

Personal Accident Insurance

Amateur Sports Club



Amateur Sports Club Personal Accident Insurance

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 Underwriters 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 Underwriters' 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 at the request of the Insured 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

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Important Information

This document, the **Insurance Schedule** and any **Endorsements** attached form **Your Policy**. This document sets out the conditions of the insurance between **You** and **Us**. Please read this **Policy** carefully and if the coverage or benefits provided do not meet **Your** requirements or **You** or the **Insured Persons** do not comply with the conditions set out in this section, please return these documents within the Cooling-Off Period to the **Insurance Intermediary** who arranged this **Policy** on **Your** behalf.

It is important that:

- **You** check that the Sections of Cover that **You** have requested are included in the **Insurance Schedule**
- **You** check that the information **You** have given **Us** is accurate – please see the “Information That **You** Provide to **Us**” further below
- **You** notify **Your** Insurance Intermediary as soon as practicable of any inaccuracies in the information that **You** have provided to **Us**
- **You** comply with **Your** duties under each Section of Cover for which **You** are insured, and under the terms and conditions of this **Policy** as a whole

Information that You Provide to Us

We are relying upon the information **You** and the **Insured Persons** provide to **Us**, either directly or through **Your Insurance Intermediary**, in deciding whether to provide **You** with this **Policy** and on what terms and at what premium.

The **Proposal Form** or any information supplied by **You** and the **Insured Persons** provide to **Us**, either directly or through **Your Insurance Intermediary**, shall be the basis of this **Policy** and is deemed to be incorporated in this **Policy**.

If **You** become aware that any information **You** or an **Insured Person** has given **Us** is not accurate or **You** fail to notify **Your Insurance Intermediary** that the information **You** or an **Insured Person** has provided **Us** is inaccurate, and **We** establish that **You** or an **Insured Person** either deliberately or recklessly provided **Us** with false or misleading information, then **We** may in treat this **Policy** as if never existed and decline all claims.

If **We** establish that **You** or an **Insured Person** carelessly provided **Us** with false or misleading information, then the cover and benefits under this **Policy** could be affected and **We** might, for example:

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

If **We** establish that **You** or an **Insured Person** deliberately provided **Us** with false or misleading information or where **Your** conduct involves fraud of any other kind, **We** will treat this **Policy** as if it never existed.

We will write to **You** via **Your Insurance Intermediary** if **We** are

going to treat this **Policy** as if it never existed or need to amend the terms of **Your Policy**.

Privacy Notice

WHO UNDERWRITERS ARE

Underwriters are Lloyd’s Insurance Company S.A. (“Lloyd’s Europe”). identified in the contract of insurance and/or in the certificate of insurance.

BASIC INFORMATION

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

This information includes details such as **Your** or the **Insured Person’s** name and any other information that **We** collect about the **You** or **Inured Person** in connection with the insurance cover from which the **You** or the **Insured Persons** benefit.

In certain circumstances, **We** may need **Your** or the **Insured Person’s** consent to process certain categories of information about them. Where **We** need **Your** or the **Insured Person’s** consent, **We** will ask the **You** for it separately. **You** or the **Insured Person** does not have to give their consent and **You** or the **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 **You** or the **Insured Person** does not give their consent, or **You** or **Insured Person** withdraws their consent, this may affect **Our** ability to provide the insurance cover from which **You** or the **Insured Person** benefit and may prevent **Us** from providing cover for the **You** or the **Insured Person** or handling any claims.

The way insurance works means that **Your** 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. **We** will only disclose the **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

OTHER PEOPLE'S DETAILS THE INSURED PROVIDES TO UNDERWRITERS

Where **You** or an **Insured Person** provides **Us** or **Your** agent or broker with details about other people, the **You** must provide this notice to them.

WANT MORE DETAILS? For more information about how We use Your and the Insured Person's personal information please see Our full privacy notice, which is available in the Privacy section of Our website www.lloyds.com/news-and-risk-insight/lloyds-subsiary-in-brussels or in other formats on request.

For more information about how Brady Underwriting use Your and the **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 Your and **Insured Person's** personal information with **Underwriters**.

CONTACT DETAILS

You and the **Insured Person** have rights in relation to the information We and Brady Underwriting hold about them, including the right to access their information. If You or the **Insured Person** wish to exercise their rights, discuss how We 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

info@bradyunderwriting.ie

You or the **Insured Persons** also have the right to lodge a complaint with their competent data protection supervisory authority, but Underwriters encourage You to contact Us or Brady Underwriting in the first instance.

