Personal Accident Plan

Policy

This **policy** will only be in force if it is initialled by a person authorised by **us**.

This policy is a contract between the **Insured** and AIG Europe S.A. **We** agree to give the insurance cover set out in this policy under the sections (and subsections) of cover that are shown as being included on the **Schedule**. This policy, the **Schedule** and all attached memoranda and endorsements detail the entire cover provided and the terms and conditions applying to it.

If the **insured** pays the premium as agreed **we**, AIG Europe S.A., will provide the insurance set out in this **policy**.

We will only provide cover for those people who are shown as being insured on the **Schedule** or any attached memoranda or endorsements for the **Period of Insurance** as long as the required premium has been paid and we have accepted it.

The **Insured** should read this policy to make sure that they understand the cover provided and the limitations applying. If there are any elements of the cover that require clarification or do not meet the needs of the **Insured**, the **Insured** should in the first instance raise these with their insurance intermediary, where applicable.

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.

Initialled for and on behalf of AIG Europe S.A.

Date: 07/01/2021



AIG Europe S.A.

This insurance is underwritten by AIG Europe S.A.

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.



Scope of insurance

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 **total sum insured**. In the case of a **child we** will pay the **total sum insured** to the **insured**, or if the **insured** is not the parent of the **child we** will pay the **spouse** or **partner** provided they are a parent of the **child** otherwise **we** will pay the **child's** legal guardian.

Definitions

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

Bodily injury

Injury to the **body** caused by a sudden act and not by any gradual cause or degenerative process. It does not include sickness or disease unless this results directly from injury to the **body**, post traumatic stress disorder, psychological or psychiatric illness or condition. **We** will treat death, permanent disability, specified burns, specified **fractures**, **hospitalisation** or **temporary total disability** caused as a direct result of exposure to severe weather conditions as having been caused by bodily injury.

Body

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

Child or children

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

Certificate

Certificate of insurance issued to an **insured**.

Family plan

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

Fracture

A break in the full thickness of a bone.

Full-time gainful employment

Full-time gainful employment means employment which, in the 26 weeks before the **bodily injury**, averages 20 hours or more per week.

Hand

All the fingers and the thumb of a hand.

Hospital

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



Hospitalisation

An over-night stay as an in-patient in a hospital.

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 **certificate** who is a member of the **master policyholder**.

Insured Person

The persons insured under the individual plan or family plan.

Loss

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

Lower limbs

Thighs, legs and feet.

Master policy

The Personal Accident policy issued to the **master policyholder**.

Master policyholder

Communications Workers Union

Osteoporosis

The thinning of the bone out of proportion to age.

Partner

A person aged 16 and over who is living with the **insured** and whose name has been supplied to **us**.

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 "Start and finish of cover" are reached.

Permanent total disablement

The total inability to do work of any kind which will probably last for the rest of an **insured person's** life.

Single parent

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

Spouse

The **insured's** husband or wife who must be aged 16 years and over and whose name has been supplied to **us**.



Temporary total disablement

The temporary total inability of an insured person to carry out all parts of their usual occupation.

Total sum insured

The maximum amount of cover up to which the **insured person** can claim

Upper limbs

Arms, forearms and hands.

War

War shall mean war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We, us, our

AIG Europe S.A.

Exclusions

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

- a) **war**, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power, whether declared or not;
- b) intentional self-inflicted injury, suicide or attempted suicide;
- c) flying as a pilot, air crew or flight personnel; or
- d) any **fracture** where **osteoporosis** had been diagnosed and made known to the **insured person** before they suffered **bodily injury**.
- e) **We** will not pay benefit under this Policy to an **Insured Person** after the expiry of the Period of Insurance during which the Insured Person reaches 85 years of age.
- f) We will not pay benefit under Section A sub-section 1, **Permanent total disablement,** to an **Insured Person** after the expiry of the Period of Insurance during which the Insured Person reaches 67 years of age.

Start and finish of cover

Cover for an **insured person** will start when **we** receive notification from the **master policyholder**. Cover for an **insured person** will end on the earliest of the following dates:

- a) on the date that the **insured** is no longer a member of the **master policyholder**
- b) when the **insured** dies:
- c) when the **insured** tells us in writing to stop insuring a **spouse** or **partner**;
- c) when a **spouse** ceases to be the husband or wife of the **insured**;
- g) when **we** have paid a claim under section A that equals the sum insured under item 1 of that section;
- h) 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; or
- i) 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**.



