



Hospital Cash Plan Policy Document

This Policy is Underwritten by AIG Europe S.A.

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Section 1 – Introduction

This document sets out the terms of **your** Hospital Cash Plan; please read it carefully. It tells **you** what is covered, what is not covered, what to do if **you** want to make a claim and who to call if **you** need help.

This insurance is underwritten by AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, <http://www.caa.lu/>.

AIG Europe S.A. Ireland branch is an insurance company and has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3. E-mail: enquiries@centralbank.ie. Web: <http://www.centralbank.ie>.

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at <http://www.aig.lu/>.

You should familiarise **yourself** with the cover provided by this policy and all the terms, conditions, limitations and what is not covered. **You** should read the policy in conjunction with **your schedule** and review the cover periodically to ensure it continues to meet **your** needs.

If **you** have any questions about **your** policy or wish to make any changes, please call Customer Services on 0818 244 244 . Lines are open between 9.00am to 5.00pm Monday to Friday excluding public holidays, or email personalaccident.aig@ie.sedgwick.com

We may record telephone calls for security and quality control purposes.

Alternatively, you can write to Customer Services, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1.

This policy document, together with the **schedule**, the application and any endorsements, collectively form the contract between the **policyholder** and **us**. **We** agree to provide the insurance cover described in this policy provided the premium is paid when due in accordance with Section 9 of the policy.

Please carefully check the insurance cover information confirmed in this document, to ensure that the cover benefits detailed sufficiently meet your insurance cover protection needs. If they do not, please contact AIG immediately.

Alteration of Risk

You must contact **us** immediately or as soon as reasonably possible, if any of the answers or information provided is inaccurate or has changed, or if there have been any material changes in your circumstances after the policy has started (this includes any changes in circumstances which alter the subject matter of this policy).

If **you** fail to notify **us** of any material changes which alters the subject matter of the policy, **your** whole policy or a section of it may be cancelled from the date of the material change and any claims declined.

Please tell us if anything changes during the period of insurance so we can ensure you are appropriately covered. Cover for any material change in risk will only apply after it has been advised to us and if we have agreed to cover it. We will then let you know of any change in your premium or policy terms.

Impact of Misrepresentation

The impact of any Misrepresentation by **the Policyholder** to any of the answers provided on the **Completed Application Form** is as follows:

a) Innocent Misrepresentation:

Where the **Policyholder** has answered all questions in the **Completed Application Form** honestly and with reasonable care but where the **Policyholder** made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) **we** will pay any covered claim event subject to the terms and conditions of this insurance.

b) Negligent Misrepresentation:

If **the Policyholder** makes a negligent misrepresentation or fail to take reasonable care in completing the **Completed Application Form** the cover under this insurance may not fully operate and in the event of a claim **we** will exercise one of the following remedies:

- a) If knowing the full details **we** would not have entered into this contract of insurance, **we** may avoid the contract, refuse all claims and return any premiums paid by the **Policyholder**.
- b) If **we** would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), this contract of insurance may be treated as if it had been entered into on those terms.
- c) If **we** would have entered into this contract of insurance but have charged a higher premium, **we** may reduce proportionately the amount to be paid on the claim.
- d) Where there is no outstanding claim under this contract of insurance, **we** may either:
 - I. give notice to **the Policyholder** that in the event of a claim **we** will exercise the remedies in paragraphs (a) to (c), or
 - II. terminate the contract of insurance by giving reasonable notice to **you**.

c) Fraudulent Misrepresentation:

If you make a fraudulent misrepresentation or where any conduct by you or involves fraud of any kind we shall be entitled to avoid this contract of insurance, retain all premiums and refuse any claims.

Section 2 – Scope of insurance

If after **your effective date** you have a **bodily injury**, illness or disease, suffer a **pregnancy complication**, experience **childbirth**, or undertake **elective surgery** which requires treatment in a **hospital** in the Republic of Ireland as an **inpatient** or post **hospitalisation out-patient** treatment or have **bodily injury** which solely and independently of any other cause and within 24 months of the date of the **accident**, causes death or **permanent disability**, we will pay the amount shown in the **table of benefits**.

Section 3 – Definitions

We use certain words and expressions in this policy which have a specific meaning, and sometimes the meaning is unique to this policy. These words and their meaning in this policy are shown below and each time one of them is used in the policy, **table of benefits** or **schedule**, the word or expression is shown in bold type. Plural forms of the words defined have the same meaning as the singular form.

