

POLICY DOCUMENT

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# PREMIER PLUS PERSONAL ACCIDENT PLAN



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Insurance made easy.

# PREMIER PLUS PERSONAL ACCIDENT PLAN

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This plan is underwritten by Maiden Life Försäkrings AB (Maiden Life).

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 074 9161868\*.

Once again thank you for choosing our Personal Accident Plan.

## CONTACT OUR CLAIMS HELPLINE

**☎ 01 623 8471\***

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\* Calls are recorded for training and monitoring purposes, and a record kept for regulatory purposes.

### POLICY DETAILS

Please write your policy details in the spaces below; 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 Maiden Life.

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 **our** helpline on 074 9161868\*.

The policy is underwritten by Maiden Life Försäkrings AB, Klarabergsviadukten 70, Box 70396, 107 24, Stockholm, Sweden and administered by APRIL Ireland, Suite 211, 3013 Lake Drive, Citywest Business Campus, Dublin 24.

\* Calls are recorded for training and monitoring purposes, and a record kept for regulatory purposes.

## 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:

- living and present in the Republic of Ireland; and
- 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:

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

Unless **your partner** is legally married to **you**, or is **your** legally registered civil **partner**, **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:

- under the age of 18 (or 23 years of age if in full time education); and
- 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, 3013 Lake Drive, Citywest Business Campus, Dublin 24 or call the customer service helpline on 074 9161868\*

\* Calls are recorded for training and monitoring purposes, and a record kept for regulatory 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** or **accidental death**.

**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.

**Accidental Death** – means death that occurs by way of an **accident** solely as a result of **bodily injury** and independently of any other cause.

**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**.

**Claim Handler** – Davies Ireland is the trading name of Garywn Ireland Limited, company number 279634 having its registered office at Block 10B, Beckett Way, Park

West Business Park, Nangor Road, Dublin 12, Ireland.

**Disability** – means a state of incapacity resulting solely from an **accident**.

**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.

**Hospitalisation** – means staying in a **hospital** for a continuous period of at least 24 hours to receive treatment or care on the advice of a **doctor** because of an **accident**.

**Individual Cover** – means the cover provided to **you** as an individual under this policy.

**Insurer** – means Maiden Life Försäkrings AB, registered in Sweden under number 516406-0468, whose registered office is at Klarabergsviadukten 70, Box 70396, 107 24, Stockholm, Sweden. Maiden Life is authorised in Ireland via the European Union Freedom of Services regime.

**Loss of Hearing or Speech** – means total, permanent and irrecoverable **loss of hearing** or **speech** caused by an **accident**.

**Loss of Sight** – means total, permanent and irrecoverable **loss of sight** caused by an **accident**.

**Loss of Use of Limb(s)** – means total, permanent and irrecoverable loss of use or loss by physical separation of the affected limb at or above the wrist or ankle caused by an **accident**.

**Loss of Use of a Shoulder, Elbow, Wrist, Hip, Knee or Ankle** – means total, permanent and irrecoverable

loss of movement of the affected joint caused by an **accident**.

**Loss of Use of a Thumb, Finger or Toe** – means total, permanent and irrecoverable loss of use or loss by physical separation of the entire thumb, finger or toe caused by an **accident**.

**Paraplegia** – means total permanent and irrecoverable paralysis of the lower body including the legs caused by an **accident**.

**Partner** – means **your** legally married spouse, or **your** legally registered civil **partner**, 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**.

**Permanent Brain Damage** – means damage to the brain caused by an **accident** which medical evidence confirms will last for the rest of a person's life and which permanently stops him or her from doing any paid job for remuneration or profit which his or her experience, education or training reasonably qualifies him or her to do.

**Permanent Total Disability** – means total and permanent **disability** caused by an **accident** (other than **loss of sight, loss of speech, loss of hearing, loss of limb, loss of shoulder, elbow, hip, knee, thumb, wrist, ankle, finger or toe**) which medical evidence confirms will last for the rest of a person's life and which permanently stops him or her from doing any paid job for remuneration or profit which his or her experience, education or training reasonably qualifies him or her to do.

**Quadriplegia** – means total permanent and irrecoverable paralysis of all four limbs caused by an **accident**.

**Start Date** – is the date stated in the schedule.

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

- the use of threat of force and/or violence; and
- 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** – Maiden Life Försäkrings AB, registered in Sweden under number 516406-0468, whose registered office is at Klarabergsviadukten 70, Box 70396, 107 24, Stockholm, Sweden. Maiden Life is authorised in Ireland via the European Union Freedom of Services regime.