Cooling-off period

If this cover does not meet the **insured's** requirements, the **insured** may return their **certificate**, this policy and schedule to **us** 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 **master policy**. The **insured** should tell the **master policyholder** not to take any premiums from their pay.

Payment of premiums

The **master 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 **certificate** 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.

Changes of premium and conditions

We can change premium and conditions of the **master policyholder** and **certificate** by giving the **insured** 30 days written notice to their last known address or via the **master policyholder**.

Cancellation

The **insured** can cancel their **certificate** immediately by writing to the **master policyholder** and asking for premiums not to be taken from their pay. In this event the **certificate** is cancelled at the end of the pay period covered by the last deduction.

We can cancel the cover by sending the **insured** 30 days' written notice to their last known address or via the **master policyholder**.

Cover ceases when the **master policy** is cancelled by the **master policyholder** or **us**.

Claim procedure

The **insured** or an **insured person** (the **insured** in respect of **children**) must write to **us** as soon as possible if they want to make a claim under their **certificate**. **We** will ask them to fill in a claim form and **we** may ask them to go for a medical examination to support their claim. **We** will pay for this.

The **insured person** must give us all certificates, information and any other evidence that will support their claim, all at their own expense.

If an **insured person** dies, **we** have the right to ask for a post-mortem examination.

If an **insured person** does not comply with what **we** require them to do under this claim procedure, **we** may not pay their claim.



Choice of Law

Both the **insured** and **us** are entitled to choose the law applicable to this **policy**. We propose Irish Law, and in the absence of any agreement before cover starts Irish Law will apply.

General Provisions

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.

Sanctions Clause

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

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.

Limitations

- a) We will pay the benefit under item 15 of section A (permanent disabilities) by assessing the degree of disability suffered compared to those permanent disabilities specifically mentioned in that section without taking into account an **insured person's** occupation.
- b) When more than one form of disability results from **bodily injury** the benefits are added together. The maximum payment will be the sum insured under item 1 of section A.
- c) Benefits under section A items 8, 9, 10, 11, 12 and 13 are not payable in addition to items 3 or 5 of that section.
- d) The **insured person** can only claim under one of the sections A or B for **bodily injury** resulting from one event.
- e) If death occurs within 13 weeks of **bodily injury we** will pay the benefit under section B and not the benefits under section A provided death was a result of **bodily injury**.
- f) No sum payable under the **certificate** will carry interest.
- g) This insurance is not assignable.
- h) Benefits under sections C and D are payable in addition to those under section A as the result of one event causing **bodily injury**.
- i) Benefits under sections E and F are payable in addition to all other sections as the result of one event causing **bodily injury**.

Condition

- 1) In the event of an **insured person's** disappearance, if after a suitable period of time, it is reasonable to believe that the **insured person** has died as a result of accidental **bodily injury** the death benefit will be paid to their legal representative. In the event of this belief being incorrect the benefit will be repaid to **us**.
- 2) The insurance will not be affected by the failure of the **master policyholder** to send premium or reports to **us**.



Disputes and complaints

We believe you deserve a courteous, fair and prompt service. If there is any occasion when **our** service does not meet your expectations, please contact **us** using the appropriate contact details below providing the policy/claim number and the name of the **Insured/Insured Person** to help the **Company** to deal with your comments quickly.

Claims related complaints

Accident & Health Claims Department, AIG Europe S.A., 30 North Wall, International Financial Services Centre, Dublin 1

Telephone:+353 (0) 1 208 1400

E-Mail: <u>irelandclaims.ie@aig.com</u>

All other complaints

The Customer Complaints Officer, AIG Europe S.A., 30 North Wall, International Financial Services Centre, Dublin 1

Telephone: +353 (0) 1 208 1440

E-Mail: <u>CustomerComplaints.ie@aig.com</u>

We will acknowledge the complaint within 5 business days of receiving it, keep you informed of progress and do its best to resolve matters to your satisfaction within 8 weeks. If **we** are unable to do this you may be entitled to refer the complaint to the Financial Services Ombudsman's Bureau who will review your case. **We** will provide full details of how to do this when **we** provide **our** final response letter addressing the issues raised.

Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, International Financial Services Centre, Dublin1

Telephone (01) 676 1820 Fax (01) 676 1943.

Email : <u>feedback@insuranceireland.eu</u>
Web : www.insuranceireland.eu

The Financial Services and Pensions Ombudsman's Bureau, 3rd Floor Lincoln House, Lincoln Place, Dublin 2.

