

Personal Accident **Policy**

Important Information

Please read and keep safe

Personal Accident Policy

Contents	Page
Introduction	1
Cover	2
Claims Provisions	6
Paying Claims	7
Definitions	8
General Conditions	10
General Exclusions	11



Aviva Insurance Ireland DAC

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.

A private company limited by shares.

Registered in Ireland No. 605769.

Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

Introduction

Your policy

This is **Your** Aviva Personal Accident Insurance Policy containing full details of the insurance being provided. **Your Policy Schedule** contains particulars personal to the insurance protection under the policy including the levels of cover operative under each section of the policy and should be read in conjunction with the rest of the policy. Please examine this policy booklet and your **Policy Schedule** carefully to ensure it meets **Your** particular needs. Important – please note: only those sections showing as in force in **Your Policy Schedule** shall apply to **Your particular policy**.

The law which applies to the contract

Under European law and the law of the Republic of Ireland, **You** and **We** can choose the law which will apply to this contract. **We** propose that the law of the Republic of Ireland will apply. This insurance is provided by **Us**, Aviva Insurance Ireland DAC.

Cooling off period

You have the right to cancel **Your** policy in the 14 days after the start of the policy or the day on which you receive your policy documents, whichever is later. **We** will work out the premium for the period we have been insuring **You** and refund the balance.

Complaints policy

We aim to give excellent service to all **Our** customers. However, **We** recognise that things may occasionally go wrong. **We** will do our best to deal with complaints as quickly and effectively as possible. If **You** arranged **Your** cover through an intermediary or broker, please ensure that any complaints are sent to them.

If the complaint is not sorted out to **Your** and/or an **Insured Person's** satisfaction, the Aviva Ireland Complaints Team can also be contacted at Aviva Insurance Ireland DAC, Building 12, Cherrywood Business Park, Loughlinstown, Dublin 18, D18 W2P5, Ireland or contact the following:

- **Insurance Ireland's Insurance Information Service**, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1.
Phone: 01 676 1820
Fax: 01 676 1943
E-mail: iis@insuranceireland.eu
Website: www.insuranceireland.eu
- **The Financial Services and Pensions Ombudsman**, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.
Phone: 01 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie

You and/or an **Insured Person** will not lose their right to take legal action if they contact either of the above.

Insurance Act 1936 (Section 93)

All money which is paid or may be paid by **Us** to **You** under this policy will be paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in line with Section 5 of the Stamp Duties Consolidation Act 1999.

Cover

Where the relevant benefit listed below is shown as in force in Your Policy Schedule, subject to the terms of cover in each case, **We** will pay the amount shown in **Your Policy Schedule** to an **Insured Person** for **Accidental Bodily Injury** to that Insured Person occurring during the **Period of Insurance**, provided that:

- (i) the **Bodily Injury** is sustained during the **Operating Time of Cover**; and
- (ii) the **Bodily Injury** manifests within 24 months of the date of the **Accident** directly and independently of any other cause.

The amount payable to an **Insured Person** in respect of any cover listed herein shall be the amount as stated in **Your Policy Schedule** for that category of **Insured Person**.

Accidental Death

We will pay the amount shown in **Your Policy Schedule** to the **Insured Person**, for **Accidental Bodily Injury** to an **Insured Person** which results in death.

Childcare Expenses

In the event of a claim being paid for **Permanent Total Disablement**, **We** will pay the **Insured Person** for up to 52 weeks for necessary childcare expenses. The maximum that **We** will pay per week is stated in **Your Policy Schedule**.

Coma Benefit

In the event that an **Insured Person** sustains **Accidental Bodily Injury** which results in a continuous unconscious state, **We** will pay the **Insured Person** an additional sum for each complete day of continuous unconsciousness up to a maximum of 365 days. The maximum that **We** will pay per day is stated in **Your Policy Schedule**.

Commuting Expenses

In the event that an **Insured Person** sustains **Accidental Bodily Injury** which results in a payment of **Temporary Total Disablement** or **Temporary Partial Disablement**, **We** will pay the **Insured Person** for any reasonable costs of a taxi or other additional costs incurred to transport the **Insured Person** to and from their normal place of residence and their usual place of work for a period of two weeks after the **Insured Person** returns to work. The amount that **We** will pay is stated in **Your Policy Schedule**.

