

HEALTH RANGE  
OF PLANS



# sovereign

...income assistance policy  
**key facts and policy document**



## Sovereign income assistance policy summary of cover

This document summarises the main features, benefits and exclusions of the Sovereign Income Assistance Policy. It does not contain the full terms and conditions, which are set out in the accompanying Policy Document. This is a summary of all cover provided by APRIL Ireland as an agent of the insurer, London General Insurance Company Limited (we/us/our/the Insurer).

### Customers with special needs

If you have hearing or speech difficulties, you can text telephone on (0044) 844 871 8211. This document and all our literature is available in large print, audio or Braille. We will be happy to provide you with a copy on written request, or you can call us on (0044) 844 871 8061 to request a copy.

### WHAT IS THE SOVEREIGN INCOME ASSISTANCE POLICY?

The Sovereign Income Assistance Policy is an income protection policy which offers the following listed benefits to you and your partner, subject to meeting the relevant eligibility criteria and payment of the relevant premiums:

1. Accident or Sickness, Hospitalisation, Serious Injury and Accidental Death Benefit
2. Unemployment Benefit (optional)
3. Child Benefit (optional)
4. Return of Premium Benefit (optional)
5. Indexation (optional)

You must also select your preferred deferred period, amount of monthly benefit and the maximum number of monthly benefit payments.

#### Please note:

- The deferred period is the amount of time you must wait before any monthly benefit or benefit under the Child Benefit option becomes payable.
- The monthly benefit forms the basis of the amount payable if you are off work due to accident, sickness, hospitalisation or if you become unemployed (subject to your chosen Benefit options). The amount you can select is a maximum of 60% of your gross monthly income (if you are employed) or a maximum of 60% of your taxable monthly income (if you are self-employed). A minimum of €300 per month and a maximum of €3,000 per month is available. You must also select the maximum number of monthly benefits payable in the event of accident or sickness (12 or 24 months).
- For non-earning partners a monthly benefit of €300 or €350 is available. The maximum number of monthly benefits payable in the event of accident or sickness is 12.
- Benefit payment(s) are payable to you if:
  - you suffer accidental death or serious injury; or
  - your child suffers from an accident which means they are unable to attend school or nursery during term time (subject to your chosen Benefit option).

**The benefit(s) selected, including the monthly benefit amount, the maximum number of monthly benefit payments and the deferred period that you have selected will be detailed on your Schedule of Insurance.**

### AM I ELIGIBLE?

You can take out the Sovereign Income Assistance Policy with the applicable benefit selected, if on the Policy commencement date:

#### For Accident or Sickness, Hospitalisation, Serious Injury and Accidental Death Benefit options (applicable to sole policyholders and the first named policyholder):

- you are aged 16 years old or over and under 60; and
- you are resident in the Republic of Ireland; and
- (applicable to the sole policyholder or first named policyholder only) you are actively working, being:
  - employed for a minimum of 16 hours per week (i.e. not medically certified as unfit for work); or
  - self-employed (i.e. not medically certified as unfit for work).

#### For Unemployment Benefit option (applicable to sole or joint policyholders), if on the Policy commencement date:

- you are aged 18 years old or over and under 60; and
- you are resident in the Republic of Ireland; and
- you are actively working, being:
  - employed for a minimum of 16 hours per week (i.e. not medically certified as unfit for work); or

- self-employed (i.e. not medically certified as unfit for work); and
- you have worked continuously, for twelve months before the commencement date of the Policy.

If you are a non-earning partner (i.e. you do not meet the definition of employment or self-employment) you may apply for Accident or Sickness, Hospitalisation, Serious Injury and Accidental Death cover as a second policyholder providing:

- You are aged 16 years old or over and under 60; and
- You are resident in the Republic of Ireland; and
- If You are employed or self-employed in any way you must not be medically certified as unfit for work.

#### Please note:

- If you have selected Child Benefit cover as shown on your Schedule of Insurance, your child must be resident in the Republic of Ireland and attending school or nursery.

**If you are a contract worker or self-employed please see the Special Note at the end of the Main Benefits section.**

### WHO PROVIDES THIS COVER?

The Sovereign Income Assistance Policy is provided by London General Insurance Company Limited, (we/us/our/the Insurer). This Policy is administered by APRIL Ireland. TWG Services Limited (the Claims Handler) is the claims administrator of this Policy.

### MAIN BENEFITS

For full details please refer to Section 3 of the Policy Document.

#### Accident or Sickness Benefit

If you are off work through accident or sickness for more than your chosen deferred period, we will pay 1/30th of your chosen monthly benefit for each continuous day you are off work thereafter. We will continue to pay 1/30th of your chosen monthly benefit for each continuous day of absence until:

- you are no longer off work due to accident or sickness; or
- we have paid a maximum of 12 or 24 monthly benefits (depending on the Benefit option you have selected) for any one event of accident or sickness; or
- the Policy end date.

#### Accident or Sickness Benefit for non-earning partners

If you require assistance to perform normal daily activities or are totally confined to your normal place of residence, a hospital or other recognised medical facility because of an accident or sickness for more than your chosen deferred period, we will pay 1/30th of your chosen monthly benefit for each subsequent day of accident or sickness. We will continue to pay 1/30th of your chosen monthly benefit in respect of each day you continuously require assistance to perform normal daily activities because of an accident or sickness until the first of the following occur:

- you are certified by your doctor as fit to resume normal daily activities unassisted, or you fail to provide us with proof of your accident or sickness;
- we have paid a maximum of 12 monthly benefits in respect of any one event of accident or sickness;
- the Policy end date.

**Please Note:** in order to be able to claim under accident or sickness benefit you must be certified by your doctor as totally confined to your normal place of residence, a hospital or other recognised medical facility OR as requiring assistance to carry out at least 4 of the 8 listed normal daily activities unaided. Normal daily activities include dressing and

undressing, washing and bathing, eating and drinking, preparing and cooking food, general household duties such as cleaning and laundering clothes, climbing stairs, shopping, and driving.

#### **Unemployment Benefit (if selected)**

If you are unemployed due to redundancy (if employed) or business failure (if self-employed) for more than your chosen deferred period we will pay 1/30th of your chosen monthly benefit for each continuous day you are off work thereafter. We will continue to pay 1/30th of your chosen monthly benefit for each continuous day of unemployment until:

- you are no longer unemployed; or
- we have paid a maximum of 12 monthly benefits; or
- the Policy end date.

#### **Hospitalisation Benefit**

If you are hospitalised for more than 48 hours, we will pay you a benefit of 10% of your chosen monthly benefit for each subsequent complete 24 hours thereafter that you remain in hospital for up to a maximum of 30 such payments per insured person (as detailed on your Schedule of Insurance) per Policy year.

#### **Serious Injury Benefit**

If you suffer a serious injury as the result of an accident and you survive for 30 days after the accident, we will pay you a lump sum as follows:

- if serious injury results in total and irrecoverable loss of use of one limb or loss of sight in one eye - 25 times your monthly benefit.
- if serious injury results in total and irrecoverable loss of use of two limbs or loss of sight in both eyes - 50 times your monthly benefit.

The maximum benefit payable under this section during the term of this Policy is 50 times the monthly benefit selected. In addition, you can still claim your monthly benefit.

#### **Accidental Death Benefit**

If you die within 12 months as a result of a serious injury, we will pay your estate a lump sum of 50 times your monthly benefit. If the serious injury benefit has previously been paid and you later die from the same serious injury, the amount payable on accidental death will be reduced by the amount already paid for serious injury.

