

# Group Personal Accident **Policy**

## Gogan's Sports Personal Accident Scheme

### **Important Information**

Please read and keep safe

# Introduction

## Your Policy and Schedule

Here is your Group Personal Accident Policy. It is broadly divided into two parts:

**The Policy Booklet** – containing the terms of the Group Personal Accident Policy

**The Policy Schedule** – containing information particular to your insurance protection

## The Contract of Insurance

You, having applied to Aviva Insurance Ireland DAC, hereinafter referred to as 'the Company', for this insurance and having paid or agreed to pay the premium, the Company will provide insurance to the extent of and subject to the terms and conditions of this policy during any Period of Insurance. Any proposal, statement of fact, declaration and any other document provided by the Insured to the Company for this insurance shall be part of and incorporated into this contract.

This Policy, the Schedule and any Endorsement shall be read together as one contract and unless specially stated to the contrary any word or expression to which a specific meaning has been given shall have such specific meaning wherever it may appear.

May we please ask you to examine these documents to make sure that they give you protection according to your present needs. Almost certainly these needs will change. If they do, please let us know – your policy is designed for easy amendment or extension.

## The Law applicable to the Contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we and you, 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 cover through an intermediary or broker, please send your complaint to them. If your complaint is not sorted out to your satisfaction, please contact: Aviva Insurance Ireland DAC at 1800 666 555.

You can also write to the Aviva Ireland Complaints Team- Aviva Insurance Ireland DAC, Building 12, Cherrywood Business Park, Loughlinstown, Dublin 18 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**, at Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Phone: 01 567 7000  
E-mail: info@fspo.ie  
Website: www.fspo.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 12 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

## Cover

Aviva Insurance Ireland DAC (hereinafter referred to as "the Company") agrees that if during the Operative time in any Period of Insurance the Event shall happen to any Person-insured and such Person-insured shall within 12 months of the happening of such Event suffer any of the Results the Company will subject to the terms of this Policy pay to the Person-insured the Compensation specified in the Schedule for such Result

## Definitions

### Event

Accidental bodily injury sustained following an accident which shall independently of any other cause be the sole cause of any of the Results

### Dental expenses

The incurred cost of dental treatment given or prescribed by a qualified member of the dental profession

### Hospital

An establishment which lawfully operates primarily for the treatment of sick or injured people as overnight residents including diagnostics and surgery being staffed by one or more physicians and providing 24 hour nursing services by or under suitably qualified nursing staff For the purposes of this insurance the following shall not be regarded as a hospital

- i. Nursing or rest home
- ii. Convalescent home or extended care facility
- iii. Psychiatric institution
- iv. Geriatric facility
- v. Hospice
- vi. Drug or alcohol addiction clinic

### Insured Club

The Insured as stated in the Policy Schedule

### Medical expenses

The incurred cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified member of the medical profession and all Hospital nursing home and ambulance charges

### Loss of eye

Total and irrecoverable loss of sight that will be considered as having occurred in an eye if the degree of sight remaining after correction is 3/60 or less on the Snellan scale (meaning seeing at 3 feet what the Person-insured should see at 60 feet

### Loss of limb

- i. in the case of a lower limb loss by physical severance at or above the ankle or permanent total irrecoverable loss of use of an entire leg or foot
- ii. in the case of an upper limb loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent total irrecoverable loss of use of an entire arm or hand

### Mentor

Any person who is not a Youth and responsible for or provides assistance in managing or training a camogie team

## Operative time

Whilst

- i. playing or officiating for the Insured in sports activity stated in Certificate of Insurance
- ii. taking part in training organised by the Insured
- iii. proceeding directly to or returning directly from sports activity stated in Certificate of Insurance associated matches or associated training matches or camogie training
- iv. taking part in any social activity organised by the Insured

## Permanent total disablement

Disablement which entirely prevents the Person-insured from engaging in gainful employment of any and every kind and which lasts twelve months and at the expiry of that period is beyond hope of improvement In the case of a Youth disablement which prevents the Person-insured from attending full time education and which lasts 12 months and at the expiry of that period is beyond hope of improvement and without prospect of being able to undertake any gainful employment and of being able to support themselves financially

