

Personal Accident Policy

Important Information

Please read and keep safe

Personal Accident Policy

Introduction

Your Policy

Here is your new Personal Accident Insurance Policy containing full details of the insurance being provided. The Schedule contains particulars personal to your insurance protection under the Policy including the levels of cover operative and should be read in conjunction with the rest of the Policy.

May we please ask you to examine this Policy and Schedule carefully to ensure it meets with your particular needs.

The Third EU Non-life Directive requires us to provide you with the following information:

The Law Applicable to the Contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, Aviva Insurance Ireland DAC, and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer with which your contract will be concluded is Aviva Insurance Ireland DAC.

Complaints procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your policy cover through an intermediary or broker, then you should initially direct your complaint to them. If the complaint is not resolved to your satisfaction, you can contact Aviva Insurance Ireland DAC at 1850 666 555.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5 or you can contact:

- **Insurance Ireland** at Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.
Phone: 01 676 1914
Fax: 01 676 1943
E-mail: iis@insuranceireland.eu
Website: www.insuranceireland.eu
- **Financial Services and Pensions Ombudsman**, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.
Phone: 01 567 7000
E-mail: info@fspoi.ie
Website: www.fspoi.ie

You will not lose your right to take legal action if you contact either of the above.

Insurance Act 1936

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in Ireland.

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Cooling Off Period

If the Insured cancels their Policy within 14 working days from the start date of the policy (the "Cooling Off Period"), the Company will refund their premium for the period of insurance remaining.

If the Insured cancels the Policy after the Cooling Off Period, please refer to Condition 4 Cancellation of this Policy for terms and conditions.



Aviva Insurance Ireland DAC

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland

A private company limited by shares

Registered in Ireland No. 605769

Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5

Personal Accident Insurance Policy Wording

In consideration of the Insured named in the Schedule paying to Aviva Insurance Ireland DAC (the Company) the First Premium mentioned in the Schedule the Company agrees to insure in the manner and to the extent provided herein during the Period of Insurance set out in the Schedule of Insurance or any subsequent period for which the Insured shall pay and the Company shall accept the premium required.

Cover

If during any Period of Insurance an Insured Person sustains Bodily Injury whilst an Insured Person is **participating in any Cycling/cycling related activity, approved by Cycling Ireland** and such Bodily Injury independently of any other cause results in their death, disablement or incurs Medical Expenses the Company will pay the Insured Person and benefit specified under Benefits.

Conditions

1. Any word or expression to which specific meaning has been attached shall bear such meaning wherever it may appear.
2. On the happening of any occurrence likely to give rise to a claim under the Policy written notice shall be given to the Company as soon as possible and in any event within thirty days after the date of the occurrence. The 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. The Company shall be allowed at its own expense, upon reasonable notice to the Insured, to have a medical examination of the Insured Person if appropriate.
3. The Insured and/or Insured Person may lose all benefit under this Policy if any claim is fraudulent in any way or if the Insured and/or Insured Person or anyone acting on their behalf has used any type of fraud relating to this insurance Policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

The Insured and/or Insured Person may lose some or all benefit under this Policy if they have not answered all questions, which the Company have asked, honestly and with reasonable care (including any answers or information the Insured has provided to the Company that may have affected the Company's decision to provide cover or in calculating the Policy premium) or if the Insured has used any false or stolen documents in applying for the cover provided under this Policy. In the event of any fraud relating to this insurance Policy the Company may cancel the Policy and retain the premium paid.

4. a. The Company may cancel this Policy by sending 20 days' notice by registered post to the Insured at the Insured's last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium (refer also mid-term cancellation below) corresponding to the unexpired Period of Insurance
b. The Insured may cancel this Policy after the "Cooling Off Period" by giving the Company written notice and provided that there has been no:
 - (i) claim(s) made under the policy for which the Company has made a payment
 - (ii) claim(s) made under the policy which is still under consideration
 - (iii) incident(s) which the Insured is aware of and is likely to give rise to a claim which has already been or is yet to be reported to the Company during the current Period of Insurance, the Company will refund to the Insured a proportionate part of the premium paid for the unexpired period. For information on how to cancel within the "Cooling Off Period" please read page 3.
5. If any part of the premium is calculated on estimates given by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall at any reasonable time allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance supply such information as the Company requires or if requested by the Company figures certified by the Insured's auditors so that the premium for that period shall be calculated and the difference paid by or allowed to the Insured as the case may be.
6. No sum payable under the Policy shall carry interest.
7. The obligation of the Company to make any payment under this Policy is conditional upon
 - a. the answers in any proposal and declaration for this insurance being true and complete to the best of the knowledge and belief of the Insured and such proposal and declaration shall be part of this contract and is deemed to be incorporated herein
 - b. the Insured and/or Insured Person or any other person on whose behalf payment is claimed observing the terms and conditions of this Policy in so far as they apply
 - c. the due observance and fulfilment of the terms provisions and conditions so far as they relate to anything to be done or complied with by the Insured and/or Insured Person.
8. Any dispute between the Insured and the Company on the Company's liability in respect of the claim or the amount to be paid shall in default of agreement be referred within twelve months of the dispute arising to an Arbitrator appointed jointly by the Insured and the Company in agreement or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland and the decision of such Arbitrator shall be final and binding on both parties. If the dispute has not been referred to arbitration within the aforesaid twelve month period then it shall be deemed to have been abandoned and not recoverable thereafter.

