

SPECIALTY MARKETS

PERSONAL ACCIDENT POLICY

Provided that the premium has been paid in the required manner, Chartis Insurance Ireland Limited (hereinafter referred to as "the *Company*") will provide the insurance detailed in this policy and *Schedule* and in any attached memoranda or endorsements for the *Period of Insurance*. This Policy will not be in force unless it is signed by a person authorised by the *Company*.

Signed for and on behalf of



Sean Hehir
Managing Director

Chartis Insurance Ireland Limited
Chartis House, Merrion Road, Ballsbridge, Dublin 4

Registered Number: 53654

The appropriate Stamp Duty has or will be paid to the Revenue Commissioners in accordance with the provisions of Section 19 of the Finance Act 1950 amended.

Chartis Insurance Ireland Limited
SPECIALTY MARKETS Personal Accident Policy
Policy Schedule

Chartis Insurance Ireland Limited		Policy Number: PAA62052	
<i>Insured:</i>	Irish Veteran Cyclist Association Limited		
<i>Address :</i>	C/o 8 Prince of Wales Street Bray Co Wicklow		
<i>Broker:</i>	O'Leary Insurances		
<i>Risk Description:</i>	Cyclists Association		
<i>Period of Insurance:</i>	From: 01 November 2010 To: 31 October 2011 Renewal Date:	And for any subsequent period for which a premium is paid and accepted.	Renewal Premium: Levy @ 3.00% Total Payable: Adjustable:
Any One Accident Limit			
Scheduled Aircraft Accumulation Limit			
		€635,000	
		€N/A	
<i>Non - Scheduled Aircraft Accumulation Limit</i>		€N/A	

Category:	A		
Insured Persons:	All registered members of the Insured		
Operative Time:	Whilst an Insured Person is mounting onto, dismounting from and riding a bicycle		
ITEM No		SUM INSURED	
SECTION A - PERSONAL ACCIDENT			
1.	Accidental Death	€65,000.00	
2.	Loss of Sight in one eye or Loss of Limb (one)	€65,000.00	
3a.	Loss of Sight in both eyes or Loss of Limb (two or more)	€65,000.00	
3b.	Loss of Speech	€65,000.00	
3c(i)	Loss of Hearing in both ears	€65,000.00	
3c(ii)	in one ear	25% of Item 3c(i)	
4.	Permanent Total Disablement	€65,000.00	
SECTION B - WEEKLY INJURY BENEFITS			
5.	Temporary Total Disablement (if you are an Income earner) Deferment Period: 14 days or 28 days if Mountain Biking	€500.00 per week or 75% of Income, whichever is less	
SECTION C - MEDICAL EXPENSES			
6.	Medical Expenses incurred as a result of an accident occurring during the Operative Time	€2,000.00	



Authorised By: _____ Date: 08 November 2010

For and on behalf of **Chartis Insurance Ireland Limited**,
 Chartis Insurance Ireland Limited is regulated by the Central Bank of Ireland

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Policy Definitions

Certain words in this policy have a specific meaning. They have this specific meaning wherever they appear in the policy, schedule, endorsements or memoranda and are shown in italic print. They are described in the policy definitions and in the definitions within certain sections of the policy.

Any One Accident Limit

The maximum amount the *Company* will pay in the aggregate under this and any other Policy of Personal Accident Insurance issued by the *Company* in the *Insured's* name in respect of all *Insured Person's* suffering accidental bodily injury in the same accident or series of accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance.

Child or Children

Any person who is unmarried and under 18 years of age.

Company

Chartis Insurance Ireland Limited.

Injury

A bodily injury resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause not including any pre-existing physical or congenital condition (except sickness directly resulting from medical or surgical treatment rendered necessary by such injury).

Insured

The insured company, organisation or individual shown in the *Schedule*.

Insured Person

Any person shown in the *Schedule*.

Non-Scheduled Aircraft Accumulation

The maximum amount the *Company* will pay in the aggregate under this and any other Policy of Personal Accident Insurance issued by the *Company* in the *Insured's* name in respect of all *Insured Persons* suffering accidental bodily injury in the same aircraft accident (this not being a *Scheduled Aircraft* accident) or series of aircraft accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance.

Operative Time

The period of time during which the *Insured* or an *Insured Person* is covered by this policy (as outlined in the *Schedule* and described later in this policy wording).

Period of Insurance

The period shown in the *Schedule*.

Schedule

The document showing details of the cover the *Insured* has bought.

Scheduled Aircraft

An aircraft which flies from an internationally recognised airport on a published schedule and which has more than 18 seats.

War

War means any activity arising out of or attempt to participate in the use of military force between nations and will include civil war, revolution and invasion.