Age and Residence Conditions

To be covered under the insurance in this **Policy**, the **Insured Person** must be:

- Under the age of seventy (70) at the time the **Period of Insurance** set out in the **Insurance Schedule** commences; and
- A permanent resident in the Republic of Ireland at the time the **Period of Insurance** set out in the **Insurance Schedule** commences.

Pre-Existing Medical Condition

You and the **Insured Person** must disclose to Us any pre-existing medical condition where an **Insured Person** has sustained any injury or suffered any illness within 24 months prior to the commencement of the **Period of Insurance**. Any claim that an **Insured Person** makes under this **Policy** arising from any Pre-Existing Medical Condition that we have not agreed in writing to insure will not be covered.

Cooling-Off Period and Cancellation

If this **Policy** does not meet Your requirements and You wish to

cancel this insurance, You must notify Your **Insurance Intermediary** who arranged this **Policy** for You 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 the **Policy** documents from Your **Insurance Intermediary**, whichever time period is later.

If You have not made a claim during this Cooling-Off Period, We will refund the premium You have paid to Us in full, less the cost of the premium for the period of cover, to You via Your **Insurance Intermediary**. Please contact Your **Insurance Intermediary** to obtain this refund. Their address and telephone number will appear on their correspondence to You.

If You wish to cancel this **Policy** after the Cooling-Off Period has expired, You may do so provided You have not made a claim by giving thirty (30) days written notice to Us. In this event, We will refund the premium You have paid to Us to You via Your **Insurance Intermediary** less the amount of premium which relates to the time period under which You have been covered under this **Policy**.

We may cancel this **Policy** by giving thirty (30) days written notice to You at Your last known address and to Your **Insurance Intermediary**. We will only do this for a valid reason and We will inform You of the reason for cancellation, for example:

- Failure to pay the premium; or
- Non-cooperation or failure to supply information or documentation upon request; or
- A change in risk occurring where We are no longer able to provide You with insurance cover.

If this **Policy** is cancelled by Us then, provided You have not made a claim, We will refund the premium You have paid to Us to You via Your **Insurance Intermediary** less the amount of premium which relates to the time period under which You have been covered under this **Policy**

Disputes and Complaints

We are dedicated to providing You and the **Insured Person** with a first class service and wish to ensure that this is maintained at all times. If You or the **Insured Person** have any questions or concerns about the **Policy**, they should in the first instance contact the **Insurance 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 **Insurance Intermediary** who arranged cover for the **Insured**.

In the event that You 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:

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

Tel No: 0818 919101

complaints@bradyunderwriting.ie

You or the **Insured Person's** complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. **You** or the **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. **You** or the **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 **You** or the **Insured Person**, in writing, within 40 (forty) business days of the complaint being made.

Should **You** or The **Insured Person** remain dissatisfied with the final response or if **You** and the **Insured Person** has not received a final response within 40 (forty) business days of the complaint being made, **You** 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@fspoi.ie
Website: www.fspoi.ie

You or the **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 **You** or the **Insured Persons** right to commence a legal action or an alternative dispute resolution proceeding in accordance with their contractual rights.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this **Policy**. If **You** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this **Policy**.

Further information about the scheme is available from the Financial Services Compensation Scheme at the following address or website: www.fscs.org.uk

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London EC3A 7QU

United Kingdom

Website: www.fscs.org.uk

Claims Procedures – How to Make a Claim

The **Insured Person** must place themselves under the care of a duly qualified **Medical Practitioner** as soon as reasonably possible. **You** or the **Insured Person** should notify the claim as soon as practicable but no later than ninety (90) days after an Injury to Brady Underwriting using the following details:

Claims Department,
Brady Underwriting,
Insurance House,
Main St,
Carrick on Shannon,
Co. Leitrim,
N41 R7T8

Telephone : +353 818 919101

E-mail: claims@bradyunderwriting.ie

A claim form will be sent once contact is made.

Fraudulent Claims

If **You** or an **Insured Person** or any other person acting on **Your** or an **Insured Person's** behalf submits any claim under this **Policy** through concealment, misstatement or deliberate provision of false information, **We** shall be under no liability to make payment in respect of such claim and **You** or the **Insured Person** must pay back any benefit that **We** have already paid that was subject to the concealment, misstatement or deliberate provision of false information. If this happens **We** will cancel this **Policy** and not refund any premium to **You**.

General Definitions – Words with Specific Meaning

Wherever words or phrases appear in **bold** type in this **Policy**, they will have the specific meanings described in this Definitions Section, unless otherwise shown in any Sections of Cover that apply as specified in the **Insurance Schedule**. Any words used in this **Policy** that are in the singular shall include the plural and vice versa.

