

ClubChoice Personal Accident Policy

Important Information

Please read and keep safe

ARACHAS 



Clubchoice Personal Accident Master Policy

Master Policy Number: PZ551110593

Schedule

Name of Insured: As per Certificate of Insurance

Address: As per Certificate of Insurance

Agency: Arachas Agency No: 062826

Business: Association Football Club

Insured Person: A registered football player of the Insured and registered managers, coaches and officials of the Insured

Aggregate Limit of Liability: €1,750,000

Period of Insurance: As per Certificate of Insurance

And any subsequent period for which the Insured shall pay and the Company shall agree to accept premium

First Premium: As per Broker's invoice
(Inclusive of Government Levy)

Benefit Option: As per Certificate of Insurance

Deferment Period: As stated under the Benefit Option selected

Optional Dental Cover: Not covered unless stated on the Certificate of Insurance or if the Platinum Option has been purchased

Clubchoice Personal Accident Master Policy

Introduction

Your Policy and Schedule

Here is your new Clubchoice Personal Accident Insurance Policy containing full details of the insurance being provided. The Schedule and the Certificate contain particulars personal to your insurance protection under the Policy including the levels of cover operative and should be read in conjunction with the rest of the Policy.

May we please ask you to examine this Policy, Schedule and Certificate carefully to ensure it meets with your particular needs.

The Third EU Non-life Directive requires us to provide you with the following information:

The Law Applicable to the Contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, Aviva Insurance Ireland DAC, and you, the Proposer, 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 policy cover through an intermediary or broker, then you should initially direct your complaint to them. If the complaint is not resolved to your satisfaction, you can contact Aviva Insurance Ireland DAC at 1850 666 555.

You can also write to the Aviva Ireland Complaints Team- Aviva Insurance Ireland DAC, One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651 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**, 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.



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: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651.

Personal Accident Insurance Policy Wording

In consideration of the Insured named in the Schedule paying to Aviva Insurance Ireland DAC (the Company) the First Premium mentioned in the Schedule the Company agrees to insure in the manner and to the extent provided herein during the Period of Insurance set out in the Schedule of Insurance or any subsequent period for which the Insured shall pay and the Company shall accept the premium required.

Cover

If during any Period of Insurance an Insured Person sustains Bodily Injury whilst an Insured Person is:

- a. At any ground or premises where the Insured has arranged a fixture or training for the purpose of taking part in Association Football
- b. Travelling, other than by air except as a fare paying passenger to or from fixtures or training sessions as a member of an organised party under the direction of the Insured

and such injury independently of any other cause results in their death, disablement or incurs Medical Expenses the Company will pay the Insured Person Benefit specified in the Benefit Options selected by the Insured.

Conditions

1. Any word or expression to which specific meaning has been attached shall bear such meaning wherever it may appear.
2. On the happening of any occurrence likely to give rise to a claim under the Policy written notice shall be given to the Company as soon as possible and in any event within thirty days after the date of the occurrence The Insured Person shall, at their own expense, furnish to the Company such certificates, information and evidence as the Company may from time to time reasonably require in the form prescribed by the Company. The Company shall be allowed at its own expense, upon reasonable notice to the Insured, to have a medical examination of the Insured Person if appropriate.
3. If any claim made under this Policy shall be in any respect fraudulent or if any means or devices shall be used by the Insured or anyone acting on the Insured's behalf or by any Insured Person or Insured Person's legal representatives to obtain benefit under this Policy the Company shall be under no liability in respect of such claim.
4. The Company may cancel the Policy by giving twenty days written notice to the Insured at their last known address and in such event the premium for the period up to that date when the cancellation takes effect shall be calculated and the Company shall promptly return any unearned portion of the premium.
5. If the premium is calculated on a declaration basis the Insured shall within one month of the expiry of the Period of Insurance provide the adjustment information required by the Company.
6. No sum payable under the Policy shall carry interest.
7. The due observance and fulfilment of the terms, exclusions and provisions of this Policy insofar as they relate to anything to be done or complied with by the Insured or the Person Insured or by their personal representatives shall be conditions precedent to the liability of the Company to make any payment under this Policy.
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.

Definitions

1. **Bodily Injury** shall mean injury which is caused solely by accidental means and which independently of illness or any other cause within 24 calendar months from the date of the accident results directly in the Insured Persons death, disablement, dismemberment or within 12 calendar months from the date of accident results in incurred medical expenses.
2. **Loss of Limb** shall include loss of an upper limb meaning physical severance of an arm or total loss of use at or above the wrist joint and in respect of a lower limb physical severance of a leg or total loss of use above the level of the ankle (talor-tibular joint).
3. **Loss of eye** shall be deemed to have occurred:
 - a. 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
 - b. 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 would normally be able to see at 60 feet), and the Company is satisfied that the condition is permanent and without expectation of recovery.
4. **Permanent Total Disablement** shall mean disablement which has lasted for at least twelve months which in the opinion of the Company is beyond hope of recovery and shall in all probability continue for the remainder of the Insured Person's life and result in their inability to perform or give attention to gainful occupation of any and every kind.

