Introduction

IPB Insurance Company Limited by Guarantee trading as IPB Insurance (hereinafter referred to as the **Insurer**) and **You**, the **Insured** agree that

(a) **this Policy** comprising of the Introduction, Definitions, Insuring Agreement, Extensions, Exclusions, Limitations, Conditions, **Policy Schedule**, and any operative **Endorsements** (hereafter called the **Policy**) shall be read as one contract and any word or expressions to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear

(b) any written proposal and/or statement of fact and/or declaration and/or broking submission presented by **You** or on **Your** behalf and agreed by **Us** shall be incorporated into and form the basis of the insurance contract

(c) in consideration of the payment of premium, **We** will indemnify **You** in the manner and to the extent described within this Policy whilst carrying on the Business described in the **Policy Schedule** subject to the Definitions, Extensions, Exclusions, Conditions and **Endorsements** as stated or as subsequently endorsed thereon

(d) in accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become or may become due and payable by **Us** under this **Policy** shall be payable and paid in the **Republic of Ireland**

(e) the appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1 (as amended).

Signed for and on behalf of the **Insurer**
Michael Garvey
Chief Executive

IPB Insurance Company Limited by Guarantee trading as IPB Insurance is regulated by the Central Bank of Ireland. Reg. No. 7532 Republic of Ireland.
Policy Definitions

The following Definitions will be shown in bold each time they appear in the Policy except in the Policy Schedule and Endorsements where defined terms begin with a capital letter. Plural forms of the words defined have the same meaning as the singular form.

Accident

Accident shall mean a sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place, which causes Bodily Injury.

Accident Occurrence

Accident Occurrence shall mean each and every loss or series of all individual losses arising out of one and the same catastrophic incident.

The duration and radius of any one Accident Occurrence shall be limited to

(a) 72 consecutive hours and
(b) 160 Km radius (but 160km radius is not applicable in respect of natural catastrophes)

and no individual loss, which occurs outside the distance or period, shall be included in that Accident Occurrence.

Any One Accident Accumulation Limit

Any One Accident Accumulation Limit shall mean the maximum amount We will pay, as stated in the Policy Schedule, in the aggregate under this Policy and any other policy of Personal Accident Insurance in Your name issued by Us covering the same Insured Person(s) in respect of all losses arising out of one and the same Accident Occurrence.

Annual Salary

Annual Salary shall mean the total gross basic annual salary excluding payments for overtime, commission or bonus payable to the Insured Person at the date Bodily Injury is sustained. For weekly paid Insured Persons, annual salary will be calculated by taking the average gross basic weekly salary of the Insured Person for the thirteen weeks prior to sustaining Bodily Injury and multiplying this amount by fifty-two.

Benefit

Benefit shall mean the sum of money that We have agreed to pay You or the Insured Person as a result of Bodily Injury as described in respect of each Item in the applicable Cover Level stated in the Policy Schedule.

Benefit Period

Benefit Period shall mean the maximum number of weeks stated in the Policy Schedule that We will pay under Item 8, Temporary Total Disablement, or Item 9, Temporary Partial Disablement, subject always to the Maximum Benefit Period.

Biological Agent

Biological Agent shall mean any pathogenic micro-organism and/or biologically produced toxin(s) including genetically modified organism and chemically synthesised toxins, which results in Bodily Injury or death.

Bodily Injury

Bodily Injury shall mean identifiable physical injury to an Insured Person's body which is caused directly and solely by an Accident and which is not intentionally self-inflicted and does not result from sickness, disease or post-traumatic stress disorder.

Business

Business shall mean the occupation or activity specified in the Policy Schedule.

Chemical Agent

Chemical Agent shall mean any compound which when suitably disseminated causes Bodily Injury or death.

Cover Level
Cover Level shall mean the section(s) of the Policy Schedule containing the specific cover applicable to each distinct category of Insured Person as described within each Cover Level.

Deferment Period
Deferment Period shall mean the initial period of Temporary Total Disablement during which Item 8 is not payable or Temporary Partial Disablement during which Item 9 is not payable, as stated in the applicable Cover Level.

Disablement
Disablement shall mean a disability which is permanent, total and irrecoverable as described in Items 2,3,4,5 or 6 of the applicable Cover Level.

Disturbed Area
Disturbed Area shall mean any area where War, hostilities or widespread and serious disturbances in the way of rioting, civil strife, Terrorism or any other such form of lawlessness involving violence are in progress or have been reported in the national press to be imminent.

