

PERSONAL ACCIDENT PREMIER PLUS

Policy document



HIVE
Insurance Services

www.hiveinsure.ie

PERSONAL ACCIDENT PLAN PREMIER PLUS

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 Hive Insurance Services on 074 9161868.

Once again thank you for choosing our Personal Accident Plan.

This plan is underwritten by AmTrust International Underwriters DAC (AIU DAC).

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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:

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 AmTrust International Underwriters DAC.

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 AmTrust International Underwriters DAC, 6-8 College Green, Temple Bar, Dublin, D02 VP48, Ireland and administered by Hive Insurance Services, Office 15, Lakeview Point, Unit 24 Claregalway Corporate Park, Claregalway, Co. Galway, H91 PX38.

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:

- › resident 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: Each person 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 within 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 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, Hive Insurance Services, Office 15, Lakeview Point, Unit 24 Claregalway Corporate Park, Claregalway, Co. Galway, H91 PX38 or call the customer service helpline on 074 9161868.

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**.

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

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.

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 – DWF Claim Ireland.

Disability – means a state of incapacity resulting solely from an

accident.

Doctor – means a legally qualified medical practitioner, who is registered as a medical practitioner with the Irish Medical Organisation and entitled to practice as such in the Republic of Ireland. 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 legally qualified medical practitioner because of an **accident**.

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

Insurer – AmTrust International Underwriters DAC (Company Registration No 169384), regulated by the Central Bank of Ireland, whose registered office is at 6-8 College Green, Temple Bar, Dublin, D02 VP48, Ireland.

Loss of Hearing or Speech – Loss of hearing means: profoundly deaf, unable to hear sounds below 95db. Loss of speech means: caused by injury to the brain (dysarthria).

Loss of Sight – means total, permanent and irrecoverable loss of sight caused by an **accident**, meaning that your vision is reduced to less than 3/60 on the Snellen Scale.

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**). There is medical evidence to confirm that it will last for the rest of **your** life and will permanently stop **you** from doing any paid job for remuneration or profit which **your** experience, education or training reasonably qualifies **you** to do.

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

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**.

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.

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 – AmTrust International Underwriters DAC (Company Registration No 169384), regulated by the Central Bank of Ireland, whose registered office is at 6-8 College Green, Temple Bar, Dublin, D02 VP48, Ireland.

You and Your – means any person named on the schedule of insurance.

4 WHAT YOU HAVE TO PAY

YOUR PREMIUM

The monthly premium is shown in the 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 the premium. The first premium will also include one-off payment of Stamp Duty which is levied on new insurance policies, as shown in the schedule.

5 THE BENEFITS YOU GET

5.1 WHO WILL BENEFITS BE PAID TO?

All benefits will be paid to the main policyholder named in the schedule. Or in the event of **your accidental death** benefits will be paid to **your** legal personal representative.

5.2 THE BENEFITS

If a 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, **we** will pay the appropriate benefit stated in the table of benefits.

The amount of benefit that **we** pay 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 is shown in the 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.

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

For claims for **permanent total disability**, **quadriplegia**, **paraplegia** or **permanent brain damage** (Benefits 1, 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 the 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).

In the event of a claim by **you** under Benefit 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.

6.1.2 IF YOU HAVE INDIVIDUAL COVER AND PARTNER COVER, INDIVIDUAL COVER AND CHILDREN COVER OR FAMILY COVER

The maximum sum **we** will pay in respect of each person covered under this policy is a sum equal to the **loss of sight in both eyes benefit**. 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, cover will continue for any other person covered under the policy who has not reached this maximum limit. The maximum total benefit **we** will pay for all claims for all insured persons during the life of this policy is a sum equal to twice the **loss of sight in both eyes benefit**. 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 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**.

6.1.4 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, 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.

TABLE OF BENEFITS		Bronze		Silver		Gold	
In the event of an accident causing:		Adult	Child	Adult	Child	Adult	Child
1	Permanent total disability	€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 use 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 each day	€25 each day	€75 each day	€37.50 each day	€100 each day	€50 each 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	€50,000	€5,000	€75,000	€7,500	€100,000	€10,000
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

6.3 FRACTURE COVER EXCLUSION PERIOD

Fracture cover does not start until the 16th day after the **start date**.

6.4 MULTIPLE FRACTURES TO THE SAME JOINT OR BONE

If an **accident** results in more than one **fracture** to the same joint or bone **we** will only pay benefit for one of the **fractures**.

6.5 CAN I HAVE MORE THAN ONE PERSONAL ACCIDENT PLAN?

Each person 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
- › Putting yourself in 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)
- › **We** will not pay any **accident** that is directly or indirectly caused by or whilst undertaking any of the following: travel to any territories whose Security Status, as advised by the Department of Foreign Affairs' (DFA) Travel Advice service, is 'Avoid Non-Essential Travel' or 'Do Not Travel', as shown in the DFA's web site, www.dfa.ie, on **your** date of departure from the Republic of Ireland

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 death** occurring 12 or more months after the **accident**.

8 WHEN YOUR POLICY ENDS

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

- › The main policyholder named on the schedule:
 - dies (this will not prevent a claim for **accidental death** being made)
 - reaches 70 years of age
 - cancels the policy
 - is no longer a **resident of the Republic of Ireland**
- › The monthly premium is not paid when it is due
- › **We** cancel the policy as set out in clause 9
- › 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 AMTRUST CANCEL OR CHANGE THE TERMS OF MY POLICY?