General Policy Conditions

1. Acceptance of Benefit

If the *Company* has paid a claim under this policy and the *Insured* or *Insured Person* has accepted payment then the *Company* will not have to make any further payments for the same claim.

2. Assignment

This policy may not be assigned unless otherwise agreed by the *Company* in writing.

3. Cancellation of Cover

The *Company* can cancel this Policy by giving 30 days written notice to the *Insured* at the *Insured's* last known address.

The *Insured* can cancel this Policy by giving 30 days written notice to the *Company*:
The Accident & Health Manager, Chartis Insurance Limited, Chartis House,
Merrion Road, Ballsbridge, Dublin 4.

If this happens, provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this policy, the premium for the period up to the date when the cancellation takes effect will be calculated and any unearned portion of the premium paid will be returned, subject to a minimum retention by the *Company* of one third of the annual premium.

An *Insured Person* has no rights of cancellation under this policy.

4. Claims Evidence

The *Insured* must provide at its own expense all reasonable and necessary evidence (including post-mortem examinations) in support of a claim. An *Insured Person* must undergo any reasonable medical examinations in connection with any claim as the *Company* may require at its own expense

5. Claims Notification

The *Insured* or *Insured Person* must tell the *Company* as soon as possible of any potential claim.

How to give notice and report a claim

Notice of a claim or of circumstances which may result in a claim shall be given in writing to Chartis Insurance Ireland Limited, The Accident & Health Claims Department at Chartis House, Merrion Road, Ballsbridge, Dublin 4. If posted the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.

The *Insured* or the *Insured Person* shall:

- a. give written notice to the *Company* of any potential claim as soon as practicable at the above address; and
- b. provide the *Company* with all requested information and documents and co-operate with the *Company* in all matters relating to the claim and as outlined in the clause 4.

6. Failure to comply with policy conditions

Where the *Insured* or *Insured Person* does not comply with any obligation to act in a certain way specified in this policy, this may prejudice the *Insured* or *Insured Person's* position to recover under any claim.

7. Interest on Benefit Payable

The *Company* will not pay interest on any benefit payable.

8. Law and Jurisdiction

This policy will be governed by the laws of the Republic of Ireland whose courts alone shall have jurisdiction in any dispute.

9. Notices

Any notice served by the *Insured* or *Insured Person* under this policy must be sent to the following address unless otherwise agreed in writing by the *Company*:

The Accident & Health Manager, The Accident & Health Department, Chartis Insurance Ireland Limited, Chartis House, Merrion Road, Ballsbridge, Dublin 4

10. Other Interests

No person other than the *Insured* or *Insured Person* is entitled to make a claim under this policy.

11. Age Limitations

The company will not pay for any benefit arising from a claim which happens to an *Insured Person* unless at the date of such *Injury* the *Insured Person* is between the ages set out in the *Schedule*.

12. Premium Payment

The *Insured* will pay premiums as noted on the *Schedule* and supply information in the form and at frequency required by the *Company*.

13. Information Provided

All certificates, information and evidence required by the *Company* shall be furnished at no expense to the *Company* and shall be in such a form and of such nature as the *Company* may prescribe.

14. Fraud

Any fraud, deliberate dishonesty or hiding information connected with a claim, will make this policy invalid.

If this happens, the *Insured* or *Insured Person* will lose any benefit due to them and they must pay back any benefit that the *Company* have already paid.

If this happens the *Company* will not refund any premiums.

15. Helmet Warranty

It is a condition of cover applying under this policy that *Insured Persons* must wear a suitable cycling helmet at all times when cycling.

General Policy Exclusions

The *Company* will not pay any claim which is directly or indirectly caused by or arising from:

1. *War*, insurrection, use of military power or usurpation of government or military power.
2. Intentional self-inflicted injury, suicide or attempted suicide.
3. Any criminal or illegal act under the laws of the Republic of Ireland
4. An *Insured Person* engaging in any aerial activity, except as a passenger in an aircraft licensed to carry passengers.
5. Engaging in any professional sports.
6. Driving a mechanically propelled vehicle or riding in any kind of race.
7. *Injury* which is the result of or is contributed to by:
 - a. sickness or disease (not resulting from *Injury* covered by this policy), or
 - b. any naturally occurring condition or degenerative process, or
 - c. any gradually operating cause.
8. Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection.
9. Any post-traumatic stress disorder, psychological or psychiatric illness or condition.

Disputes and Complaints

Every effort is made by the *Company* to ensure that the *Insured* or *Insured Person* receives a high standard of service. If the *Insured* or *Insured Person* is not satisfied with the service they have received, they should contact the Accident & Health Manager at Chartis Insurance Ireland Limited. If, after such contact, they remain dissatisfied, they should write to the Customer Complaints Officer at Chartis Insurance Ireland Limited, Chartis House, Merrion Road, Ballsbridge, Dublin 4, Telephone (01) 2081446.

