

HEALTH RANGE  
OF PLANS



# discovery premier

...personal protection plan  
policy document



This plan is underwritten by Sterling Insurance Company Limited

DISCOVERY  
PREMIER

## Discovery Premier personal protection plan

Thank you for choosing our Personal Accident Plan.

With our Personal Accident Plan you benefit from worldwide protection, 24 hours a day. You can rest assured that your plan will help meet your existing financial commitments, and any other additional expenses you might incur, if you were seriously injured in an accident.

Please keep this document in a safe place. Take time to complete the important schedule details below and keep them at hand if you need to contact us. Once again thank you for choosing our Personal Accident Plan and I hope that you enjoy the peace of mind it will bring you.

On behalf of Sterling Insurance Company Limited

J. Blundell  
Managing Director

### Schedule 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 have your information to hand if you need to contact us.

Policy No:

Policy Start Date:

**Claims Helpline number 0044 1732 524238\***

\*To make sure we maintain a high quality service we may monitor or record phone calls.

**IMPORTANT: It is particularly important that you check that you are eligible to be covered under this policy by reading the following carefully.**

Words in bold have special meanings, please refer to section 1.

If you have Individual Cover, you must, on the **start date**:

1. be a **resident** of the Republic of Ireland; and
2. be over 18 and under 70 years of age.

If you have Individual and **Partner Cover**, you must, on the **start date**, meet the requirements above.

In addition, your **partner** must, on the **start date**:

1. be living permanently with you in the same household in the Republic of Ireland; and
2. be over 18 and under 70 years of age.

Unless your **partner** is legally married to you, your **partner** must have lived with you for at least six months immediately before the **start date**.

If you have Family Cover or Individual and Children cover, you and your **partner** must meet the requirements above. Your **child** is eligible for cover if he or she is:

1. under the age of 18 or 23 years if in full time education; and
2. living permanently with you in the same household in the Republic of Ireland.

**Please note:** You can only be covered under one of our Personal Accident Plans at any one time.

**What happens if you change your mind?**

You have the right to cancel your policy for a period of 30 days from the date your policy begins or the date you receive your documents if this is later. If you cancel in this period you will receive a full refund of any premium paid. If you wish to cancel your policy you should call the customer service helpline on 0749 161868 or write to Discovery Personal Accident Plan Unit, APRIL Ireland, Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24. After this period, you may stop paying further premiums at any time by giving notice in writing to the Discovery Personal Accident Unit at the above address. Your policy will then end.

This plan is underwritten by Sterling Insurance Company Limited (registered office) Ambassador house, Paradise Road, Richmond, Surrey, TW9 1SQ, United Kingdom and administered by APRIL Ireland, Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24..

This policy sets out the details of your insurance cover and the exclusions which apply.

**PLEASE READ THIS POLICY CAREFULLY AND KEEP IT IN A SAFE PLACE.**

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## 1. WORDS WITH SPECIAL MEANINGS

The words listed below have the following special meanings when they appear in this policy in bold text:

“**Accident/accidental**” means a sudden and unforeseen event which happens by chance after the start date and results in **bodily injury**.

“**Bodily injury**” means physical injury resulting from external violent and visible means. It does not include any sickness, disease or naturally occurring condition or degenerative process.

“**Burns and Permanent Scarring**” means third degree **burns** which involve damage or destruction of the skin to its full depth and damage to the tissues beneath, affecting more than 15% of the body;

“**Child**” means **your** natural or legally adopted **child** up to the age of 18 or 23 if in full time education. It does not include a foster **child**. “**Children**” has a corresponding meaning.

“**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 6 of this policy.

“**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 tissue of a bone caused by an **accident** which is identified by an x-ray and requires either surgical treatment, traction or reduction under a local or general anaesthetic;

“**Loss of hearing or speech**” means total, permanent and irrecoverable loss of hearing or speech.

“**Loss of use of a shoulder, elbow, wrist, hip, knee or ankle**” means total, permanent and irrecoverable loss of movement of the affected joint.

“**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.

“**Paraplegia**” means total permanent and irrecoverable paralysis of the lower body including the legs.

“**Partner**” means **your** legally married spouse, or a person who is living permanently with **you** as **your partner** in **your** household.

“**Permanent brain damage**” means damage to the brain 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 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.

“**Start date**” is the date so stated in the schedule.

“**Sterling**” means Sterling Insurance Company Limited.

“**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**.

“**We, Us, Our**” means Sterling Insurance Company Limited.

“**Winter Sports**” means skiing, snow boarding, ice hockey, the use of bobsleighs or similar or competitive skating.

“**You, Your and Yours**” means the person named in the schedule as the insured.

## 2. WHAT YOU HAVE TO PAY

**2.1 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.

### 2.2 Escalation benefit

Your benefit will increase by 5% of the starting amount shown in the table of benefits.