#### **Child Benefit (if selected)**

If your named child is absent from school or nursery solely due to an accident for more than your chosen deferred period, we will pay 1/30th of €300 for each subsequent day of absence, during term-time only. We will continue to pay 1/30th of €300 in respect of each day after that, during which your child is continuously absent from school or nursery until the first of the following occur:

- Your child returns to school or nursery; or
- Your child reaches the age of 16; or
- We have paid a total of €3,600; or
- The Policy end date; or
- The date of your child's death.

Please note, the payment will be suspended during any school/nursery holidays and will re-start the following school/nursery term-time, provided your child remains absent from school/nursery solely due to the accident.

#### **For joint policyholders**

Up to 4 named children aged 3 years old or over and under 16 years old can be included free of charge. If cover is required for more than four children, an additional charge will be added to the monthly premium.

#### **For sole policyholders**

Children aged 3 years or over and under 16 years old can be included at an additional charge, which will be added to the monthly premium.

#### **Return of Premium Benefit (if selected)**

If you hold your Policy for a continuous 12 year period, with no benefits being paid, we will refund 25% of all premiums paid. Where your Policy cannot run for 12 continuous years due to your age at the Policy commencement date, a pro-rata amount would be payable as long as no benefits have been paid at any time prior to the Policy end date. The return of premium benefit applies to each continuous 12 year period that you hold the Policy with no benefits being paid.

#### **Indexation Benefit (if selected)**

Each Policy anniversary your chosen monthly benefit will automatically increase by 5% (to the nearest €50 increment) to help keep pace with any increase in earnings. Your premium will increase in accordance with the monthly benefit.

#### **Please note:**

- The maximum accidental death or serious injury benefit when added to any other accidental death or serious injury benefit payable by us following a claim made on your behalf under this Policy or any other policy in force with us at the time of accidental death or serious injury is 50 times your monthly benefit.
- The maximum monthly benefit payable for accident or sickness or unemployment when added to any other monthly benefit or benefit (excluding increases due to indexation benefit) being paid by us following a claim made by you under this Policy or any other policy in force with us is €3,000 per month, or €350 per month in respect of non-earnings partners.
- The maximum monthly benefit payable for child benefit when added to any other monthly benefit or benefit (excluding increases due to indexation benefit) being paid by us following a claim made by you under this Policy or any other policy in force with us is €300 per month.
- The maximum daily benefit payable for hospitalisation when added to any other benefit (excluding increases due to indexation benefit) being paid by us following a claim made by you under this Policy or any other policy in force with us is €300 per day, or €35 per day in respect of non-earnings partners

#### **SPECIAL NOTE:**

##### **If you are a contract worker please note the following:**

You are still entitled to claim benefit for unemployment due to redundancy or business failure, if you have selected this Benefit option, but payments will end at the natural expiry of your fixed term contract unless you meet one of the criteria below:

1. You have worked continuously for the same employer for at least 24 months; or
2. You have been on a single contract for at least 12 months and had that contract renewed at least once; or
3. You were originally employed on a permanent basis by the same employer but were transferred to a fixed-term contract by your employer without a break in employment.

In all cases benefit will be subject to the Policy limits of a maximum of 12 monthly benefits.

##### **If you are self-employed please note the following:**

1. A condition will only be acceptable as accident or sickness if it stops you from assisting, managing, supervising and/or carrying on any part of the running of your business whatsoever.
2. In order to qualify for unemployment benefit, if you have selected this option, your business must have ceased trading.

You will need to provide evidence of your business failure to us.

#### **MAIN EXCLUSIONS**

##### **When would you not be able to claim?**

We will not pay any benefits:

- If your accident or sickness or hospitalisation results from:
  - any pre-existing medical condition as defined in the Policy terms; or
  - HIV or any HIV related illness including AIDS; or
  - backache, or whiplash unless a doctor provides medical evidence showing definite symptoms of restriction of movement;
  - any emotional or psychiatric condition, depression, stress or mental disorder, unless it is due to organic mental disease or psychosis;
- If your sickness is diagnosed within 90 days after the Policy commencement date;
- For unemployment due to redundancy/business failure:
  - if it starts within 90 days of the Policy commencement date;
  - unemployment or impending unemployment known to you at the Policy commencement date;
  - if it is a regular or seasonal event that occurs in your work or is brought about by the expiry of a fixed-term contract, unless certain conditions are met.
- If your serious injury or accidental death results from flight in a non-scheduled aircraft.

A full list of exclusions is included in Section 3 of the Policy Document.

## WHEN DOES THIS POLICY END?

This Policy is for monthly periods, and will end on the earliest of the following:

- the date when you become 65 years of age, or the date you retire, whichever is the sooner;
- the date you fail to pay your premium when due;
- the date of your death;
- the date the Policy is cancelled or terminated.

**For joint policyholders only:** If the first and/or second policyholder becomes 65 years of age, retires or dies during the Policy term, please contact APRIL Ireland to discuss your ongoing requirements.

## Additional information about your Policy term and premium

We do not guarantee that this Policy will be available indefinitely. We reserve the right to terminate this Policy, by providing 60 days notice, in writing, to you.

Your premium and the benefit provided under this Policy is based on the historical performance of this product. Your premium and the benefit provided under this Policy are not guaranteed to remain at the same level throughout the life of your Policy.

We reserve the right to amend the premium and/or benefit provided under this Policy at any time, by providing 30 days notice, in writing, to you. We cannot foresee every circumstance under which your premium and/or benefit provided will change, however a few reasons are listed below. The premium and/or benefit provided may change if:

- The level of claims costs are significantly different to the level we had expected;
- Our administration and/or distribution costs change;
- The level of benefit provided or amount of premium charged for this Policy is significantly different than the projected costs of the Policy;
- There are changes in tax or other government or regulatory charges which affect your Policy.

We will notify you in advance of any premium and/or Policy benefit changes. Upon notification, you are under no obligation to continue your Policy at the revised premium and/or benefit levels but the previous premium and/or benefit levels will no longer be available to you. If you do not wish to continue with your cover you can cancel your Policy by following the details in Section 7 of the Policy Document.

Any change in your premium will not depend upon your individual circumstances, for example, your health or the number of claims that you make. The assessment of future premiums and/or benefit provided under this Policy is based upon the premium being charged for everyone insured under this product, and not you personally.

## CAN I CANCEL THIS COVER?

You may cancel this cover within 30 days of the Policy commencement date with a full refund of premium, subject to no claims being made. To cancel this Policy please write to APRIL Ireland at: Customer Services, APRIL Ireland, Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24.

## HOW DO I MAKE A CLAIM?

You or your representative must contact APRIL Ireland, Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24 or telephone (0044) 1454 619500 to request a claim form.

Please return the completed claim form to TWG Services Limited (the Claims Handler) at, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, as soon as possible.

Please note, you must continue to make premium payments during any claim.

## WHAT SHOULD I DO IF I HAVE A COMPLAINT?

If you have any queries or complaints please follow the procedure detailed below.

### 1. Policy Sale or Administration

If you have a complaint about the sale or administration of your Policy, please contact APRIL Ireland, Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24 and you will be provided with details of their complaints procedure. APRIL Ireland is authorised and regulated by the Financial Regulator, Reference Number C29542.

### 2. Terms of the Policy

If you have a complaint about the terms of the Policy wording, please contact the Insurer, London General Insurance Company Limited, at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF.

If you are still dissatisfied with the Policy wording you may write to the Managing Director of the insurance company at the same address.