Accident

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the **Period of Insurance** whilst an **Insured Person** is training and/or playing in any **Activity** or **Commuting**.

Activity

Sports or leisure events and activities as shown in the **Insurance Schedule** or for which **We** have given **You** or an **Insured Person** prior written consent to participate in, but always when undertaken as an **Amateur** in the Republic of Ireland for which the appropriate premium has been paid in the required manner.

Accident Accumulation Limit

The maximum amount as shown on the **Schedule** the **Underwriters** will pay in total under sections A to G including any extensions to it and any other policy of personal accident insurance issued by the **Underwriters** in the **Insured's** name for all **Insured Persons** suffering **Injury** in the same accident or series of accidents contributed to or caused by the same original cause, **Event** or circumstance.

Amateur

Any person who derives income of less than Four Thousand Euro (€4,000) or equivalent currency per annum from their participation in a sport.

Air Travel

Being in, on, or boarding a licensed aircraft flown by a pilot holding a valid pilot's licence for the purpose of flying therein, or alighting there from following a flight.

Annual Salary

If paid annually, an **Insured Person's** total gross basic income per annum excluding payments for commission, bonuses and overtime at the date of the **Injury**; or if an **Insured Person** is self-employed or paid weekly, then the **Annual Salary** will be calculated by multiplying an **Insured Person's** average gross basic weekly income for the thirteen (13) weeks prior to the **Injury** by fifty-two (52).

Benefit Period

The maximum period of time as specified in the **Insurance Schedule** commencing at the end of the **Deferment Period** for which a **Temporary Total Disablement** benefit is payable.

Child/Children/Junior

Any **Insured Person** under the age of nineteen (19) when the **Period of Insurance** commences.

Commuting

The time during which an **Insured Person** is travelling other than by air between their normal place of residence or place of business in the Republic of Ireland to or from the location where an **Insured Person** will be participating in an **Activity**.

Computer System

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 Person** any other party.

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.

Deferment Period

The period of time specified in the **Insurance Schedule** that occurs prior to the commencement of the **Benefit Period** for **Temporary Total Disablement** during which no benefit is payable.

Dental Practitioner

Any suitably qualified dental practitioner who is registered with the Irish Dental Association (or foreign equivalent); other than:

- **You** or an **Insured Person**; or
- A member of **Your** or an **Insured Person's** immediate family; or
- **Your** or an **Insured Person's** employee; or
- Any person with whom **You** or an **Insured Person** has a contract for services

Endorsements

Any changes to the terms and conditions of this **Policy** or **Insurance Schedule** which form part of this insurance contract.

Excess

The first amount deducted from each and every claim before any benefit is payable to **You** or an **Insured Person** as specified in the **Insurance Schedule**.

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.

You 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 **You** 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 **Your** first recorded individual loss arising out of the Event.

Fracture

A break in the full thickness of a bone as a result of **Injury** to one or more of the following bones:

- Humerus, Radius, Ulna (the arm);
- Carpals (the wrist);
- Femur, Tibia, Fibula (the leg);
- Tarsals (the ankle); or
- Patella (the kneecap).

GDPR

GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation).

Hospital

An institution which:

- has permanent full-time facilities for caring for patients overnight; and
- has facilities for the diagnosis and medical and surgical treatment of ill people by **Medical Practitioners**; and
- provides twenty four (24) hour nursing services supervised by Registered General Nurses or nurses with similar qualifications; and
- 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.

Hospitalised / Hospitalisation

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

Injury

An identifiable violent, visible physical injury to the **Insured Person** from external means which:

- is caused by an **Accident** during the **Period of Insurance**, or
- solely as a result of an **Insured Person's** unavoidable exposure to severe weather conditions while an **Insured Person** is training and/or playing in any

Activity or Commuting during the **Period of Insurance**; and

- solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by this **Injury**, results in death or **Temporary Total Disablement** or **Permanent Total Disablement** within twelve (12) months from the date of the **Accident**.

Insurance Intermediary

The broker or intermediary who arranged and concluded this contract of insurance for **You**.

Insurance Schedule

The document showing details of the cover **You** have purchased for **Yourself** and the **Insured Persons**.

Insured Person

Any person covered by this **Policy** as stated in the **Insurance Schedule** whilst participating in an **Activity**.

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 the **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 is more than 90% and is without hope or prospect of improvement.

Loss of Limb

Loss by physical separation of a hand at or above the wrist or of a foot at/or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

Loss of Sight

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

- 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 of improvement in the opinion of a registered qualified ophthalmic specialist; or
- in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope of improvement in the opinion of a registered qualified ophthalmic specialist; or
- The registered qualified ophthalmic specialist is not:
 - **You** or an **Insured Person**; or
 - A member of **Your** or an **Insured Person's** immediate family, or
 - **Your** or an **Insured Persons** employee; or
 - Any person with whom **You** or an **Insured Person** has a contract for services.

