

Personal Accident Insurance Policy

This policy is evidence of the contract between the **policyholder** and **us**, AIG Europe (Ireland) Limited. **We** agree to give **you** the insurance cover set out in this policy. **We** will only provide cover for those people who are insured by the type of plan shown in the schedule, as long as the appropriate premium has been paid and **we** have accepted it.

This policy and schedule show details of the cover and the terms and conditions applying to it. The **policyholder** must read this policy to make sure that they understand the cover provided.

Signed for and on behalf of AIG Europe (Ireland) Limited.

A handwritten signature in black ink, appearing to read 'S. Hehir', written in a cursive style.

S Hehir
Managing Director

AIG Europe (Ireland) Limited, AIG House, Merrion Road, Dublin 4

What the insurance covers

If **you** suffer **bodily injury** which, within two years solely and independently of any other cause, results in death, **permanent disability**, specified burns, specified **fractures, hospitalisation** or **convalescence**, **we** will pay **you** (as long as **you** are not a **child**) or **your** legal representative if you die the **total sum insured**. In the case of a **child**, **we** will pay the **total sum insured** to the **policyholder** as long as they are a parent of the **child**, otherwise **we** will pay the **child's** legal guardian.

Definitions

We use certain words in this policy which have a specific meaning. They have this specific meaning wherever they appear in the policy and schedule, and are shown in bold print.

Bodily injury

Injury to the **body** caused by an accident and not by any gradual cause. It does not include:

- sickness or disease unless this results from injury to the **body**;
- post-traumatic stress disorder; or
- a psychological or psychiatric illness or condition.

We will treat death, **permanent disability**, specified burns, specified **fractures, hospitalisation** or **convalescence** caused as a direct result of being exposed to severe weather conditions as having been caused by bodily injury.

Body

The head, trunk, **upper limbs** and **lower limbs**.

Child or children

A child or children (including legally adopted and stepchildren) aged under 18 (or under 23 if in full-time education).

Convalescence

A period of recuperation on the orders of a **doctor** after being in **hospital** for at least seven nights in a row. **We** start paying this benefit after **you** leave **hospital**, and stop paying it once **you** return to work or are able to perform the majority of the duties or activities which **you** performed or did before suffering **bodily injury**.

Doctor

A registered medical practitioner, who is not **you** or related to **you**, who is currently registered with the Irish Medical Council to practise medicine.

Family plan

Insures the **policyholder**, the **policyholder's spouse** or **partner**, and their **child** or **children**.

Fracture

A break in the full thickness of a bone.

Hand

All the fingers and the thumb of a hand.

Hospital

An institution which has accommodation for residential patients and facilities for diagnosis, surgery and treatment. It does not include a long-term nursing home, a rehabilitation centre, an old people's home or a convalescence home or an extended-care facility.

Hospitalisation

An overnight stay as an inpatient in a **hospital**.

Individual plan

Insures the **policyholder** only. However, if the **policyholder** is a **single parent**, cover extends to include the **policyholder's child** or **children**.

Loss

Permanent, total and irrecoverable loss of use, or the permanent and total loss by physical severance (separation).

Lower limbs

Thighs, legs and feet.

Paraplegia

The permanent and total paralysis of the two **lower limbs**, bladder and rectum.

Partner

A person aged 16 and over but under 70 who is living with the **policyholder** and is named in the schedule.

Permanent disability or permanent disabilities

A physical or mental incapacity which will last for the rest of **your** life.

Permanent total disablement

The total inability to do paid work of any kind which will probably last for the rest of **your** life.

Plan administrator

The company (including associated and subsidiary companies) or organisation shown in the schedule.

Policyholder

A person aged under 70 who is named in the schedule and who may be employed by, or a pensioner of, the **plan administrator**.

Premium due date

If the premium is taken from the **policyholder's** pay or pension, it is due every week, four weeks or month depending on how often the **policyholder** is paid. If the premium is paid by direct debit or by credit card, it is due on the first working day of each calendar month. If the premium is paid by cheque or postal order, it is due every six or twelve months (as shown in the schedule) from the start date of cover shown in the original schedule.

