

APRIL IRELAND

PREMIER PERSONAL ACCIDENT PLAN

Policy Document

Please keep this document and enclosed schedule in a safe place. You may need to refer to it at a later date.

 www.april-ireland.com

Changing the image of insurance


april
Ireland

This plan is underwritten by Covea Insurance plc.

Premier Personal Accident Plan

Welcome

Thank you for choosing our Personal Accident Plan.

With our Personal Accident Plan you benefit from worldwide protection, 24 hours a day. Your policy could help meet your existing financial commitments, and any other additional expenses you might incur if you were to sustain a burn, permanent scarring or fracture caused by an accident.

Please keep this document in a safe place and take time to complete the important policy details below in case you ever need to contact us. We also urge you to read this document carefully to ensure you are aware of the full details of the cover provided. If there is anything you are not clear about, please call APRIL Ireland on **0749 161868***.

Once again thank you for choosing our Personal Accident Plan.

Signed on behalf of the Insurer

James Reader

Chief Executive Office, Covea Insurance plc

Contact our Claims Helpline

☎ 0044 1732 524238*

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Policy Details

Please write your policy details in the spaces to the right; you'll find them in the schedule on the letter you received with this document. Then, keep your letter and policy together in a safe place, so you'll always know where to find them in the event that you need to contact us.

Policy Number:

Policy Start Date:

Policy Wording

The following pages contain the details of **your** policy and the contractual terms of **your** cover. These policy details are legally binding between **you** and Covea Insurance plc.

The words listed in clause 3 have special meanings when they appear in this policy in bold text. It is very **IMPORTANT** that **you** refer to these special meanings when **you** read the policy as they will help **you** understand the cover. **We** have tried to make these meanings as understandable as possible. If there is anything that **you** do not understand from these meanings or if there is, at any time, anything else in this policy on which **you** would like to have more information, then please contact APRIL Ireland on **0749 161 868***.

The policy is underwritten by Covea Insurance plc Limited. 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX and administered by APRIL Ireland, Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24.

1 Are you eligible for cover?

It is important that **you** are eligible for the cover **you** have under the policy and that **you** remain so for the duration of the policy. To be eligible for cover under this policy, **you** must on the **start date** be:

- 1 living and present in the **Republic of Ireland**; and
- 2 over 18 years of age and under 65 years of age.

If **you** have chosen **individual cover** and **partner cover**, **you** must on the **start date** meet the requirements above. In addition **your partner** must on the **start date** be:

- 1 living permanently with **you** in the same household in the **Republic of Ireland**; and
- 2 over 18 years of age and under 65 years of age.

Unless **your partner** is legally married to **you**, or is **your** registered civil partner under the Civil Partnership Act 2004, **your partner** must have lived with **you** for at least six consecutive months immediately before the **start date**.

If **you** have chosen **individual cover** and **children cover** or **family cover**, **you** and **your partner** (if applicable) must meet the requirements above. **Your child** is eligible for cover if he or she is:

- 1 under the age of 18 (or 23 years of age if in full time education); and
- 2 living permanently with **you** in the same household in the **Republic of Ireland** (including any **children** at boarding school, college or university who normally live with **you** outside term time).

PLEASE NOTE: **You** can only be covered under one of **our** Personal Accident Plans at any one time – see clause 6.6 for details.

2 What happens if you change your mind?

You have the right to cancel **your** policy for a period of 30 days from the **start date** or the date **you** receive **your** policy documents if this is later. If **you** cancel in this period you will receive a full refund of any premium **you** have paid and **your** policy will be deemed to have been cancelled from the **start date** and **you** will not be entitled to make any claim under it.

After the initial 30 day period if **you** wish to cancel **your** policy, **you** may either write or call as explained below. If **you** simply stop paying any further premium when premiums are due **your** policy will end. Any premiums paid after the initial 30 day period are non-refundable.

If **you** wish to cancel **your** policy, **you** may either write to Personal Accident Plan Unit, April Ireland, Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24 or call the customer service helpline on **0749 161868***

* Calls may be recorded and monitored for training and quality purposes.