Accident: A sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place whilst the policy is in force.

AIDS: Acquired Immune Deficiency Syndrome, including Human Immunodeficiency Virus (HIV), encephalopathy (dementia) HIV/Wasting Syndrome and AIDS-related conditions (ARCs).

Bodily injury: An identifiable physical injury to an **insured person's** body which is caused directly and solely by an **accident**, is not intentionally self-inflicted and does not result from sickness or disease and is not as a result of a **gradually operating cause**. Bodily injury does not include post-traumatic stress disorder or any psychological or psychiatric illness or condition. **We** will treat bodily injury caused as a direct result of being exposed to severe weather conditions as bodily injury.

Childbirth: The ending of the pregnancy of an **insured person** with the delivery of one or more babies including delivery by Caesarean section.

Completed Application Form: A precise record of the answers the **Insured/Policyholder** provided to each of the specific questions asked by **Us** at the pre-contractual stage of a contract of insurance. The **Insured/Policyholder** must answer all of the questions on the Completed Application Form honestly and with reasonable care, failure to do so may regarded as a **Misrepresentation**.

Dependent child: An **insured person's** child, adopted, foster or step-child who is under 18 years of age.

Doctor: A registered medical practitioner who is not **you**, or related to you, or works for you, who is currently registered with the Irish Medical Council (or foreign equivalent) to practise medicine.

Effective date: The start date of the policy shown in the **schedule**, or the date on which an **insured person** was added to this policy, or the date an alteration is made to the policy, whichever is the latest.

Elective surgery: A surgical procedure scheduled in advance and which does not involve a medical emergency to preserve the **insured person's** life. For the purposes of this policy elective surgery does not include cosmetic surgery of any type, infertility treatment, surgery to correct a congenital defect, gender transformation procedures or pregnancy termination.

Family plan: The plan insuring the **policyholder**, the **policyholder's partner** and all their **dependent children**.

Gradually operating cause: A cause that is the result of a series of events which occur or develop over time that cannot be attributable to a single **accident**.

Hospital: An institution in the Republic of Ireland which has accommodation for **inpatients** and facilities for diagnosis, surgery and treatment. It does not include, for example, a long term nursing home including palliative care, a rehabilitation centre, a retirement home, an extended-care facility or a convalescence home.

Hospitalisation: Admission to a **hospital** as an **inpatient overnight** in the Republic of Ireland

HDU or ICU: A High Dependency Unit or an Intensive Care Unit of a **hospital** being an organised system for the provision of care to critically ill patients that provides intensive and specialised medical and nursing care, an enhanced capacity for monitoring, and multiple modalities of physiologic organ support to sustain life during a period of life-threatening organ system insufficiency. An HDU or ICU will always be capable of providing oxygen, non-invasive monitoring, and more intensive nursing care of patients whose conditions are typically life-threatening than on a ward.

Inpatient: An **insured person** who has gone through the full admission procedure into **hospital** and for whom a clinical case record has been opened and whose admission into **hospital** is necessary for the medical care and treatment of a **bodily injury**, illness or disease.

Individual and children plan: The plan insuring the **policyholder** and the **policyholder's dependent children**.

Individual and partner plan: The plan insuring the **policyholder** and the **policyholder's partner**.

Individual plan: The plan insuring the **policyholder** only.

Insured person: The person or persons shown on the **schedule** who are insured under this policy by reference to a plan name. The plan names are: **individual plan, individual and children plan, individual and partner plan** and **family plan**.

Loss: Permanent, total and irrecoverable loss of use or the permanent and total loss by physical severance, resulting in separation.

Loss of hearing: Permanent, total and irrecoverable loss of hearing resulting in the **insured person** being classified as **profoundly deaf**.

Loss of limb: In the case of a leg or **lower limb**:

- a) loss by permanent physical severance at or above the ankle; or
- b) permanent, total and irrecoverable loss of use of a complete leg or foot.

In the case of an arm or **upper limb**:

- a) loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand); or
- b) permanent, total and irrecoverable loss of use of a complete arm or hand.

Loss of sight: Permanent, total and irrecoverable loss of sight in one or both eyes if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what the **insured person** should see at 60 feet).

Lower limb: The thigh, knee, leg below the knee and foot.