9. The Company shall not be concerned with or affected by any notice of trust charge or assignment relating to this Policy and the receipt of the Insured shall in all cases completely discharge the Company.
10. If the Insured makes an alteration to the policy or cancels the policy and this results in an adjustment in premium, the Company will not charge the Insured for premium adjustments less than €20 nor will the Company refund the Insured any premium amounts of less than €20.
11. The Insured is under a duty to answer all questions, which the Company ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by the Insured to the Company for this insurance must be true and complete.

This is for the Insured's and/or Insured Person's protection because, if the Insured does not give the Company all the information the Company needs, the policy may not provide the Insured and/or Insured Person with the cover the Insured and/or Insured Person needs, a claim may not be paid, the policy could be declared invalid and void or may be cancelled, and the Insured may encounter difficulty trying to purchase insurance elsewhere.

The Insured and/or Insured Person may lose all cover under this policy if, since the start date of the policy or the last renewal date (whichever is the latest), there is a material change in the Insured's circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten) including but not limited to such changes relating to the Premises, the Business, the occupancy, the duties or the activities of the Insured and/or Insured Person.

If the Insured is not sure whether to tell the Company about a change in respect of the Insured's and/or Insured Person's circumstances, the Insured and/or Insured Person should contact their broker immediately.

Additional Duty of Disclosure for Non-Consumer Customers

PLEASE NOTE - IF THE INSURED IS NOT A CONSUMER (AS DEFINED BELOW) THE FOLLOWING DUTY ALSO APPLIES.

In addition to the above, the Insured must also tell the Company about any other facts, which are likely to affect whether the Company agrees to provide cover, or how the Company assess the risks proposed for insurance.

If the Insured is not sure whether they should tell the Company about something, they should tell the Company anyway. This is for the Insured's own protection because, if the Insured and/or Insured Person does not give the Company all the information the Company needs, the policy may not provide the Insured and/or Insured Person with the cover the Insured and/or Insured Person needs, a claim may not be paid, the policy may be declared invalid and void or may be cancelled, and the Insured and/or Insured Person may encounter difficulty trying to purchase insurance elsewhere.

Consumer Definition

Consumer means a 'consumer' as defined by section 2(1) of the Financial Services and Pension Ombudsman Act 2017. For the avoidance of doubt, the definition of 'consumer' shall include:

- (i) a natural person, not acting in the course of business
- (ii) a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, or
- (iii) an incorporated body that
 - (a) had an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, and
 - (b) is not a body corporate that is a member of a group of companies (within the meaning of section 8 of the Act of 2014) with a combined annual turnover (in the previous financial year (within the meaning of section 288 of the Act of 2014) of the group of companies), of greater than €3 million.

Definitions

1. **Bodily Injury** shall mean injury which is caused solely by accidental means and which independently of illness or any other cause within 24 calendar months from the date of the accident results directly in the Insured Persons death, disablement, dismemberment or within 12 calendar months from the date of accident results in incurred medical expenses.
2. **Loss of Limb** shall include loss of an upper limb meaning physical severance of an arm or total loss of use at or above the wrist joint and in respect of a lower limb physical severance of a leg or total loss of use above the level of the ankle (talor-tibular joint).
3. **Loss of eye** shall be deemed to have occurred:
 - a. In both eyes when the Insured Person's name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist
 - 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 would normally be able to see at 60 feet), and the Company is satisfied that the condition is permanent and without expectation of recovery.