Medical Practitioner

Any suitably qualified medical practitioner registered by the Medical Council in the Republic of Ireland (<https://medicalcouncil.ie/>) other than:

- **You** or an **Insured Person**; or
- A member of **Your** or an **Insured Person's** immediate family, or
- **Your** or an **Insured Person's** employee; or
- Any person with whom **You** or an **Insured Person** has a contract for services.

Medical Expenses

Means any reasonable expense incurred by an **Insured Person** from a **Medical Practitioner** where the expense is directly as a result of an **Injury** received whilst playing an **Activity**.

Operative Time

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

1. At any ground or premises where the **Insured Person** is taking part in a sporting activity or training as shown in the **Insurance Schedule**; or
2. Commuting to and from any ground or premises where the **Insured Person** is taking part in a sporting activity or training as shown in the **Insurance Schedule**

Osteoporosis

The thinning of the bone out of proportion to age

Period of Insurance

The time period shown in the **Insurance Schedule** when this **Policy** commences and ends.

Permanent Total Disablement

Disablement which entirely prevents the **Insured Person** from attending to any business or occupation to which the **Insured Person** is suited by training or experience, and which lasts twelve (12) consecutive months and at the expiry of that period is beyond hope of improvement in the opinion of a **Medical Practitioner**.

Policy

The contractual terms and conditions of insurance coverage and benefits payable to **You** or an **Insured Person** set out in this contract of insurance, **Insurance Schedule** and any **Endorsements**.

Professional

Any person who derives income of more than Four Thousand Euro (€4,000) or equivalent currency per annum from their participation in a sport.

Proposal Form

The written and / or online proposal submitted by the **Insured Person** or on the **Insured Person's** behalf.

Season Tickets

Any form of season tickets, subscription fees, permits, training courses and the like, the cost for which has been paid by or on an **Insured Person's** behalf.

Temporary Total Disablement

Temporary disablement, which entirely prevents an **Insured Person** from engaging in their usual business or occupation.

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** can include, but not be limited to, the actual or threatened use of force or violence. Furthermore, the perpetrators of a **Terrorist Activity** can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

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 amongst 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 amongst 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 amongst people or animals.

War

Any activity arising out of or attempt to participate in the use of military force between nations and will include:

- Hostilities or warlike operations (whether war be declared or not).
- Invasion, civil war, rebellion, insurrection, revolution.
- Act of an enemy foreign to the Republic of Ireland, the United Kingdom or the country in, or over, which the act occurs.
- Civil commotion assuming the proportions of, or amounting to, an uprising.
- Overthrow of the legally constituted government.
- Military or usurped power.
- Explosions of weapons
- **Terrorist Activity.**
- **Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction** however these may be distributed or combined
- Murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the Republic of Ireland and United Kingdom whether **War** be declared with that state or not.

- act of an enemy foreign to the Republic of Ireland, or the country in, or over, which the act occurs.^{35.10} murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to an **Insured Person's** nationality whether war be declared with that state or not.

We, Us, Our

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

You, Your

The **Insured** named in the Schedule.

Section A - Personal Accident

WHAT IS COVERED

If an **Insured Person** sustains an **Injury** whilst participating in an **Activity** during the **Operative Time** which results in their accidental death, **Loss of Limb**, **Loss of Sight**, **Loss of Hearing**, **Temporary Total Disablement** or **Permanent Total Disablement** within twelve (12) months from the date of the **Accident**. **We** will pay an amount equal to the sum insured stated in the Table of Benefits, to be read in conjunction with the **Insurance Schedule** but in no case shall **Our** liability in respect of an **Insured Person** exceed the largest sum insured stated in the Table of Benefits.

1. If an **Insured Person** disappears during the **Period of insurance** while participating in an **Activity** or **Commuting** and their body is not found within twelve (12) months after their disappearance, **We** will consider that the **Insured Person's** disappearance was caused by **Injury** if **Our** examination of all available evidence leads **Us** to this presumption. If that is the case, **We** will pay an amount equal to the sum insured under Item 1- Accidental Death as stated in the Table of Benefits set out in the **Insurance Schedule**.
2. If after **We** have made a payment to an **Insured Person's** estate in respect of their disappearance and they are found to be living, the **Insured Person** shall reimburse **Us** in full for all monies paid to their estate in respect of such disappearance.