Medical consultant: A **doctor** or **medical specialist** who is not **you**, or related to **you**, or works for or with **you**, who has a current full registration with the Irish Medical Council and who:

- holds a public consultant post; or
- has held a public consultant post in the past and now practises within the same specialist field; or
- holds the necessary qualifications for a public consultant post together with evidence of appropriate general professional and higher specialist training to a standard required for such a post in the speciality in which he/she intends to work and has been appointed as a consultant to a hospital.

Medical specialist: A person who is not **you**, or related to **you**, or works for or with **you**, who currently holds a recognised qualification and all required accreditation to practise in a specific medical field in the Republic of Ireland, from a recognised body registered in the Republic of Ireland (or foreign equivalent).

Misrepresentation: Innocent, negligent, or fraudulent answers provided by the **Policyholder** to the questions on the **Pre-Contract Application Form**.

Motorcycle: A two-wheeled or three-wheeled motor driven motorcycle.

Out-patient: An **insured person** who has a scheduled appointment at a **hospital** where no **overnight** stay is required.

Overnight: An **inpatient** admission into **hospital** and a release from **hospital** the following day. This does not include attendance at an Accident & Emergency department.

Parent: A person with parental responsibility including a legal guardian acting in that capacity.

Partner: A person aged 18 or over and under 65 at the **effective date** who is the **policyholder's** husband or wife, civil partner, fiancé or fiancée, boyfriend or girlfriend and who permanently lives at the same address as the **policyholder** and whose name is shown on the **schedule**.

Permanent disability: A disability which is permanent, total and irrecoverable, as specifically listed in items 6. – 9. in the **table of benefits**.

Permanent total disablement: A permanent, total and irrecoverable disablement which totally prevents **you** from working in **your** usual occupation which in all probability will continue for the remainder of **your** natural life as determined by a **medical consultant**.

Policyholder: The person that has applied and paid for this policy, is shown on the **schedule**, and is 18 years of age and over and under 65 years of age at the **effective date**.

Pregnancy complication: Conditions where the diagnoses are distinct from pregnancy but are adversely affected or caused by pregnancy, such as acute nephritis, cardiac decompensation, missed abortion, ectopic pregnancy, puerperal infection, eclampsia, toxæmia and similar medical and surgical conditions of comparable severity which require **hospitalisation** recommended by an attending **medical consultant**.

Pre-existing medical condition: Any medical condition (whether diagnosed or not) for which you have received medication, advice, treatment; or **you** have experienced symptoms in the two years before the **effective date** or which, in the opinion of a **medical consultant**, is considered to be an underlying cause of, or directly related to, the illness or disease which is the subject of your claim.

Any condition which **you** were aware of (whether diagnosed or not) at the **effective date** will be considered to be a pre-existing medical condition.

Profoundly deaf: The inability to hear sounds when tested by a qualified audiologist quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz.

Schedule: The document showing **your** name, the **effective date**, plan type, level of cover and the premium, which forms part of this policy and should be read in conjunction with this policy document.

Table of benefits: The part of the document that describes how much **we** will pay for the type of **bodily injury**, illness or disease suffered by an **insured person**.

Upper limb: The arm below the shoulder, the elbow, forearm and hand.

Waiting period: The 30 days immediately following the **effective date**.

War: Military action, either between nations or resulting from civil war or revolution.

We, us or our: AIG Europe S.A.

You, your or yourself: An insured person.

Section 4 – Table of benefits

The **table of benefits** below shows the cover options, item numbers, a description of those items and amounts an **insured person** is covered for by this policy. The cover is provided subject to the terms of the policy, including the conditions set out in 'Section 6 – Benefit limitations' and the exclusions set out in 'Section 5 – What is not covered' of this policy. All benefits payable for **dependent children** are 50% of those shown in the **table of benefits**, with the exception of the accidental death benefit which is fixed at €7,500. Please read this policy carefully to ensure that **you** are fully aware of what it covers.

