

POLICY DOCUMENT

ACCIDENT SICKNESS & HOSPITALISATION PLAN

 www.april-ireland.com



Insurance made easy.

POLICY DOCUMENT

The benefits you are entitled to will be detailed on your schedule.

1 INTRODUCTION

This Policy Document in connection with **your schedule** proves that **you** have chosen protection under the APRIL Ireland Accident, Sickness and Hospitalisation Plan and that **you** will be protected by it provided the relevant insurance **premium(s)** are paid and **you** meet the eligibility criteria.

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 Maiden Life Försäkrings AB, registered in Sweden under number 516406-0468, whose registered office is at Klarabergsviadukten 70, Box 70396, 107 24, Stockholm, Sweden, 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.

The policy shows details of the benefits provided for **you** if **you** suffer from an **accident** or **sickness** or become **hospitalised**.

Section 3 explains the benefits of the policy, together with circumstances when **you** cannot claim.

CUSTOMERS WITH ADDITIONAL REQUIREMENTS

In order to make **our** documentation accessible to all, **we** are able to provide upon request audiotapes, large print documentation and Braille documentation. Please advise **us** if **you** require any of these services so that **we** can communicate in an appropriate manner.

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 APRIL Ireland on request

- If **you** make any claim, which **we** can prove 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

2 ELIGIBILITY REQUIREMENTS

You can take out this policy if on the **commencement date**:

For **accident**, **sickness** and **hospitalisation** benefits:

- **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**).

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**, **sickness** and **hospitalisation** cover as a second policyholder providing:

- **you** are aged 18 years old or over and under 60; and
- **you** are **resident** in the Republic of Ireland; and
- **you** must not be medically certified as unfit for **work**.

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 health conditions of which **you** are aware on the **commencement date** or for which **you** have received

treatment or advice 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**
- salary.

may affect **your** entitlement to claim under the **accident** or **sickness** 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.

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**
- **You** fail to provide **us** with proof of an **accident** or **sickness**
- **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 policy **end date**

If **you** have a job but do not meet the definition of **work** because **you** are returning as part of a phased return to **work** or a permitted **work** scheme, **you** may still be able to claim for **accident** or **sickness** benefits under this policy. Any payments made will be on a pro rata basis.

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 as a non-earning partner?

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 are totally confined to **your** normal place of residence, a **hospital** or other recognised medical facility or continuously require assistance to perform **normal daily activities** because of an **accident** or **sickness** until the first of the following occur:

- **You** are no longer totally confined to **your** normal place of residence, a **hospital** or other recognised medical facility
- **You** are certified by **your doctor** as fit to resume **your normal daily activities** unassisted
- **You** fail to provide **us** with proof of an **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 four of the eight 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**, unless **you** have been symptom free and not received treatment or advice for that condition for at least two years preceding the **incident date**.

N.B. The medical records for this 2-year period must be available to **us** for review. **We** will be unable to accept a claim where the necessary medical records are not available to **us**

- 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, **you** will not be able to claim during a **confinement period**
- elective surgical procedures or surgical procedures which are not medically required
- **back condition** or **whiplash** or **neck-related conditions**
- any emotional or psychiatric condition, depression, stress or mental disorder, unless it is due to organic mental disease or psychosis and **you** are under the care of a Consultant Psychiatrist, Psychiatric Specialist or a Psychiatric Nurse **working** as part of a psychiatric team, which reports into a Psychiatric Specialist or Consultant Psychiatrist
- deliberately, self-inflicted injuries
- 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.

We will not pay any **sickness** benefits if **your sickness** occurs within 90 days of the **commencement date** or if **you** are unable to provide at least 2 years prior medical history from **your doctor**.

N.B. The medical records for this 2-year period must be available to **us** for review. **We** will be unable to accept a claim where the necessary medical records are not available to **us**.

3.2 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**.

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**, unless **you** have been symptom free and not received treatment or advice for that condition for at least two years preceding the **incident date**. N.B. The medical records for this 2-year period must be available to **us** for review. **We** will be unable to accept a claim where the necessary medical records are not available to **us**
- 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 **hospitalisation** claims for **sickness** only **you** will not be able to claim during a **confinement period**
- elective surgical procedures or surgical procedures which are not medically required
- **back condition** or **whiplash** or **neck-related conditions**
- any emotional or psychiatric condition, depression, stress or mental disorder, unless it is due to organic mental disease or psychosis and **you** are under the care of a Consultant Psychiatrist, Psychiatric Specialist or a Psychiatric Nurse **working** as part of a psychiatric team, which reports into a Psychiatric Specialist or Consultant Psychiatrist
- deliberately, self-inflicted injuries
- 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.

4 WHEN YOUR PROTECTION STARTS AND ENDS

Your contract with **us** starts from the date confirmed on **your schedule**. (For **sickness** benefit protection starts if the **sickness** 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**. This will only occur where it is a result of a serious breach of contract by **you** or where **we** are not authorised or otherwise unable to continue to provide cover.