5. **Temporary Total Disablement** shall mean temporary disablement which totally prevents the Insured Person from engaging in his or her usual occupation.
6. **Deferment Period** shall mean a period at the beginning of a period of temporary disablement for which no benefit shall be paid.
7. **Benefit Period** shall mean the total period (but not necessarily consecutive period) for which benefits are payable in respect of any one accident to any Insured Person.
8. **Medical Expenses** shall mean expenses necessarily incurred and arising from treatment (up to the maximum specified in the Benefit Option selected) following accidental injury to an Insured Person and shall also include emergency dental expenses for the immediate relief of pain and suffering.
9. **Insured Person** means a registered football player and member of the Insured, the registered and member managers, coaches and officials of the Insured.
10. **Unemployed** shall mean an Insured Person who is not in gainful employment and is collecting unemployment benefit or assistance from the Department of Social Welfare.
11. **Medical Practitioner** shall mean a legally licensed physician or surgeon duly registered and practicing pursuant to the laws of the country in which such practice is maintained.
12. **Accident** shall mean a sudden unforeseen and fortuitous identifiable event and the word accidental shall be construed accordingly.
13. **Average Weekly Wage** shall mean the net average weekly wage paid to the Insured Person for the six weeks prior to the date of the accident.
14. **Aggregate Limit of Liability** is the liability of the Company in respect of one or more Insured Person for all Benefit payable in respect of or arising out of any one occurrence or all occurrences of a series consequent upon one original cause and shall not exceed the sum specified in the schedule as the Aggregate Limit of Liability.

Exclusions

The Company shall not be liable in respect of:

1. Bodily Injury directly or indirectly consequent upon:
 - a. The Insured Person committing or attempting to commit suicide, or intentionally inflicting self-injury
 - b. The Insured Person engaging in flying of any kind other than as a passenger in a fully licensed passenger carrying aircraft
 - c. Active service in any of the armed forces of any nation or international agency
 - d. Declared or undeclared war or any act thereof
 - e. The Insured Person suffering from sickness or disease not directly resulting from Bodily Injury
 - f. Infection with Human Immunodeficiency Virus, Acquired Immune Deficiency or AIDS related complex
 - g. Any pre-existing medical condition
 - h. Any person playing or travelling contrary to medical advice.
2. Bodily Injury suffered after the expiry of the Period of Insurance during which the Insured Person attains the age of 70 years.
3. The first €175 or 10% of each and every claim whichever is the greater in respect of incurred Medical Expenses.
4. Any Medical Expenses otherwise recoverable from any other source including medical card scheme, under the control of the Department of Social Welfare or private medical insurance.
5. Any Medical Expenses incurred after twelve months from the date of incurring the first expense.
6. Any dental expenses (other than emergency dental expenses for the immediate relief of pain and suffering).
7. Bodily Injury directly or indirectly caused by resulting from or in connection with 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.

8. Bodily Injury directly or indirectly caused by or contributed to by or arising from
 - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Provisions

1. Benefit shall not be payable under more than one of Benefits 1 to 4 to one Insured Person in respect of any one accident.
2. Benefits arising under the Temporary Total Disablement element of cover are subject to a Deferment Period as shown under the selected Benefit Option, subsequent to which if the Insured Person is totally incapacitated from fully engaging in their usual occupation benefits shall be payable for a maximum Benefit Period of twenty six weeks.
3. Benefit 5 shall only be payable when the Insured Person is not Unemployed and is in full time gainful employment and where there is proven loss of earnings to an Insured Person, any social welfare or sick pay benefits that are payable or due to an Insured Person shall be deducted from the Benefit due. The total sum of all such benefits shall not exceed the Insured Person's average weekly wage paid in the six months preceding the Bodily Injury.
4. If the aggregate amount of all Benefits payable under this Policy exceeds the Aggregate Limit of Liability, the Benefit payable to each Insured Person shall be proportionally reduced until the total of all Benefits does not exceed the Aggregate Limit of Liability shown.
5. Under Benefit 6 Medical Expenses, physiotherapy expenses and expenses relating to any form of alternative treatment are limited to €250 per Insured Person during any one Period of Insurance. Physiotherapy expenses and expenses relating to alternative treatment must be certified as being necessarily incurred by a Medical Practitioner.

Endorsements

1. Optional Dental cover

This cover is applicable only if stated in the Schedule and the additional premium paid. The cover is provided automatically where the Insured has chosen the Platinum Option.

Exclusion 6 is hereby deleted and replaced with the following:

The company shall not be liable for the following Dental Treatment:

- a. Arising from Bodily Injury sustained as a result of malicious intent
- b. Arising from pre-existing conditions
- c. Routine work following Bodily Injury
- d. The first €175
- e. For more than 50% of the cost of major work including crown, extractions, root canal treatment

The total liability of the Company in respect of all other dental treatment necessary as a result of Bodily Injury sustained during the Period of Insurance shall not exceed €1,500 for any Insured Person.

Benefit Options

Benefit	Bronze Option	Silver Option	Gold Option	Platinum Option	School Children
1. Death	€45,000	€80,000	€130,000	€150,000	€10,000
2. Loss of Limb	€45,000	€80,000	€130,000	€150,000	€80,000
3. Loss of Eye	€45,000	€80,000	€130,000	€150,000	€80,000
4. Permanent Total Disablement	€45,000	€80,000	€130,000	€150,000	€80,000
5. Temporary Total Disablement	Nil	€300 per week	€450 per week	€750 per week	Nil
6. Incurred Medical Expenses	€1,800	€3,500	€4,500	€10,000	€10,000
Deferment Period	Not applicable	4 weeks	4 weeks	2 weeks	Not applicable

- Benefits payable to Managers, Coaches and Officials of Children's teams shall be Silver Option Benefits.
- Gold and Silver options – optional 2 week deferred period available upon payment of an additional premium.



Arranged by: Arachas Corporate Brokers Limited t/a Arachas, Capital Insurance Markets, Capital IM, Covercentre is regulated by the Central Bank of Ireland. Company registration number: 379157

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

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