **Temporary total disability** (while the **insured person** continues to be disabled, **we** will pay the weekly benefit shown in the **Schedule** for up to the number of weeks shown in the **Schedule** from the first date of absence due to **illness**, less the **deferment period**).

### Extra benefits

4. **Medical expenses**

**We** will also pay any necessary **medical expenses you** have paid as a result of Insured Event 3 shown above.

The most **we** will pay under this benefit is 15% of any claim that **we** pay for that event.

### Exclusions – what is not covered

The following exclusions apply to Section Two: **illness** and are in addition to the General Exclusions contained in this policy wording.

**We** will not pay the following:

1. The sum insured for Insured Event 1 if the **loss of sight** results in death within 52 weeks of an illness.
2. The sum insured for Insured Event 2 if the **permanent total disability** results in death within 52 weeks of an **illness**.
3. The **deferment period** of any claim under Insured Event 3 for each **insured person**.
4. Any claim under Insured Event 3 more than the number of weeks shown in the **Schedule** from the date that the symptoms of an **illness** first appeared.
5. For Insured Event 3, any amount over 65% of an **insured person's average weekly wage** before deductions.
6. Any claim for **medical expenses** if **you** or an **insured person** have cover for them under any other insurance.
7. Any amount over the **accident accumulation limit** shown in the **Schedule**.

### Special conditions

The following conditions apply to Section One: Personal **Accident** and are in addition to the General Conditions contained in this policy wording.

1. **We** will only pay for one Insured Event, other than any **medical expenses** that **we** have agreed to.
2. If **we** have made any payment for weekly benefit under Insured Event 3, **we** will deduct this amount from any fixed benefit **we** pay later for the same **illness**.



## GENERAL EXCLUSIONS

The following exclusions apply to the whole of this insurance.

- A. This insurance does not cover death, loss, disability or expense directly or indirectly caused or contributed to by, resulting from or in connection with the following.
1. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
  2. The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials by any person(s) committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear.
  3. Nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.
  4. **You** or an **insured person** taking part in armed forces service or operations.
  5. **You** or an **insured person** flying, other than as a fare paying passenger.
  6. **You** or an **insured person** diving where breathing equipment is needed or used, rock climbing, mountaineering, potholing, hang-gliding, parachuting, hunting or racing (other than athletics or swimming).
  7. **Your** or an **insured person's** suicide, attempted suicide or intentional self-injury.
  8. **You** or an **insured person** having neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or any other mental or emotional diseases or disorders of any type.
  9. **You** or an **insured person** having a chronic pain syndrome including, but not limited to, Chronic or Complex Regional Pain Syndrome or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body).
  10. **You** or an **insured person** having a sexually transmitted disease, including Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or any related condition.
  11. **You** or an **insured person** taking part in a criminal act.
  12. **Your** or an **insured person's** deliberate exposure to exceptional danger (except in an attempt to save human life).
  13. **You** or an **insured person** being under the influence of alcohol or drugs.
  14. Any surgery or treatment which is not medically necessary, cosmetic surgery, the reversal of cosmetic surgery or any corrective treatment as a result of previous cosmetic surgery.

15. Any **pre-existing condition**.

- B. This insurance will not pay a benefit or any portion of a benefit for disablement arising from the interaction between **bodily injury** and another medical condition.
- C. **We** will not provide any cover for a claim which is in any way caused by, results from, any disease, or the fear or threat of any disease, which:
- Is notifiable to the government or a local authority under any law, order, act or statute; and/or
  - Is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organisation.
- D. **We** will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## GENERAL CONDITIONS

The following conditions apply to the whole of this insurance.

1. Claims under two sections

**We** will only pay a claim resulting from a single event under either Section One: Personal **Accident** or Section Two: **Illness**, but not both.

2. Reasonable care

Every **insured person**, including you, must do and agree to do all things reasonably practicable to avoid **bodily injury and illness**.

3. Claims

When a claim or possible claim arises, **you** or an **insured person** must:

- a) Notify the **claims administrator** as soon as possible.
- b) Obtain and act on advice from a registered medical practitioner and have any medical examination that **we** ask and pay for.
- c) **You** give **us** (at **your** or their own expense) any documents, information and evidence **we** need. **We** will only request information relevant to **your** claim.

If **you** or **insured person** dies, **we** will be entitled to ask for, at **our** expense, a postmortem examination.

When **we** pay a claim for Insured Event 5 or 6 of Section One: Personal **Accident**, or Insured Event 3 of Section Two: **Illness**, **we** will normally pay the total amount due to **you** at the end of **your** or the **insured person's** disability. **We** will consider paying the benefit each month in arrears (for the previous month) if **you** ask for this in writing and any **deferral period** has passed. **We** have the right to stop these payments at any time.

4. Fraudulent claims

- a) If **you** make a fraudulent claim under this insurance, we:
  - i) are not liable to pay the claim; and
  - ii) may recover (from you) any sums paid by **us** to **you** in respect of the claim; and
  - iii) may, by notice to you, treat the contract as having been terminated with effect from the time of the fraudulent act.
- b) If **we** exercise **our** right under clause a) iii) above:
  - i) **we** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
  - ii) **we** need not return any of the premiums paid.

- c) If a fraudulent claim is made by an **insured person** other than you, **we** may exercise the rights set out in clause a) above as if there were an individual insurance contract between **us** and the **insured person**. However, this not affect the cover provided under the contract for any other person.