If the complaint is not resolved to their satisfaction, they should contact the Managing Director, Chartis Insurance Ireland Limited, Chartis House, Merrion Road, Ballsbridge, Dublin 4.

At any stage, the Insured Person may contact any of the following:

The Irish Insurance Federation, 39 Molesworth Street, Dublin 2 Tel: (01) 6761820 Fax (01) 6761943

The Financial Regulator, P.O. Box 9138 College Green, Dublin 2 Tel: (01) 4104000 Fax (01) 4104900

The Financial Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 Tel: (01) 6620899 Fax (01) 6620890

Arbitration

All differences arising out of this policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed by each of the parties within one calendar month after having been required in writing to do by either of the parties or in the case of disagreement between the Arbitrators to the decision of an umpire appointed in writing by the Arbitrators before entering upon the reference. The umpire will sit with the Arbitrators and preside at their meeting and the making of an award shall be a condition precedent to any right of action against the *Company*. If the *Company* shall disclaim liability for any claim and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not be thereafter recoverable hereunder.

Section A – Personal Accident

If an *Insured Person* sustains an *Injury* during the *Operative Time* which within two years solely and independently of any other cause results in death or disablement, the *Company* will pay the *Insured* or the *Insured Person* the amount appropriate to the benefit shown in the table below, The percentage shown in the table below applies to the Sum Insured stated in the *Schedule*.

Section A – Accidental Death & Catastrophic Injuries		
Item No.	Description	Sum Insured
1.	Accidental Death.	100%
2.	<i>Loss of Sight</i> in one eye or <i>Loss of Limb</i> (one)	100%
3a.	<i>Loss of Sight</i> in both eyes or <i>Loss of Limb</i> (two or more)	100%
3b.	<i>Loss of Speech</i>	100%
3c(i).	<i>Loss of Hearing</i> – in both ears	100%
3c(ii)	in one ear	25% of 3c(i)
4.	<i>Permanent Total Disablement</i>	100%

Definitions Applicable to Section A:

Permanent Total Disablement

Permanent total disablement which totally prevents in *Insured Person* from working in gainful employment of any and every kind which in all probability will continue for the remainder of their natural life.

Loss of Hearing

Total and permanent loss of hearing resulting in the *Insured Person* being classified as *Profoundly Deaf*

Loss of Limb

In the case of a leg:

- a. loss by permanent physical severance at or above the ankle or
- b. permanent and total loss of use of a complete foot or leg.

In the case of an arm:

- a. loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or
- b. permanent and total loss of use of a complete arm or hand.

Loss of Sight

Permanent and total loss of sight:

- a. in both eyes if the *Insured Person's* name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- b. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what the *Insured Person* should see at 60 feet.)

Loss of Speech

Total and permanent loss of the ability to speak

Profoundly Deaf

The inability to hear sounds when tested by a qualified audiologist quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz.

Provisions Applicable To Section A:

1. If an *Insured Person* disappears and after a suitable period of time it is reasonable to believe that death resulted from an *Injury*, the benefit as shown in the *Schedule* will be paid providing the *Insured* signs an agreement that if it later transpires that an *Insured Person* has not died, any amount paid will be refunded to the *Company*.
2. Death or disablement resulting from exposure to severe weather conditions will be considered to have been caused by accidental bodily injury.
3. The benefit under Item 1 Section A for an *Insured Person* who is a *Child* will be limited to €12,700 or the amount shown in the *Schedule* whichever is the lower amount.
4. If an *Insured Person* is covered under Item 1 Section A but the benefit payable is less than for Items 2 – 4 Section A, the *Company* will not pay more than the amount of the Accidental Death benefit if an *Injury* does not immediately result in death until at least 13 weeks after the date of the accident.
5. If an *Insured Person* is not covered under Item 1 Section A the *Company* will not pay for Items 2 - 4 Section A until at least 13 weeks after the date of the accident, and the *Company* will only then pay if the *Insured Person* has not in the meantime died as a result of the accident.
6. The *Company* will not pay for more than one of the benefits in Section A in respect of the same *Injury*.
7. Item 4 will not apply after *Insured Person* reaches 65years of age. Items 2 – 3 will reduce by 50% upon an *Insured Person* reaching the age of 75years

Section B – Weekly Injury Benefits

If an *Insured Person* sustains an *Injury* during the *Operative Time* which within two years solely and independently of any other cause results in *Temporary Total Disablement* the *Company* will pay the *Insured* or the *Insured Person* the amount appropriate to the benefit shown in the table below.

The percentage shown in the table below applies to the Sum Insured stated in the *Schedule*.

Section B – Weekly Injury Benefits		
Item No.	Description	Sum Insured
5.	<i>Temporary Total Disablement</i> if you are an <i>Income earner</i> .	As per <i>Schedule</i> .