Employee
Employee shall mean any person under a contract of service or apprenticeship with the Insured.

Endorsement
Endorsement shall mean any alteration to the Policy.

Excess
Excess shall mean the first amount of any claim for which the Insurer shall not be liable.

Foot
Foot shall mean all parts of the foot below the ankle.

Gradual Operating Cause
Gradual Operating Cause shall mean a cause that is a result of a series of events which occur or develop over time and that cannot be attributable to a single Accident.

Hand
Hand shall mean all parts of the arm below the wrist.

Insured / Named Insured / You
Insured / Named Insured / You shall mean the entity shown in the Policy Schedule.

Insured Person(s)
Insured Person(s) shall mean the person or category of persons as described in each applicable Cover Level and to which the Benefit under each Cover Level applies. No individual shall be deemed to be insured under more than one Cover Level simultaneously.

Insurer / Our / Us / We
Insurer / Our / Us / We shall mean IPB Insurance.

Loss of
Loss of shall mean

a) permanent, total and irrecoverable use
b) the permanent and total loss by physical severance, resulting in separation.

Loss of Hearing
Loss of Hearing shall mean permanent, total and irrecoverable loss of hearing resulting in the Insured Person being classified as Profoundly Deaf.

Loss of Limb
Loss of Limb shall mean
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

Loss of Sight shall mean 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).

Loss of Speech

Loss of Speech shall mean permanent, total and irrecoverable loss of speech for the Insured Person as diagnosed by a licensed speech / language pathologist.

Maximum Benefit Period

Maximum Benefit Period shall mean, in the event that a claim is payable under both Item 8 and Item 9, the higher of the Benefit Periods stated as applicable to either Item 8 or Item 9 in the Policy Schedule.

Medical Expenses

Medical Expenses shall mean expenses not recoverable from any other source, necessarily and properly incurred by the Insured Person within two years of the date of Bodily Injury and given or prescribed by a Medical Practitioner for medical, hospital, surgical, dental, manipulative, massage, therapeutic, X-ray or nursing treatment, including the costs of medical supplies and ambulance hire.

Expenses incurred within two years of the date of Bodily Injury for treatment which either takes place or is expected to take place after the expiry of the two years from the date of Bodily Injury are not medical expenses for the purpose of this insurance.

Medical Practitioner

Medical Practitioner shall mean any legally qualified medical practitioner other than

a) an Insured Person

b) a member of the immediate family of an Insured Person

c) an Employee

Non-scheduled Aircraft

Non-scheduled Aircraft shall mean any aircraft that is not a Scheduled Aircraft.

Non-scheduled Aircraft Accumulation Limit

Non-scheduled Aircraft Accumulation Limit shall mean the maximum amount, as stated in the Policy Schedule, that We will pay in the aggregate under this Policy and any other policy of Personal Accident Insurance in Your name issued by Us covering the same Insured Person(s) in respect of all losses arising out of one and the same Accident Occurrence in respect of all losses for Bodily Injury arising from any Accident involving Non-scheduled Aircraft for all Insured Persons travelling in the same aircraft.

Nuclear, Chemical or Biological Incident

Nuclear, Chemical or Biological Incident shall mean the use of any nuclear weapon or device or the deliberate emission, discharge, dispersal, release, or escape of any solid liquid or gaseous Chemical Agent and or Biological Agent as a direct result of War and/or acts of Terrorism.

Operative Time

Operative Time shall mean the period of time(s) shown in the applicable Cover Level during which an Insured Person is covered by this Policy.
**Period of Insurance**
**Period of Insurance** shall mean the dates stated in the **Policy Schedule** or any subsequent period for which the **Insurer** agrees to extend the **Policy**.

**Permanent Total Disablement**
**Permanent Total Disablement** shall mean the inability to work in gainful employment, as described under Item 7 of the applicable **Cover Level**, and which in all probability will continue as such for the rest of the **Insured Person’s** life.

**Policy**
**Policy** shall mean this document incorporating the Introduction, Definitions, Insuring Agreement, Exclusions, Conditions and the **Policy Schedule** (and any **Cover Level** therein), and any operative **Endorsements**.

**Policy Schedule**
**Policy Schedule** shall mean the separate document containing the specific details of the cover applicable to **You** under the **Policy**.