### 3. Claims Handling

The handling of your claim is undertaken by the claim handler, TWG Services Limited. If you, therefore, have a complaint with the handling of your claim you may write to the Administration Director, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF.

If your complaint addressed to any of the above parties is not resolved to your satisfaction, you may contact the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Telephone 1890 88 20 90 or 01 662 0899.

None of the above affects any right of action you may have.

## WHAT HAPPENS IF THE INSURER IS UNABLE TO MEET ITS LIABILITIES?

If we are unable to meet our liabilities under this Policy, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further details are available from the FSCS at, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8DN. Telephone (0044) 207 892 7300.

## GENERAL INFORMATION

**Law Applicable:** Unless we agree otherwise before the Policy commencement date, Irish Law will apply.

**Language:** This Policy is written in English and all communications shall be in English.

**Insurer:** The insurer is London General Insurance Company Limited registered number E904436, whose head and registered offices are at Fitzwilliam Business Centre, 77 St John Rogerson's Quay, Dublin 2. The insurer is authorised and regulated by the Financial Regulator, Reference Number C33582.

## DEMAND AND NEEDS

The Sovereign Income Assistance Policy meets the demands and needs of those who wish to protect against loss of income in the event of accident, sickness, hospitalisation, serious injury, accidental death or unemployment. The levels of cover available with this Policy are detailed in the Summary of Cover, including the main benefits, main exclusions and limitations.

If you wish to reconsider your decision, you have a period of 30 days after the Policy commencement date to cancel this cover with a full refund of any premiums paid, providing no claims have been made.

In applying for Sovereign Income Assistance Policy you have confirmed that you meet the eligibility criteria detailed in the Summary of Cover.

(Please note: For joint cover both first and second policyholders must meet the applicable eligibility criteria). We would like to remind you that you have an obligation to disclose all material information during the Policy application and during the period of insurance and that non-disclosure could lead to cancellation of the Policy.

Your Summary of Cover details a summary of the benefits and exclusions. Please read your Policy Document for full details of your cover within 30 days of receipt to ensure that it meets your requirements.

## PREMIUM COLLECTIONS

All premium payments from you and due to the Insurer for this Policy will be held by APRIL Ireland on behalf of the Insurer. APRIL Ireland will hold any premium refund that is due to you from the Insurer. In this capacity APRIL Ireland act as an authorised agent of the Insurer. This means that once a premium is paid to APRIL Ireland it is deemed to have been received by the Insurer.

# Sovereign income assistance policy policy document

The benefits You are entitled to will be detailed on Your Schedule.

## SECTION 1: INTRODUCTION

This Policy Document in connection with Your Schedule proves that You have chosen protection under the Sovereign Income Assistance Policy, and that You will be protected by it provided the relevant insurance Premium(s) are paid. This insurance is regulated by the Financial Regulator.

Some words in this Document have special meanings, which are explained in Section 9, under the heading MEANING OF WORDS/ DEFINITIONS. When these words are shown in **bold** text they have a special meaning, otherwise, their ordinary everyday meaning applies.

Please note also that **We, Us or Our** refers to the Insurer who is London General Insurance Company Limited, registered number E904436, which is a private company limited by shares and incorporated in Ireland whose head and registered offices are at Fitzwilliam Business Centre, 77 St John Rogerson's Quay, Dublin 2, and **You or Your** refers to the person(s) named in the **Schedule** being the person(s) who will benefit from the protection provided by the Policy. APRIL Ireland acts as **Our** agent in respect of this insurance.

The Policy shows details of the benefits provided for You if You suffer **Accidental Death**, suffer from an **Accident** or **Sickness** or **Serious Injury** or become **Hospitalised** or become **Unemployed**.

This document also provides details of Child Benefit, Return of Premium benefit and Indexation. Section 3 explains the benefits of the Policy, together with circumstances when You cannot claim.

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### Please note

- You should make sure the information You supplied in connection with this Policy is correct to the best of Your knowledge and belief.
- You should keep a record of all information supplied to both Us and/or APRIL Ireland for the purpose of taking out this Policy. A copy of any such information will be supplied by both Us and/or APRIL Ireland on request.
- Any omission, misrepresentation or false statement of a material fact in Your application for this Policy or any claim could affect the payment of benefits under this Policy. A material fact is one which is likely to influence the acceptance of Your application or any claim for insurance. If You are unsure whether a fact is material You should declare it.
- If You make any claim, which We consider to be fraudulent, unfounded or exaggerated, all benefits under this Policy will be lost and We will seek to recover any benefits paid under a claim.
- We may, and You agree that We may, use video surveillance to investigate any claim that We have good reason to believe may be fraudulent.

## SECTION 2: ELIGIBILITY REQUIREMENTS

You can take out this Policy if on the **Commencement Date**:

For **Accident** or **Sickness, Hospitalisation, Serious Injury** and **Accidental Death** Benefit options (applicable to sole policyholders and the first named policyholder):

- You are aged 16 years old or over and under 60; and
- You are resident in the Republic of Ireland; and
- You are actively **Working**, being:
  - **Employed** for a minimum of 16 hours per week (i.e. not medically certified as unfit for work); or
  - **Self-Employed** (i.e. not medically certified as unfit for work).

For **Unemployment** Benefit option (applicable to sole or joint policyholders):

- You are aged 18 years old or over and under 60; and
- You are resident in the Republic of Ireland.
- You are actively **Working**, being:
  - **Employed** for a minimum of 16 hours per week (i.e. not medically certified as unfit for work); or
  - **Self-Employed** (i.e. not medically certified as unfit for work); and
  - You have **Worked** continuously, for the last 12 months.

If You are a **Non-Earning Partner** You may apply for **Accident** or **Sickness, Hospitalisation, Serious Injury** and **Accidental Death** cover as a second policyholder providing:

- You are aged 16 years old or over and under 60; and
- You are resident in the Republic of Ireland; and
- If You are employed or self-employed in any way You must not be medically certified as unfit for work.

### Please note:

- If You have selected Child Benefit cover as shown on Your **Schedule, Your Child** must be resident in the Republic of Ireland and attending school or nursery.

### IMPORTANT

Provided You meet the relevant requirements set out in Section 2 You will be eligible for the applicable cover. There are, however, circumstances set out in Section 3 that may mean that You will be unable to claim benefit for impending **Unemployment** known to You at the **Commencement Date** or for health conditions of which You are aware on the **Commencement Date** or for which You have received treatment in the past 24 months. Please read Section 3 of the Policy carefully as it may affect Your decision as to whether the Policy is suitable for You.

If, at any time during the term of the Policy, Your circumstances change You should contact APRIL Ireland immediately. For example, a change in:

- Your employment status (due to less than 16 hours being worked per week, if You are **Employed**)
- Retirement
- Residency

may affect Your entitlement to claim under the **Accident** or **Sickness** and **Unemployment** sections of the Policy.

### Change in residency

No benefit will be paid while You are outside the EU for a period intended by You to be more than 90 days, or if You cease to be resident in the Republic of Ireland. This clause will not apply if Your reason for leaving the EU is because You are a member of the Irish Armed Forces or as a civil servant in an Irish Embassy or Consulate.