Your premium will also increase by 5% of your starting amount on each anniversary of your policy.

If you are aged 65 or over at the relevant anniversary your premium will increase by 5% and your benefit will increase by 2.5% of the starting amount.

If you have chosen Family cover, or Individual & Children cover the benefit payable for your child will be 10% of the appropriate benefit shown in benefits 1 to 8 and 50% of the appropriate benefit shown in benefit 9 to 10 in the revised table of benefits.

A revised schedule will be issued confirming your new cover and premium.

### 2.3 Free Cover Period

Every sixth year of your Personal Accident policy is free of charge. Your sixth year free cover (12 months) is dependant on full payment of premiums for the five years (60 months) prior to the free period. Collection of premiums at the normal rate will stop during the free period and automatically restart when each free period comes to an end.

## 3. THE BENEFITS YOU GET

### 3.1 Who will benefits be paid to?

All benefits will be paid to you.

### 3.2 The standard benefit

If any person covered under this policy has an accident after the start date and before the end date that results in bodily injury 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 receive depends on the level of cover you have, and on the effect of the accident for which the benefit is being paid. The initial level of cover you have 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 amount which we pay is shown on the table of benefits on the page opposite. The amount we pay will change when you or your partner reach age 65. (See 3.3 below).

### 3.3 The benefit if you or your partner are 65 or over

If you have Individual Cover, then when you reach your 65th birthday you will no longer be eligible for permanent total disability, paraplegia, quadriplegia or permanent brain damage (Benefit 1.1, 1.2, 2, 3 & 4) and all of the other benefits will be reduced by 50%. If you are already 65 years old at the start date you will not be eligible for permanent total disability, paraplegia, quadriplegia or permanent brain damage (Benefit 1.1, 1.2, 2, 3, & 4) and all of the other benefits will be reduced by 50%. If you have Individual and Partner cover or Family cover, any person covered under your policy will, when they reach their 65th birthday, no longer be eligible for permanent total disability, paraplegia, quadriplegia or permanent brain

damage (Benefit 1.1, 1.2, 2, 3, & 4) and all of the other benefits payable if an accident happens to them will be reduced by 50%. If any person covered under your policy is 65 or over at the start date they will not be eligible for permanent total disability, paraplegia, quadriplegia or permanent brain damage (Benefit 1.1, 1.2, 2, 3, & 4) and all other benefits payable to them will be reduced by 50%.

### 3.4 The benefit for a Child – Individual & Children cover or Family cover

If you have Individual & Children cover or Family cover, the benefit payable for an accident happening to your child will be the appropriate benefit shown in the Table of Benefits on the page opposite for the level of cover you have.

### 3.5 Important points about the benefits

#### 3.5.1 Permanent total disability, Paraplegia, Quadriplegia or Permanent brain damage

If you are claiming for permanent total disability, paraplegia, quadriplegia or permanent brain damage (Benefit 1.1, 1.2, 2, 3, & 4), assessment of eligibility for the benefit 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 at our discretion pay a benefit before the end of the 12 months.

## SCHEDULE OF BENEFITS

	BRONZE		SILVER		GOLD	
In the event of an accident causing:	Adult	Child	Adult	Child	Adult	Child
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. Quadriplegia	€50,000	€5,000	€75,000	€7,500	€100,000	€10,000
3. Paraplegia	€50,000	€5,000	€75,000	€7,500	€100,000	€10,000
4. Permanent Brain Damage	€50,000	€5,000	€75,000	€7,500	€100,000	€10,000
5. Loss of speech	€25,000	€2,500	€37,500	€3,750	€50,000	€5,000
6. Loss of hearing in both ears	€25,000	€2,500	€37,500	€3,750	€50,000	€5,000
7. Loss of hearing in one ear	€5,000	€500	€7,500	€750	€10,000	€1,000
8. Loss of use of:						
- a shoulder or elbow	€10,000	€1,000	€15,000	€1,500	€20,000	€2,000
- a wrist, thumb, hip, knee or ankle	€7,500	€750	€11,250	€1,125	€15,000	€1,500
- any finger or big toe	€2,500	€250	€3,750	€375	€5,000	€500
- any other toe	€1,250	€125	€1,875	€187.50	€2,500	€250
9. Burns & Permanent Scarring	€5,000	€2,500	€7,500	€3,750	€10,000	€5,000
10. A Fracture of one of the bones listed below:						
<b>GRADE III</b>						
- Upper leg (femur)	€600	€300	€1,000	€500	€1,250	€625
- Vertebral body (not Coccyx)						
- Pelvis						
- Skull						
<b>GRADE II</b>						
- Vertebra other than vertebral body						
- Lower leg (tibia)						
- Lower jaw						
- Breastbone (sternum)						
- Two or more ribs						
- Clavicle (collar bone)	€400	€200	€750	€375	€1,000	€500
- Shoulder blade (scapula)						
- Kneecap (patella)						
- Ankle (tarsals) & Pott's Fracture						
- Upper arm (humerus)						
- Lower arm (radius and ulna)						
- Wrist (carpals) & Colles' Fracture						
<b>GRADE I</b>						
- Lower leg (fibula)						
- Hand (metacarpals)**	€300	€150	€550	€275	€650	€325
- Foot (metatarsals)**						
- Coccyx						
- Single rib						
- Nose						