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

## 4 WHAT YOU HAVE TO PAY

### 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** or in the event of **your accidental death** benefits will be paid to **your** legal personal representative.

### 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** or **accidental death** 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 distribution of a new updated schedule. The effects of **bodily injury** covered under this policy are those shown in the following table of benefits.

TABLE OF BENEFITS	Bronze		Silver		Gold	
	Adult	Child	Adult	Child	Adult	Child
In the event of an accident causing:						
1.1 Permanent total disability as a result of travelling as a fare paying passenger	€100,000	€10,000	€150,000	€15,000	€200,000	€20,000
1.2 Permanent total disability as a result of any other accident	€50,000	€5,000	€75,000	€7,500	€100,000	€10,000
2 Loss of sight in both eyes	€50,000	€5,000	€75,000	€7,500	€100,000	€10,000
3 Loss of sight in two limbs	€50,000	€5,000	€75,000	€7,500	€100,000	€10,000
4 Quadriplegia	€50,000	€5,000	€75,000	€7,500	€100,000	€10,000
5 Paraplegia	€50,000	€5,000	€75,000	€7,500	€100,000	€10,000
6 Permanent brain damage	€50,000	€5,000	€75,000	€7,500	€100,000	€10,000
7 Loss of sight in one eye	€25,000	€2,500	€37,500	€3,750	€50,000	€5,000
8 Loss of use of one limb	€25,000	€2,500	€37,500	€3,750	€50,000	€5,000
9 Loss of speech	€25,000	€2,500	€37,500	€3,750	€50,000	€5,000
10 Loss of hearing in both ears	€25,000	€2,500	€37,500	€3,750	€50,000	€5,000
11 Loss of hearing in one ear	€5,000	€500	€7,500	€750	€10,000	€1,000
12 Loss of use of: • a shoulder or elbow • a wrist, thumb, hip, knee or ankle • any finger or big toe • any other toe	€10,000 €7,500 €2,500 €1,250	€1,000 €750 €250 €125	€15,000 €11,250 €3,750 €1,875	€1,500 €1,125 €375 €187.50	€20,000 €15,000 €5,000 €2,500	€2,000 €1,500 €500 €250
13 Daily hospitalisation benefit*	€50 per day	€25 per day	€75 per day	€37.50 per day	€100 per day	€50 per day
14 Lump sum hospitalisation benefit following 14 days continuous hospitalisation	€500	€250	€750	€375	€1,000	€500
15 Anterior cruciate ligament injury	€750	€375	€1,125	€562.50	€1,500	€750
16 Accidental death	€25,000	€2,500	€37,500	€3,750	€50,000	€5,000
17 Burns and permanent scarring	€5,000	€2,500	€7,500	€3,750	€10,000	€5,000
18 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 will pay may be restricted or limited. Please see clause 5.4 (Permanent total disability, quadriplegia or paraplegia); clause 5.5 (Hospitalisation) and clause 6 (Maximum benefits and restrictions on benefits). Certain accidents are not covered, please see clause 7 (What you are not covered for).

\* Excluding the first 24 hours and up to a maximum of 45 days in hospital.

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

\*\*\* Excludes all fingers and toes

### 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.

### 5.4 PERMANENT TOTAL DISABILITY, QUADRIPLÉGIA OR PARAPLEGIA

If **you** are claiming for **permanent total disability, quadriplegia, paraplegia or permanent brain damage** (Benefits 1.1, 1.2, 4, 5 and 6), assessment of eligibility for the benefit (and any benefit arising) will be delayed for 12 months from the date **your** claim is received by **us** so that an independent **doctor** of **our** choice can assess **your** claim. However if it is shown by medical evidence that the **disability** is total and permanent, then **we** may pay a benefit before the end of the 12 months.

### 5.5 HOSPITALISATION

The daily benefit rate shown in the table of benefits (Benefit 13):

- is for each complete 24 hour period in **hospital**;
- excludes the first 24 hours in **hospital** for any one **accident**;
- is subject to a maximum of 45 days in **hospital** for each **accident**.

A single lump sum payment benefit (Benefit 14) will be made in addition to the daily **hospitalisation** benefit after 14 continuous days in **hospital**. Only one lump sum payment will be paid for the same **accident**.

## 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 the **loss of sight in both eyes benefit** (Benefit 2) in the table of benefits relevant to the level of cover **you** have taken out (i.e. Bronze, Silver or Gold). When this limit has been reached, **we** will not pay any further benefit and the policy will end (see clause 8).