## SECTION 3: BENEFITS AND EXCLUSIONS

### 3.1 ACCIDENT OR SICKNESS BENEFIT

#### When can you claim for Accident or Sickness Benefit?

If **You** are unable to **Work** because of an **Accident** or **Sickness** for more than **Your** chosen **Deferred Period**, **We** will pay 1/30th of **Your Monthly Benefit** for each subsequent day of **Accident** or **Sickness**. **We** will continue to pay 1/30th of **Your Monthly Benefit** in respect of each day, **You** are continuously unable to **Work** because of an **Accident** or **Sickness** until the first of the following occur:

- **You** cease to be unable to **Work** due to an **Accident** or **Sickness** or **You** fail to provide **Us** with proof;
- **We** have paid a maximum of 12 or 24 (depending on the Benefit option **You** selected and as shown on **Your Schedule**) **Monthly Benefits** in respect of any one event of **Accident** or **Sickness**;
- The **End Date**.

Periods of **Accident** or **Sickness** separated by less than three months will be treated as one continuous period of **Accident** or **Sickness**. If **We** have paid the maximum of **Monthly Benefits** (12 or 24 depending on the Benefit option **You** selected and as shown on **Your Schedule**), **You** must return to **Work** for a continuous period of 3 months before **You** are entitled to make another claim for **Accident** or **Sickness**.

#### When can you claim for Accident or Sickness Benefit – Non-Earning Partners?

If **You** require assistance in performing **Normal Daily Activities** or are totally confined to **Your** normal place of residence, a hospital or other recognised medical facility because of an **Accident** or **Sickness** for more than **Your** chosen **Deferred Period**, **We** will pay 1/30th of **Your Monthly Benefit** for each subsequent day of **Accident** or **Sickness**. **We** will continue to pay 1/30th of **Your Monthly Benefit** in respect of each day, **You** continuously require assistance to perform **Normal Daily Activities** because of an **Accident** or **Sickness** until the first of the following occur:

- **You** are certified by **Your Doctor** as fit to resume **Your Normal Daily Activities** unassisted, or **You** fail to provide **Us** with proof of **Your Accident** or **Sickness**;
- **We** have paid a maximum of 12 **Monthly Benefits** in respect of any one event of **Accident** or **Sickness**;
- The **End Date**.

**Please Note:** in order to be able to claim under **Accident** or **Sickness** benefit **You** must be certified by **Your Doctor** as totally confined to **Your** normal place of residence, a hospital or other recognised medical facility OR as requiring assistance to carry out at least 4 of the 8 listed **Normal Daily Activities**.

Periods of **Accident** or **Sickness** separated by less than three months will be treated as one continuous period of **Accident** or **Sickness**. If **We** have paid the maximum of 12 **Monthly Benefits**, **You** must be certified as fit by **Your Doctor** to carry out **Your Normal Daily Activities** unassisted for a continuous period of 3 months before **You** are entitled to make another claim for **Accident** or **Sickness**.

#### When can you not claim for Accident or Sickness Benefit?

**We** will not pay any **Accident** or **Sickness** benefits if **Your Accident** or **Sickness** results directly or indirectly from:

- any **Pre-Existing Medical Condition**;
- any **Chronic Condition** which is existing or which **You** knew about at the **Commencement Date**, or of which **You** were exhibiting the symptoms whether specifically diagnosed or not or for which **You** were receiving medical treatment or advice during the 24 months preceding the **Commencement Date**;
- **Normal Pregnancy/Childbirth Related Conditions** (Special Note: when a claim is made by **You** for a pregnancy or childbirth related condition, **We** may refer **You** to a **Doctor** or Consultant who specialises in obstetrics for an opinion of whether the condition is a **Normal Pregnancy/Childbirth Related Condition**. **We** will consider this opinion to be final). For **Sickness** claims only, if **You** are unable to return to **Work** 13 weeks after **Your** pregnancy ends, **Your Monthly Benefit** will be paid from this date;

- elective surgical procedures or surgical procedures which are not medically required;
- **Backache** or **Whiplash**, unless a **Doctor** provides medical evidence (e.g. radiological evidence, MRI scan or x-ray) showing definite symptoms of restriction of movement;
- any emotional or psychiatric condition, depression, stress or mental disorder, unless it is due to organic mental disease or psychosis;
- war, riot, or civil commotion;
- ionising radiations or radioactive contamination from nuclear waste produced by the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any nuclear device or component;
- earthquake;
- H.I.V. (Human Immunodeficiency Virus) and/or any H.I.V. related illness including A.I.D.S. (Acquired Immune Deficiency Syndrome);
- the taking of alcohol or drugs, unless under the specific direction of a **Doctor** and not for the treatment of drug addiction.

**We** will not pay any **Sickness** benefits if **Your Sickness** occurs within 90 days of the **Commencement Date**.

### 3.2 UNEMPLOYMENT BENEFIT

**You** are only entitled to this benefit if it is detailed on **Your Schedule** and **You** have paid the relevant premium

#### When can you claim for Unemployment Benefit?

If **You** become **Unemployed** due to **Redundancy** (if **Employed**) or **Business Failure** (if **Self-Employed**) for more than **Your** chosen **Deferred Period**, **We** will pay 1/30th of **Your Monthly Benefit** for each subsequent day of **Unemployment**. **We** will continue to pay 1/30th of **Your Monthly Benefit** in respect of each day **You** are continuously **Unemployed** until the first of the following occur:

- **You** cease to be **Unemployed** or **You** fail to provide **Us** with proof;
- **We** have paid a maximum of 12 **Monthly Benefits** in respect of any one event of **Unemployment**;
- The **End Date**.

Throughout the Policy term **You** must have been at **Work** for at least three consecutive months before any period of **Unemployment** and not be in receipt of any **Payment in Lieu of Notice**.

Periods of **Unemployment** separated by less than three months will be treated as one continuous period of **Unemployment**. If **We** have paid the maximum of 12 **Monthly Benefits**, **You** must return to **Work** for a continuous period of 6 months before **You** are entitled to make another claim for **Unemployment**.

#### When can you not claim for Unemployment Benefit?

**We** will not pay any **Unemployment** benefits:

- if it starts within 90 days of the **Commencement Date**;
- if at the **Commencement Date** **You** knew **You** were to become **Unemployed**, or it is reasonable for **Us** to conclude that **You** knew that it was likely to happen;
- if it is a regular or seasonal event that occurs in **Your Work**;
- if it is brought about by the expiry of a fixed-term contract, other than where:
  - 1) **You** have **Worked** continuously for the same employer for at least 24 months; or
  - 2) **You** have been on a single contract for at least 12 months and have had that contract renewed at least once; or
  - 3) **You** were originally **Employed** on a permanent basis by the same employer but were transferred to a fixed-term contract by **Your** employer without a break in **Employment**.Unless **You** meet one of the above criteria for fixed-term contracts any claim in respect of **Unemployment** following the expiry of a fixed-term contract before its natural expiry date will be restricted to the earlier of:
  - the natural expiry date of the fixed-term contract from which **You** were made **Unemployed**, or
  - the date when 12 **Monthly Benefits** have been paid;