Cosmetic Surgery

In the event that an **Insured Person** has a valid claim under this policy's **Permanent Total Disablement** cover, **We** will pay for the reasonable costs incurred by the **Insured Person** for cosmetic reconstructive treatment (other than for injury as a result of surgical procedure) as recommended by the treating **Qualified Medical Practitioner** if incurred within 104 weeks of the **Accident** causing the **Permanent Total Disablement**. The maximum that **We** will pay is stated in **Your Policy Schedule**.

Facial Disfigurement

In the event that an **Insured Person** suffers **Accidental Bodily Injury** which, within two years is the sole cause of permanent facial disfigurement with visible scar tissue of at least one centimetre in length in the area from the hairline to and including the lower jaw and ears, **We** will pay the **Insured Person** the amount stated in **Your Policy Schedule**.

Fracture Benefit

In the event that an **Insured Person** sustains **Accidental Bodily Injury** and directly as a result, **the Insured Person** fractures one or more bones, **We** will pay the **Insured Person** the amount stated in **Your Policy Schedule**.

We will pay a fracture benefit only once during the **Period of Insurance** for each **Insured Person**. **We** will not pay any benefit for **Accidental Bodily Injury** resulting solely in fracture(s) in the fingers or toes. In the event of multiple fractures to a bone as a result of the same **Accident** the benefit amount will apply only once to each bone fractured.

Funeral Expenses

In the event of the **Accidental Death** of an **Insured Person** and the payment of an **Accidental Death** benefit under this policy in respect of that **Insured Person**, **We** will pay the **Insured Person's** estate for the reasonable costs of a funeral. The maximum that **We** will pay in relation to any one claim is stated in **Your Policy Schedule**.

Home Alteration Expenses

In the event that an **Insured Person** sustains **Permanent Total Disablement** due to **Accidental Bodily Injury**, **We** will pay the **Insured Person** for the reasonable expenses incurred to make physical changes necessary to the **Insured Person's** normal place of residence while living with the **Permanent Total Disablement**. The maximum that **We** will pay in relation to any one claim is stated in **Your Policy Schedule**.

Hospitalisation

In the event that an **Insured Person** is admitted as a hospital in-patient as a result of **Accidental Bodily Injury**, **We** will pay the **Insured Person** the daily benefit amount set out in **Your Policy Schedule** up to the maximum number of days stated in **Your Policy Schedule**.

Medical Expenses

In the event of an **Insured Person** sustaining **Accidental Bodily Injury**, **We** will pay the **Insured Person** for the cost of any incurred medical expenses confirmed to be necessary by a **Qualified Medical Practitioner**. The maximum that **We** will pay for any one **Accident** is stated in **Your Policy Schedule**.

Permanent Partial Disablement

In the event of an **Insured Person** **Accidentally** suffering one of the **Bodily Injuries** below, **We** will pay the corresponding percentage of the benefit amount stated in **Your Policy Schedule** for **Permanent Total Disablement**. This amount will be calculated using the following Proportion of Injury Tables:

• Total loss of use of a leg	50%
• Total loss of use of a foot	50%
• Unconsolidated fracture of the femur	50%
• Total loss of an eye or reduction by half of binocular vision	25%
• Unconsolidated fracture of lower leg	25%
• Partial amputation of a foot including toes and part of the foot	25%
• Total incurable deafness resulting directly and solely from an Accident	30%
• Total loss of hearing in one ear	25%
• Total loss of movement in the hip	20%
• Total loss of movement in the knee	20%
• Total loss of movement in the instep	20%
• Unconsolidated fracture of the kneecap	20%
• Unconsolidated fracture of the lower jaw	20%
• Loss of 80% of the teeth	10%
• Amputation of the big toe or four small toes on a foot	15%
• Shortening of a leg by at least 3cm	20%

	Right	Left
Total loss of use of an arm	60%	50%
Total loss of use of a hand	60%	50%
Unconsolidated fracture of an arm	50%	25%
Amputation of the thumb	25%	25%
Amputation of the index finger	20%	20%
Amputation of the middle finger	10%	10%
Amputation of the ring finger	10%	10%

Amputation of the little finger	10%	10%
Total loss of use of movement in the shoulder	25%	25%
Total loss of use of movement in the elbow	25%	25%
Total loss of use of two fingers of a hand	15%	10%
Total loss of use of movement in a wrist	20%	20%

If the **Insured Person** is left-handed, the percentages shown above are reversed.