3 Words with special meanings

The words listed below have the following special meanings when they appear in this policy in bold text with or without an initial capital letter:

“**Accident/accidental**” means a sudden and unforeseen event which happens by chance after the **start date** and results in **bodily injury**.

“**Anterior Cruciate Ligament Injury**” means a complete tear of the Anterior Cruciate Ligament whereby the ligament has been split into two pieces and the knee joint is unstable.

“**Bodily injury**” means physical injury resulting from external violent and visible means. It does not include any sickness, disease, bacterial or viral infection (unless this is a direct result of an **accidental** bodily injury) naturally occurring condition or degenerative process.

“**Burns and Permanent Scarring**” means third degree burns caused by an **accident** which involve damage or destruction of the skin to its full depth and damage to the tissue beneath, affecting more than 15% of the body.

“**Child**” means **your** natural child, legally adopted or step child up to the age of 18 (or 23 years of age if in full time education). It does not include a foster child. “**Children**” has a corresponding meaning. There is no limit to the number of children **you** can cover under this policy.

“**Children cover**” means when this policy includes **your child** or **children** but not a **partner**.

“**Doctor**” means a legally qualified medical practitioner. It does not include **you**, someone living in **your** household, a member of **your** immediate family or **your partner**.

“**End date**” means the date when the policy ends. **You** can find details in clause 8 of this policy.

“**Family cover**” means when this policy includes **you**, **your partner** and **your child** or **children**.

“**Fare paying passenger**” means travelling with a valid ticket in a plane, ship, train or bus that is a licensed common carrier.

“**Fracture**” means a breach in the continuity of the bone caused by an **accident** which is identified by an x-ray or in the case of a fracture which is unable to be x-rayed, by confirmation from a **doctor**.

“**Hospital**” means a lawfully registered establishment providing medical and surgical treatment and 24-hour a day nursing care by registered nurses for ill or injured people. It does not include a convalescent, self-care or rest home, or a department in a **hospital** which has the role of a convalescent or nursing home.

“**Individual cover**” means the cover provided to **you** as an individual under this policy.

“**Insurer**” means Covea Insurance plc”.

“**Partner**” means **your** legally married spouse, or **your** registered civil partner under the Civil Partnership Act 2004, or a person who is living permanently with **you** as **your partner** in the same household and who must have lived with **you** for at least six months immediately before the **start date**.

“**Partner cover**” means when this policy includes **your partner** but not **your child** or **children**.

“**Start date**” is the date stated in the schedule.

“**Terrorism**” means any act or acts, including (but not limited to):

- (i) the use of threat of force and/or violence; and
- (ii) harm or damage to life or to property (or the threat of such harm or damage), harm or damage by nuclear and/or chemical and/or biological and/or radiological means; caused or occasioned by any person(s), or group(s) or persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

“**Resident of the Republic of Ireland**” means living permanently in the Republic of Ireland for at least 40 weeks in every 52 week period after the **start date**.

“**War risks**” means any **bodily injury** whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributing cause or event: war, invasion, act of foreign enemy, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

“**We, us, our**” means Covea Insurance plc.

“**You and Your**” means the person named in the schedule as the insured.

4.1 Your premium

Your monthly premium is shown in **your** schedule and is payable monthly by Direct Debit.

It includes Insurance Premium Levy at the current rate. The rate of Insurance Premium Levy may change, in which case we will automatically adjust your premium. Your first premium will also include one-off payment of Stamp Duty which is levied on new insurance policies, as shown in your schedule.

5 The benefits you get

5.1 Who will benefits be paid to?

All benefits will be paid to **you**.

5.2 The benefits

If any person covered under this policy has an **accident** after the **start date** and before the **end date** that results in a **bodily injury** covered under this policy then **you** will be entitled to the appropriate benefit stated in the table of benefits.

The amount of benefit that **you** will receive will depend on the level of cover **you** have, and on the effect of the

bodily injury caused by the **accident**. The initial level of cover **you** have is shown in **your** initial schedule; any subsequent updates to **your** level of cover will be confirmed by **us** sending **you** a new updated schedule. The effects of **bodily injury** covered under this policy are those shown in the table of benefits.

