

GROUP PERSONAL ACCIDENT POLICY
Irish Cycling Federation Ltd t/a Cycling Ireland

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INTRODUCTION

In consideration of the Insured having paid or agreed to pay the Premium

Allianz p.l.c. (hereinafter called the 'Company') will indemnify the Insured and any Insured Person in the manner and to the extent described within this Policy on the terms set out and subject to its Definitions Extensions Exclusions Conditions and any Endorsements

The Submission in respect of this insurance made to the Company by or on behalf of the Insured whether in writing or otherwise shall be the basis of this contract

This Policy comprising the Introduction Schedule Definitions Insuring Clause Extensions Exclusions Conditions and any Endorsements shall be read as one contract and any word or expression to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear

Signed for and on behalf of the Company

Authorised Signatory

SCHEDULE

Forming part of Group Personal Accident Policy Number **CO GPA 8447577**

Insured:	Irish Cycling Federation Ltd t/a Cycling Ireland TheClock House National Sports Campus Dublin 15.
Intermediary:	DN 12524 Arachas (Dublin) Commercial The Courtyard, Carmanhall Road Sandyford Industrial Estate Dublin 18 DX211006
Business:	Cycling Association
Period of Insurance:	1st January 2021 to 31 st December 2021
Renewal Date:	1st January

Insured Persons:

All members of Cycling Ireland excluding those members who are solely commuter members as categorised by Cycling Ireland.

Effective time:

Whilst an Insured Person is;

- (a) taking part in training, competing or officiating in an approved Cycling Ireland activity, or
- (b) at any ground or premises where Cycling Ireland has arranged an event or training session for the purpose of taking part in an activity related to Cycling Ireland.

Pre-requirements for cover to apply

All Insured Persons must be Permanently Resident in Ireland or Northern Ireland.

To be covered under this Policy, all Insured Persons under this Policy must have their main residence in Ireland or Northern Ireland and be in Ireland or Northern Ireland when this Policy is taken out.

SCHEDULE OF BENEFITS

Injury	Benefit Amount
Bodily Injury resulting in:	
1. Death	€ 15,000
2. Permanent Total Disablement	€ 15,000
3. Permanent Disabling Injuries	€ 15,000
4. Temporary Total Disablement	€ 150 per week
Deferment Period:	1 week
Benefit Period:	13 weeks
5. A) Accident Medical Expenses within Ireland	€ 2,500
B) Physiotherapy Expenses	€ 500
C) Dental Expenses	€ 2,000
6. Excess	€ 250
Maximum Limit per Insured Person for Benefits 1, 2 and 3	€ 15,000
 Aggregate Limits	
Per Event overall	€ 2,500,000
Per Event for Insured Persons whilst travelling in any multi-engine aircraft	€ 2,500,000
Per Event for Insured Persons whilst travelling in any aerial device other than a multi-engine aircraft	€ 250,000

DEFINITIONS

Accident & Accidental

means a sudden identifiable violent external event which happens by chance and which could not be expected, or unavoidable exposure to severe weather.

Accident Medical Expenses

means means all reasonable costs necessarily incurred within 12 months of the Accident for Hospital, nursing home, ambulance, surgical or other diagnostic or remedial treatment given or prescribed by a Qualified Medical Practitioner.

Aggregate Limit

means the maximum amount shown in the Schedule of Benefits that the Company will pay per Event. Where more than one Schedule, Schedule of Benefits or Policy showing benefits has been issued by the Company in the name of the Policyholder, one Aggregate Limit, the greatest, shall apply over all.

Benefit Period

means the maximum (but not necessarily consecutive) period for which benefits are payable in respect of any Insured Person for any one Accident. The benefit period commences at the end of the Deferment Period, if any.

Bodily Injury

means injury which is caused solely by Accidental means and which independently of Illness or any other cause results in Death, Permanent Total Disablement, Loss of Limb, Loss of Sight, Loss of Hearing, Loss of Speech, Temporary Total Disablement or the incurring of Accident Medical Expenses within 12 months from the date of the Accident.

Death

means death caused by Bodily Injury.

Dental Expenses

means expenses for dental treatment to whole sound teeth only provided that such expenses are incurred within 72 hours of the Accident.

Deferment Period

means a period at the beginning of a period of Temporary Total Disablement.

Effective Time

means the time, during a Period of Insurance, when an Insured Person is covered – as detailed in the Schedule.

Event

means all instances of Bodily Injury, expense, loss, damage or liability arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 168 consecutive hours. No instance of Bodily Injury, expense, loss, damage or liability occurring outside such period shall be included in that event.

Excess

means the amount of any claim which any Insured Person must pay.