## Results

- (a) Death
- (b) Loss of eye
- (c) Loss of limb
- (d) Permanent total disablement
- (e) Temporary total disablement
- (f) Medical expenses and Dental expenses

## Temporary total disablement

Disablement which temporarily and totally prevents the Person-insured from attending to the duties of their usual business or occupation

## Youth

A person-insured who is less than 18 years of age at the date cover was inception or in the case of renewal the date from which cover was last renewed

## Compensation Limits

1. Compensation for Result (a) Death shall be limited to limit stated in Certificate of Insurance if the Person-insured is a Youth
2. Compensation shall not be payable for more than one of the Results (a) to (d) in respect of any one Person-Insured and when payable for one of those Results shall not be payable for Results (e) caused by the same Event or for any of the Results caused by any subsequent Event
3. If Compensation for Result (a) is less than the Compensation for Results (b) (c) or (d) the amount payable for any Result (b) (c) or (d) shall not exceed the Compensation for Result (a) until thirteen weeks have elapsed from the date of the Event and the balance shall then only be payable if the Compensation for Result (a) has not in the meantime become payable as a result of the Event
4. Compensation for Result (e) stated in the Schedule is the maximum amount payable and Compensation shall only be paid in respect of the Person-insured's actual loss of earnings after deduction for any benefit recoverable from Social welfare their Employer or from any other source
5. Compensation for Result (e) shall not be payable to any Youth
6. Compensation for Result (e) shall be payable for a period not exceeding 104 weeks from the commencement of the first Result to occur and shall only be payable when the total amount has been agreed
7. Compensation for Result (e) shall be limited to a maximum €75 per week for homemakers housewives and househusbands
8. Compensation shall not be payable for Result (e) in respect of the first two weeks of each separate period of disablement
9. Compensation for Result (f) shall not exceed €10,000 or limit stated in Certificate of Insurance whichever is lesser for any one person-insured in any one Period of Insurance
10. Compensation for Result (f) shall only be payable for expenses incurred within 24 months of the Event
11. Compensation shall not be payable for Result (f) in respect of the first €125 Medical expenses or €150 Dental expenses
12. Compensation shall not be payable for more than fifty per cent of the cost of major dental work including crown or extractions or root canal treatment

## Exceptions

A. This Insurance shall not apply to any Event or Result consequent upon

1. the Person-insured committing or attempting to commit suicide or willfully exposing themselves to needless peril except in an attempt to save human life
2.
  - a. war, invasion, act of a foreign enemy, hostilities or a warlike 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
3. or significantly contributed to having taken a drug unless the Insured proves that the drug was taken in accordance with proper medical prescription and directions and not for treatment of drug addiction or being under the influence of alcohol
4. the Person-insured having any physical or mental defect or infirmity which was known to the Person-insured at the inception of this insurance or prior to the latest renewal thereof and which had not been declared to and accepted in writing by the Company
5. or contributed to by the Person-insured suffering from sickness or disease not resulting from bodily injury or suffering from bodily injury due to a gradually operating cause
6. 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 Club and/or Person-insured
7.
  - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (b) any liability of whatsoever naturedirectly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiation 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 matterBut as far as concerns death bodily injury shock illness or disease of any person under a contract of service or apprenticeship with the Insured if such death bodily injury shock illness or disease arises out of and in the course of their employment by the Insured this exclusion shall apply only in respect of
  - (i) liability of any Principal
  - (ii) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
8. the Person-insured engaging in air travel except as a passenger in a fully licensed passenger carrying aircraft
9. the Person-insured engaging in or practicing for
  - i. winter sports
  - ii. mountaineering or rock climbing
  - iii. parachuting or hang gliding
  - iv. racing on horseback or wheels
  - v. hunting
  - vi. potholing or similar activity
  - vii. white water rafting or scuba diving
10. the Person-insured engaging in
  - i. demolition construction alteration or repair of buildings
  - ii. tree felling or lopping
  - iii. the use of woodworking machinery

11. Human Immunodeficiency Virus (HIV) and/or related illness including Acquired Immune Deficiency Syndrome (AIDS) however caused and/or mutant derivatives variations or treatment thereof however caused
  12. i. the loss of alteration of or damage to  
or  
ii. a 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
- B. This insurance shall not apply to
1. any Medical expenses or Dental expenses otherwise recoverable from any other source including but not limited to medical card scheme under the control of the Department for Work and Pensions or private medical insurance
  2. Dental expenses as a result of malicious intent
  3. 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.

