

Personal Accident Insurance

Group Accident



This is your Personal Accident Insurance policy document.
If you have any questions about these documents, please contact your insurance broker or intermediary who will be pleased to help you.

Please carefully read this Policy, and if it is incorrect, return it to the Insurance Intermediary immediately for alteration.

IMPORTANT CONTACT INFORMATION

The Insurance Cover to which this document relates was granted by the holder of a binding authority in Ireland from Lloyd's Insurance Company S.A for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936.

The holder of this binding authority is:

Name: Brady Underwriting
Address: Insurance House,
Main Street,
Carrick on Shannon,
Co. Leitrim
Tel No: 0818 919101

who, in conjunction with Lloyd's Ireland Representative Limited, has all the powers required of him under the Insurance Acts and Regulations.

Lloyd's Insurance Company S.A. branch address in Ireland is:

Lloyd's Ireland Representative Limited
7/8 Wilton Terrace
Dublin 2
Ireland
Tel: +353 1 6 441 000
Email: LloydsIreland@lloyds.com

Without prejudice to the generality of the foregoing, the Underwriters hereon agree that:

- (i) This contract of insurance is subject to the laws of the Republic of Ireland, in the event of a dispute arising under it, Underwriters will submit to the jurisdiction of any competent court in the Republic of Ireland; such dispute shall be determined in accordance with the law and practice applicable in such court;
- (ii) Any Summons, Notice or Process shall be served upon Lloyd's Ireland Representative Limited at the address stated above.

GLOBAL BUSINESS PROTECTOR

Group Personal Accident Policy wording

IMPORTANT NOTES:

This Policy (which includes all endorsements attached to it) is only valid when issued in conjunction with a numbered, signed and dated **Schedule**.

Please read this Policy and attaching **Schedule** very carefully. **Underwriters** are relying upon the information the **Insured** provides to **Underwriters**, either directly or through the **Insured's Insurance Intermediary**, in deciding whether to provide the **Insured** with this **Policy** and on what terms and at what premium. If there are any errors or the coverage or benefits provided do not meet the **Insured's** requirements, the **Insured** should return it immediately to the **Insurance Intermediary** who sold the **Insured** the Policy originally.

If the information the **Insured** has provided **Underwriters** is inaccurate, and **Underwriters** establish that the **Insured** deliberately or recklessly provided **Underwriters** with false or misleading information, then **Underwriters** may treat this **Policy** as if it never existed and decline all claims. If **Underwriters** establish that the **Insured** carelessly provided **Underwriters** with false or misleading information, then the cover and benefits under this **Policy** could be affected and **Underwriters** might, for example:

- Treat this **Policy** as if it never existed and return the **Insured's** premium paid; or
- Cancel the **Insured's Policy** and refuse to pay any claim; or
- Revise the premium; or
- Charge an additional premium or not pay a claim in full.

CONDITIONS PRECEDENT - FAILURE TO COMPLY WITH POLICY CONDITIONS WILL AFFECT THE INSURED OR INSURED PERSON'S ABILITY TO CLAIM UNDER THIS POLICY

It is a condition before there is any liability of **Underwriters** under this Policy that the **Insured** or **Insured Person** shall at all times comply with the following Conditions Precedent:

- **Age Conditions** – applicable to Section 1, Personal Accident:

To be covered under Section 1, Personal Accident, the **Insured Person** must be under the age of 65 years at the time the **Period of Insurance** commences or the effective date of the **Insured Person's** inclusion in the Policy whichever is later; and

- **Residency Conditions** – applicable to Section 1, Personal Accident:

To be covered under Section 1, Personal Accident, the **Insured Person** must be permanently resident in the Republic of Ireland at the time the **Period of Insurance** commences or the effective date of the **Insured Person's** inclusion in the Policy whichever is later.

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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IMPORTANT CONTACT DETAILS

CLAIMS CORRESPONDENCE AND NOTIFICATION

The **Insured Person** must place themselves under the care of a duly qualified **Medical Practitioner** as soon as reasonably possible. **The Insured** or **Insured Person** should notify the claim as soon as practicable but no later than ninety (90) days after an **Injury** to **Underwriters'** Claims Department, at the following address:

Claims Department
Brady Underwriting
Insurance House
Main Street
Co Leitrim
N41 R7T8

Telephone : 0818 919101

Email: claims@bradyunderwriting.ie

A claim form will be sent once contact is made.

The following initial information should be disclosed:

1. The **Insured Person's** name.
2. The Policy Number (if known).
3. The name of the **Insured Person's** employer, company or organisation.
4. The telephone, Email address or facsimile number on which an **Insured Person** or the **Insured** or their representatives can be reached.
5. Brief details of the claim to be made.

If the **Insured** or the **Insured Person** encounters any issues with this process the **Insured** or **Insured Person** should contact the **Insurance Intermediary** who sold the **Insured** the Policy (whose details will appear on correspondence sent to the **Insured**). The **Insurance Intermediary** will be able to assist the **Insured** or the **Insured Person** with making the claim and any further issues that may arise.