Item	Description	Benefit Level	
		Gold	Platinum
	Standard Cover		
1	Inpatient hospitalisation for each inpatient stay:		
	a) due to bodily injury , illness or disease - per overnight stay Payable for a maximum of 60 overnight stays	€ 100	€ 200
	a) Payable on discharge from hospital following a valid claim under item 1.a) above if the hospitalisation included a minimum of 7 consecutive overnight stays in a HDU or ICU - one payment of	€ 400	€ 800
2	Inpatient hospitalisation for each inpatient stay:		
	a) due to elective surgery - per overnight stay Payable from the third consecutive overnight stay for a maximum of 60 overnight stays	€0	€ 100
	b) due to pregnancy complications or childbirth - per overnight stay Payable from the third consecutive overnight stay for a maximum of 60 overnight stays	€0	€ 300

3	<p>Out-patient benefit</p> <p>For each scheduled follow up visit to a hospital as an out-patient for check-ups, consultation, or treatment that is considered medically necessary by a doctor for the insured person and which is connected with a previous valid claim for that insured person under item 1.a) above.</p> <p>- per out-patient visit</p> <p>Payable for a maximum of 6 out-patient visits for any one insured person and any one connected claim</p>	€0	€ 100
	<p>Or</p> <p>Physiotherapy benefit</p> <p>For each physiotherapy session not at a hospital considered medically necessary by a doctor for the insured person following a valid claim under item 1.a) above and undertaken within 26 weeks of the hospitalisation.</p> <p>- per physiotherapy session</p> <p>Payable for a maximum of 6 physiotherapy sessions for any one insured person and any one connected claim</p>	€0	€ 100
4	<p>Recuperation benefit Payable on discharge from hospital following a valid claim under item 1.a) or 2.b) above if the hospitalisation was for 7 consecutive overnight stays or more</p>	€0	€ 1,000
5	<p>Accidental death</p>	€0	€ 40,000
6	<p>Permanent total disablement</p>	€0	€ 80,000

7	Loss of limb:		
	a) two or more	€0	€ 80,000
	b) one	€0	€ 40,000
8	Loss of sight:		
	a) in both eyes	€0	€ 80,000
	b) in one eye	€0	€ 40,000
9	Loss of hearing:		
	a) in both ears	€0	€ 50,000
	b) in one ear	€0	€ 20,000

Enhancement

For items 1.a) and 2.b) the benefit shall be increased by 50% if the hospital where the insured person is admitted is more than 150kms from the insured person's normal place of residence in the Republic of Ireland.

Section 5 – What is not covered

1. No benefit will be payable for any item in the **table of benefits**:
 - a) if **hospitalisation** is due to any **pre-existing medical condition**
 - b) if **hospitalisation** is due to **elective surgery, pregnancy complications or childbirth** unless Platinum Cover is shown on **your schedule**
 - c) if **bodily injury** occurs in a country where a state of **war** exists (whether declared or not) and the **bodily injury** is the direct consequence of the **war**
 - d) if **bodily injury** is sustained whilst **you** are participating in any airborne activities, unless **you** are a fare paying passenger on a commercial flight
 - e) if **bodily injury** is sustained or is contributed to by **you** participating in, practising or training for a sport as a professional, for which **you** are being paid
 - f) if **you** deliberately or recklessly expose **yourself** to danger except where **you** are attempting to avoid serious harm to **yourself** or others
 - g) if **bodily injury** or **hospitalisation** is related to **you** taking a drug or drugs other than according to the manufacturer's instructions or as prescribed by a **doctor** or if **you** are admitted to **hospital** for the treatment of a drug addiction or if **bodily injury** or **hospitalisation** relates to the effects of alcohol
 - h) if **you** are admitted to **hospital** for post-traumatic stress disorder or any mental, psychological or psychiatric illness or condition
 - i) if the **accident** occurs whilst driving, or in charge of, a vehicle and **your** blood/urine alcohol level is above the legal limit stated in the laws of the country where the **accident** occurs
 - j) if **you** are admitted to **hospital** as a result of **AIDS** or if **your hospitalisation** is due to any sexually transmitted disease
 - k) if **bodily injury** results in fibromyalgia or myalgic encephalomyelitis chronic fatigue syndrome, post-traumatic stress disorder or other anxiety disorder, any mental disorder or any disease of the nervous system
 - l) if **your** injuries are intentionally self-inflicted or if **bodily injury** is sustained whilst **you** commit or attempt to commit suicide or as a result of **you** committing or attempting to commit an illegal act
 - m) if **your bodily injury** results from a **gradually operating cause**.
2. **We** will not pay any benefit if **you** reside outside the Republic of Ireland for more than 180 consecutive days (see 'Section 9 – General policy conditions', subsection 10 for more details).
3. **We** will not pay any **hospitalisation benefit incurred outside the Republic of Ireland**.