CONDITIONS AND LIMITATIONS SPECIFIC TO THIS SECTION:

1. Any claim for **Temporary Total Disablement** shall be deducted from any subsequent accidental death or **Permanent Total Disablement** claim as a result of the same **Injury**.
2. The weekly benefit for **Temporary Total Disablement** will be calculated using **Your Annual Salary** and dividing by fifty-two (52) unless stated differently within the **Insurance Schedule**.
3. No **Total Disablement** shall become payable until the total amount has been ascertained and agreed by **Us**. If interim payments have been made for **Temporary Total Disablement** at **Our** discretion, the total of the amounts so paid shall be deducted from any amount becoming payable in respect of all **Injuries** arising out of the same **Accident**.
4. The **Insured Person** shall provide **Us** with written proof from **Your Medical Practitioner** or **Dental Practitioner** as applicable, stating:
 - The **Insured Person's Injury or Injuries**; and
 - That the **Insured Person** is unable to attend to the **Insured Person's** usual business or occupation; and
 - The **Insured Person's** anticipated date of recovery.In respect of **Temporary Total Disablement**, the **Deferment Period** is fourteen (14) days unless stated differently in the **Insurance Schedule**.

5. If the **Insured Person** is covered under Item 1 Accidental

Death as set out in the **Insurance Schedule**, but the benefit payable for Accidental Death is less than the total benefits payable for Items 2 to 6 set out in the **Insurance Schedule**, **We** will not pay more than the amount of the Accidental Death Benefit if an **Injury** does not result in Death within thirteen (13) weeks from the date of the **Injury**.

6. If the **Insured Person** is not covered under Item 1 Accidental Death as set out in the **Insurance Schedule**, **We** will not pay for Items 2 to 6 as set out in the **Insurance Schedule** until thirteen (13) weeks from the date of the **Injury**, and **We** will only then pay if the **Insured Person** has not died as a result of the **Injury** during that time.
7. **We** will not pay for more than one of the Items 1 to 6 set out in the **Insurance Schedule** in respect of the same **Injury**.
8. The total sum payable under this section in respect of any **Injury** sustained in any one or more **Accidents** shall not exceed the largest sum insured under any one of the Items stated in the Table of Benefits to be read in conjunction with **Your Insurance Schedule** or added to this **Policy** by **Endorsement**.

Section B1 Inconvenience Benefit

WHAT IS COVERED

If an **Insured Person** sustains an **Injury** whilst participating in an **Activity** during the **Operative Time**, **We** will pay the **Insured Person** for each complete twenty-four (24) hour period immediately commencing after an initial twenty-four (24) hour period that the **Insured Person** is Hospitalised up to but not exceeding the sum insured for Inconvenience Benefit stated in Section B1 in the Table of Benefits to be read in conjunction with the **Insurance Schedule** for all **Injuries** arising from the same **Accident**.

EXCLUSIONS SPECIFIC TO THIS SECTION WHAT

WE DO NOT COVER

We will not pay:

1. The **Excess** as stated in the Table of Benefits; or
2. Any benefit relating to the first complete twenty-four (24) hours following the **Insured Person's** admission into **Hospital** as an in-patient.

Section B2 - Dependent Inconvenience Benefit

WHAT IS COVERED

If an **Insured Person** is a parent or guardian and sustains an **Injury** whilst participating in an **Activity** during the **Operative Time**, **We** will pay the **Insured Person** for each complete twenty-four (24) hour period immediately commencing after an initial twenty-four (24) hour period that the **Insured Person** is Hospitalised up to but not exceeding the sum insured for Dependent Inconvenience Benefit stated in Section B2 in the Table of Benefits to be read in conjunction with the **Insurance Schedule** for each **Child** for all **Injuries** arising from the same **Accident**.

EXCLUSIONS SPECIFIC TO THIS SECTION

WHAT WE DO NOT COVER

We will not pay:

1. The **Excess** as stated in the Table of Benefits; or
2. Any benefit relating to the first complete twenty-four (24) hours following **Your** admission into **Hospital** as an in-patient; or

Section C - Consultant Fees

WHAT IS COVERED

If an **Insured Person** sustains an **Injury** whilst participating in an **Activity** during the **Operative Time**, **We** will pay the **Insured Person** the costs and expenses of Consultant Fees that are reasonably and necessarily incurred within twelve (12) months from the date of the **Accident** up to but not exceeding the sum insured for Consultant Fees stated in Section C in the Table of Benefits to be read in conjunction with the **Insurance Schedule** for all **Injuries** arising from the same **Accident**.