CLAIMS CO-OPERATION

The **Insured** and **Insured Person** shall in a timely fashion and within any time period specified by **Underwriters** provide assistance and co-operate with Underwriters or their representatives, in obtaining any other records **Underwriters** deem necessary to evaluate the incident or claim. In no instance shall **Underwriters** be liable to pay any claim hereunder unless the **Insured** and/or an **Insured Person** co-operates with **Underwriters** and/or their representatives in the investigation of the incident or claim.

PRIVACY NOTICE

WHO UNDERWRITERS ARE

Underwriters are Lloyd's Insurance Company S.A. identified in the contract of insurance and/or in the certificate of insurance.

BASIC INFORMATION

Underwriters collect and use relevant information about the **Insured** and **Insured Persons** to provide the **Insured** with insurance cover or the insurance cover that benefits the **Insured Persons** and to meet **Underwriters'** legal obligations.

This information includes details such as an **Insured** or **Insured Person's** name and any other information that **Underwriters** collect about the **Insured** or **Insured Person** in connection with the insurance cover from which the **Insured** or **Insured Persons** benefit.

In certain circumstances, **Underwriters** may need the **Insured** or **Insured Person's** consent to process certain categories of information about them. Where **Underwriters** need the **Insured** or **Insured Person's** consent, **Underwriters** will ask the **Insured** for it separately. The **Insured** or **Insured Person** does not have to give their consent and the **Insured** or **Insured Person** may withdraw their 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). However, if the **Insured** or **Insured Person** does not give their consent, or the **Insured** or **Insured Person** withdraws their consent, this may affect **Underwriters'** ability to provide the insurance cover from which the **Insured** or **Insured Persons** benefit and may prevent **Underwriters** from providing cover for the **Insured** or **Insured Persons** or handling any claims.

The way insurance works means that the **Insured's** information may be shared with, and used by, a number of third parties in the insurance sector 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. **Underwriters** will only disclose the **Insured's** personal information in connection with the insurance cover that **Underwriters** provide and to the extent required or permitted by law.

OTHER PEOPLE'S DETAILS THE INSURED PROVIDES TO UNDERWRITERS

Where the **Insured** provides **Underwriters** or the **Insured's** agent or broker with details about other people, the **Insured** must provide this notice to them.

WANT MORE DETAILS?

For more information about how **Underwriter's** use the **Insured** and **Insured Person's** personal information please see **Underwriters** full privacy notice, which is available in the Privacy section of their website www.lloyds.com/news-and-risk-insight/lloyds-subsidiary-in-brussels or in other formats on request.

For more information about how Brady Underwriting use the **Insured** and **Insured Person's** personal information please see their full privacy notice(s), which is available online on their website or in other formats on request.

Website www.bradyunderwriting.ie/privacy/

Brady Underwriting will also share The **Insured** and **Insured Person's** personal information with **Underwriters**.

CONTACT DETAILS

The **Insured** and **Insured Person** have rights in relation to the information **Underwriters** and Brady Underwriting hold about them, including the right to access their information. If the **Insured** or **Insured Person** wish to exercise their rights, discuss how **Underwriters** and Brady Underwriting use their information or request a copy of their full privacy notice(s), please contact Brady Underwriting at:

Brady Underwriting,
Insurance House,
Main Street,
Carrick on Shannon, Co. Leitrim

Tel No: 0818 919101

The **Insured** or **Insured Persons** also have the right to lodge a complaint with their supervisory authority, but **Underwriters** encourage you to contact **Underwriters** or Brady Underwriting in the first instance.

CHOICE OF LAW

This contract is written in English and all communications about it will be in English. Unless **Underwriters** have agreed otherwise, the law applying to this contract is Irish law. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of the Republic of Ireland and subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

FINANCIAL SERVICES COMPENSATION SCHEME

The **Underwriters** are covered by the Financial Services Compensation Scheme. The **Insured** may be entitled to compensation from the Scheme if the **Underwriters** are unable to meet our obligations to the **Insured** under this insurance. If the **Insured** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

Signed by Brady Underwriting for and on behalf of Lloyd's Insurance Company S.A .

A handwritten signature in cursive script that reads "Jane Brady".

Brady Underwriting

COOLING-OFF PERIOD AND CANCELLATION

If this **Policy** does not meet the **Insured's** requirements and the **Insured** wishes to cancel this insurance, the **Insured** must notify the **Insured's Insurance Intermediary** who arranged this **Policy** for the **Insured** within the Cooling-Off Period, which is fourteen (14) working days from the commencement of the **Period of Insurance** specified in the **Insurance Schedule** or within fourteen (14) working days from receipt of the **Policy** documents from the **Insured's Insurance Intermediary**, whichever time period is later.

If the **Insured** or **Insured Person** has not made a claim during this Cooling-Off Period, the **Underwriters** will refund the premium the **Insured** has paid to the **Underwriters** in full to the **Insured** via the **Insured's Insurance Intermediary**. Please contact the **Insurance Intermediary** to obtain this refund. Their address and telephone number will appear on their correspondence to the **Insured**.

The **Underwriters** may cancel this **Policy** or any cover hereunder by giving thirty (30) days written notice to the **Insured** at their last known address and in such event the premium shall be calculated for the period up to the date when the cancellation takes effect and the **Underwriters** shall return any unearned portion of the premium paid.