\*\*excludes all fingers and toes

In certain circumstances the amount we pay may be restricted or limited. Please see clause 3.5 "Important points about the benefits" and clause 4 "Maximum benefits and restrictions on benefits". Certain accidents are not covered. Please see clause 5 "What you are not covered for".

## 4. MAXIMUM BENEFITS AND RESTRICTIONS ON BENEFITS

### 4.1 Maximum benefits

#### 4.1.1 If you have Individual 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 speech benefit** (Benefit 5). This amount will be reduced by 50% if you are aged 65 or over at the date of the **accident**. When this limit has been reached, we will not pay any further benefit and the policy will end (see clause 6).

This limit does not apply to a claim for **permanent total disability** whilst travelling as a **fare paying passenger** (Benefit 1.1). In that case, provided the maximum benefits limit referred to above have not been reached, the maximum benefit we will pay for all claims under this policy in total 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. You will not be eligible for Benefit 1.1 if you are aged 65 or over at the date of the **accident**.

#### 4.1.2 If you have Individual and Partner Cover, Individual & 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 four times the **loss of speech benefit** (Benefit 5). This benefit is reduced by 50% for each person covered under the policy who is aged 65 or over at the date of the **accident**. When this limit has been reached, we will not pay any further benefit, and the policy will end (see clause 6).

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 twice the **loss of speech benefit** (Benefit 5). This amount will be reduced by 50% if they are aged 65 or over at the date of the **accident**. When this limit has been reached, we will not pay any further benefit, and the policy will end (see clause 6). These limits of cover do not apply to a claim for **permanent total disability** whilst travelling as a **fare paying passenger** (Benefit 1.1). In that case, provided the maximum benefits referred to above 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.

### 4.2 Where we have paid an earlier benefit under Benefit 8

Where we have made payment under Benefit 8, the amount payable under Benefit 1.1, 1.2, 2, and 3, 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 **Quadriplegia** or **Paraplegia** (Benefits 2 & 3) then we will not pay benefit for loss of use of other parts of that limb affected by the **Quadriplegia** or **Paraplegia** (Benefits 2 & 3) If you claim benefit for the loss of use of more than one part of a limb (Benefit 8) then the total amount we will pay for all parts of one limb will not exceed the benefit payable for **Quadriplegia** or **Paraplegia** (Benefits 2 & 3).

Where we have made payment under Benefits 5-10, the amount payable under Benefits 1-4 in respect of any subsequent **bodily injuries** will be reduced by the amount(s) already paid.

### 4.3 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 an amount decided by the **doctor** to take this into account.

### 4.4 Can you have more than one Personal Accident Plan?

You will only be eligible for insurance cover under one of our **Personal Accident Plans** at any one time.

## 5. WHAT ARE YOU NOT COVERED FOR

**5.1** We will not pay benefit for any accident that is directly or indirectly caused by the following:

- War risks;
- Terrorism;
- Riding on a motorcycle, moped or scooter as a driver or passenger;
- Scuba-diving;
- Rock climbing or mountaineering of any type;
- Participation in **winter sports**;
- Pot-holing or parachuting;
- Competing in any race other than on foot or whilst swimming;
- The manufacture or use of explosives;
- Flying except as a **fare paying passenger**;
- 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;
- HIV, AIDS, any sickness, disease, injury or degenerative process;

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;
- **Permanent total disability, paraplegia, quadriplegia or permanent brain damage if you are aged 65 or over at the date of the accident.**

**5.2** 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**.

**5.3** We will not pay you any benefits for any **accidental bodily injury** occurring 12 or more months after the **accident**.

**5.4** If the resulting effects of an **accidental bodily injury** are worsened because you already had a condition then we will assess the effect that your condition has on your **accidental bodily injury** and we will reduce your benefit by an appropriate amount to take this into account.

## 6. WHEN YOUR PROTECTION ENDS

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

- **you die**;
- **you reach 75 years of age**;
- **you do not pay a monthly premium when it is due**;
- **you cancel the policy**;
- **we cancel your policy as set out in clause 7**;
- **you cease to be a resident in 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 4.

**6.2** If you have Individual and Partner Cover or Family Cover, **your partner**, will cease to be covered as soon as one of the following happens:-

- **your partner reaches 75 years old**;
- he or she stops living permanently with you or ceases to be a **resident in 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 4.

