



AmTrust International Underwriters  
An AmTrust Financial Company

# CWU Voluntary Personal Accident Policy Document

Member & Family



Policy number: L19AIU1035



Arranged by Halligan Insurances

# Contents

Introduction .....	3
1. Definitions.....	3
2. Eligibility.....	4
3. Benefits .....	4
4. Exclusions .....	6
5. How to make a claim.....	6
6. Cancellation.....	7
7. When cover starts and ends.....	7
8. General Policy Conditions.....	7
9. Privacy and data protection notice.....	8
10. Complaints procedure .....	9
11. Insurance Compensation Fund .....	9
12. Contact details .....	9

# Introduction

Provided that the premium has been paid in the required manner, AmTrust International Underwriters DAC (the Insurer) will provide the insurance detailed below and in any attached memoranda or endorsements for the Period of Insurance shown in the Schedule.

This Policy is underwritten by AmTrust International Underwriters Designated Activity Company registered in Ireland (number 169384) at 6-8 College Green, Dublin 2, D02 VP48, authorised and regulated by the Central Bank of Ireland with reference number C33525.

The appropriate Stamp Duty has or will be paid to the Revenue Commissioners in accordance with the provisions of Section 19 of the Finance Act 1950 as amended.

## 1. Definitions

Certain words in this Policy have been given specific meanings as described below.

**Accident / Accidental:** A sudden, unforeseen and fortuitous event that takes place during the Period of Insurance.

**Bodily Injury:** A Bodily Injury which is the direct result of an Accidental, external, violent and visible cause, including Accidental injury as a direct result of being exposed to the elements. This does not include an injury caused by sickness, disease, psychological or psychiatric condition, or any naturally occurring condition or degenerative process.

**Child / Children:** A Child or Children of the Insured or their Partner (including legally adopted and step Children) who are unmarried and aged under 18 years or under 23 years if in full-time education.

**Family Plan:** Insures the Insured, the Insured's Partner, and their Children.

**Fracture:** A break in the full thickness of a bone. This does not include Fractures caused by unhealthy bones and those that are unable to withstand normal stresses.

**Full-time Gainful Employment:** Means employment which, in the 26 weeks before the Bodily Injury, averages 20 hours or more per week.

**Hospital:** Any institution which fully meets every one of the following criteria:

- maintains permanent and full-time facilities for the care of overnight resident patients and;
- has diagnostic and therapeutic facilities for surgical and medical diagnosis and treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and;
- provides 24 hours a day nursing services by registered or graduate nurses and;

- is not, other than incidentally, a mental institution, a nursing home, a hospice or place for the terminally ill, nor a residential care home, nor a place principally for convalescence, nor a place for the treatment of alcoholism or drug addiction.

**Hospitalisation:** Being admitted to a Hospital as an inpatient for a period of at least 24 consecutive hours on a Medical Practitioner's advice.

**Individual Plan:** Insures the Insured only. However, if the Insured is a Single Parent cover extends to include the Insured's Children.

**Insured:** A person named in the Schedule who is a member of the Policyholder.

**Insured Person:** The persons insured under the Individual Plan or Family Plan.

### Loss of Limb:

- In the case of an upper limb:
  - » all four fingers on one hand or an entire hand or arm being severed or;
  - » permanent and total loss of use of the limb, an entire hand or all four fingers on one hand.
- In the case of a lower limb:
  - » the limb being severed at or above the ankle or;
  - » permanent and total loss of use of an entire foot or leg.

**Loss of Sight:** Permanent physical loss of an eye or permanent and total loss of sight:

- in both eyes (if the Insured Person is added to the Register of Blind People on the authority of a fully qualified ophthalmic specialist) or;
- in one eye if the amount of sight remaining after correction is 3/60 or less on the Snellen scale (this means only seeing at 3 feet what you should see at 60 feet).

**Medical Practitioner:** A person who is qualified and registered as such by the competent authority in that country, other than an Insured Person, their Partner, a member of their immediate family or an employee of the Insured.

**Osteoporosis:** A disease that causes the thinning of the bone out of proportion to age resulting in bones that are unable to withstand normal stresses.

**Partner:** The spouse or common-law spouse of an Insured or any other person who is not a Child, whom the Insured consents to be covered by this Policy. There can only be one Partner per Policy.

