

Personal Accident and Illness Insurance



bradyunderwriting.ie

PA and Illness Wording V12 LIC 5388

This is your Personal Accident and Illness 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.

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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. ("Lloyd's Europe") 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: 0818919101

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

Lloyd's Insurance Company S.A. ("Lloyd's Europe") 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 and the Insured (each a "**Party**" and together the "**Parties**") 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, the Parties 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.

The contract of insurance

This policy, the schedule and any endorsements form a legally binding contract of insurance between **You** and **Us**, and should be read as one document. They set out what is covered and what is not covered, together with the sums insured and any special terms applicable. Please note that separate insurance is provided under this contract of insurance for **Bodily Injury** and for **Illness**.

This insurance covers only the **Insured Events** that have a sum insured inserted against them on the **Schedule**. Where an insurable event has not been selected for cover the words 'Not Covered' are shown next to that insurable event on the **Schedule**.

This insurance policy covers accidental death, disability, or loss that happens during any **Period of Insurance** for which **You** have paid, or agreed to pay the premium. It is important that:

- **You** check that the information contained in the **Schedule** is accurate and that the **Schedule** reflect the coverage sections **You** have requested (see the 'Information you have given us' section below);
- **You** notify **us** of any inaccuracies in the information contained in the **Schedule**, or of any changes to that information (see the 'Notifying us of any changes or inaccuracies' section)
- **You** comply with (i) **Your** duties in the event of a claim, (ii) **Your** duties under each section, and (iii) **Your** duties under the contract of insurance as a whole.

Failure to comply with the above could adversely affect **Your** insurance cover or any claim **You** make.

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.

Age and Residence Conditions

To be covered under the insurance in this policy, **You** must be:

- Not older than the age of seventy (70) during any time of the proposed **Period of Insurance** to be covered under Section One Personal Accident; and
- Not be older than the age of sixty-five (65) during any time of the proposed **Period of Insurance** to be covered under Section Two Illness; and
- A permanent resident in the **Republic of Ireland** at the time the **Period of Insurance** commences.

Information you have given us

In deciding to accept this insurance and in setting the terms, **We** have relied on the information **You** have given **Us**.

You must take care when answering any questions **We** ask by ensuring that any information provided is accurate.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this insurance as if it had never existed and decline all claims. However, if **We** establish that, unknown to **You**, an **Insured Person** deliberately or recklessly provided false or misleading information **We** will treat this insurance, in so far as it relates to the **Insured Person** concerned, as if it had never existed and decline all claims relating to such **Insured**

Person. If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** insurance and any claim. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;

If **We** establish that **You** or an **Insured Person** was careless in providing **Us** with the information **We** have relied upon in accepting this insurance and setting its terms and premium **We** may:

- Amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **You** or an **Insured Person's** carelessness; or
- Charge **You** more for **Your** insurance or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- Cancel **Your** insurance in accordance with the 'Cancelling cover' section of this policy.

We or **Your** broker or insurance intermediary will write to **You** if **We**:

- Intend to treat this insurance as if it had never existed; or
- Need to amend the terms of **Your** insurance; or
- Require **You** to pay more for **Your** insurance.

Notifying us of any changes or inaccuracies

If **You** become aware that information **You** have given **Us** is inaccurate or has changed, **You** must inform **Your** broker or insurance intermediary as soon as practicable.

When **We** are notified that information **You** previously provided is inaccurate, or of any changes to that information, **We** will tell **You** if this affects **Your** insurance. For example **We** may amend the terms of **Your** insurance or require **You** to pay more for **Your** insurance or cancel **Your** insurance in accordance with the 'Cancelling cover' section of this policy.