Hazardous Activities

means the following activities:

- a. air sports or winter sports;
- b. underwater swimming or diving using any type of equipment to aid breathing;
- c. climbing or mountaineering where the use of ropes or guides would reasonably be expected;
- d. pot holing;
- e. hunting on horseback;
- f. professional sports.

Hospital

means any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the Insured Person is under the constant supervision of a Qualified Medical Practitioner.

Illness

means any illness, disease, medical complaint or medical condition which is not Accidental Bodily Injury and which is contracted by an Insured Person.

Insured

The person, firm, company or organisation named in the Schedule.

Insured Person

means any person or category of persons described in the Schedule.

Loss of Hearing

means total and irrecoverable deafness confirmed by audiometer and sound threshold tests.

Loss of Limb

means in respect of:

- a. an arm – amputation or complete and permanent loss of use - at or above the wrist;
- b. a leg – amputation or complete and permanent loss of use - at or above the ankle (talo-tibial joint).

Loss of Sight

means in respect of:

- a. in both eyes when the Insured Person's name has been added to the NCBI register of Blind Persons on the authority of a qualified ophthalmic specialist; or
- b. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and the Company is satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech

means permanent and total loss of speech.

Maximum Limit

means the maximum amount shown in the Schedule payable for any Insured Person for all Bodily Injury arising from any one Accident.

Mechanically Propelled Vehicle means a vehicle which can be powered by mechanical or electrical power alone.

Period of Insurance

means the period between and inclusive of the dates shown in the Policy Schedule commencing at 00.00 hours on the earliest date shown and expiring at midnight on the latest date shown. Both dates refer to local standard time at the address of the Insured as shown in the Policy Schedule.

Permanent Disabling Injury

means an injury which has lasted for at least 12 months and from which the Company believes the Insured Person will never recover.

Permanently Resident

means resident in the first instance for at least three months and thereafter for forty weeks each year.

Permanent Total Disablement means disablement which:

- a. has lasted for at least 12 months; and
- b. which in the Company's opinion is beyond hope of recovery; and
- c. will in all probability continue for the remainder of the Insured Person's life; and
- d. will prevent the Insured Person from engaging in or giving attention to the Insured Person's usual occupation for the remainder of the Insured Person's life.

Physiotherapy Expenses means physiotherapy expenses paid to a qualified physiotherapist as a direct result of the Insured Person sustaining Bodily Injury, which gives rise to a valid claim under this Policy

Premium

means the amount specified or referred to in the Policy Schedule in respect of the specified Period of Insurance which is payable by the Insured to the Company.

Qualified Medical Practitioner means a doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

- a. an Insured Person; or
- b. a relative of such Insured Person unless approved by the Company.

Submission means the proposal and declaration or statement of fact for the insurance herein provided for together with all attachments thereto and any other information supplied by the Insured or the Insured's intermediary in connection with or for the purpose of this insurance all of which shall be incorporated in and form part of this Policy

Temporary Total Disablement means disablement which prevents the Insured Person from engaging in or giving attention to their Usual Occupation for a temporary period.

Usual Occupation

The tasks, duties and other functions which the Insured Person normally performs in connection with their occupation.

Weekly Wage

means the average of the gross weekly amount (or in the case of salaried employees 1/52nd of the Annual Salary) payable to the Insured Person as a wage or salary for services provided as set out in the Insured Person's contract of employment (excluding bonus payments), in the thirteen weeks immediately preceding the date of commencement of the period of Temporary Total Disablement.

Working Day

means each complete day of Temporary Total Disablement during which, had it not been for the disablement, the Insured Person would normally have been working or engaging fully in their Usual Occupation.

INSURING CLAUSE

The Company will pay the Insured Person the amounts shown in the Schedule of Benefits if an Accident occurs during the Period of Insurance and Effective Time that causes Bodily Injury to an Insured Person which results in:

1. **Death**
2. **Permanent Total Disablement**
3. **Permanent Disabling Injuries**
4. **Temporary Total Disablement**
5. **Accident Medical, Dental and Physiotherapy Expenses**

Specific provisions applicable to Category (2) Permanent Total Disablement:

If the Insured Person was already disabled before the Accident or already had a condition which was gradually getting worse, the Company will assess medical evidence of the difference between the Insured Person's Permanent Total Disablement before and after the Accident, and may reduce the Company payment proportionately

Specific provisions applicable to Category (3) Permanent Disabling Injuries:

The Company will pay a percentage of the amount shown in the Schedule of Benefits. The percentage payable will be relative to the degree of disablement as shown in the following Scale of Injuries which prescribes the maximum percentage payable for a range of Permanent Disabling Injuries.