Section 6 – Benefit limitations

1. Cover under this policy will stop on the first premium due date following **your** 75th birthday.
2. If an **insured person's bodily injury** results in death which occurs within 13 weeks of the date of an **accident**, **we** will only pay the amount for item 5.
3. In the **table of benefits**:
 - a) the maximum total amount payable under this policy in relation to an **insured person** for all claims arising from one **accident** is €100,200. If **we** pay the maximum amount, all cover under this policy for the **insured person** will stop in respect of that **insured person** from the date of the **accident**.
 - b) all benefits payable for **dependent children** are 50% of those shown in the **table of benefits**, with the exception of the accidental death benefit which is fixed at €7,500.
 - c) **we** will pay for only one of the benefits listed in the **table of benefits** for items 1.a), 2.a), or 2.b), for any one **inpatient hospitalisation**
 - d) **we** will only pay for one of items listed under item 6, 7.a), or 8.a) to **you** in respect of any one **accident** and all cover under this policy will stop in respect of that **insured person** from the date of the **accident**
 - e) **you** can claim under more than one of items 7.b) and 8.b), for any one **accident**. The amounts payable will be added together and will be subject to a maximum total of €80,000 for all items claimed and all cover under this policy will stop in respect of that **insured person** from the date of the **accident**
 - f) **we** will not pay the benefit for both items 7.a) and 7.b); both items 8.a) and 8.b) or both items 9.a) and 9.b)
 - g) the maximum amount payable in respect of each period of **inpatient** or **outpatient hospitalisation** is €18,600 for an adult **insured person** plus any **HDU or ICU** and recuperation benefit if applicable
 - h) no benefit is payable for any **inpatient** or **out-patient hospitalisation** during the **waiting period**, unless it is due to **bodily injury**
 - i) successive periods of **hospitalisation** will be considered as one continuous period unless separated by 180 days during which the **insured person** is not confined to a **hospital**

- j) **we** will not pay any claim for **permanent total disablement** if **you** are 16 years of age or under or 65 years of age or over at the date of the **accident**
- k) for all benefits under items 5 – 9 listed in the **table of benefits** any **accident** which causes **bodily injury** whilst **you** are on a **motorcycle** will be 50% of that shown in the **table of benefits**.
- l) if **your** policy cover is changed from Gold Cover to Platinum Cover **we** will not pay the Platinum Cover benefits during the waiting period following the effective date of the alteration. During the **waiting period** following the **effective date** **we** will only pay the Gold Cover benefits for the duration of any period of **hospitalisation** in accordance with items 1.a) and 1.b) in the **table of benefits**.

Section 7 – Existing medical conditions

In respect of items 6 – 9 inclusive in the **table of benefits we** will only pay for the **bodily injury you** have suffered if it is directly as a result of the **accident**. Any existing physical impairment or medical condition **you** have before the **accident** will be taken into consideration in calculating the amount payable on the basis of the difference between **your** physical impairment or medical condition before and after the **accident**.

We will ask **your doctor** (if suitably qualified) or **medical consultant** that treated **you** to make these assessments (or an independent **medical consultant** or other suitably qualified person if they are unable or unwilling to do so). The assessment will be converted into a percentage and applied to the policy benefit payable.

Example

You are partially blind in **your** left eye and **you** then have an **accident** which left **you** totally blind in both eyes and **you** make a claim under item 8.a) for **loss of sight** in both eyes. **We** will ask an independent ophthalmic specialist to assess the difference between the amount of vision **you** had before and after the **accident** and if the partial blindness contributed to the cause of the **accident**. If the independent ophthalmic specialist assesses the pre-**accident** vision in the left eye at 50%, **we** will pay 50% of the benefit payable under item 8.b) for **loss of sight** in one eye. If the vision in the right eye was normal before the **accident**, **we** will pay 100% of the benefit payable also under item 8.b) for **loss of sight** in one eye for the total **loss of sight** in that eye.

Section 8 – Non-specified injuries

If **you** have Platinum Cover and **you** have an **accident** or suffer **bodily injury** and the resulting disability is not 100% **loss** of an item in the **table of benefits** under items 7 to 9, but nevertheless results in a permanent, total and irrecoverable disability, dependent on the injury sustained, **you** may still be eligible to receive a payment from **us**.