Privacy Notice

Who Underwriters Are

We 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** to provide **You** with insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes details such as **Your** name and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You**. Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling 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 **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other Peoples Details the Insured Provides to Underwriters

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

Want More Details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice, which is available in the Privacy section of **Our** website www.lloyds.com/news-and-risk-insight/lloyds-subsiidiary-in-brussels or in other formats on request. For more information about how Brady Underwriting use **Your** personal information please see their full privacy notice(s), which is available online on their website www.bradyunderwriting.ie/privacy/ or in other formats on request. Brady Underwriting will also share **Your** personal information with **Us**.

Contact Details

You have rights in relation to the information **We** and Brady Underwriting hold about **You**, including (but not limited to) the right to access **Your** information. If **You** wish to exercise any of **Your** rights, discuss how **We** and Brady Underwriting use **Your** 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

You also have the right to lodge a complaint with **Your** supervisory authority, but **We** encourage **You** to contact **Us** 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. 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

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 to **you** under this insurance. If **you** are 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 for and on behalf of Lloyd's Insurance Company S.A.

James Brady
Brady Underwriting

Definitions

The words and phrases below have the meanings shown whenever they appear in **bold** in this document, schedule and endorsements .

Accident

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

Accident Accumulation Limit

The most **We** will pay under this contract of insurance for an **Accident** involving more than one **Insured Person**. If a claim goes over the limit shown on the **Schedule**, **We** will pay each **Insured Person** an amount equal to this limit divided by the number of **Insured Persons** for whom **You** are claiming.

Average Weekly Wage

An **Insured Person's** average weekly salary (not including payments for overtime, commission or bonuses) before tax and Pay Related Social Insurance for the 13 weeks immediately before the first date they are absent from work due to the **Accident** or **Illness**.

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

the **Insured Person's** net profit as declared to the Revenue Commission; plus

any **Fixed Costs** which are shown within in the **Insured Person's** trading accounts and for which the **Insured Person** is unable to obtain a refund.

For the purposes of this calculation, **We** will not include any **Variable Costs** which are shown within the **Insured Person's** trading accounts.

Bodily Injury

Physical injury (including **Illness** directly resulting from that physical injury) caused only by an **Accident** and which results in an **Insured Person's** death or disability within 12 consecutive months of the date of the **Accident**.

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 / Insured Person / You** or 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 initial period of **Temporary Total Disability** or **Temporary Partial Disability** during which we will not pay the benefit under **Insured Events** 5 (Temporary Total Disability), 6 (Temporary Partial Disability) or 7 (Hospital Cash) in

Section one: Personal accident or Insured Event 3 (Temporary Total Disability) in Section two: Illness. The **Deferment Period** is shown in the **Schedule**.

Excess

The first amount of each and every claim before any **Medical Expenses** are payable to the **Insured** as shown in the **Schedule**.

Fixed Costs

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

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.

Illness

Sickness or disease, the symptoms of which first appear during the **Period of Insurance** and which results solely and independently of any other cause in **Your** total disablement within 12 consecutive months after the symptoms first appear.

Insured Event

Any event shown in the **Schedule** that has a sum inserted against it.

Insured Person

Any person shown in the **Schedule** as being an **Insured Person**.

Loss of a Limb

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

Loss of Sight (Section one: Personal accident)

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

in both eyes, if an **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or

in one eye, if after correction the degree of sight an **Insured Person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

Loss of Sight (Section two: Illness)

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

Medical Expenses

Expenses an **Insured Person** incurs that are deemed necessary by a **Medical Practitioner** following **Bodily Injury** occurring during the **Period of Insurance** resulting in a valid claim **under Insured Events 2 to 6** as shown on the **Schedule**, for medical treatment, dental treatment, hospital surgery, manipulative massage, Physiotherapy treatment, x-rays or nursing treatment, including the cost of medical supplies and ambulance hire and incurred within 52 weeks from the date of the **Accident**.

Medical Practitioner

Any suitably qualified medical practitioner registered by the Irish Medical Council (or Foreign Equivalent); or in respect of dental treatment only, a dental practitioner who is registered with the Dental Council of Ireland (or foreign equivalent); other than:

- **You**; or.
- **Your** immediate family; or
- **Your** employee; or
- Any person with whom **You** have a contract for services.