Definitions Applicable to Section B:

Benefit Period

The maximum period of *Temporary Total Disablement* during which the benefit under Item 5, Section B on the *Schedule* is payable.

Deferment Period

The initial period of *Temporary Total Disablement* during which the benefits under Item 5, Section B on the *Schedule* is not payable.

Income

The *Insured Persons* gross earned weekly income, averaged over the period of 52 weeks immediately preceding the commencement of the *Temporary Total Disablement*, not including any amount received as commission, bonus, overtime, expenses, an allowance or government benefit.

Medical Practitioner

Any suitably qualified medical practitioner registered under the Irish Medical Practitioners Act 1978 and with the General Medical Council to practise medicine other than:

- a. An *Insured Person*
- b. A member of the immediate family of the *Insured Person*
- c. An employee of the *Insured*

Temporary Total Disablement

Temporary inability of the *Insured Person* to engage in their usual occupation or business duties which they are paid to perform by their employers.

Exclusions Applicable To Section B:

Benefits shall not be payable:

- a. For longer than the total *Benefit Period* as stated on the *Schedule*.
- b. During the *Deferment Period* stated in the *Schedule*, calculated from the commencement date of the *Injury*.

- c. In excess of 75% of the *Insured Person's Income*.
- d. Unless the *Insured Person*, as soon as possible after the happening of the *Injury* giving rise to a claim under this Policy follows the advice of a *Medical Practitioner*.
- e. To an *Insured Person* aged 65 years or older.
- f. To an *Insured Person* not being in gainful employment at the time of an *Injury* giving rise to a claim.

Provision Applicable to Section B:

Recurrence of Temporary Total Disablement

If an *Insured Person* receives compensation under Item 5 Section B and while this Policy is in force suffers a recurrence of *Temporary Total Disablement* from the same or related causes within 6 consecutive months of their return to their occupation on a full time basis, the *Company* will consider such disablement to be a continuation of the prior claim period.

The period of recurring disablement will be aggregated with the prior claim period and will not be subject to a new *Deferment Period*.

Section C – Medical Expenses

If an *Insured Person* sustains an *Injury* during the *Operative Time* which within two years solely and independently of any other cause results in the incurring of *Medical Expenses*, the *Company* will pay the *Insured* or the *Insured Person* the amount appropriate to the benefit shown in the table below.

The percentage shown in the table below applies to the Sum Insured stated in the *Schedule*.

Section C – Medical Expenses		
Item No.	Description	Sum Insured
6.	<i>Medical Expenses</i> incurred as a result of an accident occurring during the <i>Operative Time</i> as outlined in the <i>Schedule</i>	€2,000

Definitions Applicable to Section C:

Medical Expenses

Means expenses, not recoverable from any other source, necessarily and properly incurred by an *Insured Person* within two years of the date of *Injury* for medical, *Hospital*, surgical, *Dental*, x-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

Expenses incurred within two years of the date of *Injury* for treatment which either takes place or is expected to take place after the expiry of the two years from the date of *Injury* are not medical expenses for the purpose of this insurance.

Dental expenses shall mean emergency treatment necessary to restore or replace sound natural teeth lost or damaged as a result of an accident which is received in a dental surgery on in an Accident & Emergency department of a *Hospital* by a *Dental Practitioner* or *Medical Practitioner* within 48 hours of the accident.

Medical Practitioner

Any suitably qualified medical practitioner registered under the Irish Medical Practitioners Act 1978 and with the General Medical Council to practise medicine other than:

- a. An *Insured Person*
- b. A member of the immediate family of the *Insured Person*
- c. An employee of the *Insured*

Dental Practitioner

Any suitably qualified dental practitioner registered under the Irish Dental Council in the Republic of Ireland other than:

- a. An *Insured Person*.
- b. A member of the immediate family of the *Insured Person*.
- c. An employee of the *Insured*.

Hospital

An institution which meets all of the following requirements:

- a. holds a licence as a hospital (where licensing is required);
- b. operates primarily for the reception, care and treatment of sick and injured persons as in-patients;
- c. provides 24 hours a day nursing services by registered or graduate nurses;
- d. has a staff of one or more licensed physicians available at all times;
- e. provides organised facilities for diagnosis and major surgical facilities; and
- f. is not primarily a clinic, nursing, rest, or convalescent home, a rehabilitation centre, an extended care facility or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts.

Exclusions Applicable to Section C:

Benefits shall not be payable :

- a. In respect of the first €75 each and every claim.
- b. In respect of any expenses incurred for physiotherapy expenses.
- c. In respect of cosmetic surgery.
- d. In respect of any costs incurred in providing repairs to dentures or artificial teeth or any dental work involving use of precious metals