CONDITIONS SPECIFIC TO THIS SECTION

1. The **Insured Person** shall provide **Us** with written proof from the **Insured Person's Medical Practitioner** or **Dental Practitioner** as applicable stating The **Insured Person's Injury** and justifying the requirement for Consultant Fees to be incurred privately rather than utilising care provided by the Republic of Ireland's Public Health Service.

EXCLUSIONS SPECIFIC TO THIS SECTION

WHAT WE DO NOT COVER

We will not pay:

1. the **Excess** as stated in the Table of Benefits.

Section D – Physiotherapy Fees

WHAT IS COVERED

If an **Insured Person** sustains an **Injury** whilst participating in an **Activity** during the **Operative Time**, **We** will pay the **Insured Person** the costs and expenses of Physiotherapy Fees that are reasonably and necessarily incurred within twelve (12) months from the date of the **Accident** up to but not exceeding the sum insured for Physiotherapy Fees stated in Section D in the Table of Benefits, to be read in conjunction with the **Insurance Schedule** for all **Injuries** arising from the same **Accident**.

CONDITIONS SPECIFIC TO THIS SECTION

1. Prior to **Our** paying any claim, the **Insured Person** shall provide **Us** with written proof from the **Insured Person's Medical Practitioner** stating the **Insured Person's Injury** and justifying the requirement for Physiotherapy Fees to be incurred privately rather than utilising care provided by the Republic of Ireland's Public Health Service

EXCLUSIONS SPECIFIC TO THIS SECTION

WHAT WE DO NOT COVER

We will not pay:

1. The **Excess** as stated in the Table of Benefits.

Section E - Dental Fees

WHAT IS COVERED

If an **Insured Person** sustains an **Injury** whilst participating in an **Activity** during the **Operative Time**, **We** will pay the **Insured Person** the costs and expenses of Dental Fees that are reasonably and necessarily incurred for immediate relief of pain and repair of the **Insured Person's** natural teeth up to but not exceeding the sum insured for Dental Fees stated in Section E of the Table of Benefits to be read in conjunction with the **Insurance Schedule** for all **Injuries** arising from the same **Accident**.

CONDITIONS SPECIFIC TO THIS SECTION

1. Prior to **Our** paying any claim, the **Insured Person** shall provide **Us** with written proof from the **Insured Person's Dental Practitioner** stating the **Insured Person's Injury** and justifying the requirement for Dental Fees to be incurred privately rather than utilising care provided by the Republic of Ireland's Public Health Service

EXCLUSIONS SPECIFIC TO THIS SECTION

WHAT WE DO NOT COVER

We will not pay:

1. The **Excess** as stated in the Table of Benefits; or
2. The cost of any repairs to or replacement of dentures, dental appliances, crowns or precious metals.

Section F - Legal Expenses

WHAT IS COVERED

We will pay up to but not exceeding the sum insured for **Legal Expenses** stated in Section F of the Table of Benefits to be read in conjunction with the **Insurance Schedule** in respect of the **Insured Person's Legal Expenses** incurred in the pursuit of claims for damages against third parties who have caused the **Insured Person Bodily Injury** or **Property Damage** whilst participating in an **Activity**.

DEFINITIONS SPECIFIC TO THIS SECTION:

Bodily Injury

The physical injury to the body including death caused by accidental, violent, visible and external means.

Legal Expenses

The costs and expenses associated in the pursuit of a claim by **You** or the **Insured Person** in legal proceedings before any court, tribunal or regulatory proceedings against a third party arising from **Bodily Injury** or **Property Damage** to **You** whilst participating in an **Activity** or **Commuting** during the **Period of Insurance**.

Property Damage

Accidental physical loss of or damage to or destruction of tangible property, including the resultant loss of use of the property.

CONDITIONS SPECIFIC TO THIS SECTION

1. **We** shall have complete control over the legal proceedings and the appointment of all legal advisors, investigators or experts.
2. **We** shall only be liable for **Legal Expenses** incurred with **Our** prior written consent, which will not be unnecessarily withheld.
3. **We** reserve the right to withdraw from the legal proceedings at any stage and to limit **Our** liability to the expenses incurred during the period up to but not beyond the date of such withdrawal.
4. **You** and the **Insured Person** will cooperate fully with **Us** and give the appointed legal advisors, investigators or experts any assistance that **We** require to review the claim.
5. **You** and the **Insured Person** must inform **Us** as soon as practicable of any offer received to settle the subject matter.
6. **You** or the **Insured Person** shall not negotiate, settle the claim or agree to pay any costs or expenses or other sums without **Our** prior written approval.
7. **You** or the **Insured Person** must notify **Us** as soon as practicable with any information that might make it more costly for **Us** to resolve the claim in **Your** or the **Insured Person's** favour.

