



 Insurance

Accident & Health

Policy

Group Personal
Accident, Casting
Benefit and Illness

January 2023



GROUP PERSONAL ACCIDENT, CASTING BENEFIT AND ILLNESS INSURANCE

SCHEDULE

MASTER/GROUP POLICYHOLDER:	Association of Garda Sergeants and Inspectors (A.G.S.I.) as agents for each individual Insured Person, each for their respective rights and interests.
ADDRESS OF MASTER/GROUP POLICYHOLDER:	6th Floor Phibsborough Tower, Phibsborough, Dublin 7, Republic of Ireland
ADMINISTRATOR:	Association of Garda Sergeants and Inspectors
RETAIL BROKER:	Frank Glennon Limited Charlemont House Charlemont Place Dublin 2
COVERED PARTIES:	Such persons of the following categories who are declared hereunder: Category A All members of the Association Sections (a) and (b) only. Category B All Superintendents of the Garda (not Members of the Association) Sections (a) and (b) only. Category C All Chief Superintendents and Commissioners of the Garda (not Members of the Association) Section (a) only. Category D Any Insured Person under Categories A, B or C as may be declared hereunder up to age 55 years (but up to age 60 years for renewals thereof including those persons declared under preceding Policy may be covered for Section (c) in addition to Section (a) and (b) as may be applicable. Each Insured Person is deemed to be separately insured for their respective rights and interests.
BUSINESS:	Police Force
PERIOD:	
(1) MASTER/GROUP POLICY PERIOD:	Effective from: 1st January 2023 at 12.01 GMT To: 31st December 2023 at 12.01 GMT
(2) COVERAGE PERIOD:	Cover starts: 1st January 2023 at 12.01 GMT Cover ends: 31st December 2023 at 12.01 GMT



PREMIUM RATES:	Including Government Levy
Category A	EUR 0.91 each Insured Person weekly
Category B	EUR 0.80 each Insured Person weekly
Category C	EUR 0.53 each Insured Person weekly
Category D	EUR 1.35 each Insured Person weekly
Geographical Limits:	Worldwide, except for countries with a 'Do Not Travel' security status from the Department of Foreign Affairs and Trade

Whereas, it is the wish and intent of the Association of Garda Sergeants and Inspectors (hereinafter referred to as the Master Policy holder) to make available to certain of their members and also to certain Superintendents, Chief Superintendents and Commissioners of the Garda not members of the Association (the Insured Persons) all as may be declared hereunder and who are identified by name in the Schedules held by the Association. The Insurer agrees that each of such Insured Persons shall be insured separately in accordance with the terms, conditions and limitations of insurance set out within this Policy and subject to the payment of premium(s) as detailed to the Association for onward transmission to Gallagher European Risk Services.

Gallagher European Risk Services. is a trading name of Nordic Försäkring & Riskhantering AB
Mölnadalsvägen 22, 412 63 Göteborg, Sweden
The Walbrook Building, 25 Walbrook, London, EC4N 8AW

The Insurer agrees to automatically provide cover for the Insured Person for 1. Section (a) - Personal Accident and 2. Section (b) - Casting Benefit within the terms, conditions and limitations of this Policy. Provided the Insured Person completes a Declaration Form as per the attached Specimen Declaration Form and the completed Declaration Form is submitted to the Association and premiums being paid accordingly calculated at the rates as within.



SCHEDULE OF COMPENSATION AND SUMS INSURED APPLICABLE TO EACH INSURED PERSON

Section (a) – Personal Accident

- | | | |
|-------------|--|-------------------------------|
| | 1. Death | Not Covered |
| or | 2. Loss of, or loss of use of, one or both eyes as a result of any one Accident. | Sum Insured: EUR 40,000 |
| or | 3. Loss of one or more limbs as a result of any one Accident. | Sum Insured: EUR 40,000 |
| or | 4. Permanent Total Disablement from any occupation as a result of any one Accident. | Sum Insured: EUR 40,000 |
| PLUS | 5. Weekly benefit payable in the event of an Accident which occasions Temporary Total Disablement, excluding the first 14 days of each and every disablement and for a maximum of 104 weeks in all, not necessarily consecutive, but beyond 156 weeks from the date on which the Insured Person first became disabled. | Sum Insured: EUR 160 per week |

The total benefit payable under Section (a) 2., 3. and 4. is EUR 40,000 per Insured Person per event.

Anyone Event EUR 2,500,000.

Section (b) – Casting Benefit

Sum Insured: EUR 8,000

Section (c) – Illness

Sum Insured: EUR 130 per week

Weekly benefit payable in the event of illness which occasions Temporary Total Disablement, excluding the first 14 days of each and every disablement and for a maximum of 52 weeks in all, not necessarily consecutive, but not beyond 156 weeks from the date on which the Insured Person first became disabled.