After the Cooling-Off Period, the **Insured** may cancel this **Policy** by giving thirty (30) days written notice to the **Underwriters**. In this event, provided that no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this **Policy**, the return premium to be calculated will be based upon the period of cover the **Insured**. Where the premium paid is more than EUR 2,000 excluding Taxes, there will be a minimum charge of EUR 250. In addition, the cancellation and processing of the **Policy** after the Cooling-Off Period will carry a minimum administration charge of EUR 25 to Brady Underwriting irrespective of the original premium charged.

An **Insured Person** has no rights of cancellation under this **Policy**, nor any right to a premium refund.

GENERAL DEFINITIONS

Certain words (in bold italic print below) have the specific meaning defined wherever they appear in this **Policy**, **Schedule** or endorsements.

ANNUAL SALARY

The total gross basic annual salary excluding payments for commission, bonus or overtime payable by the **Insured** to the **Insured Person** at the date that an **Injury** occurs. For **Insured Persons** paid weekly **Annual Salary** will be calculated by taking the average gross basic weekly salary of the **Insured Person** for the thirteen weeks prior to the **Injury** and multiplying this amount by fifty-two.

BENEFIT PERIOD

The maximum period from the date of **Temporary Total Disablement** for which a **Disability Income** benefit is payable. This period commences at the end of the **Deferment Period** (if any).

BURNS

Full thickness, third degree burns resulting in a permanent scar.

CHILD OR CHILDREN

A dependent child up to the age of 18 years or up to the age of 25 years if in full time education.

COMA

A continuous unconscious state.

CONVALESCENCE

A period of recuperation on the orders of a Medical Practitioner after release from Hospital following Hospitalisation of at least seven (7) nights.

CYBER ACT

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

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 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**.

DANGEROUS ACTIVITY

1. Activities relating to horse-riding

2. Hunting or shooting
3. Martial arts, boxing, wrestling or judo
4. Motor sports, rallies or competitions
5. Motorcycling (including motor tri-cycling and motor quadric-cycling), whether as a rider or as a passenger, unless the
6. **Insured Person** is on a public highway, and wearing a crash helmet and the rider has the appropriate licence
7. Mountaineering, abseiling or rock climbing when ropes or guides need to be used
8. Organised team football (including American, Australian and Association football)
9. Ice hockey, hockey, lacrosse, hurling, camogie, shinty or rugby
10. Parachuting, parasailing or parascending
11. Pot-holing
12. Professional sport of any kind
13. Speedboating or powerboating in a vessel that can reach speeds of more than 20 knots
14. Yachting
15. Racing (other than on foot or while swimming)
16. Rafting, canoeing or kayaking in white-water rapids
17. Swimming at a depth of 30 metres or more, swimming using breathing apparatus other than a snorkel (unless the **Insured Person** is a qualified diver accompanied by a fellow qualified diver or are unqualified but accompanied by a qualified instructor)
18. Waterskiing
19. **Winter Sports**

DEFERMENT PERIOD

The period prior to the commencement of the **Benefit Period** during which no benefit is payable.

DISABILITY OR DISABLEMENT

The **Insured Person's** complete or partial physical inability to attend to their usual business or occupation on a temporary or permanent basis as determined by a Medical Practitioner which results solely and independently of any other cause from an **Injury**

DISABILITY INCOME

The benefit payable for **Temporary Total Disablement** suffered by an Insured Person

EMPLOYEE

Any person under a contract of employment, service or apprenticeship with the **Insured**.

EVENT

All individual losses arising out of and directly occasioned by one sudden, unexpected, unusual, specific event occurring at an identifiable time and place as stated in the **Schedule**.

The duration and extent of any **Event** shall be limited to twenty-four (24) consecutive hours and within a 10 mile radius for any **Event** hereunder, and no individual loss which occurs outside such period and/or radius shall be included in that **Event**.

The **Insured** or the **Insured Person** may choose the date and time when such period of consecutive hours commences and also the specific 10 mile radius determining an **Event**. If any **Event** is of greater duration than the above period the **Insured** or the **Insured Person** may divide that **Event** into two or more **Events** provided that no two periods overlap and provided no period commences earlier than the date and time of the **Insured** or **Insured Person's** first recorded individual loss arising out of the **Event**.

EXCESS

The first amount of each and every claim that the **Insured** or **Insured Person** shall pay and for which the **Underwriters** shall not be liable.

FRACTURE

A complete or incomplete break in a bone specified above resulting from the application of excessive force.

HEMIPLEGIA

Permanent **Paralysis** in one vertical half of a patient's body.

HOME

Any house, flat, or mobile/park home of an Insured Person, which is their main permanent resident in Usual Country of Domicile.

HOSPITAL

An institution which:

1. has permanent full-time facilities caring for patients overnight; and
2. has facilities for the diagnosis and medical and surgical treatment by **Medical Practitioners**; and
3. provides twenty-four (24) hour nursing services supervised by Registered General Nurses or nurses with similar recognised qualifications; and
4. is not intended to be a mental institution, nursing home, hospice, convalescent home or residential care home as defined under the Registered Care Homes Act 1984.

HOSPITALISATION

An overnight stay in a **Hospital** as an in-patient, such stay being certified as necessary by a **Medical Practitioner**.