Quadriplegia

The permanent and total paralysis of the two **upper limbs** and two **lower limbs**.

Section or sections

A section shown in the Table of Benefits in this policy.

Single parent

A **policyholder**, who has a **child** or **children**, and is unmarried or separated or divorced or living apart from their spouse or partner.

Spouse

The **policyholder's** husband or wife who must be aged 16 and over but under 70 and is named in the schedule.

Start date

The date **you** start to be insured by this policy.

Total sum insured

The number of units shown in the schedule multiplied by the sum insured for each unit for the appropriate item in the Table of Benefits. However, the most **we** will pay under **section A** item 1 (**quadriplegia**) is €650,000 and item 2 (**paraplegia**) is €325,000, and under **section C** item 2 (**child**) is €9,500.

Upper limbs

Arms, forearms and hands.

We, us, our

AIG Europe (Ireland) Limited.

You, your

The **policyholder**, their **spouse** or **partner**, and **child** or **children** insured by the type of plan shown in the schedule.

Exclusions

We will not pay benefits for **bodily injury** caused by:

- a war, whether declared or not;
- b intentional self-inflicted injury, suicide or attempted suicide;
- c flying as a pilot, air crew or flight personnel; or
- d any **fracture** where osteoporosis had been diagnosed and made known to **you** before **you** suffered **bodily injury**.

Start and finish of cover

Your cover will begin on the **start date**.

Your cover will end on the earliest of the following dates:

- a when:
 - the payment of premiums stops (unless this is due to a mistake by the **plan administrator**);
 - the **policyholder** dies;
 - in relation to a **spouse** or **partner**, the **policyholder** tells **us** in writing to stop insuring their spouse or partner;
 - a **spouse** is no longer the husband or wife of the **policyholder**;
 - **we** write to the **policyholder** at their last known address or through the **plan administrator**, giving at least 30 days' written notice cancelling cover (**we** can only do this after the policy has been in force for five years from the start date of cover shown in the original schedule);
 - the **policyholder** has lived outside the Republic of Ireland for more than 180 days in a row; or
 - **you** reach **your** 70th birthday;
- b in relation to cover for a **child**:
 - on the **child's** 18th birthday, or their 23rd birthday if they are in full-time education; or
 - if the cover changes from a **family plan** to an **individual plan** and the **policyholder** is not a **single parent**.

Changing the premium and conditions

We can change the premium and conditions of this policy by giving the **policyholder** at least 30 days' written notice to their last known address or through the **plan administrator**.

Claim procedure

If **you** want to make a claim under this policy, **you** (or the **policyholder** for a **child**) must contact **us** as soon as possible. **We** will ask **you** to fill in a claim form and **we** may ask **you** to go for a medical examination to support **your** claim. **You** must give **us** permission to get any medical reports and records that **we** need from any medical examiner who has treated **you**, otherwise **we** may not pay **your** claim. **We** will pay for the medical examination and for any medical reports and records **we** ask for.

You must give **us** all certificates, information and any other evidence that will support **your** claim, all at **your** own expense except for any medical reports and records **we** ask for.

If **you** die, **we** have the right to ask for a post-mortem examination.

If **you** do not do what **we** ask **you** to do under this claim procedure **we** may not pay **your** claim.

Conditions

- a **We** will pay the benefit under item 12 of **section B (permanent disabilities)** by assessing the degree of **disability** suffered compared to those permanent disabilities specifically mentioned in that **section** without taking account of **your** occupation.
- b If **you** disappear, and after a suitable period of time it is reasonable to believe that **you** have died as a result of **bodily injury**, **we** will pay the death benefit to **your** legal representative. If **we** find out **you** have not died the benefit will be repaid to **us**.
- c If premiums are taken from the **policyholder's** pay or pension, the insurance will not be affected if the **plan administrator** fails to send reports or pay premiums to **us**.
- d No amount paid under this policy will carry interest.
- e **You** cannot assign (transfer) this insurance to anyone else.

Cooling-off period and cancellation

If this cover does not meet the **policyholder's** needs, the **policyholder** may return this policy and schedule to **us** within 15 days of the start date of cover shown in the original schedule or the day on which the **policyholder** receives this policy and schedule, whichever is the later.