This limit does not apply to a claim for **permanent total disability** whilst travelling as **fare paying passenger** (Benefit 1.1). In that case, provided the maximum benefit limit referred to within this clause have not been reached, the maximum benefit **we** will pay for all claims under this policy is a sum equal to Benefit 1.1. In the event of a claim by **you** under Benefit 1.1 any other sums paid to **you** or due to be paid to **you** under this policy before **your** claim will be deducted from the amount due to **you** under Benefit 1.1.

#### 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 twice the **loss of sight** in both eyes benefit (Benefit 2). When this limit has been reached, **we** will not pay any further benefit under this cover, and the policy will end (see clause 8).

6.1.3 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 a sum equal to the **loss of sight** in both eyes benefit (Benefit 2). When this limit has been reached, **we** will not pay any further benefit in respect of that person, and cover under this policy will end for that person. Subject to clause 6.1.1 and 6.1.2, cover will however continue for any other person covered under the policy who has not yet reached this maximum limit. These limits of cover do not apply to a claim for **permanent total disability** whilst traveling as a **fare paying passenger** (Benefit 1.1). In that case, provided the maximum benefits limit referred to within this clause have not been reached, the maximum total benefits **we** will pay for all claims under this policy is a sum equal to twice Benefit 1.1. In the event of a claim under Benefit 1.1 any other sums paid or due to be paid in respect of the person suffering the **accident** under this policy before the claim will be deducted from the amount due under Benefit 1.1.

#### 6.1.4 WHERE DEATH FOLLOWS WITHIN 12 MONTHS OF AN ACCIDENT

If **we** have paid an earlier benefit under Benefits 7-14 and the person who has suffered the **accident** then dies within 12 months as a result of the same **accident**, **we** will reduce the sum **we** pay for **accidental death** by the amount of any earlier payment for that **accident**.

#### 6.1.5 WHERE WE HAVE PAID AN EARLIER BENEFIT OR YOU ARE CLAIMING FOR MULTIPLE BENEFITS

Where **we** have made payment under Benefit 12, the amount payable under Benefit 1.1, 1.2, 3, 4, 5, and 8 in respect of any subsequent **bodily injury** to the same limb will be reduced by the amount(s) already paid. If **you** have claimed benefit for **loss of use of limb(s)** (Benefit 3, 4, 5 and 8) then **we** will not pay benefit for loss of use of other parts of that limb (Benefit 12). If **you** claim benefit for loss of use of more than one part of a limb (Benefit 12) then the total amount **we** will pay for all parts of one limb will not exceed the benefit payable for loss of use of the whole limb (Benefit 3, 4, 5 and 8).

Where **we** have made payment under Benefits 7-15,17 or 18, the amount payable under Benefit 1-6 in respect of any subsequent **bodily injuries** will be reduced by the amount(s) already paid.

## 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 YOU ARE NOT COVERED FOR

**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

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

- **You** die (this will not prevent a claim for **accidental death** being made)
- **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

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

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 MAIDEN LIFE CANCEL OR CHANGE THE TERMS OF MY POLICY?

**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** may issue a cancellation letter and **we** may 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.

**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 Services and Pensions Ombudsman
- 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 074 9161868\* and **we** will amend **your** policy.

\* Calls are recorded for training and monitoring purposes, and a record kept for regulatory 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.

## 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

Both **you** and **we** are free to choose the law applicable to this policy. Unless specifically agreed to the contrary prior to the policy commencement date, this policy shall be subject to Irish Law. The EEA State for the purposes of the policy is the Republic of Ireland.

### INSURANCE COMPENSATION FUND

Maiden Life Försäkrings AB contributes to the Insurance Compensation Fund. **You** may be entitled to compensation from the Fund if Maiden Life is unable to meet its obligations to **you** under this contract. Further information can be obtained from the Central Bank of Ireland.

### 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.

**You** or **your** representative should contact Davies Ireland:

- by email to maidenlife@davies-group.com
- by telephone to 01 623 8471
- by post to Block 10B, Beckett Way, Park West Business Park, Nangor Road, Dublin 12, Ireland.

The claim form must be filled in and sent to **our Claim Handler** 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

#### 1 POLICY SALE OR ADMINISTRATION

If **you** have a complaint about the sale or administration of **your** policy, please contact APRIL Ireland, Suite 211, 3013 Lake Drive, Citywest Business Campus, Dublin 24 and **you** will be provided with details of their complaints procedure. APRIL Ireland is authorised and regulated by the Central Bank of Ireland, Reference Number C29542.