EXCLUSIONS SPECIFIC TO THIS COVER - WHAT WE DO NOT COVER

We will not pay:

1. **Legal Expenses** incurred without **Our** prior written approval; or
2. The continued pursuit of any claim where **We** consider **You** do not have a likely prospect of establishing a legal liability against the party being pursued and of recovering any damages or costs from such party;
3. Claims against **Us** or anyone acting on **Our** behalf;
4. Legal actions to obtain satisfaction of a judgement or legally binding decisions granted in **Your** favour, or legal proceedings brought by **You** outside of the Republic of Ireland; and
5. **Legal Expenses** which constitute a valid claim under any other insurance policy beyond **Our** pro rata share of any claim costs.
6. **Legal Expenses** arising from or attributable to participant to participant **Injury**

Section G - Medical Expenses (Optional Extension)

Where Medical Expenses has not been selected for cover the words 'Not Covered' are shown on the schedule.

WHAT IS COVERED

If an **Insured Person** sustains an **Injury** whilst participating in an **Activity** during the **Operative Time**, **We** will pay the **Insured Person Medical Expenses** that are reasonably and necessarily incurred within twelve (12) months from the date of the **Accident** up to but not exceeding the sum insured for **Medical Expenses** stated in Section G in the Table of Benefits to be read in conjunction with the **Insurance Schedule**.

CONDITIONS SPECIFIC TO THIS SECTION

1. The **Insured Person** shall provide **Us** with written proof from the **Insured Person's Medical Practitioner** stating The **Insured Person's Injury**.

EXCLUSIONS SPECIFIC TO THIS SECTION WHAT

WE DO NOT COVER

We will not pay:

1. the **Excess** as stated in the Table of Benefits.
2. **Medical Expenses** where there is any other valid and collectible insurance or health service facility including but not limited to any national health service or similar unless there is a 6 month or more waiting list for the required treatment which has been confirmed in writing by the **Insured Person's** treating Medical Practitioner.

General Conditions

These are the conditions of the insurance coverage under this **Policy** that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject **Your** claim or a claim payment could be reduced. In some circumstances, **Your Policy** may not be valid.

Pre-Existing Medical Condition

You and the **Insured Persons** must disclose to **Us** any pre-existing medical condition where an **Insured Person** has sustained any injury or suffered any illness within 24 months prior to the commencement of the **Period of Insurance**. Any claim that an **Insured Person** makes under this **Policy** arising from any Pre-Existing Medical Condition that **We** have not agreed in writing to insure will not be covered.

Age Limit

The **Insured Persons** must be under the age of seventy (70) at the time the **Period of Insurance** commences.

Residency

You and the **Insured Persons** must be permanently resident in the Republic of Ireland at the time the **Period of Insurance** commences. If **You** or the **Insured Persons** change permanent residence to a country outside of the Republic of Ireland during the **Period of Insurance**, **You** and the **Insured Persons** must notify **Us** as soon as practicable.

The Data Protection Act 2018

You should understand that any information you have provided will be processed by us, in compliance with the provisions of the Data Protection Acts 1988-2003, the Data Protection Act 2018 and the GDPR, for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to other parties.

For further information in relation to **Our** processing activities and our lawful bases for such processing, please see **Our** privacy policy.

Applicable Law and Jurisdiction

We and **You** and the **Insured Persons** irrevocably agree that this **Policy** shall be governed by the laws of the Republic of Ireland and subject to the exclusive jurisdiction of the courts of the Republic of Ireland in respect of any dispute which may arise out of or in connection with this **Policy** or any claim.

Claims Co-operation and Access to Records

You and the **Insured Persons** shall co-operate with **Us** in the review of a claim and provide **Us** and **Our** designated representatives with all information, documentation and medical information **We** may require as may be necessary for the purpose of reviewing the claim and **You** or the **Insured Persons** shall provide upon **Our** request all authorisations necessary to obtain the **Insured Person's** medical records that **We** may require as may be necessary for the purpose of reviewing the claim.

Right to Medical Records and Medical Examination

We have the right to have an **Insured Person** examined by a physician or vocational expert of **Our** choice and at **Our** expense as often as may be necessary for the purpose of reviewing the claim.

Interest

No sum payable under this **Policy** shall carry interest.

Limitation of Liability

In no case shall **Our** liability in respect of any claim by **You** or an **Insured Person** exceed the largest sum insured stated in the Table of Benefits to be read in conjunction with **Your Insurance Schedule**.

Premium Adjustment

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

Sanction Limitation Clause

We shall be deemed to provide no cover and **we** shall 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 **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.