Permanent Total Disablement

In the event that an **Insured Person** sustains **Accidental Bodily Injury** which results in **Permanent Total Disablement**, **We** will pay the benefit amount stated in **Your Policy Schedule**.

Rehabilitation Expenses

In the event of an **Insured Person** sustaining **Accidental Bodily Injury**, **We** will pay the **Insured Person** for the reasonable expenses necessarily incurred in engaging professional rehabilitation advice and assistance to rehabilitate and/or retrain the **Insured Person**, including payment for consultations, diagnostics, physiotherapy treatment, and operations. The maximum that **We** will pay for any one claim is stated in **Your Policy Schedule**.

Temporary Partial Disablement

We will pay the amount shown in **Your Policy Schedule** to an **Insured Person**, for **Accidental Bodily Injury** to that **Insured Person** which, within 24 months of the date of the **Accident** causing the **Bodily Injury**, solely directly and independently of any other cause results in **Temporary Partial Disablement**.

Temporary Total Disablement

We will pay the amount shown in **Your Policy Schedule** to an **Insured Person**, for **Accidental Bodily Injury** to that **Insured Person** which, within 24 months of the date of the **Accident** causing the **Bodily Injury**, solely directly and independently of any other cause results in **Temporary Total Disablement**.

Clauses Specific to this Section

Disability

If an **Insured Person** was already disabled before the **Accidental Bodily Injury** giving rise to a claim for **Permanent Total Disablement** benefit or already had a condition which was gradually getting worse, **We** will assess medical evidence of the difference between the **Insured Person's Permanent Total Disablement** before and after the **Bodily Injury**, and may reduce **Our** payment proportionately.

Disappearance

If an **Insured Person** has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by **Accidental Bodily Injury**, such **Insured Person** will be presumed to have died.

Exposure

Death or **Permanent Total Disablement** caused by exposure to the elements shall be deemed to have been caused by **Accident**.

Maximum Weekly Benefit

The maximum weekly benefit payable for **Temporary Total Disablement** will not exceed 75% of the **Insured Person's** weekly wage or the amount stated in **Your Policy Schedule**, whichever is lower.

Payment of Permanent Total Disablement

Benefit in respect of **Permanent Total Disablement** will be payable after the expiry of 52 consecutive weeks disablement and on certification by a **Qualified Medical Practitioner** that disablement is permanent and without expectation of recovery.

Payment of Permanent Total Disablement and/or Temporary Partial Disablement

- (1) Payment of benefit for **Temporary Total Disablement** and/or **Temporary Partial Disablement** shall not preclude entitlement to any other benefit but shall cease immediately following payment of a claim for:
 - (a) **Accidental Death;** or
 - (b) **Permanent Total Disablement.**
- (2) Payment of benefit for **Temporary Total Disablement** and/or **Temporary Partial Disablement** will be paid at 4 weekly intervals in arrears commencing after the expiry of the **Deferment Period**, on the supply of certificates from a **Qualified Medical Practitioner** confirming that the **Insured Person** is totally or partially (as relevant) unable to complete their occupational duties.
- (3) In respect of any one **Accidental Bodily Injury**, benefit will not be payable in respect of **Temporary Total Disablement or Temporary Partial Disablement** for longer than the **Benefit Period** shown in **Your Policy Schedule**.

Claims Provisions

Once an **Insured Person** becomes aware of anything likely to result in a claim, they must:

- a. Notify **Us** immediately

Submit **Your** claim at www.aviva.ie/personalaccidentclaim. An **Insured Person** may nominate someone else to do this on their behalf if they are unable to do it themselves;

and

- b. Supply details and documents

Supply at the **Insured Person's** own expense any information, evidence and receipts that **We** require including medical certificates signed by a **Qualified Medical Practitioner**, police reports and other relevant reports;

If there is a delay in notifying a claim to **Us** and the delay affects **Our** assessment of an **Insured Person's** claim, this may impact our ability to settle the claim or the amount of the claim that is paid. Where specific timelines for a benefit are applicable, they will be outlined in the description of that benefit in the Cover section.