**Period of Insurance:** Cover will begin on the Policy Start Date and be in force for one year or until any of the dates stated in the section "When cover ends" are reached.

**Permanent Total Disablement:** Disablement which prevents an Insured Person from gainful employment of any and every kind which in all probability will continue for the remainder of his/her natural life. Retired members are not eligible for Permanent Total Disablement cover.

**Policy:** The terms and conditions issued to the Policyholder as set out in this document.

**Policyholder:** Communication Workers Union of Ireland.

**Schedule:** The Schedule of insurance issued to an Insured and showing details of the cover the Insured has purchased.

**Single Parent:** An Insured who has a Child or Children and is unmarried, separated, divorced or living apart from their Partner.

**Start Date:** The date, shown on the Schedule, on which cover under the Policy commences at 00.01.

**Sum Insured:** The maximum amount of cover up to

which the Insured Person can claim for each benefit under the Policy.

**Temporary Total Disablement:** The temporary total inability of an Insured Person to carry out all parts of their usual occupation.

**War:** Any activity arising out of, or attempt to participate in, the use of any military force between nations, including civil war, revolution and invasion.

**We, Us, Our, Insurer:** AmTrust International Underwriters DAC.

**Whiplash:** A neck injury caused by a sudden forward movement of the upper body, such as in a car Accident.

## 2. Eligibility

An Insured will be eligible to become insured under this Policy if at the Start Date they:

- are a member of the Policyholder, either an in-Benefit member or a member of the Retired Members Section (aged under 75); and
- live permanently in the Republic of Ireland, United Kingdom, Channel Islands or Isle of Man.

## 3. Benefits

If the Insured Person suffers Accidental Bodily Injury which within 2 years solely and independently of any other cause results in death, permanent disability, specified burns, specified Fractures, Hospitalisation or Temporary Total Disablement, We will pay the Insured Person (as long as they are not a Child), or their legal representative in the event of death, the Sums Insured as specified in the table of benefits below.

Section	Benefits	Member / Partner	Retired Member / Partner	Child
A	Accidental Death	€70,000	€35,000	€10,000
	Permanent Total Disablement	€70,000	Nil	€35,000
	Loss of Limbs / Sight	€70,000	€35,000	€35,000
	Loss of Speech	€70,000	€35,000	€35,000
	Loss of Hearing	up to €70,000	up to €35,000	up to €35,000
	Other Permanent Disabilities*	up to €70,000	up to €35,000	up to €35,000
B	Hospitalisation	€300 per week	€150 per week	€150 per week
C	Fracture to Arm (a full break of humerus, radius, ulna or wrist)	€750	€375	€375
	Fracture to Leg (a full break of femur, patella, tibia, fibula or ankle)	€1,500	€750	€750
D	Burns covering 27% or more of the body	€6,000	€3,000	€3,000
	Burns covering 18% to 27% of the body	€5,000	€2,500	€2,500
	Burns covering 9% to 18% of the body	€4,000	€2,000	€2,000
	Burns covering 4.5% to 9% of the body	€2,000	€1,000	€1,000
E	Temporary Total Disablement	€300 per week	Nil	Nil

\* Continental scale (see page 5)

## Benefit Notes:

### Section A – Personal Accident

- This benefit is operative 24 hours a day anywhere in the world.
- If an Insured Person suffers Accidental Bodily Injury which, within 2 years solely and independently of any other cause, results in their death the relevant Accidental death benefit will be paid.
- If an Insured Person disappears and after a period of 7 years it is reasonable to believe that they have died as a result of Accidental Bodily Injury the the Accidental death benefit will be paid providing the Insured signs an agreement that if this is later found to be wrong, any amount paid will be refunded to the Insurer.
- Death or disablement resulting from exposure to the elements will be considered to have been caused by Accidental Bodily Injury for the purposes of this Policy.
- The benefits in section A are mutually exclusive, no benefit will be payable in respect of any one Accidental Bodily Injury under more than one of the benefits in section A.
- The Accidental death benefit for a Child will be limited to €10,000.
- The permanent disability benefit payable depends on the degree of permanent disability according to the Continental Scale. The following table states the benefits payable for specific permanent disabilities.
  - » For forms of permanent disablement not specified below the degree of disability will be assessed by comparison with the benefits payable for specific disabilities without taking into account the Insured Person's occupation.
  - » When more than one form of disablement results from one Accident the benefit from each are added together up to a maximum limit of €70,000 in total.
  - » Benefits under section C (Fractures) and D (Burns) are payable in addition to the permanent disability benefit as the result of one event causing Accidental Bodily Injury.
  - » Child and retired member benefits are 50% of the Insured's Sum Insured for each item in the following table.