Period of Insurance

This is the length of time **You** and **Insured Person(s)** are covered by this insurance (as shown in the **Schedule**) and any extra period for which **We** accept **Your** premium.

Permanent Total Disability

Disability which entirely prevents an **Insured Person** from carrying out all parts of their usual business or occupation for at least 52 consecutive weeks and at the end of that period is beyond hope of improvement.

Pre-Existing Medical Condition

Any condition, whether diagnosed or not, for which **You** have sought advice, diagnosis, treatment or counselling or of which **You** were aware or should have been aware at inception of this contract of insurance or for which **You** have been treated at any time during the 5 years prior to the inception, or date of addition, of this contract of insurance (inception relates to the start date shown in the Schedule).

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)**.

Temporary Partial Disability

A disability which prevents an **Insured Person** from carrying out at least 50% but not all, of their usual business or occupation.

Temporary Total Disability

A disability which entirely prevents an **Insured Person** from carrying out all parts of 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 use of force or violence and/or the threat of such use. 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).

Variable Costs

The cost of doing business such as the cost of goods, shipping costs, postage, handling and storage fees, sales commission, the cost of phone calls and fuel, which are directly related to the cost of selling goods or services.

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 Your nationality 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 war weapons.
- **Terrorist Activity.**
- Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to Your nationality whether war be declared with that state or not.

We, Us, Our

Lloyd's Insurance Company S.A. ("Lloyd's Europe")

You, Your

The person or people named in the **Schedule** as being the **Insured**.

Section one: Personal accident

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

Cover – what is covered

This section only covers claims which fall within the definition of **Bodily Injury** and does not cover any claim caused or contributed to by **Illness** which does not fall within the definition of **Bodily Injury**.

We will pay up to the sum insured selected and shown in the **Schedule** if, during the **Period of Insurance**, an **Insured Person** suffers **Bodily Injury** which results in any of the following **Insured Events**:

1 Accidental death (**We** will also pay the sum insured for death if an **Insured Person** disappears, is not found within 52 weeks, and

We receive sufficient evidence to reasonably conclude that a **Bodily Injury** caused their death).

2 **Loss of Sight** in one or both eyes.

3 **Loss of a Limb**.

4 **Permanent Total Disability**.

5 **Temporary Total Disability** (while an **Insured Person** continues to be disabled, **We** will pay the weekly sum insured for the duration shown in the **Schedule** from the date of an **Accident**, less the **Deferment Period**).

Temporary Partial Disability (while an **Insured Person** continues to be disabled, **We** will pay the weekly sum insured for the duration shown in the **Schedule** from the date of an **Accident**, less the **Deferment Period**).

6 Hospital Cash, **We** will pay a daily benefit as a result of a **Bodily Injury** as shown in the **Schedule** for each full 24 hours stay that **You** spend in hospital as an inpatient for up to 30 Days less the **Deferment Period**.

If the **Schedule** indicates that these optional **Insured Events** have been purchased for an additional premium **We** will pay the following:

8 **Medical Expenses** up to the sum insured less the **Excess** shown in the **Schedule** that **You** have incurred as a result of a **Bodily Injury**

9 Extended Scale of Benefits for Personal Accident. If the **Schedule** indicates that this **Insured Event** has been purchased for an additional premium, **We** will pay the sum insureds shown for each extended benefit shown in the **Schedule**.

Exclusions – what is not covered

The following exclusions apply to Section one: Personal accident. The General Exclusions also apply to all of this contract of insurance.

We will not pay the following.