In order to assess the **bodily injury** sustained, **we** will ask the treating **medical consultant** or medical specialist that treated **your** injury to review the impairment and disability and provide **us** with their assessment. If they are unable or unwilling to do this in a timely manner or if they are unable to provide **us** with justifiable evidence to support their assessment, **we** will appoint an independent **medical specialist** to make this assessment. This may require them to examine **you** and/or review **your** medical records and other medical reports and/or refer to medical assessment guides so that an assessment can be made. **We** may also ask an independent **medical specialist** to examine **you** and/or review **your** medical records and other medical reports to obtain a second opinion. **We** may also ask **your** treating **medical consultant** or **medical specialist** to review and comment on the assessment made by the independent **medical specialist** **we** appoint to reach a joint agreement.

Once we are in receipt of the assessment(s), using the percentage disablement information the **medical consultant** or **medical specialist** provides, **we** will then calculate a percentage disablement of the nearest permanent disability item shown in the **table of benefits** to arrive at a claim payment amount.

Example:

An **insured person** has an accident and sustains a head injury which results in the permanent, total and irrecoverable partial **loss** of their eyesight in one eye. As there is no benefit for partial **loss** of eyesight listed in the **table of benefits**, the **insured person's bodily injury** will be assessed by a **medical consultant** or **medical specialist** and with reference to medical reports and a medical assessment guide. If the partial **loss** of eyesight is established as 50% of eyesight in one eye, an **insured person** with Platinum Cover would then receive a maximum payment of €20,000 which is calculated as 50% of €40,000 for item 8.b) shown in the **table of benefits**.

Section 9 – General policy conditions

1. Assignment

This policy may not be assigned or transferred unless agreed by **us** in writing.

2. Claim notification

All claims must be notified as soon as is reasonably practical after the event which causes the claim. Failure to do so may result in **our** rejection of the claim if it is made so long after the event that **we** are unable to investigate it fully, or may result in the **insured person** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.

3. Complying with the policy

To have the full protection of this policy **you** must comply with the conditions outlined in 'Section 13 – Claim procedure', which are conditions of the policy. Failure to comply with these conditions may determine whether **we** deny any claim made under this policy or the amount **we** pay to **you** in the event of a claim.

4. Disappearance

If **you** disappear and, after a suitable amount of time and on the evidence provided, it is reasonable for **us** to believe that **you** have died as the result of an **accident**, then **we** will pay the accidental death benefit to **your** legal representatives or executor and their receipt will discharge **our** liability under the policy in full. If this belief is incorrect and it is subsequently found that **you** have not died as a result of an **accident**, then the amount paid must be returned to **us**.

5. Interest on amounts payable

We will not pay interest on any amount paid under this policy.

6. Law and jurisdiction

This policy will be governed by the laws of the Republic of Ireland and its courts will have exclusive jurisdiction, unless agreed to the contrary by the **policyholder** and us before the **effective date**.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

7. Policy and premium alteration

Premiums will increase as the **insured person** or **insured persons** get older. This is because the cost of providing this insurance increases as **you** get older. The premium will increase on the next premium payment date following the **insured person** attaining the age of 25, 30, 35, 40, 45, 50, 55, 60, 65 and 70 years.

We will notify the **policyholder** of any changes to the premium and/or terms and conditions of the policy by giving the **policyholder** 30 days' notice in writing to the **policyholder's** last known address.

If the changes are acceptable to the **policyholder** then this policy will continue.

If the changes are not acceptable, the **policyholder** may cancel this policy in accordance with 'Section 10 – Cancellation of cover'. If the **policyholder** cancels, claims made from the next premium due date following the date **we** receive notice of the cancellation will not be payable except where the event giving rise to the claim arose prior to such premium due date.

The **policyholder** is responsible for notifying **insured persons** of such cancellation or any changes to the terms and conditions.

8. Premium payment

The premium is payable monthly, as shown on the **schedule**.

The premium payable is due by the first premium due date and subsequently monthly thereafter. Each premium paid purchases cover under the terms of this policy for the whole month the premium due date falls in.

If any premium is not paid on the date it is due, the **policyholder** has 30 days in which to pay it. If it is not paid during that period, the policy will be automatically cancelled from the date on which the unpaid premium was due. If the premium is paid during the 30 day period, then cover will operate as if it had been paid on the due date. No claims will be paid for any **accident**, illness or disease, **pregnancy complication**, **childbirth**, or **elective surgery** that occurs after the 30 days have passed if the premium remains unpaid.

Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions entered into with them under section 5 of the Stamp Duties Consolidation Act 1999

9. Residence outside the Republic of Ireland

Cover under this policy cannot continue for an **insured person** who resides outside the Republic of Ireland for more than 180 consecutive days. Cover will be cancelled from the 181st day that an **insured person** resides outside the Republic of Ireland. Please tell us as soon as this happens so there is no overpayment of premium.

