

AGSI Personal Accident & Illness Policy

Policy Conditions – Insured Persons

IMPORTANT INFORMATION: All aspects of the Terms, Conditions and Exclusions of the Policy are relevant and taken into consideration when determining whether the subject and circumstances of each and every claim are answered by the Policy. Please use the information contained here as guidance only. It is the role of the Claims Handler, under instruction from the Underwriters, to determine whether the particular subject and circumstances of a claim are payable under the Terms of the AGSI Personal Accident and Illness Insurance Policy. Sometimes, the circumstances of a claim may mean that additional information is required from the Insured Person's (Your) Doctor before a final decision may be made. Whilst most claims are settled in a timely fashion, in a low percentage of cases the circumstances or subject of a claim may mean that the Policy cannot answer and, therefore, that the claim must be declined.

CONDITIONS

1. **Prompt notice** must be given 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.

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2. Insurers shall have the right to appoint their own Medical Practitioner to examine the Insured Person if they deem so necessary.
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.
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. “ [Extract from Policy Wording 2020).

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.