- The sum insured for **Insured Event 1** (Death) if the **Bodily Injury** does not lead to death within 52 weeks of an **Accident**.
- The sum insured for **Insured Events 2** (**Loss of Sight**) or 3 (**Loss of a Limb**) if the loss results in death within 52 weeks of an **Accident**.
- The sum insured for **Insured Event 4** (**Permanent Total Disability**) if the disability results in death within 52 weeks of an **Accident**.
- The **Deferment Period** of any claim under **Insured Events 5** (**Temporary Total Disability**) and 6 (**Temporary Partial Disability**), for each **Insured Person**.
- Any claim under **Insured Events 5** (**Temporary Total Disability**) or 6 (**Temporary Partial Disability**) for a period after 104 weeks from the date that an **Accident** happened.

- For **Insured Event 5 (Temporary Total Disability)**, any amount over 85% of an **Insured Person's Average Weekly Wage** before deductions. For **Insured Event 6 (Temporary Partial Disability)**, any amount over 40% of the maximum weekly benefit **We** will pay under **Insured Event 5**.

For **Insured Event 7 (Hospital Cash)** any benefit will cease once **You** have returned to work or are able to resume the majority of **Your** duties or activities performed prior to suffering a **Bodily Injury**.

- Any claim for **Medical Expenses** if **You** or an **Insured Person** have cover for them under any other insurance.
- Any amount over the **Accident Accumulation Limit** shown in the **Schedule**.

Special conditions

The following conditions apply to Section one: Personal accident. The General Conditions also apply to all of this contract of insurance.

1. If **Insured Event 1 (Death)** is covered, this benefit will also be payable in the event of **Your** disappearance.

We will only provide this benefit if:

- i. **Your** body is not found within twelve months of **Your** disappearance, and sufficient evidence is produced, s a t i s f a c t o r y to **Us**, that leads **Us** to reasonably conclude that **You** have sustained **Bodily Injury** and that s u c h injury has caused **Your** death; and
 - ii. the person or persons to whom such sum is paid signs an undertaking to refund such sum to **Us** if **You** are subsequently found to be alive.
2. **We** will only pay for once for **Insured Events 1 to 4** arising from the same **Accident**. If the Extended Scale of Benefits is shown in the **Schedule** we will only pay once for Insured Events 1 to 9.15 from the same **Accident**.
 3. If loss or disability covered by this insurance policy causes death (within 52 weeks of an **Accident**) before **We** have paid any c l a i m for loss or disability, **We** will only pay the amount shown in the **Schedule** for **Insured Event 1 (Death)**.
 4. If **We** have made any payment for weekly benefit under **Insured Event 5 (Temporary Total Disability)** or **6 (Temporary Partial Disability)**, **We** will take this amount from any fixed benefit **We** later pay for the **Accident**.

Section two: Illness

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

Cover – what is covered

This section only covers claims which fall within the definition of **Illness** and does not cover any claim caused or contributed to by **Bodily Injury**.

We will pay up to the sum insured shown in the **Schedule** if an **Insured Person** suffers an **Illness**, the symptoms of which first appear during the **Period of Insurance** and which results in any one of the following **Insured Events**:

1. **Loss of Sight** in both eyes.
2. **Permanent Total Disability** by paralysis only.
3. **Temporary Total Disability** (while the **Insured Person** continues to be disabled, **We** will pay the weekly sum insured for the duration shown in the **Schedule** from the first date of absence from work due to **Illness**, less the **Deferment Period**).

Exclusions – what is not covered

The following exclusions apply to Section two: Illness. The General Exclusions also apply to all of this contract of insurance.

We will not pay the following.

- The sum insured for **Insured Event 1** (Death) if the loss results in death within 52 weeks of an **Illness**.
- The sum insured for **Insured Event 2** (**Permanent Total Disability**) if the disability results in death within 52 weeks of an **Illness**.
- The **Deferment Period** of any claim under **Insured Event 3** (**Temporary Total Disability**), for each **Insured Person**.
- Any claim under **Insured Event 3** (**Temporary Total Disability**) for a period after 52 weeks from the date that the symptoms of an **Illness** first appeared.
- For **Insured Event 3** (**Total Temporary Disability**), any amount over 85% of an **Insured Person's Average Weekly Wage** before deductions.

