

AIG Europe S.A.
Personal Accident Insurance
Policy Document

Personal Accident Insurance Policy

This policy, together with the schedule and the **pre-contract application form**, is evidence of the contract between the **policyholder** and **us**, AIG Europe S.A.

We agree to give you the insurance cover set out in this policy. We will only provide cover for those people who are insured by the type of plan shown on the schedule, as long as the appropriate premium has been paid and we have accepted it.

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

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.

What the insurance covers

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

In the case of a **child**, **we** will pay the **total sum insured**:

- to the policyholder as long as they are a parent of the child, otherwise we will pay the child's legal guardian; or
- the child's legal representative if the child dies.

Definitions

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

Accident

A sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place.

Bodily injury

Identifiable physical injury to your body which is caused directly and solely by an accident, is not intentionally self-inflicted and does not result from sickness or disease.

Body

The head, trunk, upper limbs and lower limbs.

Child or children

A person who is, or persons who are, under 18 years of age (or under 23 years of age if in full-time education).

Convalescence

A specific period of recuperation on the orders of a **doctor** after a period of **hospitalisation**.

Completed Application Form

A precise record of the answers and/or information **You** provided to each of the specific questions asked by **You** at the precontractual stage of this contract of insurance, This includes the answers and/or information to any prior proposal forms (including provided by **You** at renewal or mid-term adjustment) or Completed Application Form supplied to **You** which was previously completed and provided by **You**.

You must answer all of the questions on the Completed Application Form/ Proposal Form honestly and with reasonable care, failure to do so may be regarded as a Misrepresentation (see Impact of Misrepresentation section).

Doctor

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

Family plan

The policyholder, the policyholder's partner and their child or children.

Fracture

A complete break across or through the whole width of the bone.

Hand

All the fingers and the thumb of a hand.

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

Cover provided under this policy for the **policyholder** only unless the **policyholder** is a **single parent** in which case cover extends to include the **policyholder's child** or **children**.

Insured person or insured persons

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.

Lower limbs

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

Misrepresentation

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

Paraplegia

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

Partner

A person aged 16 or over who is either 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.

Permanent disability or permanent disabilities

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

Permanent total disablement

Being totally unable to do paid work of any kind, which will probably last the rest of your life.

Policyholder

The person aged under 70 who has paid for this policy and is shown on the schedule.

Premium due date

The date on which a policyholder's premium becomes due.

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 regarded as a **Misrepresentation** (see Impact of Misrepresentations section).

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.

Quadriplegia

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

Section or sections

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

Single parent

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

Start date

The date shown on the schedule, this being the date on which cover for an insured person under the policy starts.

Total sum insured

The number of units shown on the **schedule** multiplied by the sum insured for each unit for the appropriate item in the Table of Benefits. However, the most **we** will pay under:

- section A item 1 is €650,000
- section A item 2 is €325,000
- **section** C item 2 is €9,500

Upper limbs

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

War

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

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

You or your

An insured person.

General Exclusions

We will not pay benefits for bodily injury caused by:

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

Sanctions Exclusion

The Insurer shall not be deemed to provide cover and the Insurer 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 the Insurer, its 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 or the United States of America.

Start and finish of cover

Your cover will begin on the start date.

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

- a When
 - the payment of premiums stops;
 - the **policyholder** dies;
 - in relation to a partner, the policyholder tells us in writing to stop insuring their partner;
 - a partner is no longer the husband or wife of the policyholder;
 - we write to the policyholder at their last known address, giving at least 30 consecutive days notice in writing to cancel cover;
 - the policyholder has lived outside the Republic of Ireland for more than 180 days in a row; or
 - you reach your 70th birthday.
- b In relation to cover for a child:
 - on the child's 18th birthday, or their 23rd birthday if they are in full-time education; or
 - if the cover changes from a family plan to an individual plan and the policyholder is not a single parent.

Changing the premium and conditions

We can change the premium and conditions of this policy by giving the **policyholder** at least 30 days notice in writing to their last known address.