If within the cooling-off period **you** receive a **bodily injury** which results in a claim under this policy, **we** will only refund a part of the premium in proportion to the period of unused cover.

We will refund all premiums paid within 30 days of the date **we** receive notice of cancellation from the **policyholder**. The **policyholder** should contact **us** to obtain a refund.

The **policyholder** can cancel this policy at any time after the 15 days' cooling-off period by contacting **us**.

If this policy is cancelled and the premium is taken from the **policyholder's** pay or pension, the **policyholder** must tell the **plan administrator** to stop making deductions. If the premium is paid by direct debit, the **policyholder** must tell their chosen bank or building society to stop making payments.

We can cancel this policy by sending at least 30 days' written notice to the **policyholder** at their last known address or through the **plan administrator**. **We** can only do this after the policy has been in force for five years from the start date of cover shown in the original schedule.

Fraud

Any fraud, deliberate dishonesty or hiding information connected with the **policyholder's** application for this policy, or in connection with a claim, will make this policy invalid. If this happens, **you** will lose any benefit due to **you** and **you** must pay back any benefit that **we** have already paid. If this happens, **we** will not refund any premiums.

Law and jurisdiction

This policy is evidence of the contract of insurance between the **policyholder** and **us**. It will be governed by the law applying in Republic of Ireland as long as we have not agreed otherwise at the **start date**.

Only the courts of the Republic of Ireland will have authority.

Limitations

- a When more than one form of **permanent disability** results from **bodily injury**, **we** will add together the benefits under **section B (permanent disabilities)**. The most **we** will pay for each unit will be the sum insured under item1 of **section B**.

- b **We** will only pay either the **quadriplegia** or **paraplegia** benefit as the result of one accident causing **bodily injury**.
- c **You** can only claim under one of the **sections** A, B or C for **bodily injury** resulting from one accident.
- d If **you** die within 13 weeks of **bodily injury**, as long as death was a result of **bodily injury**, **we** will pay the benefit under **section** C and not the benefits under **sections** A or B.
- e **We** will not pay the benefits under **sections** D and E as well as those under **section** C.
- f **We** will not pay the benefits under **section** B items 7, 8, 9 and 10 as well as items 3 and 5 of that **section**.
- g **We** will only pay the benefit under **section** G when you are not an inpatient in a **hospital**.

Paying premiums

If the premium is taken from the **policyholder's** pay or pension, the **plan administrator** will take it every week, four weeks or month according to how often the **policyholder** is paid. If the premium is paid by direct debit or by credit card, it will be taken from the **policyholder's** chosen bank, building society or credit card account every month. If the premium is paid by cheque or postal order, it is due every six or twelve months as shown in the schedule.

It is the **policyholder's** responsibility to make sure that premiums are taken from their pay or pension or paid by their chosen bank or building society at the correct time and for the correct amount to make sure cover is continuous.

If the premium is taken from the **policyholder's** pay or pension, each premium buys cover according to how often the premium is paid.

- A weekly premium buys cover for the week the deduction is made.
- A four-weekly premium buys cover for the four-week pay or pension period that the deduction is made.
- A monthly premium buys cover for the calendar month the deduction is made.

If the premium is paid by direct debit or by credit card, each premium buys cover for the calendar month it is paid. If the premium is paid by cheque or postal order, each premium buys cover for either six or twelve months as shown in the schedule.

If the premium is not paid on the **premium due date**, the **policyholder** has 30 days in which to pay it. If it is not paid during that period, **we** will cancel the policy from the date on which the unpaid premium was due. If the premium is paid during the 30-day period, cover will continue as if it had been paid it on the **premium due date**.

Residency requirement

Cover under this policy will stop once the **policyholder** has lived outside the Republic of Ireland for more than 180 days in a row.

General Provision

In accordance with Section 93 of the Insurance Act 1936, all amounts due under this policy will be paid in the Republic of Ireland. The premiums payable include Stamp Duty and Government Levy.

