



Optis Personal Accident Insurance

Certificate of Insurance

This contract of insurance is insured by Lloyd's Insurance Company S.A.

This Certificate is issued by the Coverholder identified within this Certificate in accordance with the authorisation granted to the Coverholder under the Coverholder Appointment Agreement with the Unique Market Reference stated within this Certificate.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (*société anonyme / naamloze vennootschap*) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be.

Website address: www.lloyds.com/brussels E-mail: enquiries.lloydsbrussels@lloyds.com

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

In consideration of the payment of the premium specified herein, Lloyd's Insurance Company S.A. (hereafter referred to as The Company) are hereby bound to insure the person(s) shown in the Schedule for the Benefits herein.

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GENERAL DEFINITIONS

Throughout this Certificate and attaching Schedule and Endorsements, all words in bold type shall have the following meaning.

“**ACCIDENT**” means a sudden, unexpected, unusual, specific event, which is external to the body and occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the **Insured Person** is travelling.

Accident shall also include disappearance. If the **Insured Person** is not found within 90 days of disappearing, and sufficient evidence is produced satisfactory to The Company that leads them inevitably to the conclusion that the **Insured Person** has sustained **Bodily Injury** and that such injury caused their death, The Company shall pay the death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to The Company if the **Insured Person** is subsequently found to be living.

“**ACCUMULATION LIMIT**” means the maximum amount payable by The Company under this Insurance due to a sudden, unexpected, unusual and specific event occurring at an identifiable time and place.

The duration and extent of such event shall be limited to 72 consecutive hours and within a 10-mile radius.

“**ASSURED**” means the company, organisation or individual shown within the Schedule.

“**BODILY INJURY**” means identifiable physical injury which: -

- a) Is sustained by the **Insured Person** and
- b) Is caused by an **Accident** during the Period of Insurance and
- c) Solely and independently of any other cause, except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured Person** within twelve months from the date of the **Accident**.

“**COUNTRY OF DOMICILE**” means the country in which the **Insured Person** normally resides.

“**INSURED PERSON**” means the person(s) shown within the Schedule.

“**IRELAND**” means the Republic of Ireland.

In respect of persons not resident in **Ireland** reference to **Ireland** is amended to read “**Country of Domicile**”.

“**MEDICAL EXPENSES**” means expenses properly incurred by the **Insured Person** for Medical, Hospital, Surgical, Manipulative, Massage, Therapeutic, X-ray or Nursing treatment, including the cost of medical supplies and ambulance hire.

“**SUM INSURED**” means the limit of Underwriters liability, as shown in the Schedule and any attaching endorsement.

“**TERRORISM**” means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

The Company will pay the **Sum Insured** to the **Insured Person**, or their Executors or Administrators, in accordance with the following Schedule of Compensation in the event of the **Insured Person** sustaining **Bodily Injury**, subject to the terms, Definitions, Exclusions and Conditions, contained in this Certificate, listed in the Schedule or as amended by any Endorsement attaching to the Schedule.

If however an **Assured** is named in the Schedule, The Company will pay the **Assured** and not the **Insured Person**.

This Certificate insures only those items which have a **Sum Insured** entered by them in the Schedule. Items not insured have the words "NOT COVERED" by them.

Section 1 - Death and Capital Benefits

SCHEDULE OF COMPENSATION

Compensation payable in respect of **Bodily Injury**

The following items only cover claims which fall within the definition of **Bodily Injury**.

The Company will pay the **Sum Insured** shown in the Schedule if the **Insured Person** suffers **Bodily Injury** during the Period of Insurance which causes their:

- 1 Death
- 2 **Loss of Sight** of One or Both Eyes
- 3 **Loss of One or More Limbs**
- 4 Permanent Total Loss of Speech
- 5 **Loss of Hearing** a) In One Ear
 b) In Both Ears
- 6 **Permanent Total Disablement**
(other than **Loss of Sight, Limb, Speech or Hearing**)

ADDITIONAL DEFINITIONS APPLICABLE TO SECTION 1 ONLY

"**LOSS OF HEARING**" means the permanent, total and irrecoverable loss of hearing resulting in the **Insured Person** being unable to hear sounds quieter than 90 decibels across frequencies between 500Hz and 3,000 Hz when tested by a qualified audiologist.

"**LOSS OF LIMB**" means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm or leg.

"**LOSS OF SIGHT**" means the permanent and total loss of sight which shall be considered to have happened: -

- a) In both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist, or
- b) In one eye if, after correction, the degree of sight the **Insured Person** has left is 3/60 or less on the Snellen scale.

