



# Personal Accident Plan **Policy Document**

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# Section 1 – Table of benefits

The **table of benefits** below shows the item numbers, a description of those items and amounts an **insured person** is covered for by this policy dependant on the benefit level selected (Standard or Double) which will be shown in the **schedule**. 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. Please read this policy carefully to ensure that **you** are fully aware of what it covers.

Item	Description	Benefit Level	
		Standard	Double
1	<b>Accidental death</b> - Adults - Children	€30,000 €5,000	€60,000 €10,000
2	<b>Quadriplegia</b>	€300,000	€600,000
3	<b>Paraplegia</b>	€150,000	€300,000
4	<b>Permanent total disablement</b>	€125,000	€250,000
5	<b>Loss of limb:</b> a) two or more b) one	€125,000 €65,000	€250,000 €130,000
6	<b>Loss of sight:</b> a) in both eyes b) in one eye	€125,000 €65,000	€250,000 €130,000
7	<b>Loss of hearing:</b> a) in both ears b) in one ear	€30,000 €12,500	€60,000 €25,000
8	<b>Loss of an entire shoulder, elbow, hip, knee, wrist or ankle</b>	€12,500	€25,000
9	Loss of: a) one entire thumb b) one entire forefinger c) any other entire finger or one big toe d) any other entire toe	€20,000 €12,500 €6,000 €1,250	€40,000 €25,000 €12,000 €2,500
10	<b>Loss of the entire spine (vertebral column) with no injury to the spinal cord</b>	€30,000	€60,000
11	<b>Full thickness burns</b> which cover: a) 27% or more of the body surface b) 18-26% of the body surface c) 9-17% of the body surface d) 4.6 – 8% of the body surface e) Up to 4.5% of the body surface	€5,000 €4,000 €3,000 €1,500 €500	€10,000 €8,000 €6,000 €3,000 €1,000

Item	Description	Benefit Level	
		Standard	Double
12	A <b>fracture</b> to: a) one or more bones of the leg below the hip joint to the ankle joint (femur, patella, tibia and fibula bones) b) one or more bones of the arm below the shoulder joint to the wrist joint (humerus, radius and ulna bones)	€750  €375	€1,500  €750
13	<b>Dislocation</b> of a: a) hip b) knee c) wrist d) elbow e) ankle f) shoulder g) finger or thumb (one or more joints of a finger or thumb) h) toe (one or more joints) i) jaw	€550 €350 €250 €250 €100 €100  €50 €50 €50	€1,100 €700 €500 €500 €200 €200  €100 €100 €100
14	Physiotherapy considered medically necessary by a <b>doctor</b> following a valid claim under items 12 or 13 within 26 weeks of the <b>fracture</b> or <b>dislocation</b> . Maximum cost of each session Maximum number of sessions per <b>accident</b>	€30  5	€30  10
15	<b>Hospitalisation</b> as an <b>inpatient</b> (payable for up to 26 weeks)	€100/day	€200/day
16	<b>Convalescence Bonus</b> payable after 7 overnight stays in hospital	€200	€400
17	<b>Out of Work Support</b> payable after 1 night in <b>hospital</b> . Must be in paid employment (payable for up to 4 weeks)	€100/week (max 75% of weekly <b>earnings</b> )	€200/week (max 75% of weekly <b>earnings</b> )
18	<b>Dental</b> following an <b>accident</b>	Up to €250	Up to €500

Benefits for **children** are 10% the Adult benefit.

For **bodily injury** sustained whilst on a **motorcycle** all benefits are reduced by 50%.

For **hospitalisation** as a result of **bodily injury** for **Insured persons** over 65 years, benefits are reduced to 50%

For **permanent total disablement** if the **insured person** is under 16 years of age or over 65 years of age, this benefit is not paid.

## Section 2 – Introduction

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

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

This policy sets out the terms of the personal **accident** cover underwritten by AIG Europe S.A., please read it carefully. It tells an **insured person** (also referred to as **you**, **your** or **yourself** in this policy) 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.