INJURY

An injury resulting from an accident caused by violent, external and visible means, occurring solely and directly and independently of any other cause and which occurs at an identifiable time and place.

INSURANCE INTERMEDIARY

The broker who arranged and concluded this contract of insurance for the **Insured**

INSURED

The **Insured** as stated in the **Schedule**.

INSURED PERSON

Any **Employee** covered by this Policy as stated in the **Schedule**.

LOSS OF ENJOYMENT OF LIFE

An **Injury** to an **Insured Person** which is confirmed by the **Insured's Medical Practitioner** as necessitating the assistance of another person or a mechanical device to undertake two or more of the following activities on behalf of the **Insured Person** for the remainder of the **Insured Person's** life:

1. dressing and undressing; or
2. washing, bathing and toileting; or
3. eating and drinking; or
4. general household duties, shopping and driving.

LOSS OF HEARING

Permanent total and irrecoverable loss of hearing in one or both ears shall be considered as having occurred:

1. in both ears, if an **Insured Person** is declared totally deaf on the authority of a registered qualified audiology specialist and is without hope or prospect of improvement; or
2. in one ear, if the degree of hearing loss is more than 90% and is without hope or prospect of improvement.

LOSS OF LIMB OR LIMBS

Permanent and complete loss of or loss of use of a limb or limbs at or above the knee or wrist.

LOSS OF SIGHT

Permanent and total loss of sight shall be considered as having occurred:

1. in both eyes, if an **Insured Person's** name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist and is without hope or prospect of improvement; or
2. in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope or prospect of improvement.

LOSS OF SPEECH

Permanent total and irrecoverable loss of speech shall be considered as having occurred if an **Insured Person** is declared totally unable to communicate by voice on the authority of a registered qualified **Medical Practitioner** and/or a registered qualified speech therapist and is without hope or prospect of improvement.

MEDICAL EXPENSES

Reasonable medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire as deemed necessary by a **Medical Practitioner** and as direct result of sustaining an **Injury** resulting in a valid claim under benefits 1.2 to 1.6 shown on the **Schedule**.

MEDICAL PRACTITIONER

Any suitably qualified **Medical Practitioner** registered by the Medical Council (<https://medicalcouncil.ie/>); or in respect of dental treatment only, a dental practitioner who is registered with the Irish Dental Association (or foreign equivalent); other than:

1. an **Insured Person**.
2. a member of the immediate family of the **Insured Person**.
3. an **Employee** of the **Insured**.

OPERATIVE TIME

The period of time applicable to each section of cover during which the **Insured** is covered by the terms and conditions of this Policy.

OSTEOPOROSIS

The thinning of the bone out of proportion to age.

PARAPLEGIA

Permanent and total **Paralysis** of the two lower limbs bladder and rectum.

PARALYSIS

The loss or impairment of voluntary movement in a body part(s), caused by an event, or disease of the nerves, brain or spinal cord resulting in **Permanent Total Disablement**

PARTNER

The spouse, cohabitant or civil partner of an **Insured Person**.

PERIOD OF INSURANCE

The period shown in the **Schedule** or subsequently amended by endorsement.

PERMANENT TOTAL DISABLEMENT

Disability or Disablement caused other than by **Loss of Limb or Sight or Speech or Hearing**, which prevents the **Insured Person** from engaging totally in their usual occupation with the **Insured** for a period of twelve (12) consecutive months, and at the end of that period being without hope or prospect of improvement.

QUADRIPLÉGIA

Permanent and entire **Paralysis** of both legs and both arms.

RADIATION

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement, or death of people or animals.

SCHEDULE

The document attached to and forming part of the Policy showing details of the cover the **Insured** has purchased which are specific to them and to any **Insured Person(s)**.

SPECTACLES

Prescribed eyewear by a qualified optician including the frames and lenses.

TEMPORARY TOTAL DISABLEMENT

A temporary **Disability or Disablement**, which entirely prevents the Insured Person from engaging in their usual business or occupation and is not expected by a Medical Practitioner to be a Permanent Total Disablement.

TRIPLEGIA

Permanent **Paralysis** of three limbs.

TERRORIST ACTIVITY

An act, or acts, of any person, or group(s) of persons, 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. **Terrorist Activity** may include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity may either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

UNDERWRITERS

Lloyd's Insurance Company S.A. ("Lloyd's Europe") . identified in the **Schedule**.

USUAL COUNTRY OF DOMICILE

The country where an **Insured Person** has permanent residential status, which is the Republic of Ireland.

UTILISATION OF BIOLOGICAL WEAPONS OF MASS DESTRUCTION

The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death of people or animals.

UTILISATION OF CHEMICAL WEAPONS OF MASS DESTRUCTION

The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death of people or animals.

UTILISATION OF NUCLEAR WEAPONS OF MASS DESTRUCTION

The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death of people or animals.

WAR

Any activity arising out of, or any attempt to participate in, the use of military force between nations including:

1. hostilities or warlike operations (whether war be declared or not).
2. invasion, civil war, rebellion, insurrection, revolution.
3. act(s) of an enemy foreign to the nationality of the **Insured Person** or the country in, or over which the act occurs.
4. civil commotion assuming the proportions of, or amounting to, an uprising.
5. overthrow of the legally constituted government.
6. military or usurped power.
7. explosions of war weapons.
8. **Terrorist Activity.**
9. murder or assault subsequently proved beyond doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether war be declared with that state or not.