PRIVACY NOTICE

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Brussels") found in the contract of insurance.

The basics

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

In certain circumstances, we need your consent to process certain categories of information about you (including special categories of personal data details as mentioned above). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). Nevertheless, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared and used by a number of third parties in the insurance sector (both inside and outside Belgium, and inside and outside the EU). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

Other people's details you provide to us

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this short form privacy notice is provided to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website <https://www.lloydsbrussels.com> or in other formats on request.

Complaints, contacting us and the regulator, and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice, please contact us or go to the Privacy section of our website <https://www.lloydsbrussels.com> where we have full details. Alternatively, you may contact:

XL Catlin Services SE, UK Branch, 20 Gracechurch Street, London, EC3V 0BG, United Kingdom.

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.



INSURING AGREEMENT

The Insurer will pay, in accordance with the Schedule of Compensation and Sums Insured, if:

1. Section (a) — Personal Accident

the Insured Person sustains Bodily Injury which occurs during the period of insurance applicable to such Insured Person, including during:

- 1.1 active police duty;
- 1.2 exposure to danger in the course of active duty;
- 1.3 all amateur sports;
- 1.4 motor cycling; and
- 1.5 flying as a passenger in any type of aircraft

2. Section (b) — Casting Benefit

the Insured Person is placed on compulsory retirement or discharged from the Garda solely and directly on account of Illness or Bodily Injury during the period of insurance applicable to such Insured Person.

No benefit is payable under this Section in respect of any Insured Person who has on the day they are discharged or retired:

- 2.1 attained Minimum Retirement Age (being 60 years of age); and
- 2.2 30 years service; and
- 2.3 Been discharged for any other reason other than Illness or Bodily Injury.

3. Section (c) — Illness

the Insured Person suffers an Illness which occurs or manifests itself during the period of insurance applicable to such Insured Person.

If this cover applies it will be indicated in the documents supplied to the Insured Person.



DEFINITIONS

In this Policy the following words will have the meaning set out below:

1. "Accident" means a sudden, unexpected, unusual specific event which occurs at an identifiable time and place, but also includes exposure resulting from a mishap to conveyance in which the Insured Person is travelling
2. "Air Travel" means being in or on or boarding an aircraft for the purpose of flying or exiting from an aircraft following a flight.
3. "Bodily Injury" means physical bodily injury which is caused by an Accident and solely and independently of any other cause, except illness directly resulting from or medical or surgical treatment rendered necessary by such injury, occasions disablement of the Insured Person within twelve calendar months from the date of the Accident.
4. "Casting Benefit" as specified in Section (b).
5. "Illness" means illness of the Insured Person which occasions the Temporary Total Disablement of the Insured Person within twelve calendar months after declaring itself.
6. "Inception Date" means the start date of this Policy.
7. "Insured Person" means members of the Association of Garda Sergeants and Inspectors and also certain Superintendents, Chief Superintendents and Commissioners of the Garda that are not members of the Association who are identified by name in the Schedules held by the Association.
8. "Loss of a Limb" means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
9. "Medical Practitioner" means a qualified medical practitioner or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice.
10. "Permanent Total Disablement" means disablement which entirely prevents the Insured Person from attending to any occupation and which lasts twelve calendar months and at the expiry of that period being beyond hope of improvement (unless otherwise determined earlier by the Insurer)
11. "Policyholder" means the person(s) or entity(ies) named as such in the Schedule.
12. "Temporary Total Disablement" means disablement which entirely prevents the Insured Person from attending to his business or occupation of any and every kind.
13. "The Insurer" means Lloyd's Insurance Company S.A.

Words in the masculine gender shall also include the feminine.



EXCLUSIONS

This Policy does not cover loss consequent on or contributed to by:

1. the Insured Person engaging in Air Travel as a pilot or crew member.
2. the Insured Person engaging in professional sports activities.
3. the Insured Person's intentional self-injury, suicide or attempted suicide.
4. the Insured Person's own criminal act.
5. the Insured Person's neuroses, psychoneuroses, psychopathies, or psychoses or mental or emotional diseases or disorders of any type (including post-traumatic stress disorder).
6. the Insured Person's wilful or reckless exposure to exceptional risk or acting with reckless or wilful disregard for one's own or another's safety or property, except in an attempt to save human life.
7. the Insured Person engaging in active service in the armed forces of any nation.
8. a pre-existing condition:
 - (a) for which medical advice or treatment was recommended by or received from a Medical Practitioner or other health care practitioners at any time during the thirty six (36) month period preceding the inception date of this Insurance; or
 - (b) for which symptoms were present at any time during the thirty six (36) month period preceding the inception date of this policy; or
 - (c) which caused the Insured Person to be absent from attending to their business or occupation for a period greater than 14 days, not necessarily consecutive, at any time during the thirty six (36) month period preceding the inception of this Policy.
9. In respect of Section C - Illness only:
 - (a) pregnancy, childbirth, miscarriage and/or disorders of the reproductive system and/or menstrual problems.