**You** should familiarise **yourself** with the cover provided by this policy and all the terms, conditions, limitations and exclusions that apply. **You** should read this policy in conjunction with the **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 9:00 am and 5:00 pm Monday to Friday or e- mail Customer Services on personal**accident.aig@ie.sedgwick.com**.

This policy document, together with the **schedule**, the pre-contract application form and any endorsements, collectively form evidence of the contract between the **policyholder** and **us** and applies to whichever level of cover that has been selected (Standard or Double). **We** agree to provide the insurance cover described in this policy to **insured persons** provided that the premium is paid when it is due and **we** agree to accept it.

### Commission & Fees

Members of **our** sales team are paid a salary; **we** do not pay them bonuses or commissions directly linked to sales.

**Your** Completed Application Form is a precise record of the information **you** provided **us** when applying for this insurance cover. **Your** acceptance of this insurance policy confirms that **your** answers have been provided honestly and with reasonable care. Please note that failure to do so may result in **your** policy being cancelled or **we** may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the **Impact of Misrepresentation** section, which **you** should read carefully.

## Section 3 – Scope of insurance

If **you** have an **accident** after the **effective date** and before **your** insurance finishes, which results in **you** suffering **bodily injury** which solely and independently of any other cause and within 24 months of the date of the **accident**, causes death, **permanent disability**, **full thickness burns**, specified **fractures**, specified **dislocations**, physiotherapy or **hospitalisation**, **Convalescence Bonus**, **Out of Work Support** or **Dental** (specifically mentioned in the **table of benefits**), we will pay the amount shown in the **table of benefits**.

## Section 4 – Definitions

We use words in this policy which have a specific meaning, and sometimes those meanings are unique to this policy. These words are shown below and each time one of them is used in the policy and **schedule**, it 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.

### 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.

### Child

A person who is over 6 months and under 18 years of age, or 23 years of age if they are in full time education.

### Convalescence Bonus

A lump sum payment following 7 consecutive overnight stays in **hospital**.

### Day

A period of 24 hours in a row.

### Dental

Expenses not recoverable from any other source, necessarily and properly incurred by the **insured person** within two years of the date of **bodily injury** for **dental** treatment for loss or damage to sound and natural teeth. Such treatment must be received from a **Qualified Dental Practitioner**.

## Dislocation

Displacement of the bones at a joint which requires their restoration by a **doctor**.

## 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.

## Earnings

**Your** gross income, before the deduction of all taxes, including all other sources of income eg social welfare payments, in the 26 weeks before the date **you** were disabled from **your** occupation.

## Effective date

The start date of the policy shown on the **schedule** or the date an **insured person** is added.

## Family Plan

Insures the policyholder, the policyholder's spouse/partner and their children.

## Fracture

A break in the full thickness of the bone.

## Full thickness burns

Burns which result in the destruction of both the epidermis (the outer layers of the skin) and dermis (the layers of the skin that contain hair follicles, nerve endings, sweat and sebaceous glands), and which require surgery or a skin grafting to treat.

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

## Hospitalisation

Admission to a **hospital** as an **inpatient** and for at least 24 hours in a row.

## Individual Plan

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

## Inpatient

An **insured person** who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of **bodily injury**.

## Insured person

The person or persons shown on the **schedule**.

## 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 foot or leg. 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:

- a) in both eyes if the **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- b) in one eye 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 limbs

The thigh, knee, leg below the knee and foot.

### Medical consultant

A medical practitioner 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.

### Misrepresentation

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

### Motorcycle

A two-wheeled motor driven vehicle.

### Osteoporosis

A disease causing thinning of the bone out of proportion to age.

### Out of Work Support

**We** will pay the disability benefit under this section as shown in the **Table of Benefits** for each week **you** are disabled from carrying out **your** usual and paid professional occupation and while **you** are under the regular care of a **doctor**.

### Paraplegia

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

### Parent

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

### Pathological fracture

Any **fracture** in an area where disease has caused weakening of the bone.

### Permanent disability

A disability which is permanent, total and irrecoverable, as specifically listed in items 2-10 in the **table of benefits**.

### Permanent total disablement

The inability to work in any gainful employment whatsoever and which in all probability will continue for the rest of the **insured person's** life.