Scale of Injuries

- | | |
|--------------------------------------|------|
| a. Loss of one or more limbs | 100% |
| b. Loss of sight in one or both eyes | 100% |
| c. Loss of speech | 100% |
| d. Loss of hearing in both ears | 100% |
| e. Loss of hearing in one ear | 25% |

If a benefit is payable for Loss of Limb or Loss of use of a Limb then benefit for loss of or loss of use of parts of that limb cannot also be claimed.

If the Insured Person suffers a Permanent Disabling Injury that is not listed above, the Company will assess medical evidence to calculate the degree of disablement relative to this scale. No account shall be taken of the Insured Person's occupation when determining disablement. For example if Bodily Injury results in 50% of the Loss of Sight in one of the Insured Person's eyes, the Company will pay 50% of the Benefit Amount for item b. in this Scale.

Benefit Limits

1. The Company will not pay more than the Maximum Limit for benefits 1 to 3 or any other sum insured as shown in the Schedule for any Insured Person.
2. The Company will not pay more than one of the Benefits 1 to 3 shown in the Schedule in respect of any one Insured Person for Bodily Injury arising from the same loss.
3. Any contributory degenerative condition or disablement (as determined by a Qualified Medical Practitioner) known by the Insured Person to be in existence at the time of sustaining Bodily Injury will be taken into account by the Company in assessing the level of benefit payable.
4. The Maximum Limit for a weekly benefit payable for Temporary Total Disablement will not exceed 100% of the Insured Person's normal Weekly Wage. The Company will not pay any claim for Temporary Total Disablement if the Insured Person was not in gainful employment.
5. The Maximum Limit payable in respect of Death of an Insured Person under 16 years of age or under 18 years of age and in full time education shall not exceed €15,000 or any other sum insured as shown in the Schedule whichever is the lower.

6. Payment by the Company to the Insured Person of any weekly benefit does not prejudice the Insured Person's entitlement to any other benefit but payment of weekly benefits will cease if the Company pays any of benefits 1 to 3 as shown in the Schedule of Benefits and the Company will not be liable to pay any further benefits in respect of the same Insured Person for the same loss.
7. If the aggregate amount of all benefits payable under this Policy exceeds the applicable Aggregate Limit, the benefit amount payable for each Insured Person shall be proportionately reduced until the total of all benefits does not exceed such Aggregate Limit. Where one or more Policies have been issued by the Company in the name of the Insured, only the greatest Aggregate Limit shall apply over all.

Accident Medical Expenses

If an Insured Person incurs Accident Medical Expenses, the Insured Person must follow the claims procedures specified by his or her Private Medical Insurance provider if applicable. No Excess will apply in respect of Accident Medical Expenses where a primary claim has been submitted under another insurance policy. In respect of all other Accident Medical Expenses we will not pay the first €250 of each and every claim.

Dental Expenses

If during a Period of Insurance, an Insured Person necessarily incurs dental expenses as a direct result of the Insured Person sustaining Bodily Injury resulting in a valid claim under Accident Medical Expenses, the Company will indemnify the Insured in respect of such expense up to €2,000 per Insured Person in any one Period of Insurance. An Excess of €250 will apply to each and every claim.

Physiotherapy Expenses

If during a Period of Insurance, an Insured Person necessarily incurs Physiotherapy Expenses as a direct result of the Insured Person sustaining Bodily Injury, which gives rise to a valid claim under this Policy, the Company will indemnify the Insured in respect of such expense up to €500 per Insured Person in any one Period of Insurance. An Excess of €250 will apply to each and every claim.

Exclusions

The Company will not pay any claim for:

- a) post-traumatic stress disorder or related syndromes or any psychological or psychiatric condition;
- b) repetitive stress (strain) Injury or syndrome or any gradually operating cause;
- c) any illness or disease not directly resulting from Bodily Injury;
- d) any claim in excess of the Maximum Limit per Insured Person as shown in the Schedule;
- e) Permanent Total Disablement or Temporary Total Disablement for an Insured Person who is aged 65 or over, who is not in remunerative employment or who is retired from gainful employment and receiving a pension of any kind;
- f) any indirect consequences of the event which gave rise to Bodily Injury, loss or expense unless specifically stated in the Policy.