- if **Your Redundancy** is in any manner voluntary, unless **You** have suffered **Short-time** or been **Laid off** for four or more consecutive weeks or for a series of six or more weeks within a period of thirteen weeks and have given the appropriate notice in writing to **Your** employer in accordance with the Redundancy Payments Act 1967 to 2007;
- if it is a result of **Your** wilful misconduct, dishonesty or fraud;
- if **You** do not make a genuine and continuing effort to get **Work**;
- in respect of any period for which **You** have received any **Payment in Lieu of Notice**, or in respect of any period after **You** have stopped **Working** and before the effective date of **Redundancy** given by **Your** employer;
- if before **Your Redundancy** **You** were **Employed** by:
  - (a) a limited liability partnership or a company of which **You** or **Your** husband, wife, partner, parent, child, brother or sister, was a Director and/or Shareholder (other than by way of bona fide investment in a company quoted on a recognised stock exchange) unless that company ceases totally and permanently to trade as a direct result of an inability to pay its debts as they were due, as a direct consequence of which, and immediately after which, **You** suffer **Redundancy**; or
  - (b) someone who is **Self-Employed** or by a partnership where the person who is **Self-Employed**, or any of the partners of the partnership, is **Your** husband, wife, partner, child, brother or sister unless that person or partnership ceases totally and permanently to trade as a direct result of an inability to pay its debts as they were due, as a direct consequence of which, and immediately after which, **You** suffer **Redundancy**;
- if **Your Unemployment** results directly or indirectly from a strike, labour dispute or lockout;
- if **You** refuse any offer of reasonable alternative employment by **Your** employer, which by reason of **Your** qualifications and previous experience and the location of such employment it would have been reasonable for **You** to accept;
- if **Your Unemployment** results from:
  - war, riot, or civil commotion;
  - ionising radiations or radioactive contamination from nuclear waste produced by the combustion of nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any nuclear device or component;
  - earthquake;
  - the taking of alcohol or drugs, unless under the specific direction of a **Doctor** and not for the treatment of drug addiction.

### IMPORTANT

In the event that **You** are offered a temporary position during a period when **You** are claiming for **Unemployment**, subject to **Our** prior approval, **We** may suspend **Your Unemployment** claim for a maximum period of 6 months, during which time **We** will require evidence of **Your** continued search for **Work**.

If **You** are **Unemployed** due solely to **You** becoming a **Carer** and **You** are in receipt of Carer's Allowance **You** may be entitled to claim **Unemployment** benefit. Please contact APRIL Ireland on (0044) 1454 619500 for further details and a claim form. If at the **Commencement Date** **You** knew **You** were to become a **Carer**, or it is reasonable for **Us** to conclude that **You** knew that it was likely to happen then no benefit will be payable in this respect.

### 3.3 HOSPITALISATION BENEFIT

#### When can you claim for Hospitalisation Benefit?

If **You** are **Hospitalised** for more than 48 hours, **We** will pay **You** a benefit of 10% of **Your** chosen **Monthly Benefit** for each subsequent 24 hours thereafter that **You** remain in **Hospital** for up to a maximum of 30 such payments per insured person (as detailed on **Your Schedule**) per Policy year. In addition, **You** will still be entitled to claim **Your Monthly Benefit** under **Your Accident** or **Sickness** benefit.

#### When can you not claim for Hospitalisation Benefit?

**We** will not pay any **Hospitalisation** benefits if **Your Hospitalisation** results directly or indirectly from:

- any **Pre-Existing Medical Condition**;
- any **Chronic Condition** which is existing or which **You** knew about at the **Commencement Date**, or of which **You** were exhibiting the symptoms whether specifically diagnosed or not or for which **You** were receiving medical treatment or advice during the 24 months preceding the **Commencement Date**;
- **Normal Pregnancy/Childbirth Related Conditions** (Special Note: when a claim is made by **You** for a pregnancy or child birth related condition, **We** may refer **You** to a **Doctor** or Consultant who specialises in obstetrics for an opinion of whether the condition is a **Normal Pregnancy /Childbirth Related Condition**. **We** will consider this opinion to be final). For **Sickness** claims only, if **You** are unable to return to **Work** 13 weeks after **Your** pregnancy ends, **Your Monthly Benefit** will be paid from this date;
- elective surgical procedures or surgical procedures which are not medically required;
- **Backache** or **Whiplash**, unless a **Doctor** provides medical evidence (e.g. radiological evidence, MRI scan or x-ray) showing definite symptoms of restriction of movement;
- any emotional or psychiatric condition, depression, stress or mental disorder, unless it is due to organic mental disease or psychosis;
- war, riot, or civil commotion;
- ionising radiations or radioactive contamination from nuclear waste produced by the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any nuclear device or component;
- earthquake;
- H.I.V. (Human Immunodeficiency Virus) and/or any H.I.V. related illness including A.I.D.S. (Acquired Immune Deficiency Syndrome);
- the taking of alcohol or drugs, unless under the specific direction of a **Doctor** and not for the treatment of drug addiction.

### 3.4 SERIOUS INJURY BENEFIT

#### When can you claim for Serious Injury Benefit?

If **You** suffer a **Serious Injury** as the result of an **Accident** and **You** survive for 30 days after the **Accident**, **We** will pay **You** a lump sum as follows:

- if **Serious Injury** results in total and irrecoverable loss of use of one limb or **Loss of Sight** in one eye - 25 times **Your Monthly Benefit**.
- if **Serious Injury** results in total and irrecoverable loss of use of two limbs or **Loss of Sight** in both eyes - 50 times **Your Monthly Benefit**.

The maximum benefit payable under this section during the term of this Policy is 50 times the **Monthly Benefit** selected. In addition, **You** will still be entitled to claim **Your Monthly Benefit** under **Your Accident** or **Sickness** benefit.

#### When can you not claim for Serious Injury Benefit?

No benefit will be paid if **Serious Injury** results from flight in a non-scheduled aircraft.

### 3.5 ACCIDENTAL DEATH BENEFIT

#### When can you claim for Accidental Death Benefit?

If **You** die as the result of a **Serious Injury** **We** will pay **Your** estate a lump sum of 50 times **Your Monthly Benefit**. If benefit for a **Serious Injury** has previously been paid and **You** later die from the same **Serious Injury**, the amount payable on **Accidental Death** will be reduced by the amount already paid for **Serious Injury**.

#### When can you not claim for Accidental Death Benefit?

No benefit will be paid if **Your Accidental Death** results from flight in a non-scheduled aircraft.

### 3.6 CHILD BENEFIT

**You** are only entitled to this benefit for **Children** named on **Your Schedule** and if **You** have paid the relevant **Premium**.

#### For joint policyholders

Up to 4 named **Children** aged 3 years old or over and under 16 years old can be included free of charge. If cover is required for more than four **Children**, an additional charge will be added to the monthly **Premium**.

#### For sole policyholders

**Children** aged 3 years old or over and under 16 years old can be included at an additional monthly charge which will be added to the monthly **Premium**.

#### When can you claim for Child Benefit?

If **Your Child**, as detailed on **Your Schedule**, is absent from school or nursery during the term-time solely due to an **Accident** for more than **Your** chosen **Deferred Period**, **We** will pay 1/30th of €300 for each subsequent day of absence during term-time. **We** will continue to pay 1/30th of €300 in respect of each day during which **Your Child** is continuously absent from school or nursery until the first of the following occur:

- **Your Child** returns to school or nursery; or
- **We** have paid a total of €3,600; or
- The date **Your Child** reaches 16 years of age; or
- The date of **Your Child's** death; or
- The **End Date**.

Please note, the payment will be suspended during any school/nursery holidays and will re-start the following school/nursery term-time, provided **Your Child** remains absent from school/nursery solely due to the **Accident**.

**We** may require medical evidence from a **Doctor** and proof of absence from **Your Child's** school or nursery.

#### When can you not claim for Child Benefit?

No benefit will be paid:

- where **Your Child's** absence is not due to an **Accident**; or
- for a child not named on **Your Schedule**.

### 3.7 RETURN OF PREMIUM BENEFIT

**You** are only entitled to this benefit if it is detailed on **Your Schedule** and **You** have paid the relevant **Premium**.

