



Personal Accident Policy Document

Policy Form: PA (General) 2018.03

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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 D02VH29.
Telephone: 01-567700
www.fspo.ie.