**Profoundly Deaf**
**Profoundly Deaf** shall mean the inability to hear sounds when tested by a qualified audiologist quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz.

**Scheduled Aircraft**
**Scheduled Aircraft** shall mean

(a) any commercial aircraft operating a scheduled service from an international airport.

(b) any helicopter operating a scheduled service from an international airport.

**Scheduled Aircraft Accumulation Limit**
**Scheduled Aircraft Accumulation Limit** shall mean the maximum amount, as stated in the **Policy Schedule**, that **We** will pay in the aggregate under this **Policy** and any other policy of Personal Accident Insurance in **Your** name issued by **Us** covering the same **Insured Person(s)** in respect of all losses arising out of one and the same **Accident Occurrence** in respect of all losses for **Bodily Injury** arising from any **Accident** involving **Scheduled Aircraft** for all **Insured Persons** travelling in the same aircraft.

**Temporary Total Disablement**
**Temporary Total Disablement** shall mean the complete and temporary inability of the **Insured Person** to carry out any aspect of work in gainful employment as described under Item 8 of the applicable **Cover Level**.

**Temporary Partial Disablement**
**Temporary Partial Disablement** shall mean the partial and temporary inability of the **Insured Person** to work in gainful employment as described under Item 9 of the applicable **Cover Level**.

**Terrorism**
**Terrorism** shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or Government(s), committed for political, religious, ideological or similar purposes including the intention to influence any Government and/or to put the public, or any section of the public, in fear.

**War**
**War** shall mean invasion, acts of foreign enemies, hostilities, or war like operations (whether declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
Insuring Agreement – What is covered

If an Insured Person suffers Bodily Injury during the Period of Insurance and during the Operative Time which, within 24 months and solely and independently of any other cause, results in death, Disablement, Permanent Total Disablement, Temporary Total Disablement, Temporary Partial Disablement or the incurring of Medical Expenses, We will pay the Benefit specified in the applicable Cover Level to each Insured Person.

Policy Extensions

The following Extensions apply to the cover and are subject otherwise to the Terms, Definitions, Exclusions and Conditions of the Policy unless stated as otherwise within the Extension.

1. Disappearance
If an Insured Person disappears and it is reasonable to believe that they have died as a result of Bodily Injury, We will pay the amount for Item 1 - Death as specified in the applicable Cover Level, provided the Insured Person’s legal representative or executor signs an agreement that if it later transpires that an Insured Person has not died, any amount paid will be refunded to Us.

2. Exposure
If an Insured Person dies or suffers Disablement as a result of being exposed to the elements, We will consider the death or Disablement to have been caused by Bodily Injury.

3. Funeral Expenses
The Insurer will pay reasonable funeral expenses incurred as a result of death following Bodily Injury of an Insured Person up to a maximum of €3,500.

4. Personal Effects
In the event of loss or damage to clothing or other personal effects belonging to an Insured Person arising as a direct result of an Accident We will indemnify each Insured Person up to a maximum of €300.
Policy Exclusions

The Insurer shall not be liable to make any payment for Bodily Injury arising from:

1. Driving
driving or being in charge of a vehicle where the Insured Person’s blood/urine alcohol level is above the legal limit stated in the laws of the country where the Accident occurs.

2. Drugs
drugs other than taking drugs in accordance with the manufacturer’s instructions or as prescribed by a registered Medical Practitioner.

3. Excess
or in respect of any Excess applicable to Medical Expenses as described or specified in the Policy Schedule or the applicable Cover Level.

4. Flying
flying other than as a fare paying passenger on a commercial flight.

5. Motorcycles
motor cycling other than in respect of mopeds or scooters up to 50cc.

6. Nuclear Radioactive Contamination
or in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination.

7. Professional
professional or semi-professional sports activity, including practising or training for sport as a professional or semi-professional.

8. Radioactive Contamination
or directly or indirectly related to

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

(b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

9. Rallies, trials or speed tests
Engaging in or practising for rallies trials or speed tests.

10. Sickness
sickness or disease of any description, including any naturally occurring condition, degenerative process or Gradual Operating Cause.

11. Suicide or reckless acts
suicide, attempted suicide, self-inflicted injuries or deliberate or reckless exposure to danger.

12. Unlawful Acts
unlawful acts and any direct participation in same.

13. War
War unless Bodily Injury occurs on a journey outside the Insured Person’s normal country of residence other than to a country which was a Disturbed Area at the commencement of the journey and subject always to exclusion 14 below.