If **You** maintain this Policy in force and do not receive any benefits under this Policy for a continuous 12 year period, **We** will pay back to **You** 25% of the premiums paid by **You** over that 12 year period. This applies to each continuous 12 year period that **You** hold the Policy with no benefits being paid.

Where the Policy cannot run for 12 continuous years due to **Your** age at the **Commencement Date**, a pro-rata amount will be repayable. However, the Policy must have been in force for a period of at least 5 continuous years.

Where a claim is made under the Policy, then any **Premiums** paid to the date of and for the period of the claim are discounted for the purpose of the Return of Premiums benefit and the 12 year period starts again. The return of **Premiums** will be made to **You** and cannot be assigned.

### 3.8 INDEXATION

**You** are only entitled to this benefit if it is detailed on **Your Schedule** and **You** have paid the relevant **Premium**.

Each Policy anniversary **Your Monthly Benefit**, and hence premium, will automatically increase by 5% (to the nearest €50 increment) to help keep pace with any increase in **Your** earnings. **Your Premium** will increase in accordance with **Your Monthly Benefit**. If **You** make a valid claim the **Monthly Benefit** will be based on the **Monthly Benefit** payable at the start of the claim. The **Monthly Benefit** payable will not increase during a valid claim.

#### SECTION 4: WHEN YOUR PROTECTION STARTS AND ENDS

**Your** contract with **Us** starts from the date confirmed on **Your Schedule** (for **Unemployment** benefit, protection starts if **You** become **Unemployed** more than 90 days after the **Commencement Date** and for **Sickness** benefit protection starts if it is diagnosed more than 90 days after the **Commencement Date**) and ends on the earliest of the following:

- the date of **Your** death;
- the date when **You** become 65 years of age, or the date **You** retire, whichever is the sooner;
- the date **You** fail to pay **Your Premium** when due;
- the date **Your** Policy is cancelled by **You** or terminated by **Us**;

**For joint policyholders only:** If the first and/or second policyholder becomes 65 years of age, retires or dies during the Policy term, please contact APRIL Ireland to discuss **Your** ongoing requirements.

#### IMPORTANT

This Policy is for monthly periods, and **We** do not guarantee that this Policy will be available indefinitely. **We** reserve the right to withdraw this Policy at any time, by providing 60 days notice, in writing, to **You**.

**Your Premium** and the benefit provided under this Policy is based on the historical performance of this product. **Your Premium** and the benefit provided under this Policy are not guaranteed to remain at the same level throughout the life of **Your** Policy.

**We** reserve the right to amend the **Premium** and/or benefit(s) provided under this Policy at any time, by providing 30 days notice, in writing, to you. **We** cannot foresee every circumstance under which **Your Premium** and/or benefit provided will change, however a few reasons are listed below. The **Premium** and/or benefit provided may change if:

- The level of claims costs are significantly different to the level **We** had expected;
- **Our** administration and/or distribution costs change;
- The level of benefit provided or amount of **Premium** charged for this Policy is significantly different than the projected costs of the Policy;
- There are changes in tax or other government or regulatory charges which affect **Your** Policy.

**We** will notify **You** in advance of any **Premium** and/or Policy benefit(s) changes. Upon notification, **You** are under no obligation to continue **Your** Policy at the revised premium and/or benefit levels but the previous **Premium** and/or benefit levels will no longer be available to **You**. If **You** do not wish to continue with **Your** cover **You** can cancel **Your** Policy by following the details in Section 7.

Any change in **Your Premium** will not depend upon **Your** individual circumstances, for example, **Your** health or the number of claims that **You** make. The assessment of future premiums and/or benefit provided under this Policy is based upon the premium being charged for everyone insured under this Policy, and not **You** personally.

## SECTION 5: HOW TO CLAIM

- **You** or **Your** representative should contact APRIL Ireland, Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24 or telephone (0044) 1454 619500.
- The Claim Form must be completed, ensuring any sections to be completed by others are filled in.
- Send the completed form to the **Claims Handler**, TWG Services Limited at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF. Please note that **We** must receive a completed Claim Form, together with any other information **We** may reasonably require, within 180 days of the event giving rise to a claim. If such completed Claim Form and information is not received within 180 days then, other than in exceptional circumstances which will be determined at **Our** sole discretion, no benefits will be paid in respect of the claim.
- **We** will ask **You** to complete a Continuation Claim Form in respect of any further months of **Accident** or **Sickness** or **Unemployment** and these forms must be sent back completed within 60 days of the date **We** last paid **You** benefit. If such Continuation Claim Forms are not received within 60 days then, other than in exceptional circumstances which will be determined at **Our** sole discretion, no further benefits will be paid in respect of the claim.
- If further supporting evidence of **Your** entitlement to claim is required **You** must provide it at **Your** own expense. **You** must also allow **Us** to have **You** medically examined at **Our** expense if **We** wish.
- In the event of **Your Accidental Death**, **We** reserve the right to require a post-mortem be carried out at **Our** expense.
- In the event of **Your Accidental Death**, **Your** representatives will be requested to provide the Death Certificate.
- In the event that **You** make an **Accident** or **Sickness** claim, **You** will be required to provide **Us** with confirmation of **Gross Earnings** (if **You** are **Employed**) or confirmation of **Taxable Income** (if **You** are **Self-Employed**).

**Please note** - **You** must continue to make **Premium** payments during any claim.

## SECTION 6: GENERAL TERMS AND CONDITIONS

- 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.
- The maximum **Accidental Death** or **Serious Injury** benefit when added to any other **Accidental Death** or **Serious Injury** benefit payable by **Us** following a claim made on **Your** behalf under this Policy or any other policy in force with **Us** at the time of **Accidental Death** or **Serious Injury** is 50 times **Your Monthly Benefit**.
- The maximum **Monthly Benefit** payable for **Accident** or **Sickness** or **Unemployment** when added to any other monthly benefit or benefit (excluding increases due to indexation benefit) being paid by **Us** following a claim made by **You** under this Policy or any other policy in force with **Us** is €3,000 per month or €350 per month in respect of **Non-Earning Partners**.
- The maximum **Monthly Benefit** payable for Child Benefit when added to any other monthly benefit or benefit (excluding increases due to indexation benefit) being paid by **Us** following a claim made by **You** under this Policy or any other policy in force with **Us** is €300 per month.
- The maximum daily benefit payable for **Hospitalisation** when added to any other benefit (excluding increases due to indexation benefit) being paid by **Us** following a claim made by **You** under this Policy or any other policy in force with **Us** is €300 per day, or €35 per day in respect of **Non-Earning Partners**.
- Whilst any **Monthly Benefit** is being paid in respect of **Accident** or **Sickness** no **Monthly Benefit** shall be paid in respect of **Unemployment** and vice versa.

- If **You** increase the **Monthly Benefit**, the increase in benefit is not payable for **Sickness** or **Unemployment** claims until the increased cover has been in place for 90 days. The increased **Monthly Benefit** is payable immediately in the event of an **Accident, Hospitalisation, Serious Injury, Accidental Death**.
- Any benefit due under this Policy will be paid to **You**.
- It shall not be possible for **You** to assign or charge the benefits of this Policy in any way whatsoever.
- If any information provided to **Us** by **You** or anyone acting on **Your** behalf is inaccurate or if **You** fail to disclose any information which might reasonably affect **Our** decision to provide insurance to **You** or **Our** assessment of **Your** claim, **Your** cover under this Policy shall end and no refund of **Premium** shall be due.
- The companies which provide the products and services related to this Policy are regulated by the Financial Services Authority and are a member of the Financial Services Compensation Scheme (FSCS). It is a duty of the FSCS to ensure that a percentage of sums owed to policyholders by an insurance company in liquidation is paid to those policyholders if the company itself is unable to meet its liabilities in full. Under the Scheme General Insurance is covered for 90% of the entire claim, with no upper limit. This compensation system is subject to restrictions and not all policyholders are eligible. Further details are available on request.
- In the event of an insurance claim, any information that **You** provide to **Us** may be put onto a register of claims through which insurers share information to prevent fraudulent claims. A list of participants and the name and address of the operator are available from **Us**.