Special conditions

The following conditions apply to Section two: Illness. The General Conditions also apply to all of this contract of insurance.

- 1 **We** will only pay for once for **Insured Events 1 and 2** for each **Illness**
- 2 If **We** have made any payment for weekly benefit under **Insured Event 3** (**Total Temporary Disability**), **We** will take this amount from any fixed benefit **We** later pay for the **Illness**.

General Exclusions

The following exclusions apply to the whole of this insurance.

This insurance does not cover death, loss, disability or expense caused or contributed to by, resulting from, or in connection with the following:

- 1 **War**, act of foreign enemy (whether war is declared or not), hostilities or any act of war or civil war.
- 2 The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials by any person(s) committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear;
- 3 Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 4 **You** or an **Insured Person** taking part in armed forces service or operations.
- 5 **You** or an **Insured Person** flying, other than as a fare paying passenger.
- 6 **You** or an **Insured Person** diving where breathing equipment is needed or used, rock climbing, mountaineering, potholing, hang-gliding, parachuting or racing (other than athletics or swimming).
- 7 **You** or an **Insured Person's** suicide, attempted suicide, intentional self-injury.
- 8 **You** or an **Insured Person** having neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or any other mental or emotional diseases or disorders of any type.
- 9 **You** or an **Insured Person** having a chronic pain syndrome including but not limited to Chronic or Complex Regional Pain Syndrome, or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body).
- 10 **You** or an **Insured Person** having a sexually transmitted disease, including Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or any related condition.
- 11 **You** or an **Insured Person** taking part in a criminal act.
- 12 **You** or an **Insured Person's** deliberate exposure to exceptional danger (except in an attempt to save human life).
- 13 **You** or an **Insured Person** being under the influence of alcohol or drugs.
- 14 Any surgery or treatment that is not medically necessary, cosmetic surgery, the reversal of cosmetic surgery or any corrective treatment as a result of previous cosmetic surgery.
- 15 Any **Pre-Existing Medical Condition**.
- 16 Any claim for accident in which **You** or an **Insured Person** were 70 years of age or older at the time the period of insurance commenced, or any claim for illness in which **You** or an **Insured Person** were 65 years of age or older at the time the **Period of Insurance** commenced.
- 17 Any **Medical Expenses** that are covered by any other valid and collectible insurance or health service facility.

General Conditions

The following conditions apply to the whole of this insurance.

1 Claims under both sections

We will only pay a claim resulting from a single **Insured Event** under either Section one: Personal accident or Section two: Illness, but not both.

2 Reasonable care

Every **Insured Person** must take all reasonable care to prevent any loss or **Bodily Injury**.

3 Claims

When a claim or possible claim arises, **You and/or an Insured Person** must tell **Us**, in writing, as soon as possible (see Making a claim). **You and/or the Insured Person** must get and act on advice from a **Medical Practitioner**, and attend any medical examination that **We** ask and pay for. If an **Insured Person** dies, **We** will be entitled to ask for, at **Our** expense, a post mortem examination. **You** or any **Insured Person** must give **Us** (at **Your** or their own expense) any documents, information and evidence **We** need. **We** will only request information relevant to **Your** claim.

When **We** pay a claim for **Insured Event 5 (Temporary Total Disability)** or **6 (Temporary Partial Disability)** of Section one: Personal Accident, or **Insured Event 3 (Temporary Total Disability)** of Section two: Illness, **We** will normally pay the total amount due to **You** at the end of **Your** or the **Insured Person's** disability. **We** will consider paying the benefit each month in arrears (for the previous month) if **You** ask for this in writing and any **Deferment Period** has passed. **We** have the right to stop these payments at any time.

4 Fraudulent claims

If a claim is made which **You**, an **Insured Person**, or anyone acting on **Your** or their behalf, knows is false, fraudulent or exaggerated, **We** will not pay the claim and cover under this insurance will end without **Us** returning **Your** premium.