Winter Sports

Skiing; snowboarding; off-piste skiing and snowboarding except in areas considered to be unsafe by resort management unless with a qualified guide; cross-country skiing; mono-skiing; blading; langlauf; ski boarding; tobogganing and glacier walking or trekking up to 4,000 meters.

GENERAL CONDITIONS

ACCESS TO ADDITIONAL MATERIALS

The **Insured** and/or any **Insured Person** under this Policy shall furnish to **Underwriters**, or their designated representatives, all information, documentations and medical information that **Underwriters** may require at any time during the term of this Policy, or until resolution of all claims, whichever is later.

AQUISITION CLAUSE

If, following the inception of cover and during the Period of Insurance, the **Insured** purchases in its entirety or creates any new branch, wholly owned subsidiary or associated company, cover shall automatically apply from the date of such purchase or creation at no additional premium. It is a condition of this Policy that following such an event, the wage roll, number of **Insured Persons** or travel pattern shall not increase by more than 10%. Where such an event results in an increase of more than 10%, **Underwriters** agree to continue cover for fourteen (14) days during which time the **Insured** shall provide relevant additional information including any information required by **Underwriters** and pay the additional premium required by the **Underwriters**. If this information is not forthcoming after fourteen (14) days, cover in respect of the new branch, wholly owned subsidiary or wholly associated company shall cease.

ASSOCIATED COMPANIES

If this Policy is to also cover associated companies of the **Insured**, a list of these companies must be provided to **Underwriters** for their records at the commencement date of this Policy in the proposal form or within (thirty) 30 days of the creation or acquisition of such associated companies if this happens after the **Policy** inception date.

CHANGE OF BUSINESS

The **Insured** shall, within thirty (30) days ;

1. notify the **Underwriters** of any change in their business, trade or profession; and/or.
2. notify the **Underwriters** of any change to an **Insured Person's** occupation as originally disclosed

Where the change represents a material change to the business activities or the material information already provided to **Underwriters**, **Underwriters** reserve 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.

CLAIMS

Any claim for **Disability Income** benefit shall be deducted from any subsequent death, disablement or **Permanent Total Disablement** claim as a result of the same insured claim; and

An **Insured Person's** weekly benefit for **Disability Income** will be calculated using their **Annual Salary** and dividing by fifty-two (52), unless stated differently within the **Policy** and **Schedule**

CONTRIBUTION

Where a claim is made against the **Underwriters** and there is more than one contract of Insurance in force covering the same interest, against the same loss against the same subject matter **Underwriters** are entitled to call upon any other Insurers liable for the same to make a rateable contribution towards the loss.

CYBER CLARIFICATION CLAUSE

Underwriters will pay for any covered loss, damage, liability, cost or expense caused by a **Cyber Act** or **Cyber Incident**, subject always to the Policy's full terms, conditions, limitations and exclusions.

CURRENCY CONVERSION

Should any payment be required to be made in a different currency to that shown on the **Schedule**, the rate of exchange used shall be as published on www.oanda.com at the date of loss.

DATA PROTECTION ACT 2018

The **Insured** should understand that any information they have provided will be processed by **Underwriters**, in compliance with the provisions of the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679, for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to other parties. For more information on how your personal information will be processed by **Underwriters**, please see our privacy policy - <https://lloydseurope.com/privacy-notice/>

FRAUDULENT CLAIMS

If any claim submitted under this Policy by the **Insured** or an **Insured Person** or by any person acting on behalf of the **Insured** or an **Insured Person** shall in any respect be through concealment, misstatement or deliberative provision of false information, the **Underwriters** shall be under no liability to make payment in respect of such claim and the **Insured** or **Insured Person** must pay back any benefit that the **Underwriters** have already paid that was subject to the concealment, misstatement or deliberate provision of false information within 30 days of the **Underwriter's** request for the payment of such monies. In this event the **Underwriters** will cancel this Policy and not refund any premiums.

INTEREST

No sum payable by the **Underwriters** under this Policy shall carry interest.

INSURED PERSONS UNDER THE AGE OF 16

Where an **Insured Person** is under the age of 16 years the Accidental Death benefit will be limited to EUR15,000.

INSURED PERSONS NOT IN GAINFUL EMPLOYMENT, OR ARE A PARTNER OR CHILD OF AN INSURED PERSON

Where an **Insured Person** is not in full time gainful employment, or is a **Partner** or **Child** of an **Insured Person**, **Permanent Total Disablement** shall read, "**Total Disablement** caused other than by **Loss of Limb or Limbs** or **Loss of Sight** or **Loss of Speech** or **Loss of Hearing**, which prevents the **Insured Person** from engaging totally in any and every occupation for a period of twelve (12) consecutive months and at the end of that period being without prospect of improvement, and ;

Disability Income benefit will not be payable.