Disability	Benefit
Loss of hearing in both ears	€70,000
Loss of hearing in one ear	€17,500
Loss of hip or knee or ankle	€14,000
Removal by surgical operation of lower jaw	€21,000
Loss of one big toe (both joints)	€7,000
Loss of one big toe (one joint)	€3,500
Loss of any other toe (both joints)	€3,500 per toe

Disability	Benefit	
	Right*	Left*
Loss of a thumb (both joints)	€17,500	€14,000
Loss of a thumb (one joint)	€8,500	€7,000
Loss of a forefinger (2 or more joints)	€14,000	€10,500
Loss of a forefinger (one joint)	€7,000	€5,250
Loss of any other finger	€7,000 per finger	€4,200 per finger
Permanent total loss of use of shoulder or elbow	€17,500	€14,000
Permanent total loss of use of wrist	€14,000	€10,500

\* to be reversed if left-handed

### Section B – Hospitalisation

- This benefit is operative 24 hours a day anywhere in the world.
- If an Insured Person, during the Period of Insurance, requires in-patient Hospital treatment for more than 24 hours as a direct result of an Accidental Bodily Injury, the Insurer will pay the weekly benefit specified in the table on page 4, or the pro-rated part thereof. Benefit shall be payable for a maximum period of 26 weeks in any Period of Insurance.
- Benefits under this section are payable in addition to all other sections as a result of one event causing Accidental Bodily Injury.
- Successive periods of Hospital confinement due to the same Accidental Bodily Injury or related causes shall be considered as one continuous period unless separated by 26 weeks during which an Insured Person is not confined to a Hospital as the result of such Bodily Injury.

### Section C – Fractures

- This benefit is operative 24 hours a day anywhere in the world.
- If an Insured Person, during the Period of Insurance, suffers a Fracture to an arm or leg as a direct result of an Accident, the Insurer will pay the benefit specified in the table on page 4. An arm Fracture is defined as a break in the full thickness of the humerus, radius, ulna or wrist. A leg Fracture is defined as a break in the full thickness of the femur, patella, tibia, fibula or ankle.
- The Fractures benefit is not payable for breaks caused by Osteoporosis or in bones that are unable to withstand normal stresses.

### Section D – Burns

- This benefit is operative 24 hours a day anywhere in the world.
- If an Insured Person, during the Period of Insurance, suffers full-thickness burns as a direct result of an Accident, the Insurer will pay the benefit amount specified in the table on page 4 in accordance with the amount of body surface affected.

## Section E – Temporary Total Disablement

- This benefit is operative 24 hours a day anywhere in the world.
- If an Insured Person, during the Period of Insurance, suffers an Accidental Bodily Injury which results in their Temporary Total Disablement, We will pay the weekly benefit specified in the table on page 4 from the 27th week of disablement and for a maximum of 104 weeks.
- The Insured Person or Partner must be in Full-time Gainful Employment.
- In the event of a back or neck injury, including Whiplash, the weekly benefit will be payable from the 53<sup>rd</sup> week for a maximum period of 104 weeks.
- Benefits under this section are payable in addition to all other sections as a result of one event causing Accidental Bodily Injury.
- There is no cover for Children or retired members under this section.

## 4. Exclusions

### General exclusions

1. We will not pay any benefit under this Policy if an Insured Person sustains a Bodily Injury caused directly or indirectly by or contributed to by:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or;
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or nuclear component machinery thereof.
2. We will not pay any benefit under this Policy if an Insured Person sustains a Bodily Injury as a result of War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorism, insurrection or military or usurped power.