Claim procedure

If you want to make a claim under this policy, you (or the policyholder for a child) must contact us as soon as possible. The claim may be rejected if it is made so long after the event that the Insurer is unable to investigate the claim fully. It may also result in the Insured Person not receiving the full amount claimed if the amount claimed is increased as a result of the delay. You can call us on 01-2081400 to request a claim form or, email us at claims.ie@aig.com. We will ask you to fill in a claim form and we may ask you to go for a medical examination to support your claim. You must give us permission to get any medical reports and records that we need from any medical examiner who has treated you, otherwise we may not pay your claim. We will pay for the medical examination and for any medical reports and records we ask for.

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

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

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

Conditions

- a **We** will pay the benefit under item 12 of **section** B by assessing the degree of disability suffered compared to those **permanent disabilities** specifically mentioned in that **section** without taking account of **your** occupation.
- b If you disappear, and after a suitable period of time it is reasonable to believe that you have died as a result of bodily injury, we will pay the death benefit to your legal representative. If we find out you have not died, the benefit will be repaid to us.
- c We will treat death, **permanent disability**, specified burns, specified **fractures**, **hospitalisation** or **convalescence** caused as a direct result of being exposed to severe weather conditions as having been caused by **bodily injury**.
- d No amount paid under this policy will carry interest.
- e You cannot assign (transfer) this insurance to anyone else.
- f You must answer all questions on the completed application form honestly and with reasonable care. Failure to do so may result in this insurance 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.

Cooling-off period and cancellation

If the cover does not meet the **policyholder's** requirements the **policyholder** may cancel this policy within 14 working days of the policy **start 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 as long as no claim has or will be made. 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, D01 R8H7 or by e-mail to personal accident.ie@aig.com We may cancel this policy by giving the **policyholder** 30 consecutive day's 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.

For annual policies, the premium for the period up to the date when the cancellation takes effect will be calculated and any unused portion of the premium which has been paid in advance will be returned to the **policyholder** less any claim payments. 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.

Misrepresentation and negligent **Misrepresentation** (as applicable), any deliberate dishonesty or hiding of information will make this Policy invalid. If this happens, you will lose any benefit due and must pay back any benefit that the Insurer may have already paid. The Insurer will not refund any premiums

Impact of Misrepresentation

The Impact of any Misrepresentation by you, is as follows:

(a) Innocent Misrepresentation:

Where **you** have answered all questions in **your** application form honestly and with reasonable care but where **you** 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 **your** policy.

- (b) Negligent Misrepresentation:
 - If **you** make a negligent misrepresentation or fail to take reasonable care in completing **your** application form, **your** cover may not fully operate and in the event of a claim we will exercise one of the following remedies:
 - 1. If knowing the full details, **we** would not have entered into the insurance contract, **we** may avoid the contract, refuse all claims and return any premiums paid by **you**.
 - 2. If we would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract may be treated as if it had been entered into on those terms.
 - 3. If **we** would have entered into the insurance contract but have charged a higher premium, **we** may reduce proportionately the amount to be paid on **your** claim.
 - 4. Where there is no outstanding claim under the insurance contract, we may either:
 - (i) give notice to you that in the event of a claim we will exercise the remedies in paragraphs 1 to 3, or
 - (ii) terminate the contract by giving reasonable notice to you.
- (c) Fraudulent Misrepresentation:

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

Law and jurisdiction

This policy is evidence of the contract of insurance between the **policyholder** and **us**. This Policy is governed by the laws of the Republic of Ireland and any dispute arising from its interpretation will be subject to the exclusive jurisdiction of the Courts of the Republic of Ireland.

Limitations

a When more than one form of **permanent disability** results from **bodily injury**, **we** will add together the benefits under **section** B. The most **we** will pay for each unit will be the sum insured under item 1 of **section** B.