LIMIT OF UNDERWRITERS' LIABILITY

- In no case shall the **Underwriters'** liability under any Section of this Policy in respect of an **Insured Person** exceed the largest sum insured stated in the **Schedule**.
- If the aggregate amount of all sums payable under this Policy exceeds the **Event Limit** as shown on the **Schedule**, the benefits payable to each **Insured Person** shall be proportionally reduced until the total of all benefits payable hereunder is equal to the Event Limit .
- The **Underwriters** will not pay any claim sustained during a trip in excess of six (6) calendar months' duration.
- The **Underwriters** will not cover any trip in excess of 89 Days to the United States of America.

MEDICAL EXPENSES

If **Insured Person** shall recover any cost of such **Medical Expenses** under any other insurance, the **Underwriters** shall only be liable for the difference between such recovery and the total cost of **Medical Expenses** incurred, subject to a maximum of EUR15,000 each **Insured Person**

PREMIUM ADJUSTMENT

If the premium is calculated on a declaration basis the **Insured** shall within one (1) month of the expiry of this Policy provide the premium adjustment information required by the **Underwriters**.

RE-APPEARANCE

If after **Underwriters** have made a payment to the **Insured** in respect of the disappearance of an **Insured Person** the **Insured Person** is found to be living, the **Insured** shall reimburse the **Underwriters** in full for all monies paid to them in respect of such disappearance within 30 days of the **Underwriters'** request.

RIGHT TO MEDICAL RECORDS AND MEDICAL EXAMINATION

Following notice of a claim, an **Insured Person** shall provide, when requested by **Underwriters**, all authorisations necessary to obtain such **Insured Person's** medical records. **Underwriters** have the right to have an **Insured Person** examined by a physician or vocational expert of their choice, and at their expense, when and as often as they may request.

SANCTION LIMITATION CLAUSE

Underwriters shall not be deemed to provide cover and no underwriter shall 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 **Underwriters** 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.

GENERAL EXCLUSIONS

The **Underwriters** will not pay any claim directly or indirectly resulting from:

1. **War.** This Exclusion will only become operative in the even that **Underwriters** give the **Insured** a minimum of 168 hours (7 days) written notice (sent by recorded or registered post) of their intent to invoke this Exclusion. Such notice shall be deemed to have been received by the **Insured** at the time and date that it is recorded as having been delivered to them at the address noted in the **Schedule**;
2. ionising **Radiation** or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel;
3. radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
4. **Utilisation of Nuclear, Chemical or Biological weapons of mass destruction** however these may be distributed or combined;
5. an **Insured Person** flying other than as a passenger in an aircraft licensed to carry passengers;
6. an **Insured Person** attempting to commit or committing intentional self-injury or suicide;
7. any criminal act committed by the **Insured** or an **Insured Person**;
8. an **Insured Person** participating in professional sports;
9. an **Insured Person** undertaking operational duties as a member of the Armed Forces;
10. claims for an **Insured Person** who is over the age of 64 when the **Period of Insurance** commences or the effective date of the **Insured Person's** inclusion in the Policy whichever is later;
11. an **Insured Person** taking part in any **Dangerous Activity**, unless **Underwriters** have agreed to provide cover in writing or by adding an endorsement to the Policy.
12. For illness not directly resulting from an **Injury**
13. The **Insured Person** being under the influence of alcohol (which exceeds the prescribed limit under Section 4 of the Road Traffic Act 2010 and would render the **Insured Person** unfit to drive regardless of whether the **Insured Person** is driving or not), drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
14. An **Insured Person's** deliberate exposure to exceptional danger (except in an attempt to save human life).
15. Unless referred and agreed by **Underwriters**, any **Insured Person** being located in or travelling to Afghanistan, Belarus, Central African Republic, Chechnya, Democratic Republic of Congo, Egypt, Iran, Iraq, Israel (West Bank, Gaza Strip and the Occupied Territories only), Libya, Nigeria, North Korea, Russia, Somalia, South Sudan, Sudan, Syria, Ukraine and Yemen
16. **Medical Expenses** where the benefit payable is recoverable under any other Insurance that an **Insured** or an **Insured Person** may have in force or access to.

(each an "Exclusion", together "Exclusions")

OPERATIVE TIME AND DESCRIPTIONS

Operative Time means a time within the **Period of Insurance** during which coverage shall apply, being:

PERSONAL ACCIDENT:

- | | |
|-----|--|
| OT1 | 24 Hours a day
24 Hours a day at any time, Worldwide. |
| OT2 | Occupational Accidents Only including Commuting
Whilst an Insured Person is engaged in their occupation with the Insured , including daily travel between normal residence and normal place of work. |
| OT3 | Occupational Accidents Only excluding Commuting
Whilst an Insured Person is engaged in their occupation with the Insured , excluding daily travel between normal residence and normal place of work. |

Section 1– Personal Accident

THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Period of Insurance** and **Operative Time** which within twenty four (24) months results in accidental death, **Loss of Hearing, Loss of Speech, Loss of Sight, Permanent Total Disablement, Temporary Total Disablement** or the sustaining of **Accident Medical Expenses**, the **Underwriters** will pay up to the sums insured for the benefits shown in the **Schedule**.