### Exclusions applicable to Sections A – E

3. We will not pay any benefit under this Policy if an Insured Person sustains a Bodily Injury caused by or contributed to by:
  - intentional self-injury
  - suicide or attempted suicide
  - flying as a pilot, air crew or flight personnel.
4. We will not pay any benefit under this Policy if an Insured Person sustains a Bodily Injury caused by or contributed to by:
  - sickness or disease
  - any naturally occurring condition or degenerative process
  - any gradually operating cause.

5. We will not pay any benefit under this Policy if an Insured Person sustains a Bodily Injury caused by or contributed to by:
  - the Insured Person being in charge of a vehicle with more alcohol in their blood/urine than is permitted by law
  - the Insured Person's reckless exposure to danger, acts of negligence or criminal imprudence or as a result of them committing, or attempting to commit, a crime.
6. We will not pay the benefit for any Fracture where Osteoporosis had been diagnosed and made known to the Insured Person before they suffered Bodily Injury.
7. We will not pay benefit under this Policy if an Insured Person sustains a Bodily Injury which results from or is a consequence of them engaging, training or practising in rallies, trials or speed tests, mountaineering, rock or cliff climbing, pot-holing, boxing, scuba diving, skin diving, deep sea diving, parachuting, racing (other than on foot) or any sport played on a professional basis.

## 5. How to make a claim

In the event of a claim under this Policy, it should be notified to Us in writing as soon as is reasonably possible.

First notification of a claim should be submitted in writing or by telephone, quoting your Policy number, to:

Halligan Insurances  
William Norton House  
575 North Circular Road  
Dublin 1  
Tel: 01-879 7100  
Email: info@halligan.ie

### Claims settlement conditions

1. Claimants must do the following:
  - tell the Insurer's authorised advisor in writing or by telephone as soon as is reasonably possible after any Accident which may give rise to a claim under the Policy
  - fully complete and sign a claim form
  - provide at your own expense, any medical certificates, Accident reports and other reasonable evidence to support the claim.
2. If the information supplied is insufficient We will identify what further information is required to properly assess the claim.
3. The Insured Person, or their representative in the event of their death, must give Us permission to obtain medical reports or records from any Medical

Practitioner who has treated them and, if necessary, for a post-mortem examination to be undertaken.

4. If required, an Insured Person must undergo as many medical examinations in connection with a claim as required by the Insurer, at the Insurer's expense.
5. We will pay relevant benefits to the Insured Person, except where they have suffered an Accidental death, in which case the benefits will be paid to the executor/ administrator of their estate.
6. Benefits related to Children will be paid to the Insured, or if the Insured is not the parent of the Child benefits will be paid to the Partner provided they are a parent of the Child otherwise benefits will be paid to the Child's legal guardian.

## 6. Cancellation

The Insured can cancel this Policy by writing to the Policyholder and asking for premiums not to be taken from their pay. In this event, the Insured's cover is cancelled at the end of the period for which premium has already been deducted.

The Insurer can cancel this Policy by giving 30 days written notice to the Insured at the Insured's last known address or by notifying the Policyholder. Cover ceases for all Insured Persons if the Policy is cancelled by the Policyholder or by Us.

## 7. When cover starts and ends

Cover for an Insured Person will start when We receive notification from the Policyholder.

Unless this Policy is cancelled earlier by the Insured or by Us cover will continue as long as the Insured continues to pay the premiums.

Cover under this Policy will end automatically for each Insured Person;

- when the Insured is no longer a member of the Policyholder;
- when the Insured dies;
- when the Insured tells Us in writing to stop insuring a partner;
- when We have paid a claim under Section A that equals the Sum Insured under that section;
- when an Insured Person has lived outside the Republic of Ireland, the United Kingdom, the Isle of Man or the Channel Islands for more than 180 days in a row;
- 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 Insured is not a Single Parent.

## 8. General Policy Conditions

### Cooling-off period

If this cover does not meet the Insured's requirements, the Insured may return this Policy and Schedule to the Insurer's authorised advisor within 15 days of the cover starting. We will refund all premiums paid within 30 days of cover starting. We will not refund premiums if an Insured Person has received a Bodily Injury within the 15 days which results in a claim under this Policy. The Insured should notify the Policyholder not to take any premiums from their pay.