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.

5 HOW TO CLAIM

- **You** or **your** representative should contact Davies Ireland:
 - by email to maidenlife@davies-group.com.
 - by telephone to 01 623 8471.
 - by post to Block 10B, Beckett Way, Park West Business Park, Nangor Road, Dublin 12, Ireland.
- Send the completed claim documentation back to this address
- To enable **us** to start paying **your** claim and to continue paying **your** claim, **we** must receive from **you** necessary evidence and proof. **We** will only ask for such information and proof **we** need to process **your** 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 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 if **you** wish to be protected by the policy. If **you** fail to pay **your premium** when due **your** policy and the protection provided by it will end.

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 **monthly benefit** payable for **accident** or **sickness** when added to any other **monthly benefit** or 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 daily benefit payable for **hospitalisation** when added to any other benefit being paid by **us** following a claim made by **you** under this policy is €300 per day or €35 in respect of **non-earning partners**. If **you** increase the **monthly benefit**, the increase in benefit is not payable in the event of **sickness** or **hospitalisation** due to **sickness** should either occur within 60 days of the increase having been received. The increased **monthly benefit** is payable immediately in the event of an **accident** and **hospitalisation** due to an **accident** that occurs after the date of increase of the **monthly benefit**
- 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
- When applying for/varying **your** insurance, or submitting a claim **you** or anyone acting on **your** behalf must take reasonable care to answer all questions honestly and to the best of **your** knowledge. Failure to do so may affect the validity of **your** policy or the payment of **your** claim
- Maiden Life Försäkrings AB contributes to the Insurance Compensation Fund. **You** may be entitled to compensation from the Fund if Maiden Life is unable to meet its obligations to **you** under this contract. Further information can be obtained from the Central Bank of Ireland.

7 CANCELLATION RIGHTS

You may cancel this policy at any time. If **you** cancel this policy within 30 days of the **commencement date**, as detailed on **your schedule** any **premium** that **you** have paid will be refunded, subject to no claim being made. If cancellation is made after 30 days, there will be no refund of **premium** paid. To cancel this policy write to APRIL Ireland at: Customer Services, APRIL Ireland, Suite 211, 3013 Lake Drive, Citywest Business Campus, Dublin 24, or e-mail: cancellations@april-uk.com, or call 074 9161868* (Monday to Friday, 8am-5pm, excluding public holidays) 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.

* Calls are recorded for training and monitoring purposes, and a record kept for regulatory purposes.

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, 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 Central Bank of Ireland, Reference Number C29542.

2 TERMS OF THE POLICY

If **you** have a complaint about the terms of your policy, then please write to Maiden Life Försäkrings AB, c/o Maiden Global Holdings Ltd, Albion House, The Valley Centre, Gordon Road, High Wycombe, Buckinghamshire, HP13 6EQ, telephone +44 (0)1494 687599, or email customer.relations@maideniis.com.

3 CLAIMS HANDLING

If **you** have a complaint about the handling of **your** claim, then please write to the Compliance Officer c/o Davies Ireland, Block 10B, Beckett Way, Park West Business Park, Nangor Road, Dublin 12, Ireland, telephone 01 623 8444, or email complaints.ireland@davies-group.com.

4 FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

If **your** complaint addressed to any of the above parties is not resolved to your satisfaction, **you** may contact the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.
Tel: (01) 567 7000
Email: info@fspoi.ie
Website: www.fspoi.ie

The Financial Services and Pensions Ombudsman has been set up by law to help settle individual disputes between consumers and financial firms. They can decide if **we** have acted wrongly and if **you** have lost out as a result. If this is the case they will tell **us** how to put things right and whether this involves compensation. Their service is independent and free of charge. The decision of the Financial Services and Pensions Ombudsman is binding on both parties. The decision may be appealed to the High Court by either party.

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 of a **doctor** throughout **your** claim.

Back Condition – Any musculo-skeletal disorders arising from abnormalities of the whole vertebral column (including the cervical spine), discs, muscles attached to the spine, and any symptoms of pain or restrictions in mobility related to the back, either medically established and officially diagnosed or not.

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.

Claim Handler – Davies Ireland is the trading name of Garywn Ireland Limited, company number 279634 having its registered office at Block 10B, Beckett Way, Park West Business Park, Nangor Road, Dublin 12, Ireland.

Commencement Date – The start date of **your** contract with **us**, as confirmed on **your schedule**.

Confinement Period – The period 2 weeks prior to and 4 weeks after birth.

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 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 from **your** employer, prior to the date **you** stopped **working**; 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**.

Incident date - The date at which the accident or sickness occurred.

Monthly Benefit – The **monthly benefit** stated in **your schedule**, which is payable by **us** in the event of a successful claim. 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.