14. War - Nuclear, Chemical or Biological
acts of War or Terrorism occasioned by a Nuclear, Chemical or Biological Incident.
Policy Limitations

The following limitations shall apply to any claim for Bodily Injury under this Policy.

1. Any One Accident Accumulation Limit
In the event of a claim exceeding the Any One Accident Accumulation Limit the Insurer’s liability in respect of each Insured Person claimed for shall be proportionally reduced until the total does not exceed that limit as specified in the Policy Schedule.

2. Aircraft Occurrence Limit
In the event of a claim exceeding the Scheduled Aircraft Accumulation Limit or Non-scheduled Aircraft Accumulation Limit the Insurer’s liability in respect of each Insured Person claimed for shall be proportionally reduced until the total does not exceed that limit(s) as specified in the Policy Schedule.

3. Capital Payments
On the happening of an Accident giving rise to a claim under any of Items 1-7, this insurance will not cover any further Accidents to that Insured Person in the same Period of Insurance.

4. Death
If the Benefit under Item 1 - Death a is not included or is included but is less than the Benefit under Items 2 to 7, the Insurer will not pay more than the Benefit under Item 1 – Death until at least thirteen weeks after the date of the Accident and the Insurer will only then pay the balance if the Insured Person has not died.

5. Deduction from Benefits
If more than one Benefit becomes payable under Items 1 to 9 in respect of the same Accident to an Insured Person, the maximum amount recoverable in the aggregate for all Items 1 to 9 in respect of such Accident shall not exceed the Benefit described under Item 7.

6. Minors
The maximum amount payable in respect of Item 1 - Death is €10,000 if the Insured Person is under 18 years of age at the date of the Accident.

7. More Than One Cover Level
If the Insured Person is insured under more than one Cover Level, the Benefit payable shall only be payable in respect of the single Cover Level where the highest Benefit is available.

8. Permanent Total Disablement
We will not pay the Benefit under Item 7 - Permanent Total Disablement if the Insured Person is under 16 or over 65 years of age at the date of the Bodily Injury.

9. Temporary Total Disablement
The Benefit under Item 8 Temporary Total Disablement and Item 9 Temporary Partial Disablement is only payable if the Insured Person is over 16 years of age and is in full time gainful employment at the time of Bodily Injury. The maximum amount payable shall be the amount shown in the applicable Cover Level, or the average net weekly income of the Insured Person in the 26 weeks preceding Bodily Injury based on their Annual Salary, whichever is the lesser amount. If the Insured Person is in receipt of social welfare payments or income from any other sources following Bodily Injury resulting in Temporary Total Disablement, We will reduce our payments by these amounts to ensure the maximum amount payable does not exceed the Insured Persons net average weekly income in the 26 weeks preceding Bodily Injury.

The payment of the Benefit of Item 8 - Temporary Total Disablement and Item 9 - Temporary Partial Disablement shall only commence at the end of the Deferment Period and is only payable up to the Benefit Period but always subject to the Maximum Benefit Period.

Furthermore, the payment of the Benefit of Item 8 - Temporary Total Disablement and
Item 9 **Temporary Partial Disablement** will not apply concurrently in respect of the same claim for **Bodily Injury**.

**Policy Conditions**

The following Conditions apply to the whole **Policy**.

1. **Acceptance of Benefit.**
   If the **Insurer** has paid a claim under this **Policy** and the **Insured** or the **Insured Person** has accepted full and final payment then **We** will not have to make any further payments in respect of the same claim.

2. **Alterations in Risk**
   If at any time anything shall occur or be done materially affecting or varying an aspect of the **Insured**’s known **Business** the **Insured** shall give immediate notice in writing to the **Insurer**.

3. **Arbitration**
   Any dispute or difference arising out of this **Policy** shall be referred within 12 months of such difference or dispute arising to Arbitration. If the parties cannot agree on the choice of Arbitrator, the Chairman of the Bar Council of Ireland will be asked to make such appointment. The decision of such Arbitrator shall be final and binding on the parties. If the difference or dispute so arising is not referred to Arbitration within 12 months of it arising, any claim made of the **Insurer** under this **Policy** shall be deemed to be abandoned by the **Insured** and shall not be recoverable thereafter.