10. Rights of third parties

Only the **policyholder**, an **insured person** (or their executor or legal representative in the event of the death of an **insured person**) and **us** may enforce the terms of this policy. Without, prejudice to the aforementioned a third party can bring a claim against the Insurer under this Policy where permitted under section 21 of the Consumer Insurance Contracts Act 2019.

11. Sanctions

We shall not be deemed to provide 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, our parent company or our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Section 10 –Cooling off Period and Cancellation

a) Cooling off Period

The Insured/Policyholder have 14 working days from the start date of this policy to cancel the cover without penalty. You will however be charged a pro rata premium for the period you were on cover. We will require your cancellation request to be in writing (by email or letter) with your policy number details included. Your cancellation will only take effect upon our receipt of your written cancellation request.

b) Your Right to Cancel

If at any time, you decide to cancel your policy (provided the duration of the contract is not less than one month), and you do so in writing, by email or letter, the Insurer will not impose any financial cost other than the cost of the premium for the period of cover.

However, if you have arranged your insurance policy through an authorised and regulated insurance intermediary you may also be liable to pay a fee to that intermediary. Your intermediary's terms of business, will confirm such information for you.

Please write to AIG Europe S.A., 30 North Wall Quay, International Financial Services Centre, Dublin 1 or e-mail personalaccident.aig@ie.sedgwick.com

Our right to cancel the policy

We have the right to cancel this policy by giving the **policyholder** at least 30 days' notice in writing at their last known address where **we** have serious grounds for doing so, such as where **you** or any **insured person** fails to pay the premium in accordance with subsection 9 under 'Section 9 - General policy conditions' or fails to comply with the conditions set out in this policy and such failure is either incapable of remedy or is not remedied within 30 days of receiving a notice from **us** requiring **you** to remedy the breach. **You** will receive a proportionate refund of the premium paid from the date **we** cancel the policy except where there is an instance of fraud, and provided a claim has not been made during the policy period.

In the event that **we** are no longer able to renew **your** cover, **we** will give the **policyholder** at least 60 days' notice in writing to the **policyholder's** last known address, in advance of the premium due date.

The **policyholder** is responsible for promptly telling other **insured persons** that the policy has been cancelled. No person other than the **policyholder** and **us** has the right to cancel this policy.

Section 11 – Fraudulent or exaggerated claims

If **you** make any fraudulent or exaggerated claim, **we** will refuse to pay the claim and **you** must pay back any benefits **you** have already received in respect of such claim. **We** may also terminate this policy from the date of the fraud or exaggeration. If **we** terminate the policy, **we** will not refund any premiums.

If an **insured person** makes a fraudulent or exaggerated claim, **we** will only refuse to pay that **insured person's** claim and **we** may only terminate the cover for that **insured person**, leaving the remainder of the policy and the rights of other **insured persons** unaffected. In such a case, **we** will not refund any premium in respect of that **insured person**.

Section 12 – Payment of benefits

Any benefit due will be paid to the **insured person** who is the subject of the claim or their executor or legal representative in the event of the death of an **insured person**. Except in the case of a **dependent child**, when it will be paid to the **policyholder** provided that they are a **parent** of the **dependent child** otherwise it will be paid to the **dependent child's parent** or legal representative.

All payments which become due or payable shall be payable in Ireland.

Section 13 – Claim procedure

We must be notified as soon as reasonably practicable after the **accident** illness or disease, and admission to **hospital** resulting in a claim, by completing a claim form and returning it to **us**. **You** can call **us** on 01-859 9856 to request a claim form or, email us at irelandexpressclaims@aig.com

Failure to notify **us** may result in **our** rejection of the claim if it is made so long after the event that **we** are unable to investigate it fully, or may result in the **insured person** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.

We will ask for a reasonable amount of information as evidence in support of the claim at no expense to **us**. If the information supplied is insufficient, **we** will identify the further information which is required. If **we** do not receive the information **we** need, this will affect **our** ability to assess **your** claim and **your** claim could be rejected.

We may ask **you** to attend one or more medical examinations. If **we** do, **we** will pay the cost of the examination(s) and for any medical reports and records and **your** reasonable travelling expenses to attend, if these expenses are agreed by **us** in advance. If **you** fail to attend without reasonable cause, then **your** claim may be rejected.