Each **Insured Person** must recognise **Our** right to:

- a. Handle a claim in their name

Take over and deal with the defence or settlement of any claim in their name and keep any amount recovered;

- b. Pay in euro

Settle all claims in euro;

- c. Be reimbursed promptly

Be reimbursed within 30 days for any costs or expenses that are not insured under this policy, which **We** pay to an **Insured Person**, or on their behalf;

- d. Receive medical certificates

Be supplied at the expense of the **Insured Person** with appropriate original medical certificates before paying a claim;

- e. Carry out medical examinations

Request and carry out a medical examination and insist on a post-mortem examination, if the law allows **Us** to ask for one, at **Our** expense;

- f. Repatriate an **Insured Person** when appropriate

At **Our** sole discretion to repatriate an **Insured Person** provided there is no medical advice to the contrary;

Paying Claims

The following outlines how **We** will pay any claim to an Insured **Person**.

In relation to any claim for Accidental Death:

If the **Insured Person** is 18 years or over, **We** will pay the claim to the estate of the deceased **Insured Person** and receipt by the personal representative(s) shall be a full discharge of all liability by **Us** in respect of the claim;

If the **Insured Person** is a minor, **We** shall make the payment to the parent or legal guardian of the deceased **Insured Person**. The parent or legal guardian's receipt shall be a full discharge of all liability by **Us** in respect of the claim.

In relation to all other claims

If the **Insured Person** is 18 years or over, **We** will pay the claim to the **Insured Person** and their receipt shall be a full discharge of all liability by **Us** in respect of the claim;

If the **Insured Person** is a minor, **We** shall make the payment to their parent or legal guardian. The parent or legal guardian's receipt shall be a full discharge of all liability by **Us** in respect of the claim.

Definitions

Accident/Accidental means a sudden violent external unforeseen and identifiable event.

Benefit Period means the total period, after the expiry of any **Deferment Period** stated in **Your Policy Schedule**, for which **We** will pay benefits for **Temporary Total Disablement** and/or **Temporary Partial Disablement** in respect of any one **Accidental Bodily Injury** to any **Insured Person**.

Bodily Injury means injury to an **Insured Person** resulting directly from an **Accident** caused by something violent and visible.

Deferment Period means the number of calendar days at the commencement of each and every period of **Temporary Total Disablement** or **Temporary Partial Disablement** for which benefit is not payable, as shown in **Your Policy Schedule**.

Insured Person(s) means the person(s) listed under the 'Categories of Insured Persons' in **Your Policy Schedule**.

Operative Time of Cover means the period of time during which an **Insured Person** is covered by this policy as described in **Your Policy Schedule**.

Period of Insurance means the period of time covered by this policy, as shown in **Your Policy Schedule**, and any further period that **We** agree to insure **You** for.

Permanent Partial Disablement means disablement which has lasted for at least twelve months which in the opinion of a **Qualified Medical Practitioner** is beyond hope of recovery and shall in all probability continue for the remainder of the **Insured Person's** life, and results in one or more injuries listed in the Proportion of Injury Tables on page 3.

Permanent Total Disablement means permanent disablement, wholly preventing the **Insured Person** from engaging in or giving attention to their usual occupational duties where disablement lasts without interruption for more than 12 months from the date of **Accidental Bodily Injury**, and in all probability shall continue for the remainder of the **Insured Person's** life.

Policyholder means the Policyholder listed in **Your Policy Schedule**.

Policy Schedule means the document provided to **You** which gives details of the cover **You** have and which specifies details of the **Policyholder**, **Insured Persons**, **Operative Time of Cover** and any Deferment Period(s), endorsements and additional conditions applying to **Your** policy.

Qualified Medical Practitioner means a doctor or specialist who is registered or licensed to practise medicine or dentistry under the laws of the country they practise in, other than a member of the immediate family of an **Insured Person**.