- b We will only pay either the quadriplegia or paraplegia benefit under section A as the result of one accident causing bodily injury.
- You can only claim under one of the sections A, B or C for bodily injury resulting from one accident.
- If you die within 13 weeks of bodily injury, as long as death was a result of bodily injury, we will pay the benefit under **section** C instead of the benefits under **sections** A or B.
- We will not pay the benefits under sections D and E as well as those under section C.
- We will not pay the benefits under section B items 7, 8, 9 and 10 as well as items 3 and 5 of that section.
- We will only pay the benefit under section G when you are not an inpatient in a hospital.
- h We will not pay the benefit under section B item 1 if you are aged 15 or under or 65 or over or retired from full-time gainful employment at the date of **bodily injury**.

Paying premiums

If the premium is paid by direct debit or by credit card, it will be taken from the **policyholder's** chosen bank. building society or credit card account every month and collected by us. If the premium is paid by cheque or postal order, it is due every six or twelve months as shown on the **schedule**.

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

If the premium is paid by direct debit or by credit card, each premium buys cover for the calendar month it is paid.

If the premium is paid by cheque or postal order, each premium buys cover for either six or twelve months as shown on the schedule.

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

Residency requirement

The **policyholder** and **you** have to permanently live in the Republic of Ireland. Cover for an **insured person** will stop once they have lived outside the Republic of Ireland for more than 180 days in a row. Cover under this policy for all **insured persons** will stop once the **policyholder** has lived outside the Republic of Ireland for more than 180 days in a row.

Upper age limit

Your cover under this policy will stop on the premium due date following **your** 70th birthday.

Our Complaints Procedure

AIG Europe S.A. wants to give the **Policyholder** the best possible service. If the **Policyholder** feels they have cause for complaint the **Policyholder** 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 the Policyholder may contact any of the following:

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

Phone: +353 1 676 1820 Fax: +353 1 676 1943

E-mail: feedback@insuranceireland.eu Website: http://www.insuranceireland.eu Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Phone: +353 1 567 7000

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, 7 boulevard Joseph II, L-1840 Luxembourg Grand Duché de Luxembourg or by fax at +352 22 69 10, or by email at HYPERLINK "mailto:reclamation@caa.lu" 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/

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.

Data Protection

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

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.

Other Information

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 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 undertaking 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. Telephone: 1890 77 77 77. Fax: 01 6716561. 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/

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 though 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 accident insurance benefits.

Commission & Fees

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

Table of Benefits (one unit)

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

11	Complete fusion of the backbone (all vertebrae).	€12,000			
12	Permanent disability not otherwise listed, based on a medical assessment in line with the benefits and sums insured in section B.	up top €24,000			
Sect	Section C – Accidental death				
1	Policyholder or partner	€25,000			
2	Child – benefit limited to €9,500 no matter how many units have been bought.	€9,500			
Sect	ion D – Burns Full-thickness burns which cover:				
	a 27% or more of the body surface b 18% or more, but less than 27%, of the body surface c 9% or more, but less than 18%, of the body surface d 4.5% or more, but less than 9%, of the body surface	€6,000 €5,000 €4,000 €2,000			
Soci	·	02,000			
3ecr	ion E – Fractures Fracture or fractures to the elbow, wrist or one or more bones of the arm (humerus, radius and ulna).	€100			
2	Fracture or fractures to the ankle or one or more bones of the leg (femur, patella, tibia and fibula).	€200			
Sect	ion F – Hospitalisation				
1	Paid for the number of nights spent as an inpatient in a hospital , up to 365 nights. The benefit paid for each overnight stay will be one-seventh of the sum insured.	€125 a week			
Sect	ion G – Convalescence				
1	Policyholder or partner – paid for up to four weeks immediately after hospitalisation of seven nights in a row. The benefit paid for each day will be one-seventh of the sum insured.	€60 a week			
2	Child – paid for up to four weeks immediately after hospitalisation of seven nights in a row. The benefit paid for each day will be one-seventh of the sum insured.	€30 a week			