



ace europe

businessclass
express

**Injury insurance
policy**

Code:bcroiexppolinj130704

Injury Insurance

- *businessclass* Assistance
- **Consumer Protection Information and Complaint Procedures**
- **Insurance Agreement**
- **Conditions**
- **Claim Provisions**
- **Definitions**
- **Exclusions**
- **Injury**
 - Death
 - Permanent Disabling injuries
 - Temporary Total Disablement
 - Hospital Confinement
 - Medical Expenses
 - Hospital Confinement – Automatic Benefit for the Insured

businessclass Assistance

Consistent with its philosophy of customer care ACE Insurance S.A.-N.V. (ACE) provides a number of additional assistance services for those who suffer Bodily Injury. These are automatically provided with the insurance cover and are summarised below.

At the inception of the Policy the Insured will, on request, receive a supply of businessclass Assistance cards bearing the telephone number to contact for all of the Information, Advice and Assistance services available.

If during a Period of Insurance an Insured Person sustains Bodily Injury as the result of an Accident the Insured and Insured Person may call *businessclass Assistance* for a number of information, advice and counselling services providing emotional support and practical advice, including, but not limited to the following:

1. Counselling

- a) Advice on the practical and emotional aspects of living with a long-term injury or disability.
- b) Following death, support and help for the bereaved family and colleagues to cope with the trauma of their loss.
- c) Support in dealing with the psychological impact of not being able to continue in employment due to injury and advice about finding more suitable employment.
- d) Identifying and managing stress.
- e) Providing information and details of organisations which provide face-to-face counselling.

2. Medical Advice

- a) Providing details of additional sources of information and societies who specialise in dealing with particular disabilities.
- b) Information on facilities available through Social Services.
- c) General medical advice which can reasonably be given on the telephone.
- d) How to obtain a second opinion.

3. Bereavement Advice

- a) Information on locating Wills, obtaining Grant of Probate or Letters of Administration or the need to consult a solicitor.
- b) Advice on how to register death, the duties of the Coroner and information on the documents required by the Registrar.
- c) Referral to a Funeral Director and advice on the practical details.

4. Legal Advice

- a) Advice where injury has been caused by the negligence of a third party.

5. Benefit Advice

- a) Information on entitlements to State Benefits.
- b) Advice on the financial implications of long term absence from work due to injury.

Consumer Protection Information

This Policy should be read carefully to ensure that it has been prepared in accordance with requirements. If there are any queries, these should, in the first instance, be directed to the intermediary who arranged this cover or directly to ACE. This Policy should be kept in a safe place - it may be needed for reference if a claim is to be made.

The Irish Insurance Federation

ACE is a member of the Irish Insurance Federation. The Federation, representing the insurance industry and working closely with the Irish Financial Services Regulatory Authority (IFSRA), in seeking to promote a fair and open, consumer-driven market, has agreed a minimum set of standards for member companies' dealings with their customers resident in the Republic of Ireland.

Data Protection

ACE Insurance S.A.-N.V. is part of the ACE Group of companies. It and the group companies will use information given together with other information for the administration of this Policy, the handling of claims and the provision of customer services. The information may also be disclosed to ACE's service providers and agents for these purposes. It may also be disclosed to the Insured's agents, where appointed.

The Insured has a right to request a copy of the information (for which ACE may charge a small fee) and to correct any inaccuracies. To make sure instructions are followed correctly and to improve ACE's service through staff training, telephone calls may be recorded.

Complaints Procedures

ACE is dedicated to providing a high quality service and wants to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this insurance:

- a) the intermediary (if any) who arranged this insurance should be contacted,
- b) alternatively, contact:

The Business Class Team
Accident and Health
ACE Insurance S.A.-N.V.
Ground Floor
Guild House
Guild Street
International Financial Services Centre,
Dublin 1.

Tel: (01) 636 9100
Fax: (01) 636 9111

quoting Policy details.

c) ACE is a member of the Insurance Ombudsman of Ireland Service (IOI), which may be approached for assistance in limited circumstances if there is still dissatisfaction with ACE's response.

The IOI's contact details are given below. A leaflet explaining the procedure is available on request.

Tel: 01 662 0899
Fax: 01 662 0890
Email: enquiries@ombudsman-insurance.ie
Website: www.ombudsman-insurance.ie/
Insurance Ombudsman of Ireland
32 Upper Merrion Street
Dublin 2

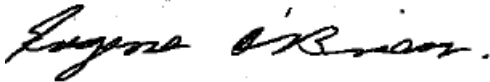
Insurance Agreement

The Insured (as specified in the Policy Schedule) and ACE Insurance S.A.-N.V. (ACE) agree that:

The Insured will pay the Premium as agreed.

ACE will subject to the terms, Conditions, Provisions and Exclusions of this Policy, provide the Insurance in the manner and to the extent provided in this Policy. All information supplied to ACE by the Insured shall be incorporated into and be the basis of this Policy.

Provided that this Policy shall not be operative unless countersigned on the Policy Schedule by an authorised representative of ACE.