### Policyholder

The person that has applied and paid for this policy, is shown on the **schedule** and is over 18 years of age.

### Pre-Contract Application Form

The application form provided by the Insurer to the **Policyholder** at pre-contractual stage of a contract of insurance. The **Policyholder** must answer the questions on the **pre-contract application form** honestly and with reasonable care, failure to do so may be regarded as a **Misrepresentation** (see impact of Misrepresentations section).

### 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.

### Quadriplegia

The permanent and total paralysis of both **lower limbs** and both **upper limbs**.

### Qualified Dental Practitioner

**Qualified Dental Practitioner** shall mean a dentist or specialist who is registered or licensed to practice dentistry under the laws of the country in which they practice other than **you**, **your** spouse/partner or a member of **your** immediate family or **your** employee.

### Resident

An individual who has lived in the Republic of Ireland for at least the last six months.

### Schedule

The certificate showing the name of the **policyholder**, **insured persons**, the **effective date** of cover, the level of cover purchased (Standard or Double) and the premium, which forms part of this policy and should be read in conjunction with this policy and should be read in conjunction with this policy document.

### Single Parent

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

### Spouse/Partner

The policyholder's husband, wife or partner who must be aged 16 years and under 75 years old and whose name has been supplied to **us**.

### Table of benefits

The part of the document that describes how much **we** will pay for the type of **bodily injury** suffered by an **insured person**.

### Upper limbs

The arm below the shoulder, the elbow, forearm and hand.

### 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 5 – What is not covered

No benefit for **bodily injury** will be payable:

- a) if the **accident** occurs in a country where a state of **war** exists (declared or not) if the **accident** was the direct consequence of the **war**;
- b) if **bodily injury** is sustained while **you** are flying, unless **you** are a fare-paying passenger on a commercial flight;
- c) if **you** take a drug or drugs other than according to the manufacturer's instructions or as prescribed by a registered medical practitioner;
- d) if **you** take a drug or drugs for the treatment of drug addiction;
- e) if **your bodily injury** is sustained whilst directly involved in an unlawful act;
- f) if **you** deliberately or recklessly expose **yourself** to danger;
- g) that results in fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding joints, fatigue and tenderness at specific sites in the body), myalgic encephalomyelitis (muscle pains and inflammation of the brain and spinal cord), chronic fatigue syndrome, post-traumatic stress disorder or other anxiety disorder, any mental disorder or any disease of the nervous system;
- h) 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;
- i) if **bodily injury** is contributed to by **you** participating in, practising or training for a sport as a professional or semi-professional;
- j) if it results from sickness or disease;
- k) if **your** injuries are intentionally self-inflicted;
- l) if **bodily injury** is sustained whilst **you** commit or attempt to commit suicide;
- m) resulting from a **gradually operating cause**;

### Sanctions Exclusion

**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 its 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, United Kingdom or United States of America.

## Section 6 – Benefit limitations

1. If **your** death results from **bodily injury** and this occurs within 26 weeks of the date of an **accident**, **we** will only pay the amount for item 1, death.
2. In the table of benefits:
  - a) **we** will only pay one of items 1-4 inclusive, 5a) or 6a) to an **insured person** 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 claim payment.
  - b) **you** can claim under more than one of items 5b), 6b) and 7-10 inclusive for any one **accident**. The amounts payable will be added together and will be subject to a maximum total payment of €125,000 for Standard cover and €250,000 for Double cover, for all items claimed and all cover under this policy will stop in respect of that **insured person** from the date of the claim payment.
  - c) **we** will not pay the benefits for items 8 or 9 as well as item 5a) or 5b).
  - d) **we** will not pay the benefit for both item 5a) and 5b); both items 6a) and 6b) or both items 7a) and 7b).
  - e) The **accidental** death benefit for children is fixed at, €5,000 (Standard cover) and €10,000 (Double cover). Benefits described in items 2-18 only, for children are 10% of the benefit levels shown in the table of benefits.
  - f) **we** will not pay item 4, **permanent total disablement** if the **insured person** is under 16 years of age or over 65 years of age.
  - g) **we** will make a payment in respect of item 12a) and 12b) for a **fracture** that occurs on both the left and right side of **your** body in the same **accident** up to a maximum of 4 payments in total per **accident**.
  - h) **we** will make only one payment in respect of item 13 for each **dislocation** (a-i) inclusive). Once **we** have paid a claim for a **dislocation**, **we** will not pay any further claim for the same joint if **you** dislocate it again in another **accident**. This restriction applies to each **insured person** for the lifetime of the policy.
  - i) **we** will pay 50% of the amount shown under item 15 for **hospitalisation** for **insured persons** aged over 65 at the date of the **accident**.
  - j) **we** will pay item 15 for each day of **hospitalisation** that occurs within the first 26 weeks of the **accident**.
  - k) if **you** suffer **bodily injury** whilst on a **motorcycle** the amounts payable for all items claimed under this policy are reduced by 50% and the maximum total amount payable is €125,000 (Standard cover) and €250,000 (Double cover) for any one **accident**.