In addition the Company will not pay any claim which is caused by or results from :

- 1. the Insured Person committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind;
- 2. the misuse of alcohol or solvents, or as a result of drugs ingested (except for drugs which are properly prescribed), or whilst driving with an alcohol level in the blood which exceeds the legal limit of the Country being visited.
- 3. the Insured Person travelling to any country which is or whose armed forces are engaged in War within its own borders;
- 4. the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service;
- 5. the Insured Person engaging in:
 - a. in any form of air travel, unless travelling as a fare-paying passenger in an aircraft which is provided and operated by an airline or air charter company which must be licensed for this;
 - b. Hazardous Activities;
- 6. the Insured Person riding on or driving a motor cycle, scooter, motor scooter or Mechanically Propelled Vehicle;
- 7. travelling to a country where there has been a notified pandemic or epidemic outbreak, prior to the purchase of the trip
- 8. suicide, attempted suicide or deliberate self-inflicted injury by the Insured Person regardless of the state of their mental health;
- 9. any business or activity to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations;

10. any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(a) war, invasion, acts-of-foreign-enemies, hostilities or warlike-operations (whether war be declared or not) civil-war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

(b) any Act of Terrorism

For the purpose of this Exclusion Act of Terrorism means any 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.

This Policy also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing or suppressing or in any way relating to anything contained in (a) and/or (b) above.

If the Company allege that by reason of this Exclusion, any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event that any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

11. (a) loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

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

(ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof

(iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

(iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

The exclusion in sub-clause (iv) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are being prepared stored or used in the normal course of operations by the Insured for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended.

CONDITIONS

1. Due Observance

The observance and fulfilment of the terms and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured or any Insured Person shall be conditions precedent to any liability of the Company to make any payment under this Policy.

2. Non-Disclosure

This insurance will be voidable if there has been misrepresentation, misdescription or non-disclosure of any material fact.

3. Alterations in Risk

If at any time anything shall occur or be done materially affecting or varying any aspects of the subject matter of this insurance the Insured or the Insured Person shall give immediate notice in writing to the Company.

4. Reasonable Precautions

The Insured and each Insured Person shall take all reasonable precautions to avoid Accidental Bodily Injury and to minimise any period of Temporary Total Disablement resulting from Accidental Bodily Injury.

5. Claims Condition (Action by the Insured/Insured Person)

On the happening of an occurrence likely to give rise to a claim under this Policy written notice shall be given to the Company as soon as possible and in any event within thirty (30) days after the date of the occurrence. The Insured/Insured Person shall at their own expense furnish to the Company such certificates information and evidence as the Company may from time to time reasonably require in the form prescribed by the Company.

6. Claims Condition (Rights of the Company)

The Company shall be allowed at its own expense upon reasonable notice to the Insured to request a medical examination of an Insured Person or in the case of a fatality to request a post mortem examination

7. Claims

If you need to make a claim, please telephone us on +353 1 6133990 or contact us at Allianz plc, Elmpark, Merrion Road, Dublin 4. When you call, please provide your policy number, details of what happened, and the time and date of the incident.

CONDITIONS **Continued**

8. Premium Adjustment

If the premium for this Policy has been calculated on the basis of an estimate supplied by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall allow the Company to inspect or have inspected on its behalf such record. The Insured shall within 90 days from the expiry of the Period of Insurance furnish the Company with such particulars. The premium shall thereupon be adjusted and any difference paid by or allowed to the Insured.

9. Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by or on behalf of the Insured or any Insured Person or if any Accidental Bodily Injury is caused by the wilful act of or with the connivance of the Insured or any Insured Person then all Benefits under this Policy shall be forfeited

10. Arbitration

All differences arising out of this Policy will be referred to the decision of an arbitrator to be appointed by the parties or failing agreement by the President for the time being of the Law Society of Ireland. Where any difference is referred to arbitration the making of an award will be a condition precedent to any right of action against the **Company**. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability will be deemed to have been abandoned.

11. Cancellation

- (a) The Company may cancel this Policy at any time by giving 21 days notice by registered letter to the last known address of the Insured and this cancellation will be effective from midnight on the twenty first day immediately following the date of the registered letter. In such case the Insured shall be entitled to the return of a proportionate part of the Premium in respect of the unexpired Period of Insurance subject to the retention by the Company of the Minimum Premium stated in the Schedule or as advised to the Insured or if the Premium has been based on estimates supplied by the Insured the Premium shall be adjusted in accordance with Policy Condition 8
- (b) Without prejudice to the generality of Policy Condition 11 (a) if the Company has agreed to accept payment of Premium for this Policy by instalments then in the event of non-payment of any instalment on or before the due date the Company may cancel this Policy by giving 21 days notice by registered letter to the last known address of the Insured and this cancellation will be effective from midnight on the 21st day immediately following the date of the registered letter. In such case the Company shall be entitled to payment of the Premium proportionate to the Period of Insurance.

Insurance Act 1936

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 the Company under this Policy shall be payable and paid in the Republic of Ireland.