"**PERMANENT TOTAL DISABLEMENT**" means disablement which entirely prevents the **Insured Person** from attending to the duties of their usual business or occupation and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

Section 2 – Loss Of Earnings Indemnity

SCHEDULE OF COMPENSATION

Indemnity payable in respect of **Bodily Injury**

The following item only covers claims which fall within the definition of **Bodily Injury**.

The Company will pay the **Insured Person's Loss of Earnings** or the **Sum Insured** shown in the Schedule, whichever is less, if the **Insured Person** suffers **Bodily Injury** during the Period of Insurance which causes their:

1. **Loss of Earnings**

EXTENSION TO COVER: MEDICAL EXPENSES

In the event of a valid claim under Section 2, The Company will pay **Medical Expenses** incurred up to 15% of the claim admitted subject to a maximum limit of EUR 15,000.

The Company will only pay expenses incurred within 2 years of the date of the **Accident**.

If the **Assured** or **Insured Person** are able to recover **Medical Expenses** under any other insurance, The Company's liability shall be limited to the difference between such recovery and the total cost of **Medical Expenses** incurred (see Subrogation in the Conditions).

If the **Insured Person's Country of Domicile** is outside **Ireland**, this Extension may not apply (see Exclusion 13).

ADDITIONAL DEFINITIONS APPLICABLE TO SECTION 2 ONLY

"BENEFIT PERIOD" means the maximum (but not necessarily consecutive) period for which **Loss Of Earnings** is payable, after deduction of the **Excess Period**.

In any circumstance, the **Benefit Period** will cease after 156 weeks from expiry of the **Excess Period**.

"EXCESS PERIOD" means the period at the commencement of each **Benefit Period** during which the **Sum Insured** is not payable.

"LOSS OF EARNINGS" means the actual reduction to the **Insured Person's Net Weekly Earnings** due to the disablement of the **Insured Person** (in accordance with the Schedule of Compensation) and where:

- a) Such disablement results in the **Insured Person** being unable to attend to part or all of the usual duties of their occupation (as shown in the Schedule), and
- b) The reduction in **Net Weekly Earnings** is irrecoverable from any other insurance, compensation scheme or government programme.

The maximum amount payable will be the **Insured Person's Net Weekly Earnings** or the **Sum Insured** shown in the Schedule, whichever is the lesser.

If the **Insured Person** has a permanent contract of employment whereby they are paid an annual gross basic salary:

"NET WEEKLY EARNINGS" shall mean 1/52nd of the **Insured Person's** annual gross basic salary on the date that **Bodily Injury** or **Illness** occurs, less Income Tax, National Insurance (or equivalent) and any deductions normally taken.

This amount shall exclude remuneration received in respect of bonuses, commission or overtime.

If the **Insured Person** has a temporary contract of employment that does not provide an annual gross basic salary or is a sole trader rather than a limited or public company:

"NET WEEKLY EARNINGS" shall mean the average of the **Insured Person's** taxable earnings for the thirteen weeks immediately preceding the date that **Bodily Injury** or **Illness** occurs, less Income Tax and National Insurance. In addition, where applicable, payment will include fixed, regular costs that were contracted to be paid by the **Insured Person's** business prior to the date that **Bodily Injury** or **Illness** occurred.

PROVIDED ALWAYS THAT:-

1. (a) Payment shall not be made under more than one of the items of the Schedules of Compensation in respect of the consequences of one **Accident**,
 - (b) No **Loss Of Earnings** payment shall be made until the total amount thereof has been ascertained and agreed by The Company. If, nevertheless, **Loss Of Earnings** are paid, the amount so paid shall be deducted from any lump sum becoming claimable under Section 1 in respect of the same **Accident**, and
 - (c) Any **Loss of Earnings** payments shall be offset by any other payments made to the **Insured Person**, from the date that **Bodily Injury** occurs, by someone other than The Company in respect of the **Insured Person's** occupation (as shown in the Schedule)
2. The total sum payable under this Certificate in respect of any one and all claims shall not exceed in all during the Period of Insurance the largest amount of benefit payable under any one of the items contained in the Schedules of Compensation under Section 1 or Section 2 or added to this Certificate by endorsement, except that The Company will in addition pay **Medical Expenses** as provided herein.
 3. If an **Accident** causes the death of the **Insured Person**, but Section 1, Item 1 – death, is not covered, then the only claims The Company will be liable for are **Loss Of Earnings** and **Medical Expenses** until such time of death.
 4. If Section 1, Item 1 – death, is covered and an **Accident** causes the death of the **Insured Person** within twelve months following the date of the **Accident** and prior to the definite settlement of the compensation for disablement provided for under Section 1, Items 2 to 6 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.
 5. Any claim payments for **Loss Of Earnings** and **Medical Expenses** will cease upon the death of the **Insured Person**.