Telephone (01) 567 7000 E-mail: info@fspo.ie Website: www.fspo.ie

Following this complaint procedure does not affect the right to take legal action.



How we use Personal Information

We are committed to protecting the privacy of customers, claimants and other business contacts.

By providing Personal Information (Personal information as described in this clause is information that identifies and relates to an **Insured Person** or other individuals (e.g. the dependants of an **Insured Person**)), the Insured confirms that it is authorised to provide such Personal Information for use as described below.

The types of personal information the company may collect and why

Depending on the relationship between us and an **Insured Person**, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, and other Personal Information provided by the Insured or Insured Person. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of the Insurer's business operations
- 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 outside the Insured's or Insured Person's country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

To opt-out of any marketing communications **we** may send please contact us by e-mail at: postmaster.ie@aig.com or by writing to:

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

If the **Insured** or **Insured Person** opts-out **we** may still send the **Insured** or **Insured Person** other important communications, e.g. communications relating to administration of the insurance policy or a claim.

Sharing of Personal Information

For the above purposes Personal Information may be shared with the Insurer's group companies, brokers and other distribution parties, insurers and re-insurers, credit reference agencies, healthcare professionals and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. 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 detect and prevent fraud or to validate 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 the Insurer 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 and other countries with different data protection laws than in the Insured's or Insured Person's country of residence.

Security and retention of Personal Information

Appropriate legal and security measures are used to protect Personal Information. **Our** service providers are also selected carefully and required to use appropriate protective measures. Personal Information will be retained for the period necessary to fulfill the purposes described above.

Requests or questions

To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: dataprotectionofficer@aig.com or write to

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

More details about the use of Personal Information by us can be found in **our** full Privacy Policy at www.aig.ie or the Insured or Insured Person may request a copy using the contact details above.

Data Protection

Depending on **our** relationship with you, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition,

driving pattern information obtained from telematic devices in customer vehicles (where customers have consented), and other Personal Information provided by you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of **our** business operations
- 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 outside your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

To opt-out of marketing communications contact **us** by e-mail at: postmaster.ie@aig.com or by writing to: Customer Service Team, AIG Europe S.A, Ireland Branch, 30 North Wall Quay, International Financial Services Centre, Dublin 1. If you opt-out **we** may still send you other



important communications, e.g. communications relating to administration of your insurance policy or claim.

Sharing of Personal Information - For the above purposes Personal Information may be shared with **our** group companies, brokers and other 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 law. Personal information (including details of injuries) may be recorded on claims registers (i.e. Insurance Link, and Claims and Underwriting Exchange (CUE), and shared with other insurers. **We** may search these registers to detect and prevent fraud. Details on how Insurance Link operates can be found at http://info.insurancelink.ie and CUE at http://www.insurancedatabases.co.uk. 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 and other countries with different data protection laws than in your country of residence.

Security and retention of Personal Information – Appropriate legal and security measures are used to protect Personal Information. **Our** service providers are also selected carefully and required to use appropriate protective measures. Personal information will be retained for the period necessary to fulfil the purposes described above.

Requests or questions - To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: postmaster.ie@aig.com or write to Data Protection Officer, AIG Europe S.A., Ireland Branch, 30 North Wall Quay, International Financial Services Centre, Dublin 1. More details about **our** use of Personal Information can be found in **our** full Privacy Policy at www.aig.com/ie or you may request a copy using the contact details above.



Policy schedule

Master policyholder: Communication Workers Union

Master policy number: VGA67706

Master policy renewal date: 01 October 2020 and annually thereafter

Table of Benefits

Sect	ion A - Permanent Disabilities	
1.	Permanent total disablement	€70,000
2.	Loss of sight in both eyes	€70,000
3.	Loss of both hands or both feet	€70,000
4.	Loss of sight in one eye	€70,000
5.	Loss of one hand or one foot	€70,000
6.	Loss of speech	€70,000
7.	Loss of hearing in:	
	a) both ears	€70,000
	b) one ear	€17,500
8.	Loss of fingers on either hand:	right / left
	a) Forefinger – two or more joints	€14,000 / €10,500 *
	b) Forefinger – one joint	€7,000 / €5,250 *
	c) Other than forefinger – each finger	€7,000 / €4,200 *
9.	Loss of a thumb:	
	a) both joints	€17,500 / €14,000 *
	b) one joint	€8,500 / €7,000 *
10.	Loss of shoulder or elbow	€17,500 / €14,000 *
11.	Loss of wrist	€14,000 / €10,500 *
*	To be reversed if left handed	
12.	Loss of toes on either foot:	
	a) big toe - both joints	€7,000
	c) big toe - one joint	€3,500
	d) other than big toe - each toe	€3,500
13.	Loss of hip or knee or ankle	€14,000
14.	Removal by surgical operation of the lower jaw	€21,000
15.	Any permanent disability not listed above on a medical	
	assessment relative to the scale up to a maximum of	€70,000

A **child's** benefits are 50% of the **insured's total sum insured** for each item shown in Section A above.