4. **Permanent Total Disablement shall** mean disablement which has lasted for at least twelve months which in the opinion of the Company is beyond hope of recovery and shall in all probability continue for the remainder of the Insured Person's life and results in:
 - a. Their inability to perform or give attention to gainful occupation of any and every kind; or
 - b. One or more of the injuries listed in the scale of benefits applying to Permanent Total Disablement in Endorsement 1.
5. **Permanent Partial Disablement** shall mean disablement which has lasted for at least twelve months which in the opinion of the Company is beyond hope of recovery and shall in all probability continue for the remainder of the Insured Person's life and result in one or more injuries listed in the scale of benefits applying to Permanent Partial Disablement in Endorsement 1.
6. **Temporary Total Disablement** shall mean temporary disablement which totally prevents the Insured Person from engaging in his or her usual occupation.
7. **Deferment Period** shall mean a period at the beginning of a period of temporary disablement for which no benefit shall be paid.
8. **Benefit Period** shall mean the total period (but not necessarily consecutive period) for which benefits are payable in respect of any one accident to any Insured Person.
9. **Medical Expenses** shall mean expenses, necessarily incurred and arising from treatment (up to the maximum specified under Benefit 5 Incurred Medical Expenses), including dental expenses following accidental Bodily Injury to an Insured Person.
10. **Insured Person** means a registered member of Cycling Ireland that includes Personal Accident/Medical Cover.
11. **Unemployed** shall mean an Insured Person who is not in gainful employment and is collecting unemployment benefit or assistance from the Department of Social Welfare.
12. **Medical Practitioner** shall mean a legally licensed physician or surgeon duly registered and practicing pursuant to the laws of the country in which such practice is maintained.
13. **Accident** shall mean a sudden unforeseen and fortuitous identifiable event and the word accidental shall be construed accordingly.
14. **Average Weekly Wage** shall mean the net average weekly wage paid to the Insured Person for the six weeks prior to the date of the accident.
15. **Aggregate Limit of Liability** is the liability of the Company in respect of one or more Insured Person for all Benefit payable in respect of or arising out of any one occurrence or all occurrences of a series consequent upon one original cause and shall not exceed the sum specified in the schedule as the Aggregate Limit of Liability.

Exclusions

The Company shall not be liable in respect of:

1. Bodily Injury directly or indirectly consequent upon:
 - a. the Insured Person committing or attempting to commit suicide, or intentionally inflicting self-injury
 - b. the Insured Person engaging in flying of any kind other than as a passenger in a fully licensed passenger carrying aircraft
 - c. active service in any of the armed forces of any nation or international agency
 - d. the Insured Person suffering from sickness or disease not directly resulting from Bodily Injury
 - e. infection with Human Immunodeficiency Virus, Acquired Immune Deficiency or AIDS related complex
 - f. any pre-existing medical condition
 - g. any person playing or travelling contrary to medical advice.
2. Bodily Injury suffered after the expiry of the Period of Insurance during which the Insured Person attains the age of 70 years.
3. the first €250 of each and every claim in respect of incurred Medical Expenses.
4. the first €250 of each and every claim in respect of accidental damage to teeth.
5. any Medical Expenses otherwise recoverable from any other source including medical card scheme, under the control of the Department of Social Welfare or private medical insurance.
6. any Medical Expenses incurred after twelve months from the date of incurring the first expense.
7. any dental expenses not arising directly from a covered accident

8. Bodily Injury directly or indirectly caused by resulting from or in connection with any act of terrorism including any action taken in controlling preventing suppressing or in any way relating to any act of terrorism regardless of any other cause contributing concurrently or in any other sequence.

For the purpose of this exclusion terrorism shall mean an act and/or threat of force or violence by any person or persons whether alone or on behalf of or in connection with any organization committed for political or other purposes with including the intention to influence any government and/or to put the public or any section of the public in fear.

If the Company maintain that by reason of this exclusion cover is not provided by this policy the burden of proving the contrary shall be upon the Insured.

9. Bodily Injury directly or indirectly caused by or contributed to by or arising from
 - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
10. Bodily Injury directly or indirectly caused by or contributed to by or arising from
 - a. war, invasion, act of a foreign enemy, hostilities or a warlike operation or 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 happening through or in consequence of war, invasion, acts of foreign enemy, hostilities or war like operation or operations (whether war be declared or not), civil war, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, mutiny or military uprising or martial law
 - b. any action taken in controlling, preventing, suppressing or in any way relating to a. above
11. Bodily Injury directly or indirectly caused by or contributed to by or arising from liability or loss arising directly or indirectly from
 - a. the loss of, alteration of, or damage to,
 - or
 - b. reduction in the functionality, availability or operation of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, including but not limited to computer virus, worm, logic bomb, or trojan horse
12. any claim or any other benefit of whatsoever nature where the provision of any payment in respect of such claim or any other benefit under this policy would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions laws or regulations, including those of the European Union, United Kingdom and United States of America.