4. **Assignment**
   This **Policy** may not be assigned or transferred unless agreed by **Us** in writing.

5. **Cancellation**
   The **Insurer** may at its absolute discretion cancel this **Policy** by sending 30 days written notice by registered post to the **Insured** at the **Insured**’s last known address. In such event the **Insured** will be entitled to a refund of a proportionate part of the premium subject always to any minimum premium.
The Insured may cancel this Policy by advising the Insurer in writing and a refund of premium may be given at the Insurer’s discretion but subject always to

(a) no claim having arisen or no incidents which are likely to have given rise to a claim during the Period of Insurance
(b) the Policy not being cancelled in the first year of Insurance
(c) any minimum premium requirement

The Insured Person has no rights of cancellation under this Policy.

6. Claims Procedure
   Notification and Documentation
   The Insured or Insured Person shall give immediate written notice to the Insurer after Bodily Injury is sustained that a claim is to be made. We may reject a claim if it is made so long after Bodily Injury is sustained that it makes it difficult or impossible for Us to investigate a claim fully.

   We may ask the Insured Person to have one or more medical examinations. If the Insured Person fails to attend without good reason, We may reject the claim.

   We may ask the claimant to give Us certificates and information to support the claim. We will not pay any costs involved in doing this. If information supplied is insufficient, We shall identify what further information is required. We may reject the claim if We do not receive the information We require.

   If We pay a claim under Item 10 - Medical Expenses which is recoverable from another source, such as a private health insurer, the Insured Person must give Us every assistance and information We require to recover this amount.

7. Fraudulent Claims
   If the Insured or Insured Person makes any claim knowing same to be false or fraudulent in any way as regards amount or otherwise their right to payment of any Benefit under this Policy will be immediately forfeited.

8. Governing Law
   Any interpretation of this Policy or issue relating to its construction, validity or operation is governed by the laws of the Republic of Ireland. The parties agree to submit to the exclusive jurisdiction of the Courts of the Republic of Ireland.

9. Interest
   We will not pay interest on any amount paid under this Policy.

10. Non-Disclosure
    This insurance will be voidable if there has been any misrepresentation, mis-description or non-disclosure of a material fact.

11. Observance of Terms
    The due observance and fulfilment of the Terms Conditions and Endorsements of the Policy insofar as they relate to anything to be done or complied with by the Insured or Insured Person shall be conditions precedent to payment of any Benefit under this Policy.

12. Reasonable Care
    The Insured and Insured Person shall take reasonable care to avoid Bodily Injury.
Data Protection Policy

IPB Insurance is committed to protecting your personal information. IPB is a data controller and is required to comply with the Data Protection Acts 1988 – 2018 and the General Data Protection Regulation. The information that you provide ('data') will be used for the administration of your policy and/or any claims made on the policy. Data is at all times treated as confidential and the appropriate measures are taken to ensure it is secure. A copy of our Data Protection Notice can be found on our website www.ipb.ie. The notice explains why we collect and use your data, who we share your data with, your data protection rights, how long we retain your data for, where your data is located and what to do if you have any data protection complaints. If you would like to receive a written copy of the Data Protection Notice you can email dpo@ipb.ie or write to Data Protection Officer, IPB Insurance, 1 Grand Canal Square, Grand Canal Harbour, Dublin 2.

Complaints Procedure

It is important to us that you receive the highest level of service at all times and we hope you never have to complain. However, if for any reason you need to contact us on a service matter, we do wish to hear from you. It is our policy to deal with all complaints fairly and efficiently, therefore, if you have a complaint, please contact the

Complaints Officer,
IPB Insurance,
1 Grand Canal Square,
Grand Canal Harbour,
Dublin D02 P820.
Tel: +353 1 639 5500; or email complaints@ipb.ie.

We will acknowledge all written complaints in writing within 5 business days of receipt and will advise you who is dealing with the complaint until it is resolved or cannot be processed any further. Details of all verbal complaints are recorded in writing. Upon receipt of a verbal complaint, we will offer you an opportunity to have your complaint treated as a written complaint. Our aim is to resolve any complaint as quickly as possible. You will receive a regular written update on the progress of the investigation at intervals of not greater than 20 business days. If your complaint is not resolved within 40 business days, we will inform you of the anticipated time frame in which we hope to resolve the complaint and advise you of your right to refer the matter to the

Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin D02 VH29.
Telephone: 01-567700
www.fspoi.ie.