### Limit of Liability

The liability of the Company in respect of one or more Persons-insured for all Compensation payable in respect of or arising out of any one occurrence or all occurrences of a series consequent upon one original cause shall not exceed the sum specified in the Schedule as the Limit of Liability

### Special Clauses

#### Disappearance

1. Death shall be presumed to have been suffered by the Person-insured if the Person-insured disappears and is missing for ninety consecutive days and the Insured produces to the Company sufficient evidence that leads the Company inevitably to the conclusion that an Event has happened to such Person-insured and caused such disappearance Provided that if the Person-insured is found to be living after Compensation has been paid by the Company then such Compensation shall be refunded to the Company

#### Mentors

2. This insurance shall include cover for up to a maximum of five mentors for each of the Insured's camogie teams insured by the Company

#### Hospitalisation

3. A hospital cash benefit shall be payable provided the Person-insured is hospitalised for a minimum of 24 hours  
The benefit on the second day of hospitalisation shall be €20 and €20 for each additional consecutive full day in hospital  
The benefit period shall not exceed 90 days  
Hospitalisation Benefit shall mean in a Hospital as defined

## Conditions

### Duty of Disclosure and Alteration of Risk

1. 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 Person-insured'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 Person-insured with the cover the Insured and/or Person-insured 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 Person-insured 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 Person-insured.

If the Insured is not sure whether to tell the Company about a change in respect of the Insured's and/or Person-insured's circumstances, the Insured and/or Person-insured 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 Person-insured does not give the Company all the information the Company needs, the policy may not provide the Insured and/or Person-insured with the cover the Insured and/or Person-insured needs, a claim may not be paid, the policy may be declared invalid and void or may be cancelled, and the Insured and/or Person-insured 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.

### Notice of claim

2. Written notice shall be given to the Company as soon as reasonably possible after the happening of any Event

### Evidence of claim

3. All certificates and information and evidence required by the Company shall be furnished at the expense of the Insured or any claimant hereunder and shall be in such form and of such nature as the Company shall prescribe
4. The Person-insured as often as required shall submit to medical examination on behalf of the Company at its own expense
5. The Company shall in the case of the death of the Person-insured be entitled to have a post mortem examination at its own expense

### Non-assignment

6. The Company shall not be concerned with or affected by any notice of trust charge or assignment relating to this Policy and the receipt by the Insured shall in all cases completely discharge the Company

## Age limits

7. This Insurance shall not apply to any Person-insured who is less than five or more than seventy-five years of age at the time of the happening of the Event

## Arbitration

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.

## Declaration

9. At the beginning of each Period of Insurance each Insured Club shall declare the number of teams to be fielded during the Period of Insurance and the Premium shall be calculated accordingly.

## Observance of conditions

10. The obligation of the Company to make any payment under this Policy is conditional upon
  - (a) the answers in any proposal, statement of fact, declaration and any other document provided by the Insured and/or Person-insured to the Company for this insurance being true and complete to the best of the knowledge and belief of the Insured and/or Person-insured and such proposal, statement of fact, declaration and any other document provided by the Insured to the Company shall be part of this contract and is deemed to be incorporated herein
  - (b) the Insured and/or Person-insured 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 Person-insured.

## Minimising loss

11. The Insured and the Person-insured shall take all reasonable steps to avoid or minimise any loss.

## Cancellation

12. (i) The Company may cancel this Policy by sending 10 days' notice by registered post to the Insured at their last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.
  - (ii) The Insured may cancel this Policy **after** the "Cooling Off Period" by giving the Company written notice and provided that there have been no:
    - (a) claim(s) made under the policy for which the Company have made a payment
    - (b) claim(s) made under the policy which are still under consideration
    - (c) incident(s) which the Insured is aware of and are 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 1 Introduction

## Fraud and Misrepresentation

13. The Insured and/or Person-insured may lose all benefit under this Policy if any claim is fraudulent in any way or if the Insured and/or Person-insured 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 Person-insured 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.





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

**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.