13. Benefit 4. Temporary Total Disablement is removed for any Insured Person aged 70 or older who is not in remunerative employment or has retired from gainful employment

Also, for any Insured Person aged 70 or over, who is not in remunerative employment or has retired from gainful employment, the Benefit amount under Benefit 2. Permanent Total Disablement and Benefit 3. Permanent Partial Disablement, is reduced by 50%.

Provisions

1. Benefit shall not be payable under more than one of Benefits 1 to 4 to one Insured Person in respect of any one accident.
2. Benefits arising under the Temporary Total Disablement element of cover are subject to a Deferment Period as shown under Benefits, subsequent to which if the Insured Person is totally incapacitated from fully engaging in their usual occupation benefits shall be payable for a maximum Benefit Period of **thirteen weeks**.
3. Benefit 4 Temporary Total Disablement shall only be payable when the Insured Person is not Unemployed and is in full time gainful employment and where there is proven loss of earnings to an Insured Person, any social welfare or sick pay benefits that are payable or due to an Insured Person shall be deducted from the Benefit due. The total sum of all such benefits shall not exceed the Insured Person's average weekly wage paid in the six months preceding the Bodily Injury.
4. If the aggregate amount of all Benefits payable under this Policy exceeds the Aggregate Limit of Liability, the Benefit payable to each Insured Person shall be proportionally reduced until the total of all Benefits does not exceed the Aggregate Limit of Liability shown.
5. Under Benefit 5 Incurred Medical Expenses, physiotherapy expenses and expenses relating to any form of alternative treatment are limited to €500 per Insured Person during any one Period of Insurance. Physiotherapy expenses and expenses relating to alternative treatment must be certified as being necessarily incurred by a Medical Practitioner.

Benefits

Benefit	Sum Insured
1. Death	€15,000
2. Permanent Total Disablement	€15,000
3. Permanent Partial Disablement	Up to €15,000 as per below scale of benefits
4. Temporary Total Disablement	75% of net weekly wage to a maximum of €150 per week
Maximum Benefit Period	91 Days
Deferment Period	7 Days
5. Incurred Medical Expenses	€2,500
Excess	€250
Physio Inner Limit	€500
6. Accidental damage to teeth	€2,000
7. Policy aggregate limit	€2,500,000

Endorsement 1

The following scale of benefits applies in respect of Benefit 2 – Permanent Total Disablement (% of €15,000):

Permanent total loss of

- Both limbs 100%
- One limb and one eye 100%
- Both eyes 100%
- Total paralysis 100%
- Incurable major brain damage 100%
- Loss of speech 100%
- Loss of hearing in both ears 100%

The following scale of benefits also applies in respect of Benefit 3 - Permanent Partial Disablement (% of €15,000):

- Total loss of use of a leg 50%
- Total loss of use of a foot 50%
- Unconsolidated fracture of the thigh 50%
- Total loss of an eye or reduction by half of binocular vision 25%
- Unconsolidated fracture of a leg 25%
- Partial amputation of a foot including toes and part of the foot 25%
- Ablation of the lower jaw 25%
- Total incurable deafness resulting directly and solely from an Accident 30%
- Total loss of hearing in one ear 25%
- Total loss of movement in the hip 20%
- Total loss of movement in the knee 20%
- Total loss of movement in the instep 20%
- Unconsolidated fracture of the kneecap 20%
- Unconsolidated fracture of the lower jaw 20%
- Loss of all or virtually all the teeth 10%
- Amputation of the big toe or four small toes on a foot 15%
- Shortening of a leg by at least 5cm 20%
- Shortening of a leg by at least 3cm 10%

	Right	Left
• Total loss of use of an arm	60%	50%
• Total loss of use of a hand	60%	50%
• Unconsolidated fracture of an arm	50%	25%
• Amputation of the thumb	25%	25%
• Amputation of the index finger	20%	20%
• Amputation of the middle finger	10%	10%
• Amputation of the ring finger	10%	10%
• Amputation of the little finger	10%	10%
• Total loss of use of movement in the shoulder	25%	25%
• Total loss of use of movement in the elbow	25%	25%
• Total loss of use of two fingers of a hand	15%	10%
• Total loss of use of movement in a wrist	20%	20%

If the Insured Person is left handed, the percentages shown above are reversed.



*For our joint protection, we may record and
monitor phone calls.*

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