#### 5. Cooling Off Period

If **you** decide not to proceed with this insurance, the policy may be cancelled, without giving reason, by giving cancellation instructions to **your** broker within 14 days of either:

- a) the date **you** receive **your** insurance documentation; or
- b) the start date of the **period of insurance**,

whichever is later.

If **you** cancel this insurance within the cooling off period then, provided **you** have not made a claim and no incidents have arisen which may result in a claim, **we** will refund in full any premium **you** have paid.

Please refer to clause 6. Below for information on cancelling this insurance outside the cooling off period.

#### 6. Cancellation

- a) Following the cooling-off period **you** can cancel this insurance at any time by contacting **your** broker.

If no claims have been reported and no incidents have arisen which could result in a claim during the current **period of insurance**, **you** will be entitled to a refund of the premium paid less a deduction for any time for which **You** have been covered. For example, if **you** have been covered for 6 (six) months, the deduction for the time **you** have been covered will be half of the annual premium.

If a claim payment has been made, a claim submitted or there has been an incident likely to give rise to a claim during the current **period of insurance**, there will be no refund of premium

- b) **We** can cancel this insurance by giving **you** 28 days' notice in writing where there is a valid reason for doing so. **We** will send **our** cancellation letter to the latest address **we** hold for **you** and set out the reason for cancellation in this letter.

Valid reasons include, but are not limited to:

- i) Where **we** have been unable to collect a premium payment. In this case **we** will contact **you** in writing to request payment by a specific date. If the payment is not received by this date, the policy will be cancelled (from this date). A letter will be issued to confirm that the cancellation has taken place.
- ii) Where **you** are required in accordance with the terms of this policy to co-operate with **us** and fail to do so in a way that materially affects **our** ability to process a claim or **our** ability to defend **our** interests.
- iii) Where **we** reasonably suspect fraud.
- iv) The use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

## LEGAL AND REGULATORY INFORMATION

1. General Data Protection Regulation “GDPR”

**You** must read the GDPR addendum attaching to and forming part of this Policy wording.

2. The Insurer

The Policy is underwritten by AXIS Specialty Europe SE.

AXIS Specialty Europe SE is registered in Ireland (Registration number 353402) at Mount Herbert Court, 34 Upper Mount Street, Dublin 2, Ireland. ASE is authorised by the Central Bank of Ireland and subject to limited regulation by the UK Financial Conduct Authority.

3. Law and Jurisdiction

This insurance will be governed exclusively by the law and practice of the Republic of Ireland and any disputes arising under, out of or in connection with this insurance will be exclusive subject to the jurisdiction of any competent court in the Republic of Ireland.

4. Sanctions

**We** will not provide cover and will not be liable to pay any claim or provide any benefit under this insurance to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5. Compensation Arrangements

AXIS Specialty Europe SE (ASE) is covered by the Insurance Compensation Fund (ICF). **You** may be entitled to compensation from the ICF if ASE is unable to meet its obligations to **you** under this insurance.

If **you** are entitled to compensation from the ICF, the level and extent of the compensation will depend on the nature of this insurance. This scheme is overseen by the Central Bank of Ireland and further information can be found on their website, [www.centralbank.ie](http://www.centralbank.ie)

## MAKING A CLAIM

If **you** need to make a claim, please check this policy wording and **your Schedule** to see if **you** are covered and contact the **claims administrator**:

Sedgwick Travel Claims

Merrion Hall

Strand Road

Sandymount

Dublin 4

Telephone Number: +353 1 261 1540

Fax Number: +353 (0) 1 661 5249

E-mail: travel@ie.sedgwick.com

**You** must report any claim as soon as possible.

## COMPLAINTS PROCEDURE

**We** aim to provide **you** with a high standard of service at all times, although **we** appreciate that there may be occasions where **you** feel it is necessary to make a complaint.

If **you** wish to make a complaint about any aspect of **your** insurance policy, please contact **us** at:

Tryggingamiðlun Íslands ehf.

Hlíðasmári 12

201 Kópavogur, Iceland

email: tmi@tmi.is

phone + 354 553 6688 (office hours 9.00 - 12.00 & 13.00 - 16.00, workdays)

**Your** complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. **You** will also be informed of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further. **You** will be provided with an update on the progress of the investigation of **your** complaint, in writing, within twenty business days of the complaint being made.

A decision on **your** complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 40 (forty) business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman

Lincoln House

Lincoln Place

Dublin 2

D02 VH29

Republic of Ireland

Tel: +353 1 567 7000

E-mail: info@fspoi.ie

Website: www.fspoi.ie

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights.

European Online Dispute Resolution Platform

If **you** arranged **your** policy with **us** online or through other electronic means, and have been unable to contract **us** either directly or through the Financial Services and Pensions Ombudsman, **you** may wish to register **your** complaint through the European Online Dispute Resolution platform: <http://ec.europa.eu/consumers/odr/>. **Your** complaint will then be re-directed to the Financial Services and Pensions Ombudsman and to **us** to resolve. There may be a short delay before **we** receive it.

## **CYBER RISKS ENDORSEMENT**

Any benefits for **Bodily Injury** caused by or arising out of a Cyber Act or a Cyber Incident are payable, subject to the terms, conditions, limitations and exclusions of this policy.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

- 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.