This Policy also does not cover:

10. loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.
11. loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or



requisition or destruction of or damage to property by or under the order of any government or public or local authority.

12. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

CONDITIONS

1. The Policyholder must give notice to the Insurer of any Accident to or Illness of an Insured Person, who must as early as possible place themselves under the care of a duly qualified Medical Practitioner.
2. Insurers shall have the right to appoint their own Medical Practitioner to examine the Insured Person if they deem so necessary.
3. The Policyholder must provide a monthly declaration to the Insurer of the number of persons insured under Category A, B, C & D.
4. Premium to be settled to the Insurer monthly by the Policyholder via the broker.
5. The cover for Insured Persons under this Policy will automatically cease on termination of their Membership of the Association or for non-members when they cease to perform their qualifying role, subject to premium adjustment at the end of each month.
6. The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this policy will be governed by Irish law and subject to the exclusive jurisdiction of the courts of Ireland.

The language of this policy and all communications relating to it will be in English.

7. Insurance Act 1936

All monies which become or may become payable by the Insurer under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

8. 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.

9. Cancellation (Sections (a) – Personal Accident and (b) – Casting Benefit)

- (a) The Policyholder's Right to Cancel

The Policyholder can cancel this policy by notifying the Insurer in writing, by email or by telephone. Any return of premium due will be calculated at a proportional daily rate depending on how long the policy has been in force unless a claim has been made in which case the full annual premium is due.

- (b) The Insurer's Right to Cancel

The Insurer can cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by the Policyholder to pay the premium; or
- (ii) a change in risk which means the Insurer can no longer provide the Policyholder with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation the Insurer requests, such as details of a claim;

by giving the Policyholder fourteen (14) days' notice in writing. Any return of premium due will be calculated at a proportional daily rate depending on how long the policy has been in force unless a claim has been made in which case the full annual premium is due.

10. Cancellation and Cooling-Off Provisions (Section (c) – Illness only)

- (a) The Insured Person's Right to Cancel during the Cooling-Off Period

The Insured Person can cancel cover under Section (c) – Illness by notifying the Association and Administrator in writing, by email or by telephone within fourteen (14) days of either:

- (i) the date the Insured Person receives evidence of cover; or
- (ii) the start of the Period of Insurance;

whichever is the later.

A full refund of any premium paid will be made unless a claim has been made in which case the full annual premium is due.

(b) The Insured Person's Right to Cancel after the Cooling-Off Period

The Insured Person can cancel this policy after the cooling-off period by notifying the Association and Administrator in writing, by email or by telephone. Any return of premium due will be calculated at a proportional daily rate depending on how long the policy has been in force unless a claim has been made in which case the full annual premium is due.

(c) The Insurer's Right to Cancel

The Insurer can cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by the Insured Person to pay the premium; or
- (ii) a change in risk which means the Insurer can no longer provide the Insured Person with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation the Insurer requests, such as details of a claim;

by giving the Insured Person fourteen (14) days' notice in writing. Any return of premium due will be calculated at a proportional daily rate depending on how long the policy has been in force unless a claim has been made in which case the full annual premium is due.

11. Fraudulent Claims

(a) If the Policyholder makes a fraudulent claim under this insurance contract, the Insurer:

- (i) is not liable to pay the claim; and
- (ii) may recover from the Policyholder any sums paid by the Insurer to the Policyholder in respect of the claim; and
- (iii) may by notice to the Policyholder treat the contract as having been terminated with effect from the time of the fraudulent act.

(b) If the Insurer exercises its right under clause (a) (iii) above:

- (i) the Insurer shall not be liable to the Policyholder in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) the Insurer need not return any of the premiums paid.

(c) If a fraudulent claim is made under the contract by or on behalf of an Insured Person, the Insurer may exercise the rights set out in clause (a) above as if there were an individual insurance contract between the Insurer and the Insured Person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.



12. Sanctions

The Insurer shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

13. Cyber

Any benefits for bodily injury or illness due to:

- i. the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above

are payable, subject to the terms, conditions, limitations and exclusions of this policy.

Regulatory Information

(a) **Lloyd's Insurance Company S.A.**

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium

Firm Reference Number(s) and other details can be found on www.nbb.be.