5.3 The benefit for a Child

If **you** have **children cover** or **family cover** the benefit payable for an **accident** happening to **your child** will be the appropriate benefit for the level of cover **you** have as shown in the table of benefits.

Table of benefits

In the event of an accident causing:	Bronze		Silver		Gold	
	Adult	Child	Adult	Child	Adult	Child
1.1 Anterior Cruciate Ligament Injury	€750	€375	€1,125	€562.50	€1,500	€750
2 Burns and Permanent Scarring	€5,000	€2,500	€7,500	€3,750	€10,000	€5,000
3 A Fracture** of one of the bones listed below: GRADE III • Upper leg (femur) • Vertebral body (not Coccyx) • Pelvis • Skull	€1,500	€750	€2,250	€1,125	€3,000	€1,500
GRADE II • Vertebra other than vertebral body • Lower leg (tibia) • Lower leg (fibula) • Lower jaw • Breastbone (sternum) • Shoulder blade (scapula) • Kneecap (patella) • Clavicle (collar bone) • Upper arm (humerus) • Lower arm (radius and ulna) • Ankle (tarsals) and Pott's Fracture • Wrist (carpals) and Colles' Fracture	€750	€375	€1,125	€562.50	€1,500	€750
GRADE I • Hand (metacarpals)*** • Foot (metatarsals)*** • Coccyx • Rib(s) • Nose	€250	€125	€375	€187.50	€750	€375

In certain circumstances the amount **we** pay may be restricted or limited. Please see clause 6 "Maximum benefits and restrictions on benefits". Certain **accidents** are not covered. Please see clause 7 "What you are not covered for".

** Please note fracture cover does not start until day 16 of your policy

***Excludes all fingers and toes

6 Maximum benefits and restrictions on benefits

6.1 Maximum benefits

6.1.1 If you have individual cover alone

The maximum total benefit which **we** will pay for all claims during the life of this policy is a sum equal to €30,000 for Bronze cover, €45,000 for Silver cover and €60,000 for Gold cover. When this limit has been reached, **we** will not pay any further benefit and the policy will end (see clause 8).

6.1.2 If you have individual cover and partner cover, individual cover and children cover or family cover:

The maximum total benefit which **we** will pay for all claims during the life of this policy is a sum equal to €60,000 for Bronze cover, €90,000 for Silver cover or €120,000 for Gold cover. When this limit has been reached, **we** will not pay any further benefit, and the policy will end (see clause 8).

There is also a maximum limit on the amount of the benefit which **we** will pay for all claims under the policy in respect of each person covered under the policy. The maximum total benefit payable for each person is €30,000 for Bronze Cover, €45,000 for Silver Cover and €60,000 for Gold Cover.

6.2 Maximum benefits for fractures

The maximum number of **fracture** claims **we** will pay for each person insured under this policy during any one year period is 4.

6.3 Fracture cover exclusion period

Fracture cover does not start until the 16th day after the **start date**.

6.4 Where the effects of the accident are made worse by sickness or disease

If the effects of an **accident** are made worse because the person affected already had a sickness, disease, naturally occurring condition or injury then **we** will ask a **doctor** to assess the effects that the sickness, disease, naturally occurring condition or injury has on the **bodily injury** and **we** will reduce **your** benefit by a proportionate amount taking any such pre-existing sickness, disease, condition or injury into account.

6.5 Multiple fractures to the same joint or bone

If **you** have any **accident** which results in more than one **fracture** to the same joint or bone **we** will only pay benefit for one of the **fractures**.

6.6 Can I have more than one Personal Accident Plan?

You will only be eligible for insurance cover under one of **our** Personal Accident policies at any one time.

7 What are you not covered for

7.1 We will not pay benefit for any accident that is directly or indirectly caused by or whilst undertaking any of the following:

- **War risks;**
- **Terrorism;**
- Being on naval, military or air force duty, service or operations;
- Riding on a motorcycle, moped or scooter as a driver or passenger;
- Rock climbing or mountaineering of any type;
- Competing in any race other than on foot or whilst swimming;
- Flying except as a **fare paying passenger;**
- The manufacture or use of explosives;
- Exposure to exceptional danger (except in an attempt to save human life);
- The illegal acts of the person who has suffered the **accident;**
- Suicide or self-inflicted injury whether of a sound mind or not;
- Being under the influence of or being affected by alcohol or drugs unless under the advice of a **doctor** for a condition other than alcohol or drug addiction;
- Radiation or contamination or the effects of radiation;
- Any sickness, disease, or degenerative process (a condition which becomes progressively worse).