### Payment of premiums

The Policyholder will take premium from the Insured's pay. Each premium paid purchases cover for the month it is paid. If a premium is not paid on the date it is due, the Insured has 30 days in which to pay it. If it is not paid during that period, the insurance will be 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. In accordance with Section 93 of the Insurance Act 1936, all amounts due under this Policy will be paid in the Republic of Ireland. The premiums payable include Stamp Duty and Government Levy.

### Policyholder requirements

The Policyholder will pay premiums and supply information in the form and at the frequency required by Us.

### Changes of premium and conditions

We can change premium and terms and conditions of the Policyholder and schedule by giving the Insured 30 days written notice to their last known address or via notification to the Policyholder.

### Transferring this Policy

The Insured or an Insured Person cannot transfer the benefit of this Policy to anyone else or use this Policy or the benefits in this Policy as a mortgage or guarantee of any kind.

## Failure to comply with Policy conditions

Where the Insured or an Insured Person does not comply with any obligation to act in a certain way specified in this Policy, the Insurer may not pay a claim.

## Fraud

If any claim is in any respect fraudulent or if any fraudulent means, including inflation or exaggeration of the claim or submission of forged or falsified documents, are used to obtain benefit by the Insured or an Insured Person or anyone acting on their behalf, all benefit under the Policy shall be forfeited.

## Acceptance of benefit

If the Insurer has paid a claim under this Policy and the Insured has accepted payment then the Insurer will not have to make any further payments for the same claim.

## Sanctions

The Insurer shall not be deemed to provide cover nor shall be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United States of America.

## Jurisdiction

This contract will be governed by the laws of the Republic of Ireland unless otherwise agreed.

# 9. Privacy and data protection notice

## Data protection

AmTrust International Underwriters DAC (the Data Controller) is committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data, for more information please visit our website at [www.amtrustinternational.com](http://www.amtrustinternational.com)

## How we use your personal data and who we share it with

We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal terms, research or statistical purposes and to provide you with information, products or services that

you request from us or which we feel may interest you. We will also use your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

## Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.

## Disclosure of your personal data

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

## International transfers of data

We may transfer your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

## Your rights

You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

## Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning our use of your personal data, please contact The Data Protection Officer, AmTrust International - please visit [www.amtrustinternational.com](http://www.amtrustinternational.com) for full address details.



## 10. Complaints procedure

We are dedicated to providing a high quality service. If the Insured Person feels that the Insurer or another party connected with this insurance contract has not offered them a first class service please use the contact details below:

Halligan Insurances  
William Norton House  
575 North Circular Road  
Dublin 1  
Tel: 01-879 7100  
Email: info@halligan.ie

The Insured Person will be contacted within 5 business days of receiving the complaint to inform them of what action is being taken. We will try to resolve the problem within 4 weeks. If it will take longer than 4 weeks We will tell the Insured Person by when they can expect an answer. If We are not able to resolve the complaint satisfactorily within 8 weeks, the Insured Person may take their complaint to the Irish Financial Ombudsman Service for review.

Please note: The Financial Ombudsman Service will not consider a complaint if the Insured Person has not provided Us with the opportunity to resolve it first.

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2, D02 VH29  
LoCall: 1890 88 20 90  
Tel: +353 1 567 7000  
Email: info@fspoi.ie  
Website: www.fspoi.ie

Following this complaints procedure does not affect the Insured Person's right to take legal action.

## 11. Insurance Compensation Fund

AmTrust International Underwriters DAC is a member of the Insurance Compensation Fund. Further information about the fund is available here:

[https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/ insurance-compensation-fund](https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund)

## 12. Contact details

If you have any queries about the plan or your benefits please contact the Insurer's authorised advisor:

Halligan Insurances  
William Norton House  
575 North Circular Road  
Dublin 1  
Tel: 01-879 7100  
Email: info@halligan.ie



**AmTrust International Underwriters**  
An AmTrust Financial Company

**The CWU Personal Accident Scheme** is underwritten by AmTrust International Underwriters Designated Activity Company registered in Ireland (number 169384) at 6-8 College Green, Dublin 2, D02 VP48, authorised and regulated by the Central Bank of Ireland with reference number C33525.

This scheme is arranged by Halligan Insurances, William Norton House, 575 North Circular Road, Dublin 1. Halligan Life & Pensions Limited trading as Halligan Insurances, Good Insurance is regulated by Central Bank of Ireland.



Arranged by Halligan Insurances