- l) the maximum total amount payable under this policy per **insured person** for all claims arising from one **accident** is €300,000 for Standard cover and €600,000 for Double cover. In the case of a **child** the maximum amount payable is €30,000 for Standard cover and €60,000 for Double cover. If **we** pay the maximum amount all cover under this policy will stop in respect of that **insured person** from the date of the claim payment.
  - m) if **you** have an **accident** and make a claim under item 12 involving a **fracture** of a bone and either osteoporosis or a pathological **fracture** is:
    - first diagnosed at the date of this **fracture**; or
    - had been diagnosed prior to the date of **fracture**;that claim will be paid but no further claims under item 12 will be paid for the lifetime of this policy.
  - n) **We** will not pay the **Out of Work Support** benefit if **you** are not in paid employment prior to the **accident** or if **you** are a **child**
  - o) **We** will not pay for the treatment in respect of **Dental** unless a claim for such payment is received by **us** within 30 days of the **accident**.
3. Cover under this policy will stop on the first premium due date following **your** 75th birthday.
4. **We** will not pay any benefit if **you** reside outside of the Republic of Ireland for more than 180 consecutive days (see 'Section 8 - General policy conditions' for more details).
5. **We** will not be liable to pay for **dental** treatment which
- is caused by **you** participating in any contact sport where protective equipment against **dental** is not worn eg rugby, GAA, boxing.
  - is related to routine or preventative dental care, including but not limited to root canals.
  - is incurred within two years of the date of the **accident** for treatment which either takes place or is expected to take place after the expiry of the two years from the date of the **accident**.

## Section 7 – Existing medical conditions

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 the **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 had an **accident** which left **you** totally blind in both eyes and **you** make a claim under item 6a) 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 but under item 6b) 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 6b) for **loss of sight** in one eye for the total **loss of sight** in that eye. If **you** had purchased Standard cover, **you** will receive a payment of €97,500.

## Section 8 – 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. Interest on amounts payable

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

### 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. If this belief is incorrect then the amount paid must be returned to **us**.

### 5. 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.

### 6. Policy and premium alteration

**We** may change the terms and conditions, including the premium, of the policy as considered necessary to reflect any event outside **our** control that **we** expect to have an impact on future claims which **we** could not reasonably have foreseen when **we** last reviewed the policy terms and the premium, or in the event of any change in the law affecting this policy, for example a change in Insurance Premium Tax or other tax. Before **we** make any changes, **we** will give 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 the 'Cancelling the policy after the cooling off period' policy after the cooling off period' section. If this happens no claims will be paid for any **bodily injury** suffered by an **insured person** after the date of the cancellation. **We** will return to the **policyholder** any premium already paid to **us** in advance for cover that is unused at the date of cancellation.

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

## 7. Premium payment

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

If the premium is payable on a monthly basis, it is due by the first premium due date and subsequently on the 1st day of each month thereafter. Each premium paid, purchases cover under the terms of this policy for the whole calendar 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** that occurs after the 30 days have passed if the premium remains unpaid.

## 8. Residence Limitation

This policy offers coverage only to individuals ordinarily **resident** in the Republic of Ireland and is null and void as to non-residents of the Republic of Ireland.