## SECTION 7: CANCELLATION RIGHTS

**You** have a statutory right to cancel this Policy within 30 days of the **Commencement Date**, as detailed on **Your Schedule** if **You** decide it is not suitable for **You**. If **You** cancel this cover within 30 days of the **Commencement Date**, any **Premium** that **You** have paid will be refunded. If cancellation is made after 30 days, there will be no refund of **Premium** paid, except where **You** have paid for cover in advance (i.e. quarterly, half yearly, or annually), in which case a pro-rata refund will be made from the date of cancellation. To cancel this Policy write to APRIL Ireland at: Customer Services, APRIL Ireland, Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24, or e-mail: enquiries@april-uk.com, or call (0044) 1454 619500 quoting **Your** name and Policy number.

**We** may cancel this Policy if **You** fail to pay **Your Premium** when due. However, **We** will continue to pay any valid claim, accepted by **Us**, until the end of the paid period.

**We** may also cancel **Your** Policy due to fraudulent activity or non-disclosure.

## SECTION 8: CUSTOMER CARE

### 1. Policy Sale or Administration

If **You** have a complaint about the sale or administration of **Your** Policy, please contact APRIL Ireland, Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24 and **You** will be provided with details of their complaints procedure. APRIL Ireland is authorised and regulated by the Financial Regulator, Reference Number C29542.

### 2. Terms of the Policy

If **You** have a complaint about the terms of the Policy, please contact **Us**, London General Insurance Company Limited, at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF.

If **You** are still dissatisfied with the terms of the Policy **You** may write to the Managing Director, London General Insurance Company Limited, at the above address.

### 3. Claims Handling

The handling of **Your** claim is undertaken by the **Claims Handler**. If **You**, therefore, have a complaint with the handling of **Your** claim **You** may write to the Claims Administration Director, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF.

If **Your** complaint addressed to any of the above parties is not resolved to **Your** satisfaction, **You** may contact the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

Tel: 1890 88 20 90 or 01 662 0899.

Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

Website: [www.financialombudsman.ie](http://www.financialombudsman.ie)

The Financial Services Ombudsman's Bureau 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, free of charge to **You** and **We** will always abide by their decisions. The making of a complaint does not affect **Your** right to take legal proceedings.

### SECTION 9: MEANING OF WORDS/DEFINITIONS

In this Policy the following words will have the following meanings throughout this document.

#### Accident

An event which is not reasonably foreseeable intended or designed (but excluding **Sickness**). The accident must be certified by a **Doctor** as preventing **You** doing **Your Work** or any **Work** that **Your** experience, education or training may reasonably qualify **You** to do. If **You** are **Self-Employed**, a condition will only be acceptable as an accident if it stops **You** from assisting, managing and/or carrying on any part of the running of **Your** business whatsoever.

If **You** are a **Non-Earning Partner** **You** must be certified by a **Doctor** as totally confined to **Your** normal place of residence, a hospital or other recognised medical facility OR as requiring assistance to carry out at least 4 of the 8 listed **Normal Daily Activities**. **You** must be under the continuing care and attendance of a **Doctor** throughout **Your** claim.

In respect of Child Benefit the accident must prevent **Your Child** from attending school or nursery during term-time after the **Deferred Period**.

#### Accidental Death

Bodily injury resulting solely and directly from an accident, caused by outward, violent and visible means (including drowning), which shall directly and independently of any other cause, result in death.

#### Backache

Any musculo-skeletal disorders arising from abnormalities of the whole vertebral column (including the cervical spine), discs, muscles attached to the spine and those due to nerve root irritation.

#### Business Failure

The business in which **You** were **Self-Employed** ceasing totally and permanently as a direct result of an inability to pay its debts when they were due.

#### Carer

A policyholder who at the **Commencement Date** was **Working** and therefore eligible to take out cover and who has subsequently become a carer whereby they are required to care for a member of their immediate family and are in receipt of Carer's Allowance.

#### Child/Children

The named child/children identified on **Your Schedule**, of which **You** are the parent or legal guardian. Each child must be aged 3 years or over and under 16 years old, and resident in the Republic of Ireland between the **Commencement Date** and the **End Date**. The child/children must be attending school or nursery.

#### Chronic Condition

A condition which has symptoms that are constant or recur, or which requires long-term monitoring, treatment, consultations, check-ups, examinations or tests.

#### Claims Handler

TWG Services Limited, registered number:1883565, registered address: Integra House, Floor 2, Vicarage Road, Egham, Surrey TW20 9JZ.

#### Commencement Date

The start date of **Your** contract with **Us**, as confirmed on **Your Schedule**.

#### Deferred Period

The period of time that **You** must wait before any **Monthly Benefit** becomes payable. This period is chosen by **You** and is confirmed in **Your Schedule**.

#### Doctor

A medical practitioner, other than **You** or a member of **Your** family, who is registered as a medical practitioner with the the Irish Medical Organisation and entitled to practice as such in the Republic of Ireland.

#### End Date

The date **Your** Policy ends, as detailed in Section 4.

#### Employed/Employment

In paid employment under a contract of services under which **You** ordinarily work in the Republic of Ireland for a minimum of 16 hours per week and paying the appropriate PRSI contributions.

#### Gross Earnings

If **You** are **Employed**, **Your** gross earnings means:

- (i) the average of **Your** last 3 months wage slips received by **Your** employer, prior to the date **You** stopped **Working** or become **Unemployed**; or
- (ii) dividends received from a Limited Company in lieu of wages.

**You** may be asked to provide evidence of **Your** gross earnings to allow **Us** to determine the benefit payable. Please note, **We** may also request that **You** provide **Us** with **Your** P60 in the event of a claim.

#### Hospital

A lawfully operated establishment (other than a convalescent, nursing or rest home, or convalescent, nursing, self-care or rest section or unit of a Hospital) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 Hours a day nursing service by registered nurses.

#### Hospitalisation/Hospitalised

Being confined to **Hospital** upon the recommendation of a **Doctor** solely as a result of **Accident**, or **Sickness** which commenced or occurred after the **Commencement Date**.

#### Laid off

An employee shall be taken to be laid off for a week if they are employed under a contract on terms and conditions such that their remuneration under the contract depends on them being provided by the employer with work of the kind which they employed to do, but are not entitled to any remuneration under the contract in respect of the week because the employer has not provided such work for them.

#### Loss of Sight

The permanent loss of sight or the mere ability to perceive light, caused directly and solely from an **Accident** which in the reasonable opinion of a **Doctor** appointed by **Us** is total, permanent and irreversible.

### Loss of Limb

The loss of use of either a leg or an arm at or above the knee or elbow joint, caused directly and solely from an **Accident** which in the reasonable opinion of a **Doctor** appointed by **Us** is total, permanent and irreversible.

### Monthly Benefit

The monthly benefit stated in **Your Schedule**, which is payable by **Us** in the event of a successful claim.