EXCLUSIONS

This Certificate does not cover claims in any way caused or contributed to by: -

1. The **Insured Person** whilst engaged in or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
2. The **Insured Person** whilst engaged in or taking part in aeronautics or aviation, other than as a passenger.
3. The **Insured Person** whilst engaged in or taking part in mountaineering or rock climbing normally involving ropes and/or guide ropes.
4. The **Insured Person** whilst riding or driving in any kind of race.
5. The **Insured Person's** intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or from the **Insured Person's** own criminal act, or whilst engaged in or taking part in civil commotions or riots of any kind.
6. War, whether war be declared or not, invasion or civil war; except whilst the **Insured Person** is travelling outside **Ireland**, however this exception shall not apply where the **Insured Person** is taking an active part in such war, invasion or civil war.
7. **Terrorism** involving the actual or threatened use of pathogenic or poisonous biological or chemical materials.
8. The **Insured Person** being in a state of insanity, whether temporary or otherwise.
9. Any claim arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of the **Insured Person**, including anxiety, stress, depression and/or post-traumatic stress disorder.
10. Nuclear reaction, nuclear radiation or radioactive contamination.
11. Physical or mental conditions or disabilities of a recurring or chronic nature from which an **Insured Person** suffered, and was known to suffer, prior to the commencement of this Certificate, or prior to the date of addition to this Certificate, whichever is the later.

Continued/...

EXCLUSIONS (continued)

12. The Company will not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose them 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.
13. The Company will not be liable to pay any claim or benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene local laws or regulations.
14. Any claim for disablement arising from the interaction between **Bodily Injury** and another medical condition, whether diagnosed or not.

CYBER INCIDENT CLAUSE

Any benefits for **Bodily Injury** accidentally caused by the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device) are payable subject to the terms, limitations and exclusions of this Insurance.

However, The Company will not pay any benefits for **Bodily Injury** arising from the above that are caused by a deliberate, unauthorized, malicious or criminal act.

CONDITIONS PRECEDENT

Information Given To The Company

In deciding to accept this Insurance and in setting the terms and premium, The Company has relied on the Statement of Fact which has been signed and agreed by the **Insured Person**.

If it is established that the **Insured Person** deliberately signed the Statement of Fact knowing it to be untrue, The Company will treat this Insurance as if it never existed and decline all claims.

If it is established that the **Insured Person** signed the Statement of Fact knowing that their circumstances might change, The Company will: -

- Treat this Insurance as if it had never existed and refuse to pay all claims and return the premium paid. This will only happen if The Company provided insurance cover which would not otherwise have been offered, or
- Amend the terms of this Insurance. The Company will apply these amended terms as if they were already in place if a claim has been adversely impacted by the **Insured Person's** carelessness, or
- Charge the **Insured Person** more for this Insurance or reduce the amount The Company pay on a claim in the proportion the premium paid bears to the premium which The Company would have charged.

The Company or the Agent shown in the Schedule will write to the **Insured Person** if any of these actions are taken.

GENERAL CONDITIONS

Other Occupations

If the **Insured Person** shall engage in any occupation in which greater risk may be incurred than in the occupation disclosed in this Certificate without first notifying The Company and obtaining their written agreement to the amendment of this Certificate (subject to the payment of such reasonable additional premium as The Company may require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** arising out of or in the course of such occupation.

Claims Notification

Notice must be sent to the Claims Administrators as soon as practicable of any **Accident** to the **Insured Person**. See page 8 for details of the Claims Administrators.

Medical Examinations

In no case will The Company be liable to pay compensation to the **Insured Person** or to their representatives unless the medical adviser or advisers appointed by The Company shall be allowed so often as may be deemed necessary to make an examination of the person of the **Insured Person**.

Cancellation Of This Insurance

If the Period of Insurance is less than 3 months and/or cover has been purchased to insure a specific event/activity: -

- The **Insured Person** can cancel this Insurance from inception and receive a full refund of premium and tax if the Certificate and Schedule is returned to the Agent shown in the Schedule within 14 days of receipt or prior to the trip commencing or the activity taking place, whichever the earlier.
- There will be no refund after this time or if a claim is made.