Disputes and complaints

If **you** feel **you** have cause for complaint, **you** should contact **your** broker or, if you deal with **us** directly, the Accident & Health Manager. If, after such contact, **you** remain dissatisfied, **you** should write to our Customer Complaints Officer at AIG Europe (Ireland) Ltd., AIG House, Merrion Road, Dublin 4. Telephone; (01) 283 7755.

If the complaint is not resolved to **your** satisfaction, **you** should contact the Managing Director, AIG Europe (Ireland) Ltd, AIG House, Merrion Road, Dublin 4.

At any stage **you** may contact the following:

The Irish Insurance Federation, 39 Molesworth Street, Dublin 2,
Telephone (01) 676 1820 Fax: (01) 6761943.

The Financial Regulator, P.O Box 9138 College Green Dublin 2,
Phone: (01) 410 4000 Fax: (01) 410 4900.

The Financial Services Ombudsman's Bureau, 32 Upper Merrion Street, Dublin 2,
Phone (01) 613 0892, Fax (01) 613 0897.

AIG Europe (Ireland) Limited is regulated by the Financial Regulator.

Table of Benefits (one unit)

| Item | Description | Sum insured |
|---|---|--|
| Section A – Catastrophic injuries | | |
| 1 | Quadriplegia | €130,000 for the first unit, and €65,000 for every unit up to €650,000 |
| 2 | Paraplegia | €65,000 for the first unit, and €32,500 for every unit up to €325,000 |
| Section B – Permanent disabilities | | |
| 1 | Permanent total disablement | €25,000 |
| 2 | Loss of sight in both eyes | €25,000 |
| 3 | Loss of both hands or both feet | €25,000 |
| 4 | Loss of sight in one eye | €12,000 |
| 5 | Loss of one hand or foot | €12,000 |
| 6 | Loss of hearing in: | |
| | a both ears | €12,000 |
| | b one ear | €6,000 |
| 7 | Loss of four fingers | €6,000 |
| 8 | Loss of a thumb: | |
| | a both joints | €6,000 |
| | b one joint | €3,000 |
| 9 | Loss of a finger: | |
| | a two or more joints | €1,200 |
| | b one joint | €600 |
| 10 | Loss of toes: | |
| | a all toes – one foot | €6,000 |
| | b big toe – both joints | €2,500 |
| | c big toe – one joint | €600 |
| | d other than big toe – each toe | €600 |

| | | |
|----|---|---------------|
| 11 | Complete fusion of the backbone (all vertebrae) | €12,000 |
| 12 | Permanent disability not otherwise listed | up to €24,000 |

Section C – Accidental death

| | | |
|---|--|---------|
| 1 | Policyholder, spouse or partner | €25,000 |
| 2 | Child – benefit limited to €9,500 no matter how many units have been bought | €9,500 |

Section D – Burns

| | | |
|---|---|--------|
| 1 | Full-thickness burns which cover: 27% or more of the body surface | €6,000 |
| | 18% or more, but less than 27% of the body surface | €5,000 |
| | 9% or more, but less than 18% of the body surface | €4,000 |
| | 4.5% or more, but less than 9% of the body surface | €2,000 |

Section E – Fractures

| | | |
|---|---|------|
| 1 | Fracture or fractures to the elbow, wrist or one or more bones of the arm (humerus, radius and ulna) | €100 |
| 2 | Fracture or fractures to the ankle or one or more bones of the leg (femur, patella, tibia and fibula) | €200 |

Section F – Hospitalisation

| | | |
|---|---|-------------|
| 1 | Paid for the number of nights spent as an inpatient in a hospital, up to 365 nights The benefit paid for each overnight stay will be one-seventh of the sum insured. | €125 a week |
|---|---|-------------|

Section G – Convalescence

| | | |
|---|---|------------|
| 1 | Policyholder, spouse or partner – paid for up to four weeks immediately after hospitalisation of seven nights in a row The benefit paid for each day will be one-seventh of the sum insured. | €60 a week |
| 2 | Child – paid for up to four weeks immediately after hospitalisation of seven nights in a row The benefit paid for each day will be one-seventh of the sum insured. | €30 a week |