If **You** are **Self-Employed**, the monthly benefit will be limited to 60% of the additional cost to continue **Your** business, subject to a maximum of 60% of the **Taxable Income**. **We** may pay a proportion of the monthly benefit if:

- **You** monthly benefit is more than 60% of **Your Taxable Income**; or
- **You** receive other income whilst claiming.

If **You** are **Employed**, the monthly benefit will be limited to 60% of **Your Gross Earnings**, **We** may pay a proportion of the monthly benefit if:

- **You** continue to receive some payment from **Your** employer; or
- **You** return to **Work** in another job for a lower salary whilst still suffering from an **Accident** or **Sickness**; or
- **You** return to **Your** previous job on a part time basis.

If **You** are **Employed** or **Self-Employed**, the proportion of the monthly benefit will be decided by **Us**, taking all the circumstances into consideration. **You** may be asked to provide evidence of ongoing income to allow **Us** to determine the benefit payable.

### Normal Daily Activities

Dressing and undressing; washing and bathing; eating and drinking; preparing and cooking food; general household duties such as cleaning and laundering clothes; climbing stairs; shopping; and driving.

### Normal Pregnancy/Childbirth Related Conditions

- (i) Symptoms which normally accompany a pregnancy and/or childbirth (including those related to multiple pregnancy) and which are generally of a minor and/or temporary nature not representing an unusual or significant hazard to mother or baby.
- (ii) Childbirth including delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications.

### Non-Earning Partner

A second policyholder who:

- is the spouse or common law partner of the first policyholder; and
- is residing permanently at the same address as the first policyholder; and
- does not meet the definition of **Employed** or **Self-employed**; and
- is a second policyholder nominated for cover under this policy as a partner without income; and
- is covered under the **Accident** or **Sickness, Hospitalisation, Serious Injury** and **Accidental Death** elements of this policy; and
- is subject to the same deferment period as the first policyholder; and
- is entitled to a maximum of 12 **monthly benefit** payments of either €300 or €350 (as selected and detailed on **Your Schedule**) in respect of **Accident** or **Sickness**.

### Payment in Lieu of Notice

Means one of the following:

- (i) any payment **You** receive that relates to the notice period **Your** employer should have given **You** under **Your** contract of employment or letter of appointment; or
- (ii) any part of a compensation payment for loss of office (including any part of a payment under a compromise agreement) that is directly or indirectly related to the notice period **Your** employer should have given **You** under **Your** contract of employment or letter of appointment.

### Premium

The amount as detailed in **Your Schedule**, which is payable by **You** in respect of this Policy.

### Pre-Existing Medical Condition

A condition or related condition either:

- (i) for which **You** received treatment in the 24 months up to and including the **Commencement Date**, or
- (ii) which **You** were aware of, or in **Our** opinion **You** should have been aware of, during the 24 months up to and including the **Commencement Date**.

### Redundant/Redundancy

Being entirely without **Employment** as a direct result of **Your Employment** being terminated due solely to **Your** employer ceasing or reducing the activities for which **You** were engaged at the place where **You** worked.

### Schedule

**Your** Schedule of Insurance, detailing **Your** chosen cover level, benefit and insured persons.

### Self-Employed

Being in a profession or business, alone or in association with others, paying Class S PRSI.

### Serious Injury

A physical or other injury which is caused wholly by an **Accident** and which within 12 months of the date of the **Accident** results in **Your** death, **Loss of Sight** or the **Loss of Limb**.

### Short-time

An employee shall be taken to be kept on short-time for a week if by reason of a reduction in the work provided for the employee by his employer (being work of a kind which under the contract the employee is employed to do) the employee's remuneration for the week is less than half a week's pay.

### Sickness

A medical condition or disease, after it is diagnosed and confirmed by **Your Doctor** and occurring whilst **You** are in **Work**, which stops **You** doing **Your Work** or any **Work** that **Your** experience, education or training may reasonably qualify **You** to do. If **You** are **Self-Employed**, a condition will only be acceptable as sickness if it stops **You** from assisting, managing and/or carrying on any part of the running of **Your** business whatsoever. **You** will be required to provide relevant evidence for the duration of **Your** valid claim. If **You** are a **Non-Earning Partner** a condition will only be acceptable as sickness if **You** are certified by a **Doctor** as totally confined to **Your** normal place of residence, a hospital or other recognised medical facility OR as requiring assistance to carry out at least 4 of the 8 listed **Normal Daily Activities**. **You** must be under the continuing care and attendance of a **Doctor** throughout **Your** claim.

### Taxable Income

If **You** are **Self-Employed** taxable income means:

- (i) **Your** share of the average of **Your** last 3 months pre-tax profit (after the deduction of trading expenses) as certified by **Your** Accountant; or
- (ii) **Your** income as declared in **Your** last verified tax return; or
- (ii) **Your** taxable income for **Your** last full year's account.

**You** may be asked to provide evidence of **Your** taxable income to allow **Us** to determine the benefit payable.

### Unemployed/Unemployment

**You** being without **Work** due directly to **Your Redundancy** or **Business Failure**. **You** must be registered with the Department of Social and Family Affairs and be actively seeking and available for **Work**. Women who have reached statutory retirement age will not be required to register as unemployed at the Department of Social and Family Affairs, but will be asked to show continuous evidence of seeking **Work**.

## We, Us or Our

London General Insurance Company Limited, registered number E904436, whose head and registered office are at Fitzwilliam Business Centre, 77 St John Rogerson's Quay, Dublin 2. The insurer is authorised and regulated by the Financial Regulator, Reference Number C33582.

## Whiplash

A Vehicular Whiplash, as diagnosed and confirmed by **Your Doctor**, whereby the soft tissue of the spine is placed under stress after the body is thrown in a sudden, forceful jerk.

## Work/Working

Permanent gainful **Employment** or **Self-Employment**; paying the correct Pay Related Social Insurance (PRSI) contributions.

## You or Your

The person(s) who has/have been accepted for insurance and is/are named in the **Schedule**.

## DATA PROTECTION ACT – INFORMATION USERS

For the purposes of the Data Protection Act 1998, the Data Controller(s) in relation to any personal data **You** supply are **Us** and APRIL Ireland.

## Insurance Administration

**Your** information may be used for the purposes of insurance administration by **Us**, **Our** associated companies, **Our** agents, the **Claims Handler** and APRIL Ireland. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing **Our** compliance with any regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical

purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **We** will ensure that anyone to whom **We** pass **Your** information agrees to treat **Your** information with the same level of protection as if **We** were dealing with it.

If **You** give **Us** information about another person, in doing so, **You** confirm that they have given **You** permission to provide it to **Us** and for **Us** to be able to process their personal data (including any sensitive personal data) and also that **You** have told them who **We** are and what **We** will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions and on payment of the appropriate fee, **You** have the right to access and, if necessary, to rectify information held about **You**.

In assessing any claims made, **We** or **Our** agents may undertake checks against publicly available information (such as electoral roll, bankruptcy orders or repossessions).

Information may also be shared with other Insurers either directly or via those acting for **Us** (such as loss adjusters or investigators).

## Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, **We**, **Our** associated companies, **Our** agents, the **Claims Handler** and APRIL Ireland may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this Policy **You** will signify **Your** consent to such information being processed by **Us** and/or APRIL Ireland and/or its agents.

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London General Insurance Company Registered Office: Fitzwilliam Business Centre, 77 Sir John Rogerson's Quay, Dublin 2.

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