5 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 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 our processing activities, please see our privacy policy <https://lloydseurope.com/privacy-notice>

6 Cancelling cover

Your right to change Your mind if You are a private policyholder

You can cancel this insurance at any time by contacting **Your** broker or insurance intermediary.

We have the right to cancel **Your** policy at any time by giving **You** 28 days' notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the latest address **We** have for **You** and will set out the reason for cancellation in **Our** letter. Valid reasons may include but are not limited to:

- Where **We** have been unable to collect a premium payment. In this case **We** will contact **You** in writing requesting payment by a specific date. If **We** do not receive payment by this date **We** will write to **You** again notifying **You** that payment has not been received and giving **You** 21 days' notice of a final date for payment. This letter will also notify **You** that if payment is not received by this date **Your** policy will be cancelled. If payment is not received by that date **We** will cancel **Your** policy with immediate effect and notify **You** in writing that such cancellation has taken place;

- Where **You** are required in accordance with the terms of this policy to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend their interests. In this case **We** may issue a cancellation letter and **We** will cancel **Your** policy if **You** fail to co-operate with **Us** or provide the required information or documentation.
- Where **We** reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

7 Cyber Clarification Clause

We 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

8 Pre-Existing Medical Condition

You must disclose to **Us** any **Pre-Existing Medical Condition** where **You** or the **Insured person** have sustained any **Bodily Injury** or suffered any **Illness** within sixty (60) months prior to the commencement of the **Period of Insurance** in respect of insurance cover for **Accident**; or any disability, condition or illness for which **You** have received or required medical or psychiatric treatment or counselling in the sixty (60) months prior to the commencement of the **Period of Insurance** in respect of insurance cover for **Illness**. Any claim that **You** or the **Insured Person** make under this policy arising from any **Pre-Existing Medical Condition** that **We** have not agreed in writing to insure will not be covered.

Refund of premium

This insurance has a cooling off period of fourteen (14) working days from either:

- the date **You** receive this contract of insurance; or
- the start of the **period of insurance**

whichever is the later.

If **You** cancel this contract of insurance within the cooling off period then, provided **You** have not made a claim and no circumstances have arisen under which **You** may make a claim, **We** will refund in full any premium **You** have paid.

If this insurance is cancelled outside the cooling off period then, provided **You** have not made a claim and no circumstances have arisen under which **You** may make, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

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.

Making a claim

If **You** need to make a claim:

You should place yourself under the care of a duly qualified **Medical Practitioner** as soon as reasonably possible.

Check **Your** insurance policy and **Your** **Schedule** to see if **You** are covered.

| | | |
|----------|----------------------|--|
| Contact: | Claims Department | Tel: 0818 919101 |
| | Brady Underwriting | |
| | Insurance House | E-mail: claims@bradyunderwriting.ie |
| | Main Street | |
| | Co Leitrim, N41 R7T8 | |

You must report any claim as soon as possible.

Please quote the policy Number or Claim Number. If **You** have any questions or concerns about the handling of a claim please contact claims@bradyunderwriting.ie or call 0818 919101

How to complain

We are dedicated to providing **You** with a first class service and wish to ensure that this is maintained at all times. If **You** have any questions or concerns about the Policy, **You** should in the first instance contact the broker or intermediary who arranged cover on **Your** behalf, 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 **You**.

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

Head of Complaints Management
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels
Belgium

Tel: +32 (0)2 227 39 40
E-mail: lloydseurope.complaints@lloyds.com

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. **You** will also be informed of the name of one or more individuals that will be **Your** point of contact regarding the complaint until the complaint is resolved or cannot be progressed any further. **You** will be provided with an update on the progress of the investigation of their complaint, in writing, within 20 (twenty) business days of the complaint being made.

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

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

Financial Services and Pensions Ombudsman

Lincoln House

Lincoln Place

Dublin 2

D02 VH29

Republic of Ireland

Tel: +353 1 6 567 7000

E-mail: info@fspo.ie

Website: www.fspo.ie

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