Neck-Related Conditions – Any musculo-skeletal disorders arising from abnormalities of the neck/shoulder area, either by natural deterioration or injury inflicted, and any symptoms of pain or restrictions in mobility related to the neck and shoulders, either medically established and officially diagnosed or not.

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** and **hospitalisation** elements of this policy; and
- Is subject to the same **deferred 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**.

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 –

- 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.
- Childbirth including delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications.

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:

- for which **you** received treatment in the 24 months up to and including the **commencement date**, or
- 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**.

Unless **you** have been symptom free and not consulted a **doctor** or received treatment in the 24 months preceding the **incident date**.

Resident/Residency – Living in the Republic of Ireland for 40 out of 52 weeks a year.

Schedule – **Your schedule** of insurance, detailing **your** chosen cover level, benefit, **deferred period** and insured persons.

Self-Employed/Self-Employment – Being in a profession or business, alone or in association with others, paying Class S PRSI.

Sickness – A medical condition or disease, 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 requiring assistance to carry out at least four of the eight listed **normal daily activities**. **You** must be under the continuing care of a **doctor** throughout **your** claim.

Taxable Income – If **you** are **self-employed** and registered with The Revenue Commissioners of Ireland, **taxable income** means the monthly average of **your** income for the 6 months immediately prior to the relevant claim start, and where your earnings have been declared to The Revenue Commissioners. **You** may be asked to provide evidence of **your taxable income** to allow **us** to determine the benefit payable.

We, Us or Our – Maiden Life Försäkrings AB, registered in Sweden under number 516406-0468, whose registered office is at Klarabergsviadukten 70, Box 70396, 107 24, Stockholm, Sweden. Maiden Life is authorised in Ireland via the European Union Freedom of Services regime.

Whiplash – **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**.

10 DATA PRIVACY

Please visit www.maidenlg.com/privacy_notice for further information about how and when **we** process **your** personal information under **our** full Privacy Notice. **You** can also request a hard copy of **our** privacy notice by contacting **our** Data Protection Officer at dataprotection@maideniis.com.

HOW WE USE YOUR INFORMATION

The personal information, provided by **you** (or anyone acting on **your** behalf), is collected by or on **our** behalf and may be used by **us**, **our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, research or for statistical purposes.

We may process **your** information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as 'special category data', **we**

must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- It is necessary for **us** to process **your** personal information to provide this policy and services related to it. **We** will rely on this for activities such as assessing **your** application, managing **your** policy, handling claims and providing other services to **you**
- **We** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. **We** will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services, and providing information about **our** products and services to **you**
- **We** have a legal or regulatory obligation to use such personal information
- **We** need to use such personal information to establish, exercise or defend **our** legal rights

HOW WE SHARE YOUR INFORMATION

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following types of third parties:

- Reinsurers, Regulators and Authorised/ Statutory Bodies including but not limited to the Irish Revenue Commissioner
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- APRIL (Insurety) Ireland DAC
- Suppliers carrying out a service on **our** behalf
- Other insurers, business partners and agents
- Other companies within the Maiden Insurance Group

MARKETING

We will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

FRAUD PREVENTION AND DETECTION

In order to prevent or detect fraud and money laundering **we** may check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers.

Other users of the fraud prevention agencies may use this information in their own decision making processes.

AUTOMATED DECISIONS

We may use automated tools with decision making to assess **your** application for insurance and for claims handling processes. If **you** object to an automated decision, **we** may not be able to offer **you** an insurance quotation.

HOW TO CONTACT US

You can ask for more information about **our** use of **your** personal information or complain about its use, by contacting **our** Data Protection Officer at dataprotection@maideniis.com, or by writing to **us** at the following address: The Data Protection Officer, Maiden Life Försäkrings AB, c/o Maiden Global Holdings Ltd, Albion House, The Valley Centre, Gordon Road, High Wycombe, Bucks, HP13 6EQ.

For more information on the General Data Protection Regulation **you** may also write to The Data Protection Commission at:

Data Protection Commission
21 Fitzwilliam Square South
Dublin 2
D02 RD28
Ireland
0761 104 800

april | Ireland

Suite 211, 3013 Lake Drive, Citywest Business Campus, Dublin 24, Ireland
Tel. 074 9161868 | www.april-ireland.com

APRIL Ireland is a trading name of APRIL (Insurety) Ireland DAC (Company Registration No 360638), who is regulated by the Central Bank of Ireland, registered number C29542 and a wholly owned subsidiary of APRIL UK (Insurance Services) Ltd.

All covers under this insurance are underwritten by Maiden Life Försäkrings AB, registered in Sweden under number 516406-0468. Registered office Klarabergsviadukten 70, Box 70396, 107 24, Stockholm, Sweden. Maiden Life Försäkrings AB is authorised and regulated by Finansinspektionen, the Swedish financial services regulator, and is authorised in Ireland via the European Union Freedom of Services regime. **ASHIPD 0219**



Insurance made easy.