Temporary Partial Disablement means disablement which prevents the **Insured Person** from engaging in or attending to over 50% of their usual occupational duties.

Temporary Total Disablement means disablement which entirely prevents the **Insured Person** from engaging in or attending to their usual occupational duties but is not expected to continue for the remainder of the **Insured Person's** life.

Terrorism means an act and/or threat of force or violence by any person or persons whether alone or on behalf of or in connection with any organisation committed for political or other purposes with including the intention to influence any government and/or to put the public or any section of the public in fear.

You/Your means the Policyholder named in **Your Policy Schedule** as being Insured.

War means invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

We/Us/Our means Aviva Insurance Ireland DAC.

General Conditions

Age Limits

Unless otherwise agreed by **Us** and specifically noted in this policy, no person aged 70 or over at the commencement of the **Period of Insurance** will be covered by this policy.

Arbitration

Any dispute between: (i) **You** or an **Insured Person**; and (ii) **Us** on **Our** liability in respect of a claim or the amount to be paid shall be referred within twelve months of the dispute arising to an arbitrator appointed jointly by **You** and/or an **Insured Person** and **Us**. The arbitrator will be appointed by the President of the Law Society of Ireland and the decision of such arbitrator shall be final and binding on both parties.

Cancellation

We may cancel this policy by sending 30 days' notice to **You** at **Your** last known address and in such event **You** shall become entitled to the return of part of the premium corresponding to the unexpired **Period of Insurance**.

You may cancel this policy after the "Cooling Off Period" by giving **Us** notice and provided that during the **Period of Insurance** there has been no:

- (a) claim(s) made under the policy for which **We** have made a payment;
- (b) claim(s) made under the policy which are still under consideration;
- (c) incident(s) which **You** are aware of and are likely to give rise to a claim which has already been or is yet to be reported to **Us**;

We will refund the part of the premium paid for the unexpired period.

For more information on how to cancel within the "Cooling Off Period" please see page 1.

Fraud and Misrepresentation

An **Insured Person** may lose all benefit under this policy if any claim is fraudulent in any way or if they or anyone acting on their behalf has used any type of fraud relating to this insurance policy. This includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim.

Insured Persons may lose some or all benefit under this policy if **You** have not answered all questions, which **We** have asked, honestly and with reasonable care (including any answers or information **You** have provided to **Us** that may have affected our decision to provide cover or in calculating the policy premium) or if **You** have used any false or stolen documents in applying for the cover provided under this policy.

In the event of any fraud relating to this insurance policy **We** may cancel the policy and retain the premium paid.

Sanctions

This policy does not cover or indemnify any **Insured Person** in respect of any liability loss damage cost expense or any other benefit of whatsoever nature where the provision of any payment in respect of such liability loss damage cost expense or any other benefit under this policy would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions laws or regulations, including those of the European Union, United Kingdom and United States of America.

General Exclusions

This policy does not cover or indemnify the **Insured Person** in respect of any **Bodily Injury** caused or contributed to by:

1. **War**, or any action taken in controlling, preventing, suppressing or in any way relating to **War**;
2. suicide or attempted suicide;
3. the **Insured Person** engaging in air travel except as a passenger in a fully licensed passenger carrying aircraft;
4. the **Insured Person** being under the influence of or being affected by alcohol or drugs other than drugs taken under the direction of a **Qualified Medical Practitioner**;
5. the **Insured Person** engaging in or training for:
 - (a) winter sports;
 - (b) mountaineering;
 - (c) parachuting or hang gliding;
 - (d) riding on horseback;
 - (e) racing unless this is on foot;
 - (f) hunting of any kind;
6. the **Insured Person** suffering from illness or disease not resulting from **Accidental Bodily Injury** or suffering from **Bodily Injury** due to any gradually operating cause;
7. the **Insured Person** being a member of any reserve armed forces whilst called out for active service;
8. the **Insured Person's** illegal acts;
9. any act of **Terrorism** including any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause contributing concurrently or in any other sequence;
10. any dental expenses (other than emergency dental expenses for the immediate relief of pain and suffering).



Aviva Insurance Ireland DAC

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.

A private company limited by shares.

Registered in Ireland No. 605769.

Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.