We may cancel **your** policy, where there is a valid reason for doing so, by giving the main policyholder not less than 30 days' written notice in advance to the latest address **we** have for them 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:

- › when **you** fail to send **us** information or documentation, that affects **our** ability to process a claim, or **our** ability to defend **our** interests.
- › if **we** issue a cancellation Letter, **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.
- › where **we** reasonably suspect fraud.

We may change the terms and conditions of **your** policy, including the amount of **your** premium, by giving the main policyholder not less than 30 days' written notice in advance

to their 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 Hive Insurance Services on 074 9161868 or email enquiries@hiveinsure.ie and **we** will amend **your** policy.

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

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

SANCTIONS

We shall not provide cover and or be liable to pay any claim or provide any benefit under this insurance if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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.

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.

If the **accident** occurs while they are outside the Republic of Ireland and they are seen by a medical professional who is not registered with the Irish Medical Organisation, then they must within 30 days of returning to the Republic of Ireland seek confirmation of their eligibility to claim from a **doctor** who meets the definition in section 3. They must submit evidence in English from this **doctor** confirming the assessment made by the medical professional(s) who they saw while they were abroad.

You or **your** representative should contact DWF Claim Ireland:

- › by email to amtrust.hive@dwfclaims.com
- › by telephone to +353 (0)1 790 9400
- › by post to The Lennox Building, 50 Richmond Street South, Saint Kevin's, Dublin 2, 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 medical 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

14.1 POLICY SALE OR ADMINISTRATION

If **you** have a complaint about the sale or administration of **your** policy, please contact Hive Insurance Services, Office 15,

Lakeview Point, Unit 24 Claregalway Corporate Park, Claregalway, Co. Galway, H91 PX38, or call 074 9161868 and **you** will be provided with details of their complaints procedure. Hive Insurance Services is authorised and regulated by the Central Bank of Ireland, Reference Number C29542.

14.2 TERMS OF THE POLICY

If **you** have a complaint about the terms of **your** policy, please contact Hive Insurance Services, Office 15, Lakeview Point, Unit 24 Claregalway Corporate Park, Claregalway, Co. Galway, H91 PX38, or call 074 9161868 and **you** will be provided with details of their complaints procedure. Hive Insurance Services is authorised and regulated by the Central Bank of Ireland, Reference Number C29542.

14.3 CLAIMS HANDLING

If **you** have a complaint about the handling of **your** claim, then please write to the Compliance Officer c/o DWF Claim, The Lennox Building, 50 Richmond Street South, Saint Kevin's, Dublin 2, Ireland, telephone +353 (0)1 790 9400, or email complaints@dwf.law.

14.4 FINANCIAL SERVICES AND PENSIONS 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 <https://www.amtrustinternational.com/legal/privacy-policy> 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: dpo.office@amtrustgroup.com

HOW WE USE YOUR INFORMATION

Data protection law seeks to ensure that the way Personal Information is used is fair. To comply with the law, **we** need to tell **you** the legal justification **we** rely on for using **your** Personal Information. Personal Information will be used for different purposes if **you** are a policyholder, insured or claimant under an insurance policy, a commercial insurance broker or appointed representative, a witness or another individual with whom **we** have a relationship. The main purposes for which **we** use Personal Information are to:

- ▶ Communicate with **you** and other individuals
- ▶ Make assessments and decisions

- ▶ Provide insurance, claims and assistance services, and other products and services
- ▶ Assess **your** eligibility and identity
- ▶ Manage complaints, feedback and queries
- ▶ Improve the quality of our products and services, provide staff training and maintain information security
- ▶ Prevent, detect and investigate crime
- ▶ Manage our business operations and IT infrastructure
- ▶ Comply with applicable laws and regulatory obligations
- ▶ Establish, enforce and defend 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:

- ▶ Other insurance and insurance distribution parties, Reinsurers, Regulators and Authorised/Statutory Bodies
- ▶ Credit reference agencies
- ▶ Fraud prevention agencies
- ▶ Crime prevention and Law Enforcement agencies, tax authorities, workers' compensation boards,
- ▶ Hive Insurance Services
- ▶ Suppliers carrying out a service on our behalf
- ▶ Other insurers, business partners and agents
- ▶ Other companies within the AmTrust 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 provide services where **we** sometimes use automated decision-making. Automated decision-making is an important part of effective management. **You** have the right not to be subject to a decision which is based solely on automated processing (without human involvement) where that decision produces a legal effect or otherwise significantly affects **you**. However, this right only applies in certain circumstances.

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 dpo.office@amtrustgroup.com, or by writing to **us** at the following address: The Data Protection Officer, AmTrust International Underwriters DAC 6-8 College Green, Dublin 2 D02 VP48, Ireland.

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.



074 9161868 | www.hiveinsure.ie

OFFICE 15, LAKEVIEW POINT, UNIT 24 CLAREGALWAY CORPORATE PARK, CLAREGALWAY, CO. GALWAY, H91 PX38

Hive Insurance Services DAC (Company Registration No 360638) is regulated by the Central Bank of Ireland, registered number C29542 and a wholly owned subsidiary of Hive Insurance Services Limited.

All covers under this insurance are underwritten by AmTrust International Underwriters DAC (Company Registration No 169384), regulated by the Central Bank of Ireland.
Registered address: 6-8 College Green, Temple Bar, Dublin, D02 VP48, Ireland. **ATPAPP-PD 0225**