PROVISIONS APPLICABLE TO PERSONAL ACCIDENT:

1. If an **Insured Person** is covered under Benefit 1.1 (listed in the **Schedule**), Accidental Death, but the benefit payable is less than that for Benefits 1.2 – 1.11 (listed in the **Schedule**), the **Underwriters** will not pay more than the amount of the Accidental Death benefit (if an **Injury** does not immediately result in death) until at least thirteen (13) weeks after the date of the **Injury**.
2. If an **Insured Person** is not covered under Benefit 1.1 (listed in the **Schedule**), Accidental Death, the **Underwriters** will not pay for Benefits 1.2 – 1.11 (listed in the **Schedule**), until at least thirteen (13) weeks after the date of the **Injury**, and the **Underwriters** will only then pay if the **Insured Person** has not in the meantime died as a result of the **Injury**.
3. The **Underwriters** will not pay for more than one of the Benefits 1.1 – 1.5 (listed in the **Schedule**) in respect of the same **Injury**.
4. If a valid claim has occurred under Benefit 1.4 (listed in the **Schedule**)– **Permanent Total Disablement**, an additional payment shall be due if the **Insured Person** has suffered **Permanent Total Disablement** as a result of either **Quadriplegia, Triplegia, Hemiplegia** or **Paraplegia**. **Underwriters** will pay the **Insured** an amount equal to the sum insured stated in the **Schedule** under benefits 1.8 – 1.11.

Permanent Partial Disability (Continental Scale)

Applicable only if the **Schedule** indicates that the benefit 1.5 has been purchased by the **Insured**

Details of Cover	Sums Insured
Incurable insanity	€100,000
Total organic Paralysis	€100,000
Permanent total loss of hearing in both ears	€40,000
Permanent total loss of hearing in one ear	€10,000
Permanent Total Loss of Speech	€40,000
Permanent and total loss of the use of the following:	
One thumb	Right: €20,000 / Left: €17,500
One Index Finger	Right: €15,000 / Left: €12,500
Any Other Finger	Right: €10,000 / Left: €7,500
A Shoulder or Elbow	Right: €25,000 / Left: €20,000

A Wrist	Right: €20,000 / Left: €15,000
A Big Toe	€10,000
Any Other Toe	€3,000
A Hip, Knee or Ankle	€20,000
The Lower Jaw, as a result of having it surgically removed	€30,000
Shortening of a leg by at least 5 centimeters	€15,000

If an **Insured Person** is left-handed, the amounts **Underwriters** will pay for the benefits shown above under 'Right' and 'Left' are reversed.

- If an **Insured Person** suffers from more than one of the disabilities shown above, as a result of a single **Injury**, the most that **Underwriters** will pay for that **Injury** is the amount shown under **Permanent Total Disablement** but always subject to the accident **Event** limit.
- If **Underwriters** pay a benefit for loss of, or loss of the use of, a whole arm or leg, they will not pay benefits for parts of that arm or leg.

ADDITIONAL BENEFITS:

REHABILITATION EXPENSES

THE COVERAGE:

The **Underwriters** will pay, after a **Permanent Total Disablement** claim has been settled in favour of an **Insured Person** under this Policy, the actual costs incurred (not exceeding EUR500 per month for a maximum of six (6) months) for tuition, advice and/or treatment from a licensed vocational school or occupational rehabilitation institution. Such tuition, advice or treatment must be undertaken with the **Underwriters** prior agreement and the agreement of the **Insured Person's Medical Practitioner**.

COMA BENEFIT

THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in **Coma**, the **Underwriters** will pay the **Insured** EUR350 per week for each full week of continuous unconsciousness up to a maximum period of one hundred and four (104) weeks.

HOME MODIFICATION BENEFIT

THE COVERAGE:

If as a direct result of an **Injury** during the **Operative Time** which results in a claim that is payable under any one of the Benefits 1.2 – 1.11 (listed in the **Schedule**), the **Insured Person** is required to modify their **Home** (limited to the modification for external or internal wheelchair access, internal guide rails, emergency alert system) in order for the **Insured Person** to perform the daily activities of washing, cooking, bathing, and dressing and to remain in and move around their **Home**, the **Underwriters** will pay the cost incurred for such modifications to a maximum of EUR15,000.

This Benefit is only payable where such modifications are undertaken with the prior written agreement of the **Underwriters** and the agreement of the **Insured Person's** attending **Medical Practitioner**.

HOSPITAL AND CONVALESCENCE BENEFIT

THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in **Hospitalisation** or a period of **Convalescence** the **Underwriters** will pay the **Insured** the amount appropriate to the sum insured shown below:

- **HOSPITALISATION BENEFIT:-** payable up to fifty-six (56) days. **Sum Insured:** EUR140 per week
The benefit payable for each over-night stay will be one seventh of the sum insured.
- **CONVALESCENCE BENEFIT:-** payable up to twenty-eight (28) days. **Sum Insured:** EUR210 per week
immediately after seven (7) or more consecutive over-night stays in **Hospital**, the benefit payable for each day will be one seventh of the sum insured.

EXCLUSIONS APPLICABLE TO HOSPITAL AND CONVALESCENCE BENEFIT – SEE ALSO GENERAL EXCLUSIONS:

The **Underwriters** will not pay any claim:

1. for any benefit once the **Insured Person** has returned to work or is able to resume the majority of their duties or activities performed prior to suffering an **Injury**.