If the Period of Insurance is 3 months or longer: -

- The **Insured Person** can cancel this Insurance from inception and receive a full refund of premium and tax if the Certificate and Schedule is returned to the Agent shown in the Schedule within 14 days of receipt.
- There will be no refund after this time or if a claim is made. However should the **Insured Person** believe that there are legitimate reasons to have cancelled mid-term, then they may request a refund and this will be considered at The Company's discretion.

Fraudulent Claims

If the **Insured Person**, or anyone acting on their behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, which is unknown to the **Assured** (if there is an **Assured**), the insurance will become invalid in respect of that **Insured Person**. This means The Company will not pay the false or fraudulent claim, or any subsequent claim, in respect of that **Insured Person**.

If the **Assured**, or anyone acting on the **Assured's** behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, the whole insurance will become invalid. This means The Company will not pay the false or fraudulent claim, or any subsequent claim, in respect of the **Assured** and all **Insured Persons**.

Accumulation Limit

In the event of an **Accident** involving more than one **Insured Person** and where the claim exceeds the **Accumulation Limit** shown in the Schedule, the compensation payable in respect of each **Insured Person** shall be proportionately reduced until the total does not exceed that limit.

Subrogation

The Company will be subrogated to all the **Insured Person's** rights of recovery against any person or organisation for any claim paid or payable under this Certificate up to the limit of The Company's liability in respect of such claim. The **Insured Person** shall give all such information and assistance as The Company may require to secure such rights.

Non Payment of Premium

If the premium has not been paid to the Agent specified in the Schedule within the payment terms agreed between the **Insured Person** and the Agent, then The Company reserve the right to cancel this Insurance from inception as though cover was not taken up. The Company or the Agent shown in the Schedule will write to the **Insured Person** if this action is taken.

This does not affect your statutory rights.

If there is an **Assured** named in the Schedule, these Conditions shall also apply to **Assured**.

Claims Administrators

All claims should be notified to: -

Accident & Health Claims Services LLP
7-8 Ducketts Wharf
South Street
Bishops Stortford
Hertfordshire CM23 3AR
United Kingdom

Tel: +44 (0) 1279 713 860
email: claims@ahclaimsservices.com

Accident & Health Claims Services LLP have internal complaints handling procedures, which are available upon request.

Notice to the Assured / Insured Person

It is agreed that this Insurance shall be governed exclusively by the law and practice of Ireland, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Ireland.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to its care of

Eamonn Egan, Country Manager for Ireland, Lloyd's Ireland Representative Ltd, 7/8 Wilton Terrace, Dublin 2.

Who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

LBS0006
01/01/2019

Complaints Notice

Complaint handling arrangements

Any complaint should be addressed to:

Service Manager, Operations Team, Lloyd's Insurance Company S.A.

Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium

Tel: +32 (0)2 227 39 39; E-mail: enquiries.lloydsbrussels@lloyds.com

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 6 567 7000; E-mail: info@fspoi.ie; Website: www.fspoi.ie

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

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.

LBS0027

01/01/2019

Amendments to this Certificate

Should the **Insured Person** (or **Assured**, if named in the Schedule) wish to amend this Insurance, notification of such amendment should be given to the Agent shown in the Schedule.

Are there charges for cancellation or amendment?

There may be a charge payable to the Agent shown in the Schedule for cancelling or amending the Certificate.

If a charge is payable the amount will be advised to you by the Agent at the time of the notification.

Data Protection Clause

The **Assured** and/or **Insured Persons** should understand that any information about them will be processed by The Company in compliance with the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018 (and any successor legislation) for the purposes of providing insurance and handling any claims or complaints, if any, which may necessitate providing such information to other parties.

Your Privacy Notice

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Brussels") found in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

In certain circumstances, we need your consent to process certain categories of information about you (including special categories of personal data details as mentioned above). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). Nevertheless, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared and used by a number of third parties in the insurance sector (both inside and outside Belgium, and inside and outside the EU). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

Other people's details you provide to us

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this short form privacy notice is provided to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website <https://www.lloydsbrussels.com> or in other formats on request.

Complaints, contacting us and the regulator, and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice, please contact us or go to the Privacy section of our website <https://www.lloydsbrussels.com> where we have full details. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance and whose details are shown in the attaching Schedule.

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

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