You must give **us** permission to obtain medical reports or records needed from any **doctor** or **medical consultant** who has treated **you**; otherwise **we** may not pay the claim.

If **you**, (or the person claiming on **your** behalf if **you** die), does not comply with any reasonable request by **us** under this claims procedure, **we** may not pay the claim.

If **you** die, **we** have the right to ask for a post-mortem examination if **we** believe it necessary to assess your claim, at **our** expense. If this is refused, **we** may not pay the claim.

Section 14 – How we use personal information

In order to run and operate our business, we collect, use and disclose Personal Information. You can find out more about how we use Personal Information by reading our Privacy Policy available at <https://www.aig.ie/privacy-policy> or by writing to Data Protection Officer, AIG Europe SA, 30 North Wall Quay, International Financial Service Centre, Dublin 1 by email at: dataprotectionofficer.ie@aig.com

AIG Europe SA is committed to protecting the privacy of customers, claimants and other business contacts.

“Personal Information” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

Sharing of Personal Information – For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer – Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.ie/privacy-policy> or you may request a copy by writing to: Data Protection Officer, AIG Europe SA, 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: dataprotectionofficer.ie@aig.com.

Section 15 – Our commitment to You

AIG Europe S.A. wants to give you the best possible service. If you feel you have cause for complaint you should contact:

The Customer Complaints Officer, AIG Europe S.A., 30 North Wall Quay, IFSC, Dublin 1. D01 R8H7

Phone: +353 1 208 1400. E-mail: customercomplaints.ie@aig.com

Website: www.aig.ie/complaints

We will acknowledge the complaint within 5 business days of receiving it, keep the complainant informed of progress and provide an answer within one month (unless specific circumstances prevents **us** from doing so, in which case the complainant will be informed).

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

Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1. D01 E7E8

Phone: (01) 676 1820.

E-mail: feedback@insuranceireland.eu

Website: <http://www.insuranceireland.eu>

Financial Services and Pensions Ombudsman (FSPO),

3rd Floor, Lincoln House,

Lincoln Place,

Dublin 2,

D02 VH29.

Phone: +353 1 5677000 E-mail: info@fspo.ie Website: www.fspo.ie

As AIG Europe S.A. is a Luxembourg based insurance company, complainants who are natural persons acting outside of their professional activity may also, in addition to the complaints procedure set out above, if they are not satisfied with AIG's Irish Branch response or in the absence of response after 90 days:

- raise the complaint with our head office by writing to AIG Europe SA "Service Reclamations Niveau Direction" 35D Avenue JF Kennedy L- 1855 Luxembourg - Grand Duché de Luxembourg or by email at aigeurope.luxcomplaints@aig.com ;
- access one of the Luxembourg mediator bodies the contact details of which are available on AIG Europe S.A.'s website: <http://www.aig.lu/>: or
- lodge a request for an "out of court resolution" process with the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 11 rue Robert Stumper, L-2557 Luxembourg, or by email at reclamation@caa.lu or online through the CAA website: <http://www.caa.lu>.

All requests to the CAA or to one of the Luxembourg mediator bodies must be filed in Luxembourgish, German, French or English.

If the insurance contract has been concluded online, the complainant may also use the European Commission's platform for Online Dispute Resolution (ODR) using the following link: <http://ec.europa.eu/consumers/odr/>

Section 16 – Insurance Compensation Fund

The **Policyholder** may be entitled to compensation from the scheme in the unlikely event that AIG Europe S.A. cannot meet its obligations. The maximum amount that could be available in respect of any sum due to a **Policyholder** is 65% of the sum due or EUR 825,000, whichever is the lesser.

Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website through the following link: <https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvencyii/insurance-compensation-fund>

AIG Europe S.A, Ireland branch does not provide advice or any personal recommendation about this product.

Section 17 – How to contact us

If **you** have any questions about **your** policy or wish to make any changes, please call Customer Services AIG Europe S.A., 30 North Wall Quay, International Financial Services Centre, Dublin 1

Telephone: 0818 244 244 E-mail: personalaccident.aig@ie.sedgwick.com

AIG Europe S.A. Ireland Branch does not provide advice or any personal recommendation about this product.

Employees are paid a salary. We do not pay them bonuses or commissions directly linked to sales.

This policy reflects the demands and needs of a person who wishes to purchase personal protection insurance benefits.



AIG Europe S.A.

**30 North Wall Quay, International Financial Services Centre,
Dublin 1, D01 R8H7.**

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.