Section B - Accidental Death

1.	The insured , their spouse or partner	€70,000
2.	Child	€10,000



Section C - Burns

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

Section D - Fractures

1. **Fracture(s)** to the elbow, wrist or one or more bones of the arm (humerus, radius and ulna)

a)	The insured, their spouse or partner	€750
b)	Child	€375

2. **Fracture(s)** to the ankle or one or more bones of the leg (femur, patella, tibia and fibula)

a)	The insured, their spouse or partner	€1,500
b)	Child	€750

Section E - Hospitalisation

1. **Hospitalisation** payable up to 26 weeks

The benefit payable for each over-night stay will be one seventh of the sum insured

a)	The insured , their spouse or partner	€300 per week
b)	Child	€150 per week

Section F – Temporary total disablement

2. **Temporary total disablement** payable for a maximum of 104 weeks from the 27th week of disablement. For back or neck injuries, including whiplash, the benefit is payable from the 53rd week of disablement

a)	The insured who is in full-time gainful employment	€300 per week
b)	Their spouse or partner who is in full-time gainful employment	€300 per week
c)	Child	Nil per week



For **insured person's** aged 67 years and over, the benefits as shown below are applicable.

Table of Benefits

Sect	ion A - Permanent Disabilities	
1.	Permanent total disablement	Not applicable
2.	Loss of sight in both eyes	€35,000
3.	Loss of both hands or both feet	€35,000
4.	Loss of sight in one eye	€35,000
5.	Loss of one hand or one foot	€35,000
6.	Loss of speech	€35,000
7.	Loss of hearing in:	
	a) both ears	€35,000
	b) one ear	€8,750
8.	Loss of fingers on either hand:	right / left
	d) Forefinger – two or more joints	€7,000 / €5,250 *
	e) Forefinger – one joint	€3,500 / €2,625 *
	f) Other than forefinger – each finger	€3,500 / €2,100 *
9.	Loss of a thumb:	
	a) both joints	€8,750 / €7,000 *
	b) one joint	€4,250 / €3,500 *
10.	Loss of shoulder or elbow	€8,750 / €7,000 *
11.	Loss of wrist	€7,000 / €5,250 *
*	To be reversed if left handed	
12.	Loss of toes on either foot:	
	a) big toe - both joints	€3,500
	c) big toe - one joint	€1,750
	d) other than big toe - each toe	€1,750
13.	Loss of hip or knee or ankle	€7,000
14.	Removal by surgical operation of the lower jaw	€10,500
15.	Any permanent disability not listed above on a medical	
	assessment relative to the scale up to a maximum of	€35,000
Sect	ion B - Accidental Death	
1.	The insured, their spouse or partner	€35,000
	,	
Sect 2.	ion C - Burns Full-thickness burns which cover:	
۷.		€3,000
	27% or more of body surface	•
	18% or more, but less than 27% of body surface	€2,500 €2,000
	9% or more, but less than 18% of body surface	€2,000 €1,000
	4.5% or more, but less than 9% of body surface	€1,000



Section D - Fractures

3. **Fracture(s)** to the elbow, wrist or one or more bones of the arm (humerus, radius and ulna)

c) The **insured**, their **spouse** or **partner**

€375

4. **Fracture(s)** to the ankle or one or more bones of the leg (femur, patella, tibia and fibula)

c) The **insured**, their **spouse** or **partner**

€750

Section E - Hospitalisation

3. **Hospitalisation** payable up to 26 weeks
The benefit payable for each over-night stay will be one seventh of the sum insured

c) The **insured**, their **spouse** or **partner**

€150 per week

$Section \ F-Temporary \ total \ disablement$

Not applicable



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, Web: 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, Telephone: (+352) 22 69 11 - 1, Email: caa@caa.lu, Web: http://www.caa.lu/

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: 1890 77 77 77. Fax: +353 1 6716561. E-mail: enquiries@centralbank.ie Web: http://www.centralbank.ie

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

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