#### 2 TERMS OF THE POLICY

If **you** have a complaint about the terms of the policy or about claims handling, then please write to: Maiden Life Försäkrings AB, c/o Maiden Global Holdings Ltd, Albion House, The Valley Centre, Gordon Road, High Wycombe, Buckinghamshire, HP13 6EQ, telephone +44 1494 687599, or email customer.relations@maideniis.com.

#### 3 CLAIMS HANDLING

If **you** have a complaint about the handling of **your** claim, then please write to the Compliance Officer c/o Davies Ireland, Block 10B, Beckett Way, Park West

Business Park, Nangor Road, Dublin 12, Ireland, telephone 01 623 8444, or email complaints.ireland@davies-group.com.

## 4 FINANCIAL SERVICES AND PENSION OMBUDSMAN

If **your** complaint addressed to any of the above parties is not resolved to **your** satisfaction, **you** may contact the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Tel: (01) 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

The Financial Services and Pensions Ombudsman has been set up by law to help settle individual disputes between consumers and financial firms. They can decide if **we** have acted wrongly and if **you** have lost out as a result. If this is the case they will tell **us** how to put things right and whether this involves compensation. Their service is independent and free of charge. The decision of the Financial Services and Pensions Ombudsman is binding on both parties. The decision may be appealed to the High Court by either party.

### 15 DATA PRIVACY

Please visit [www.maidenlg.com/privacy\\_notice](http://www.maidenlg.com/privacy_notice) for further information about how and when **we** process **your** personal information under **our** full Privacy Notice. **You** can also request a hard copy of **our** privacy notice by contacting **our** Data Protection Officer at [dataprotection@maideniis.com](mailto:dataprotection@maideniis.com).

#### HOW WE USE YOUR INFORMATION

The personal information, provided by **you** (or anyone acting on **your** behalf), is collected by or on **our** behalf and may be used by **us**, **our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, research or for statistical purposes.

**We** may process **your** information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as 'special category data', **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- It is necessary for **us** to process **your** personal information to provide this policy and services related to it. **We** will rely on this for activities such as assessing **your** application, managing **your** policy, handling claims and providing other services to **you**

- **We** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. **We** will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services, and providing information about **our** products and services to **you**
- **We** have a legal or regulatory obligation to use such personal information
- **We** need to use such personal information to establish, exercise or defend **our** legal rights

## HOW WE SHARE YOUR INFORMATION

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following types of third parties:

- Reinsurers, Regulators and Authorised/ Statutory Bodies including but not limited to the Irish Revenue Commissioner
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- APRIL (Insurety) Ireland DAC
- Suppliers carrying out a service on **our** behalf
- Other insurers, business partners and agents
- Other companies within the Maiden Insurance Group

## MARKETING

**We** will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

## FRAUD PREVENTION AND DETECTION

In order to prevent or detect fraud and money laundering **we** may check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

## AUTOMATED DECISIONS

**We** may use automated tools with decision making to assess **your** application for insurance and for claims handling processes. If **you** object to an automated decision, **we** may not be able to offer **you** an insurance quotation.

## HOW TO CONTACT US

**You** can ask for more information about **our** use of **your** personal information or complain about its use, by contacting **our** Data Protection Officer at dataprotection@maideniis.com, or by writing to **us** at the following address: The Data Protection Officer, Maiden Life Försäkrings AB, c/o Maiden Global Holdings Ltd. Albion House, The Valley Centre, Gordon Road, High Wycombe, Bucks, HP13 6EQ.

For more information on the General Data Protection Regulation **you** may also write to The Data Protection Commission at:

Data Protection Commission  
21 Fitzwilliam Square South  
Dublin 2  
D02 RD28  
Ireland  
0761 104 800

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Suite 211, 3013 Lake Drive, Citywest Business Campus, Dublin 24, Ireland  
Tel. 074 9161868 | [www.april-ireland.com](http://www.april-ireland.com)

APRIL Ireland is a trading name of APRIL (Insurety) Ireland DAC (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.

All covers under this insurance are underwritten by Maiden Life Försäkrings AB, registered in Sweden under number 516406-0468. Registered office Klarabergsviadukten 70, Box 70396, 107 24, Stockholm, Sweden. Maiden Life Försäkrings AB is authorised and regulated by Finansinspektionen, the Swedish financial services regulator, and is authorised in Ireland via the European Union Freedom of Services regime. **PAPIPPD 0219**



Insurance made easy.