## 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. Complying with the policy

To have the full protection of this policy **you** must comply with the conditions outlined in 'Section 12 - Claims 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.

## 11. Insurance Act 1936 (or future amendments thereto)

All monies which become or may become due and payable by **us** under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

## 12. Finance Act 1990 (or future amendments thereto)

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act, 1999, as amended.

# Pre-Contract Application Form

The **policyholder** must answer all the questions on the **pre-contract application form** honestly and with reasonable care. Failure to do so may result in **your** policy being cancelled or **we** may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the Impact of **Misrepresentation** section, which **you** should read carefully.

The **policyholder** shall either immediately or as soon as reasonably possible inform the Insurer if any of the answers or information given in the **pre-contract application form** is inaccurate or has changed before completion of the contract of insurance.

# The Impact of any Misrepresentation by the Policyholder, is as follows:

### (a) Innocent Misrepresentation:

Where the **Policyholder** have answered all questions in the **pre-contract application form** honestly and with reasonable care but where the Policyholder made an innocent **misrepresentation** (that is, one that is neither negligent nor fraudulent) the Insurer will pay any covered claim event subject to the terms and conditions of this policy.

### **(b) Negligent Misrepresentation:**

If the **Policyholder** make a negligent misrepresentation or fail to take reasonable care in completing the **pre-contract application form** the cover under this policy may not fully operate and in the event of a claim the Insurer will exercise one of the following remedies:

- (1) If knowing the full details the Insurer would not have entered into the insurance contract, the Insurer may avoid the contract, refuse all claims and return any premiums paid by the **Policyholder**.
- (2) If the Insurer would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract of insurance may be treated as if it had been entered into on those terms.
- (3) If the Insurer would have entered into the contract of insurance but have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on the claim.
- (4) Where there is no outstanding claim under the contract of insurance, the Insurer may either:
  - (i) give notice to the **Policyholder** that in the event of a claim the Insurer will exercise the remedies in paragraphs (1) to (3), or
  - (ii) terminate the contract by giving reasonable notice to the **Policyholder**.

### **(c) Fraudulent Misrepresentation:**

If the **Policyholder** make a fraudulent **misrepresentation** or where any conduct by the **Policyholder** or Insured involves fraud of any kind the Insurer shall be entitled to avoid the contract of insurance and refuse any claims.

## Section 9 – Cancellation and cooling off period

### Cooling off period

If the cover does not meet the **policyholder's** requirements the **policyholder** may cancel this policy within 14 working days of the policy **effective date** shown on the **schedule** or within 14 working days of receiving the policy and schedule, whichever is the later. **We** will give the **policyholder** a full refund of any premiums paid less any claim payments. Refunds will be returned to the **policyholder** within 5 working days from the date **we** receive notice of cancellation from the **policyholder**.

### Cancelling the policy after the cooling off period

The **policyholder** may cancel this policy by giving AIG Europe S.A. notice in writing to AIG Europe S.A., 30 North Wall Quay, International Financial Services Centre, Dublin 1 or by e-mail to [personalaccident.aig@ie.sedgwick.com](mailto:personalaccident.aig@ie.sedgwick.com)

**We** may cancel this policy by giving the **policyholder** 30 days notice in writing to the **policyholder's** last known address.

For monthly paid policies, cover will stop from the next premium due date following the date **we** receive notification of cancellation. For annually paid policies, cover will stop on the first day of the next calendar month following the date **we** receive notice of cancellation.

The policyholder is responsible for promptly telling other **insured persons** that the policy has been cancelled.

No person other than the **policyholder** has the right to cancel this policy.

## Section 10 – Fraud or false information

By the **policyholder**

Any fraud, deliberate dishonesty or deliberate hiding of information connected with the **policyholder's** application for this policy or in connection with a claim, will make this policy invalid. In this event **we** will not refund any premiums and **we** will not consider for payment any claims which have not already been submitted to **us**.

Where claims have been made by **insured persons** (other than the policyholder) under this policy, but remain unpaid, prior to the discovery of such fraud, deliberate dishonesty or deliberate hiding of information, where the **insured person** making the claim had no involvement in it, such claims will be considered for payment in the usual way.