Limit Of Underwriters' Liability

- In no case shall the **Our** liability under any Section of this **Policy** in respect of an **Insured Person** exceed the largest sum insured stated in the **Schedule**.
- If a claim or series of claims from one **Event** exceeds the **Accident Accumulation Limit** shown on the **Schedule**, the **Underwriters** will pay either the limit shown on the **Schedule** or reduce each claim made proportionately until the combined total does not exceed the limit shown on the **Schedule**.

General Exclusions

We will not pay any claim directly or indirectly caused or contributed to by:

- 1 Any pre-existing medical condition where the **Insured Person** has sustained injury or suffered illness within 24 months prior to the commencement of the **Period of Insurance** that **We** have not agreed in writing to insure under this **Policy**; or
- 2 The **Insured Person's** participation in an **Activity** against medical advice from a **Medical Practitioner** received within twelve (12) months prior to the commencement of the **Period of Insurance**; or
- 3 An **Insured Person's** participation in **Activities** or **Commuting** outside of the Republic of Ireland unless agreed by **Us**; or
- 4 If the **Insured Person** is seventy (70) years of age or older at the time the **Period of Insurance** commences; or
- 5 Any mental sickness, nervous anxiety, neurosis, depression, mental anguish, emotional or mental disorders or stress related conditions or complaints; or
- 6 Any **Fracture** where **Osteoporosis** has been diagnosed and made known to the **Insured Person** prior to the date of the **Injury**; or
- 7 The **Insured Person's** exposure to Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness; or
- 8 Pregnancy within two (2) months of the estimated date of delivery, or childbirth; or
- 9 Medical operations or treatments not medically necessary to treat an **Insured Person's Injury**, including cosmetic or beauty treatments; or
- 10 The **Insured Person** being under the influence of, or being affected by any drug (unless this drug has been prescribed by a **Medical Practitioner** but not for the treatment of drug addiction); or
- 11 The **Insured Person** drinking too much alcohol, or any form of alcohol abuse, where it is foreseeable that this consumption could result in a serious impairment of an **Insured Person's** faculties and/or judgement resulting in a claim; or
- 12 Driving or riding in motorsport events (other than on a quad bike or go-kart under 250 cc); or
- 13 Driving motorised vehicles for which the **Insured Person** does not hold a full Republic of Ireland driving licence in circumstances requiring that such licence be held; or
- 14 Scuba diving in depths greater than 30 metres, except where the **Insured Person** is accompanied by a scuba diver who holds a current PADI qualification (or foreign equivalent), or in depths greater than 50 metres if the **Insured Person** holds a current PADI qualification (or foreign equivalent) or are under instruction by an instructor who holds a current PADI qualification (or foreign equivalent) unless specifically accepted in writing by **Us**; or
- 15 Any water activities where the **Insured Person** is more than 12 miles from the shoreline of the Republic of Ireland; or unless prior written consent has been granted by **Us**; or
- 16 The **Insured Person's** participation in Mixed Martial Arts or Cage Fighting; or.
- 17 The **Insured Person's** participation in any **Activity** performed on snow or ice for more than thirty-one (31) days during the **Period of Insurance** or for more than twenty-one (21) consecutive days during the **Period of Insurance**; or
- 18 **Activities** that involve crevassed approaches or descents unless prior written consent is obtained from **Us**; or
- 19 Any **Activity** in territories not mapped on the maps issued by the nearest local authority or more than 150km from the nearest habitation in the Republic of Ireland unless prior written consent has been granted by **Us**; or
21. The **Insured Person's** flying other than as a passenger in an aircraft licensed to carry passengers; or
- 22 The **Insured Person's** attempting to commit or committing intentional self-injury or suicide; or
- 23 Any criminal or illegal act by the **Insured Person**; or
- 24 The **Insured Person's** participation in **Activities** as a **Professional**; or
- 25 The **Insured Person's** deliberate exposure to exceptional danger (other than in an attempt to save human life); or
- 26 The **Insured Person's** operational duties as a member of the Armed Forces of the Republic of Ireland; or
- 27 Any claim for **Season Tickets**; or
- 28 Loss or damage or expense resulting from, or in connection with, or any action taken in controlling, preventing, or suppressing **War** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense; or
- 29 The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or **Radiation** or radioactive contamination; or
- 30 Loss or destruction of or damage to any property or any loss or expense resulting or arising there from or any consequential loss or any legal liability of whatever nature or arising from:
 - 30.1 Ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel; or
 - 30.2 The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 31 Any claim arising out of unreasonable failure to seek or follow medical advice.
 - 31.1 sickness, disease or disorder of any kind howsoever caused