**6.3** If you have Individual & Children or Family Cover, **your child** will cease to be covered as soon as one of the following happens:-

- he or she reaches 18 or 23 years old if in full time education;
- he or she stops living permanently with you or ceases to be a **resident in 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 4.

## 7. CAN STERLING CHANGE THE TERMS OF MY POLICY OR CANCEL IT?

We may cancel or decline to renew the policy at any time by giving you 30 days' notice in writing. We may vary or amend any terms and conditions of this policy at any time by giving you 30 days' written notice.

## 8. CHANGES IN CIRCUMSTANCES AND ABSENCE ABROAD

### 8.1 What happens if any person covered under this policy leaves the Republic of Ireland?

Benefit will not be paid for an accident which happens to a person covered under this policy if at the date of the accident the person has been outside the Republic of Ireland for more than 12 weeks in the preceding 52 week period. Cover in respect of that person will cease on the last day of the twelfth week. If you do wish to extend cover to include such absences, then please write to us with full details before the person concerned leaves the Republic of Ireland. We will then decide whether we are

able to extend cover to the person while they are abroad. If we do, we will send you a written endorsement extending the cover under this policy. You will need to provide this endorsement to us if you have to make a claim relating to that period.

### 8.2 What about changes in my household?

If you have Individual and Partner cover, Individual & Children or Family cover, the cover that the policy provides on your partner or child will end if they cease to live in the same household as you. See clause 6.2 and 6.3.

## 9. LEGAL

You cannot transfer or sell the rights or benefits under this policy. Any fraud or mis-statement or concealment either in your application form or in relation to any other matter affecting your insurance or when you are making a claim may cause this insurance to be null and void and all benefits will be forfeited.

English law applies to this policy unless you have asked for another law and we agreed to this in writing before the start date.

The UK Data Protection Act 1998 gives you the right to a copy of your personal data held by us, upon payment of a fee.

In accordance with the UK Disability Discrimination Act 1995, we are able to provide upon request a textphone facility, audiotapes, large print documentation, and Braille documentation. Please advise APRIL Ireland if you require any of these services to be provided so that we can communicate in an appropriate manner.

If we cannot meet our obligations to you under this policy, you may be entitled to compensation from the UK Financial Services Compensation Scheme. We can give you details of the scheme on request.

Sterling is a member company of Sterling Insurance Group Limited. Payment of benefit may be made by Sterling Insurance Group Limited on behalf of Sterling. Such payment will constitute a full discharge of our liability.

## 10. MAKING A CLAIM

If any person covered under this policy has an **accident**, they must be put under the care of a **doctor** as soon as possible.

If **you** wish to make a claim under this policy, please ask for a claim form from:

Discovery Personal Accident Plan, Sterling Insurance Company Limited, 50 Kings Hill, West Malling, Kent, ME19 4JX, United Kingdom.

**Telephone: 0044 1732 524238.\***

The claim form must be filled in and sent to **us** at the above address. All claims must be submitted within three calendar months of the date of the **accident** or as soon as possible. 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.

The person making the claim must as often as **we** reasonably require agree to medical examination at **our** expense in connection with any claim.

*\*To make sure we maintain a high quality service we may monitor or record phone calls.*

## 11. MAKING A COMPLAINT

It is always **our** aim to provide **you** with a very high standard of service. Should **you** wish to complain about **your** policy or to obtain a copy of **our** complaints procedures please contact:

Discovery Personal Accident Plan, APRIL Ireland, Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24.

Telephone: 0749 161868

If **you** remain dissatisfied **you** also have the right to refer **your** complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, United Kingdom. Telephone: 1800 0234 567. The Financial Ombudsman Service will normally only consider **your** complaint once **we** have given **you** **our** final response.

Following these procedures will not affect **your** right to take legal action. Sterling Insurance Company Limited is authorised and regulated by the UK Financial Services Authority. Sterling Insurance Company Limited is a private company limited by shares incorporated in England under registered number 498605. It is a wholly owned subsidiary of Sterling Insurance Group Limited.

## APRIL - changing the image of insurance

APRIL Ireland is part of APRIL, a global insurance provider. They were formed in 1988 and set out to change the image of insurance by putting the customer at the heart of the organisation.

Today, APRIL has a market value in excess of €987 million and operate in 30 countries, looking after some 3 million policyholders worldwide. They have consolidated revenues exceeding €813 million and paid out claims totalling €200 million in 2009\*.

You are in safe hands when you take out a protection policy with APRIL Ireland.

\*All figures correct at 2009

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APRIL Ireland Registered Office: Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24. Tel: 0749 161868 - [www.april-ireland.com](http://www.april-ireland.com)  
Sterling Insurance Company Limited Registered Office: Ambassador House, Paradise Road, Richmond, Surrey TW9 1SQ, United Kingdom.

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DISCIRPPD 01/11

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