In addition, **we** will not pay benefit for:

- An **accident** which occurs prior to the **start date** or after the cover ends;
- An **accident** which happens to an insured person who has been outside the **Republic of Ireland** for more than 12 weeks in the preceding 52 week period. This exclusion does not apply if **we** have agreed to provide this cover;
- Any **accidental bodily injury** occurring 12 or more months after the **accident**.

8 When your protection ends

8.1 This policy ends automatically as soon as one of the following happens:

- **you** die
- **you** reach 70 years of age;
- **your** monthly premium is not paid by **you** or on **your** behalf when it is due;
- **you** cancel the policy;
- **we** cancel your policy as set out in clause 9;
- **you** cease to be a **Resident of the Republic of Ireland;**
- the date on which **we** pay benefits which together with any previous benefits equal the maximum benefit payment in accordance with clause 6.

8.2 If you have partner cover or family cover, your partner will cease to be covered as soon as one of the following happens:

- **your partner** reaches 70 years of age;
- he or she stops living permanently with **you** or ceases to be a **Resident of the Republic of Ireland;**
- the date on which **we** pay benefits which together with any previous benefits equal the maximum benefit payment in accordance with clause 6.

8.3 If you have children cover or family Cover, your child will cease to be covered as soon as one of the following happens:

- he or she reaches 18 years of age (or 23 years of age if in full time education);
- he or she stops living permanently with **you** (other than to attend boarding school, college or university during term time) or ceases to be a **Resident of the Republic of Ireland;**
- the date on which **we** pay benefits which together with any previous benefits equal the maximum benefit payment in accordance with clause 6.

9 Can Covéa Insurance cancel or change the terms of my policy?

9.1 **We** may cancel **your** policy, where there is a valid reason for doing so, by giving you not less than 30 days written notice in advance to the latest address **we** have for **you** in order to give **you** the time or opportunity to arrange replacement cover should **you** so wish. If we give **you** such notice **we** will explain the reason for **our** cancellation in **our** letter. Valid reasons may include but are not limited to:

- where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that affects **our** ability to process a claim, or **our** ability to defend **our** interests **we** will issue a cancellation letter and **we** will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period; or
- where **we** reasonably suspect fraud.

9.2 **We** may change the terms and conditions of **your** policy, including the amount of **your** premium, by giving **you** not less than 30 days written notice in advance to **your** last known address. If **we** give **you** such notice **we** will explain the reason; for example:

- to respond to changes in the law or decisions of the Financial Ombudsman Service;
- to meet regulatory requirements;
- to reflect new industry guidance and codes of practice that raise levels of consumer protection;
- to respond to changes in interest rates, market rates or tax rates;
- to reflect other legitimate cost increases or reductions associated with continuing to provide **you** with the services and benefits under **your** policy.

10 Changes in circumstance

If **your** circumstances change, for example **you** move house, would like to amend who is covered under the policy, or advise **us** that any person covered under **your** policy no longer resides with **you** please contact APRIL Ireland on **0749 161868*** and we will amend your policy.

* Calls may be recorded and monitored for training and quality purposes.

11 What happens if any person (including you) covered under this policy leaves the Republic of Ireland?

Benefit will not be paid for an **accident** which happens to a person (including **you**) covered under this policy if at the date of the **accident** that person has been outside the **Republic of Ireland** for more than 12 weeks in total in the preceding 52 week period. Cover in respect of that person will cease on the last day of the twelfth week.

If **you** wish to extend cover to include such absences (including **your** own), then please write to **us** with full details before the person concerned leaves the **Republic of Ireland**. **We** will then decide whether **we** will extend cover to the person while they are abroad. If **we** do so decide, **we** will send you a written endorsement extending the cover under this policy. **You** will need to provide this endorsement to **us** if you have to make a claim relating to that period.