Eugene O'Brien
Authorised Official

For ACE Insurance S.A.-N.V.

Conditions

1. This Policy shall be read together as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.
2. Any reference to the Republic of Ireland shall also mean an Insured Person's Country of Domicile for an Insured Person who is not domiciled in the Republic of Ireland.
3. The Insured shall give written notice within a reasonable time of any alteration in the Insured's business.
4. No sum payable by ACE under this Policy shall carry interest unless payment has been unreasonably delayed by ACE following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by ACE, it will be calculated only from the date of final receipt of such certificates, information or evidence.
5. ACE may cancel this Policy by giving thirty days written notice to the Insured at their last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and ACE shall promptly return any unearned portion of the premium paid.
6. Where the Insured or an Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy ACE reserves the right not to pay a claim.
7. The benefits under this Policy may not be assigned by the Insured. ACE shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.

8. This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the Insured.

9. It is hereby agreed between ACE and the Insured that this Policy shall be governed and construed in accordance with the Law of the Republic of Ireland and the Courts of the Republic of Ireland alone shall have jurisdiction in any dispute.

10. Only ACE and the Insured can enforce the terms of this Policy. No other party may benefit from this contract as of right. The Policy may be varied or cancelled without the consent of any third party.

11. The total benefit payable shall not exceed the maximum amount shown in the Schedule of Benefits for each Insured Person in respect of any one Event.

12. Any contributory degenerative condition or disability known by the Insured Person to be in existence at the time of sustaining Bodily Injury will be taken into account by ACE in assessing whether benefits are payable.

13. The appropriate stamp duty has been or will be paid to the Revenue Commissioners with the provisions of section 113 of the Finance Act 1990 as amended.

Claims Provisions

1. On the happening of any occurrence likely to give rise to a claim under this Policy notice shall be given to the Claims Service Team, ACE Insurance S.A.-N.V., Ground Floor, Guild House, Guild Street, International Financial Services Centre, Dublin 1. Tel:(01) 636 9100. Fax:(01) 636 9111 as soon as reasonably possible after the date of the occurrence.
2. The Insured shall at their own expense furnish to ACE such certificates, information and evidence as ACE may from time to time reasonably require in the form prescribed by ACE. ACE shall be allowed at its own expense, upon reasonable notice to the Insured, to request a medical examination of an Insured Person as appropriate.
3. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Insured or anyone acting on the Insured's behalf or by an Insured Person or any Insured Person's legal representatives to obtain benefit under this Policy ACE shall be under no liability in respect of such claim.
4. The Insured Person shall as soon as possible after the occurrence of any Accidental Bodily Injury or illness obtain and follow the advice of a Qualified Medical Practitioner and ACE shall not be liable for any consequences of the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
5. In the event of death of an Insured Person who is also the Insured, the benefit payable for death will be paid to the estate of such Insured/Insured Person.

Definitions

Accident shall mean a sudden, violent, external, unforeseen and identifiable event and the word accidental shall be construed accordingly.

Benefit Period shall mean the maximum (but not necessarily consecutive) period for which the Temporary Total Disablement benefit or Hospital Confinement benefit are payable in respect of any Insured Person for disablement due to any one Accident. The Benefit Period commences at the end of the Deferment Period, if any.

Bodily Injury shall mean injury which is caused solely by Accidental means and which independently of illness or any other cause within twenty-four calendar months from the date of the Accident caused the Insured Person's death or disablement or the incurring of Medical Expenses.

businessclass Assistance shall mean the telephone advice, information and counselling services available to the Insured and Insured Persons following Bodily Injury and organised by ACE.

Confinement shall mean admission to a Hospital as an inpatient following an Accident for a continuous period of 24 hours or more on the advice of and under the regular care and attendance of a Qualified Medical Practitioner

Deferment Period shall mean a period at the beginning of a period of temporary disablement during which benefits are not payable.

Event shall mean all instances of Bodily Injury 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 72 consecutive hours and within a 10-mile radius and no instance of Bodily Injury occurring outside such period and/or radius shall be included in that Event.

Hijack shall mean unlawful seizure or taking control of an aircraft or conveyance in which the Insured Person is travelling as a passenger.

Hospital shall mean 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.

Insured shall mean the person, firm, company or organisation named as the Insured in the Policy Schedule.

Insured Person shall mean any person or category of persons shown as being insured in the Schedule of Benefits.

Ireland shall mean the Republic of Ireland and (excluding Northern Ireland).

Loss of speech shall mean total and permanent loss of speech.

Loss of hearing shall mean total and permanent loss of hearing.

Loss of limb shall mean in respect of

1. an arm physical severance of the four fingers at or above the metacarpal phalangeal joints (where the fingers join

the palm of the hand) or the permanent total loss of use of an entire hand or arm; and

2. a leg physical severance or total loss of use above the level of the ankle (talo-tibial joint).

Loss of sight shall be deemed to have occurred:

1. 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.
2. 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 ACE is satisfied that the condition is permanent and without expectation of recovery.