By the **insured person**

Any fraud, deliberate dishonesty or deliberate hiding of information by an **insured person** at any time will make this policy invalid for that **insured person**. If this happens, the **insured person** will lose any benefit due to them and they must pay back any benefit that **we** have already paid. If this occurs, **we** will not refund any premiums in respect of that **insured person**.

## Section 11 – Payment of benefits

The **accidental** death benefit will be paid to **your** legal representative or executor and their receipt will discharge **our** liability under the policy. Any other benefit due will be paid to the **insured person** who is the subject of the claim except in the case of a **child**, when it will be paid to the **policyholder** provided that they are a **parent** of the **child** otherwise it will be paid to the **child's parent**.

## Section 12 – Claims procedure

**We** must be notified as soon as reasonably practicable after the **accident** of a claim, by completing a claim form and returning it to **us**. **You** can call **us** on 01-2081400 to request a claim form or, email **us** at [irelandexpressclaims@aig.com](mailto: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.

Claims are to be notified to:  
The Manager  
Claims Department, AIG Europe  
S.A., 30 North Wall Quay,  
International Financial Services Centre,  
Dublin 1  
Telephone: 01 208 1400  
E-mail: [irelandexpressclaims@aig.com](mailto:irelandexpressclaims@aig.com)

**We** will ask for a reasonable amount of information as evidence in support of the claim at no expense to **us**, including information to show that the **bodily injury** is a result of an **accident**. If the information supplied is insufficient, **we** will identify the further information which is required.

If **we** do not receive the information **we** need, the 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** have an existing physical impairment or medical condition **we** may ask an independent **medical consultant** to assess how this contributes to the claim. Please see 'Section 7 - Existing medical conditions' of this policy for further details. If **your** injury is not described in the **table of benefits** **we** will assess it in a certain way.

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

## Section 13 – How we use personal information

AIG Europe S.A. 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

## Opt-Out

To opt-out of any marketing communications that **we** may send **you**, contact **us** by e-mail at: postmaster.ie@aig.com or by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1. If **you** opt-out **we** may still send **you** other important service and administration communications relating to the services.

## 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 S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: [dataprotectionofficer.ie@aig.com](mailto:dataprotectionofficer.ie@aig.com)

## Section 14 – If something goes wrong with our service

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](mailto:customercomplaints.ie@aig.com)

Website: [www.aig.ie/complaints](http://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).

If **you** are a consumer and **you** are not satisfied with the final outcome of **your** complaint, you can make a complaint to the Financial Services and Pensions Ombudsman:

Financial Services and Pensions Ombudsman  
3rd Floor, Lincoln House, Lincoln Place, Dublin, D02 VH29.  
Phone: +353 1 567 7000  
E-mail: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://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](mailto: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](mailto: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: [https://consumer-redress.ec.europa.eu/index\\_en](https://consumer-redress.ec.europa.eu/index_en)

Following this complaint procedure or making use of the one of the above options does not affect the complainant's right to take legal action.

## Section 15 – How to contact us

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 9:00 am and 5:00 pm Monday to Friday or e-mail Customer Services on [personalaccident.aig@ie.sedgwick.com](mailto:personalaccident.aig@ie.sedgwick.com).

Alternatively **you** can write to:

Customer Services

AIG Europe S.A., 30 North Wall Quay, International Financial Services Centre, Dublin 1 Email: [postmaster.ie@aig.com](mailto:postmaster.ie@aig.com)

## Section 16 – Insurance Providers

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 and is regulated by the Central Bank of Ireland for conduct of business rules.

AIG Europe S.A. Ireland branch 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.

Telephone: 0818 681 681.

E-mail: [enquiries@centralbank.ie](mailto: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/>

### Insurance Compensation Fund

**You** 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/solvency-ii/insurance-compensation-fund>

AIG Europe S.A. Ireland Branch does not provide advice or any personal recommendation about this product. This policy reflects the demands and needs of a person who wishes to purchase personal protection insurance benefits.

AIG Europe S.A. is an insurance company

We don't 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



AIG Europe S.A.  
30 North Wall Quay, International Financial Services Centre, Dublin 1.

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