If **you** do not wish to extend cover please write to **us** to confirm that **you**, and/or the person concerned are no longer a **Resident of the Republic of Ireland** and **we** will cancel your policy and/or that person's cover as the case may be.

12 Legal

Transfer

You cannot transfer or sell the rights or benefits under this policy.

False and misleading information

If **you** give false or inaccurate information and **we** suspect fraud, **we** will record this and the information will be available to other organisations that have access to the database(s). **We** can supply details of the databases we access or contribute to, on request.

Any fraudulent, false or misleading statements made by **you** either when applying for **your** policy or in relation to any other matter affecting **your** policy or when **you** are making a claim may result in **your** policy becoming invalid and **you** losing all **your** entitlement to benefits under this policy.

Governing law

English law applies to this policy unless **you** have asked for another law and **we** agreed to this in writing before the **start date**. Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Data Protection Act 1998

We hold data in accordance with the Data Protection Act 1998. It may be necessary for **us** to pass data to other organisations that supply products or services associated with this policy. In order to verify information, or to prevent and detect fraud, **we** may share information **you** give **us** with other organisations and public bodies, including the Police, accessing and updating various databases. The Data Protection Act 1998 gives **you** the right to a copy of **your** personal data held by **us** upon payment of a fee.

The Financial Services Compensation Scheme (FSCS)

If **we** are unable to meet **our** liabilities under this policy, **you** may be entitled to compensation from the FSCS. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or by visiting their website at www.fscs.org.uk or telephoning them on **0044 800 678 100** or **0044 20 7741 4100**.

Accessibility

In order to make **our** documentation accessible to all, **we** are able to provide upon request audiotapes, large print documentation and Braille documentation. Please

advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner.

Contracts (Rights of Third Parties) Act 1999

The **Insurer** and **you** do not intend any term of this policy to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

13 Making a claim

Any person covered under this policy who has an **accident**, and wishes to make a claim must be put under the care of a **doctor** as soon as possible.

If **you** wish to make a claim under this policy, please ask for a claim form by telephone or by writing to: Personal Accident Plan Department, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX. Telephone: **0044 1732 524238***.

The claim form must be filled in and sent to **us** at the above address. All claims must be submitted within three calendar months from the date of the **accident** or as soon as reasonably possible after the **accident**. All information and evidence required by **us** to prove a claim must be on a claim form provided by **us**.

All certificates that **we** require must be provided at **your** expense. As often as **we** reasonably require, the person making the claim must agree to medical examination at **our** expense in connection with any claim.

14 Making a complaint

It is always **our** aim to provide **you** with a very high standard of service. Should **you** wish to complain about **your** policy or to obtain a copy of **our** complaints procedures please contact:

Personal Accident Plan Department, April Ireland, Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24. Telephone: **0749 161868***

If **you** remain dissatisfied with the investigation of **your** complaint **you** have the right to then refer it to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR; Telephone: **0044 800 023 4567** or **0044 300 123 9 123**. Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

The Financial Ombudsman Service will normally only consider **your** complaint once **you** have been given a final response. Following these procedures will not affect **your** right to take legal action.

For further information about **your** legal rights, contact **your** local authority trading standards department or the Citizens Advice Bureau. Covea Insurance plc is a public limited company incorporated in England and Wales, registered number 613259. Its registered office is at Norman Place, Reading RG1 8DA. It is authorised by the Prudential Regulation Authority and regulated by Financial Conduct Authority and Prudential Regulation Authority registration number 202277.

* Calls may be recorded and monitored for training and quality purposes.

APRIL Ireland Registered Office: Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24. Tel: 0749 161868 - www.april-ireland.com
Covea Insurance plc Registered Office: Norman Place, Reading RG1 8DA

APRIL Ireland is a trading name of APRIL (Insurety) Ireland Limited (Company Registration No 360638), who is regulated by the Central Bank of Ireland, registered number C29542 and a wholly owned subsidiary of APRIL UK (Insurance Services) Ltd.
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PAIPD 0116



Changing the image of insurance