Website address: www.lloyds.com/brussels

Email: enquiries.lloydsbrussels@lloyds.com

(b) **XL Catlin Services SE**

XL Catlin Services SE acts as an agent of Lloyd's Insurance Company S.A. in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered Office 8 St. Stephen's Green, Dublin 2, D02 VK30, Ireland.

Registered in Ireland Number 659610.

The Policyholder can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate.

Complaints

The Insurer is dedicated to providing a high quality service and wants to ensure that they maintain this at all times.

If the Policyholder or the Insured Person have any questions or concerns about the policy or the handling of a claim please contact the broker through whom this policy was arranged.

If the Policyholder or Insured Person wishes to make a complaint they can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

Email: axaxlukcomplaints@axaxl.com

Telephone Number: +44 (0) 20 7743 8487

XL Catlin Services SE acts on behalf of the Insurer in the administration of complaints.

The complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. The Policyholder or Insured Person will also be informed of the name of one or more individuals that will be their point of contact regarding the complaint until the complaint is resolved or cannot be progressed any further. The Policyholder or Insured Person will be provided with an update on the progress of the investigation of the complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on the complaint will be provided to the Policyholder or Insured Person, in writing, within 40 (forty) business days of the complaint being made.



If the Policyholder or Insured Person remains dissatisfied after the Complaints Department has considered the complaint or a final decision has not been received within forty (40) business days, they can refer the complaint to the Financial Services and Pensions Ombudsman at:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29

Email: info@fspo.ie

Telephone Number: +353 1 6 567 7000

Website: www.fspo.ie

If the Policyholder or Insured Person has purchased this policy online they may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to the Policyholder's or Insured Person's right to commence a legal action or an alternative dispute resolution proceeding in accordance with their contractual rights.



THE ASSOCIATION OF GARDA SERGEANT AND INSPECTORS (A.G.S.I.) SPECIMEN NOTIFICATION AND EVIDENCE OF INSURANCE.

The Association has procured insurance under B1735NR0002223 (hereinafter called the Master Policy) issued by Lloyd's Insurance Company S.A. (the Insurer) in respect of Personal Accident, Casting Benefit and Illness (if you have opted in and it is indicated as covered) and as shown in the attached Declaration Form for each person who has been accepted for insurance (the Insured Person).

This document is issued to notify you that your name has been added as an Insured Person with respect to the coverage shown in the attached Declaration, under the above mentioned Master Policy. The insurance provided is in accordance with the terms, limitations, conditions and exclusions contained in the Master Policy and any attachments to it. The original Master Policy may be inspected at the offices of the Association:

6th Floor Phibsborough Tower
Phibsborough
Dublin 7
Republic of Ireland.

The details shown in the attached Declaration are those shown in the Master Policy as applicable to your insurance.

NAMED INSURED PERSON:-

ADDRESS:-

In the event of a claim or any circumstances giving rise to the possibility of a claim the named Insured Person must notify The Association as soon as practicably possible at the address shown above. The Insured Person must also place themselves under the care of a Medical Practitioner as soon as practicably possible.



THE ASSOCIATION OF GARDA SERGEANT AND INSPECTORS (A.G.S.I.)
SPECIMEN DECLARATION FORM

YOUR NAME:

YOUR ADDRESS:

COVERAGE PERIOD:

Cover starts: 1st January 2023 at 12.01 GMT

Cover ends: 31st December 2023 at 12.01 GMT

COVERED PARTIES:

Please complete one of A or B or C and also D if applicable

Category A

All members of the Association

Sections (a) and (b) only.

Category B

All Superintendents of the Garda (not Members of the

Association)

Sections (a) and (b) only.

Category C

All Chief Superintendents and Commissioners of the Garda (not Members of the Association)

Section (a) only.

Category D

Any Insured Person under Categories A, B or C as may be declared hereunder up to age 55 years (but up to age 60 years for renewals thereof including those persons declared under preceding Policy may be covered for Section (c) in addition to Section (a) and (b) as may be applicable.

Each Insured Person is deemed to be separately insured for their respective rights and interests.

PREMIUM RATES:

Inclusive of Government Levy

Category A

EUR 0.91 each Insured Person weekly

Category B

EUR 0.80 each Insured Person weekly

Category C

EUR 0.53 each Insured Person weekly

Category D

EUR 1.35 each Insured Person weekly

INSURING CONDITIONS:

Are available on request from the Association

SIGNED AND DATED



axaxl.com

XL Catlin Services SE
20 Gracechurch Street, London, EC3V 0BG, United Kingdom

Telephone: +44 (0)20 7626 0486 Fax: +44 (0)20 7623 9101 axaxl.com

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