LOSS OF ENJOYMENT OF LIFE BENEFIT

THE COVERAGE:

The **Underwriters** will pay 5% of the **Permanent Total Disablement** sum insured as stated in the **Schedule** to a maximum of EUR7,500 whichever is the lesser; for **Loss of Enjoyment of Life** to an **Insured Person** following a claim which is payable under Section 1, Benefits 1.2, 1.3.(a), 1.3.(b), 1.3.(c)i) and 1.4 – 1.8 (listed in the **Schedule**)

CONDITIONS APPLICABLE TO LOSS OF ENJOYMENT OF LIFE BENEFIT – SEE ALSO GENERAL CONDITIONS:

1. A claim will only be considered where the **Insured Person's Medical Practitioner** has confirmed the necessity for assistance or a mechanical device.

FRACTURE BENEFIT

THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in a **Fracture** the **Underwriters** will pay the **Insured** the amount appropriate to the benefit shown below:

- | | |
|--|--------|
| 1. Skull (excluding nose & teeth). | EUR500 |
| 2. Shoulder (scapula and clavicle). | EUR250 |
| 3. Arm (humerus, ulna and radius). | EUR250 |
| 4. Leg (femur, patella, tibia and fibula). | EUR250 |

EXCLUSIONS APPLICABLE TO FRACTURE BENEFIT – SEE ALSO GENERAL EXCLUSIONS:

The **Underwriters** will not pay any claim directly or indirectly caused by or contributed to by:

Osteoporosis where this condition has been diagnosed and made known to the **Insured Person** prior to the **Fracture**.

PHYSIOTHERAPY BENEFIT

If an **Insured Person** sustains an **Injury** during the Operative Time of Cover which results in a claim being paid under this Policy for a **Fracture**, the **Underwriters** shall compensate the **Insured Person** up to EUR35 for each session of physiotherapy and up to a maximum of EUR350 in total.

EXCLUSIONS APPLICABLE TO PHYSIOTHERAPY BENEFIT – SEE ALSO GENERAL EXCLUSIONS:

Any treatment received beyond 12 months of the **Injury**

OPTICAL INJURY BENEFIT

THE COVERAGE:

If an **Insured Person** sustains an optical **Injury** during the **Operative Time** which requires the **Insured Person** to be admitted as an in-patient to **Hospital** the **Underwriters** will pay up to a maximum of EUR25 for an eye test if this is required, and in addition up to EUR150 towards the cost of purchasing, replacing or repairing **Spectacles** or contact lenses;

1. for accidental damage to **Spectacles**; or
2. if contact lenses need to be replaced due to damage; or
3. the **Insured Person** within thirty (30) days of the **Injury** is prescribed **Spectacles** or contact lenses due to eye damage;

URGENT EXPENSES FOLLOWING DEATH

THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which within twenty-four (24) months results in death and an interim death certificate is issued, the **Underwriters** will pay EUR1,000 to cater for expenses which need urgent or immediate

payment whilst the administration of the **Insured Person's** estate is being arranged. These expenses are payable in addition to the death Benefit which will become payable on production of the final death certificate.

BURNS BENEFIT

THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in **Burns**, the **Underwriters** will pay the **Insured Person** the amount appropriate to the benefit shown below:

27% or more of the body surface: EUR5,000

18% but no more than 26% of the body surface: EUR4,000

9% but no more than 17% of the body surface: EUR3,000

4.5% but no more than 8% of the body surface: EUR1,500

RECRUITMENT COSTS

THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in accidental death or **Permanent Total Disablement**, **Underwriters** will reimburse the **Insured** at their request for recruitment costs to a maximum of EUR7,500 incurred with the appointment of a replacement **Insured Person**.

RETRAINING COSTS

THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in **Loss of** Hearing, Loss of Limb or Limbs, Loss of Sight, Loss of Speech or Permanent Total Disablement, **Underwriters** will reimburse the **Insured** at their request for necessary retraining costs to a maximum of EUR7,500 incurred with retraining the **Insured Person** for an alternative occupation with the **Insured**.

How to complain

The **Underwriters** are dedicated to providing the **Insured** and **Insured Person** with a first class service and wish to ensure that this is maintained at all times. If the **Insured** or **Insured Person** have any questions or concerns about the **Policy**, they should in the first instance contact the broker or intermediary who arranged cover on behalf of the **Insured**, or Brady Underwriting, the holder of this binding authority as mentioned above. If you wish to make a complaint in relation to the sale of this insurance Policy please contact the broker or intermediary who arranged cover for the **Insured**.

In the event that the **Insured** or the **Insured Person** has a problem or complaint to make concerning the Policy or service received, or in relation to the handling of a claim, please contact:

Complaints Department
Brady Underwriting
Insurance House
Main Street
Carrick on Shannon
Co Leitrim

Tel: 0818 919101

E-mail: complaints@bradyunderwriting.ie

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

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

Should the **Insured** or **Insured Person** remain dissatisfied with the final response or if the **Insured** and **Insured Person** has not received a final response within 40 (forty) business days of the complaint being made, the **Insured** or the **Insured Person** may be eligible to refer their 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@fspo.ie

Website: www.fspo.ie

If the **Insured** or **Insured Person** have purchased their contract online they 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 the **Insured** or **Insured Persons** right to commence a legal action or an alternative dispute resolution proceeding in accordance with their contractual rights.