Major Powers shall mean the United Kingdom, the United States of America, France, the Peoples Republic of China and the former constituents of the Union of Soviet Socialist Republics.

Period of Insurance shall mean the period between and inclusive of the dates shown From: and To: on the Policy Schedule commencing at 00.01 hours on the earliest date shown and expiring at midnight on the latest date shown.

Permanent Disabling Injury shall mean disability which has lasted for at least 12 months and which in ACE's opinion is beyond hope of recovery and will in all probability continue for the remainder of the Insured Person's life.

Premium shall mean the amount shown on the Policy Schedule in respect of the specified Period of Insurance or any amount which subsequently becomes due as a result of alteration, adjustment or renewal of the Policy.

Qualified Medical Practitioner shall mean a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice other than:

1. an Insured Person, or
2. a member of the immediate family of the Insured or of an Insured Person.

Temporary Total Disablement shall mean temporary disablement which entirely prevents the Insured Person from engaging in their usual occupation.

War shall mean armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

Exclusions

1. ACE shall not be liable for Bodily Injury loss or expense resulting from:
 - a) the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury.
 - b) the Insured Person engaging in aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft.
 - c) 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.
 - d) War, whether declared or not:
 - (i) in the Republic of Ireland or the Insured Person's Country of Domicile.
 - (ii) between any of the Major Powers.
 - (iii) in Europe in which one or more of the Major Powers or their armed forces are engaged.
 - (iv) in Europe involving forces acting for any international authority.
 - e) an Insured Person travelling to a country which is or whose armed forces are engaged in War within its own borders where that part of a journey commences after the outbreak of such War.
2. ACE shall not be liable for payment of any benefit, loss or expense for Bodily Injury:
 - a) suffered or incurred after the expiry of the Period of Insurance during which the Insured Person attains the age of seventy-five years.
 - b) to any Insured Person who is a professional sportsperson or professional entertainer.
 - c) which results from the Insured Person suffering from sickness or disease not directly resulting from Bodily Injury.
3. ACE shall not be liable for:
 - a) Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.
 - b) Post Traumatic Stress Disorder or any psychological or psychiatric condition.

Injury

If during a Period of Insurance an Accident occurs and causes Bodily Injury to an Insured Person ACE will pay up to the amount shown in the Schedule of Benefits for:

1. **Death**
2. **Permanent Disabling Injuries**

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

Scale of Benefits

A. Loss of two or more limbs	100%
B. Loss of sight in both eyes or, Loss of speech or Loss of hearing in both ears	100%
C. Total Loss of intellectual capacity	100%
D. Loss of one limb	50%
E. Loss of sight in one eye	25%
F. Loss of hearing in one ear	10%
G. Total loss of use of:	
a. the back or spine below the neck with no damage to the spinal cord	20%
b. the neck or cervical spine with no damage to the spinal cord	15%
c. a shoulder, elbow or wrist	12.5%
d. a hip, knee or ankle	10%
H. Loss of or total loss of use of:	
a. a foot below the level of the ankle (talo-tibial joint)	25%
b. a thumb	10%
c. a forefinger or big toe	7.5%
d. any other finger	5%
e. Any other toe	2%
I. Payment for any Permanent Disabling injury not noted above will be calculated on a medical assessment by ACE of the degree of disability relative to this scale. No account shall be taken of the Insured Person's occupation.	

Provided that:

- a) The total amount payable shall not exceed 50% of the amount shown in the Schedule of Benefits for each Insured Person in respect of any one Accident (other than for claims payable under Benefits A, B and C when the amount shall not exceed 100%).
- b) If benefit is payable for Loss of a limb then benefit for parts of that limb cannot also be claimed.

3. Temporary Total Disablement

4. Hospital Confinement

Medical Expenses

This insurance is extended to include Medical Expenses up to 5% of the benefit paid for death and Permanent Disabling Injuries or 15% of the total amount paid for Temporary Total Disablement, whichever is the greater, but subject to a maximum of €15,000 for each Insured Person.

Hospital Confinement - Automatic Benefit

If an Insured Person suffers Bodily Injury as the result of an Accident and is confined to Hospital as an In-patient for a period of at least seven consecutive days ACE will pay the Insured a single amount of €750.

Aggregate Limit of Liability

ACE shall not be liable for any amount in excess of the amount shown in the Schedule of Benefits for any one Event. If the aggregate amount of all benefits payable under this Section exceeds that amount the benefit payable for each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the Aggregate Limit. Where there is more than one Schedule showing Benefits, the Aggregate Limit of Liability shall apply collectively and not to each one individually.

Disappearance

If an Insured Person disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such Insured Person has died as a result of Bodily Injury, the death Benefit shall become payable subject to a signed undertaking given by the Insured that if the belief is subsequently found to be wrong such death Benefit shall be refunded to ACE.

Exposure

If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to the elements ACE will consider it as having been caused by an Accident.

ACE Insurance S.A.-N.V.
Ground Floor
Guild House
Guild Street
International Financial Services Centre
Dublin 1.

Tel: (01) 636 9100
Fax: (01) 636 9111
www.aceeurope.com