

## Mortgage Payment Protection Insurance



## ACCIDENT, SICKNESS, HOSPITALISATION AND INVOLUNTARY UNEMPLOYMENT POLICY TERMS AND CONDITIONS

### 1. Introduction

- 1.1. This document outlines the details of **Your** Mortgage Payment Protection Insurance policy. The policy provides cover if **You** become **Incapacitated (Accident & sickness)**, **Hospitalised** or **Involuntarily Unemployed**. However, **You** are only covered as long as **You** meet the conditions of eligibility described below and **You** have paid the required **Premium** for the level of cover **You** have chosen.
- 1.2. A minicom facility is available for customers with hearing difficulties. Copies of this policy can be made available, on request, in alternative media forms as required under the Equal Status Act 2000 in the Republic of Ireland.
- 1.3. Please read this document carefully to make sure **You** are eligible and that **You** know what the policy does and does not cover. Certain words and phrases have special meanings. These are explained in the Definitions section of this document. Certain exclusions also apply. Please see the individual benefit sections.
- 1.4. If **You** have any questions please contact **Us** at the following address: Assurant General Insurance Limited c/o Assurant Services Ireland Limited, Cork Business and Technology Park, Model Farm Road, Cork, Ireland or telephone 1890 818 044

### 2. Eligibility

- 2.1. **You** are covered under the policy if on the **Start Date**:
  - 2.1.1. **You** are at least 18 and under 64 years of age; and
  - 2.1.2. **You** are actively **Working** (i.e. not off sick) when **You** apply at the **Start Date**; and
  - 2.1.3. **You** have been **Working** for at least 6 months immediately before the **Start Date**; and
  - 2.1.4. **You** have a **Mortgage Agreement** in force; and
  - 2.1.5. **You** are named on the application form; and
  - 2.1.6. **We** have accepted **Your** application; and
  - 2.1.7. **You** are a permanent resident in the Republic of Ireland.
- 2.2. If **You** are a **Contract Worker** and **Employed** under a fixed term contract of **Employment**, **You** must meet the conditions above at the **Start Date**. **We** will only consider **Your** cover under the **Involuntary Unemployment** section in accordance with the definition of **Work**.
- 2.3. If **You** reduce the time **You** are **Working** to less than 18 hours a week in the Republic of Ireland, or less than 16 hours a week in Northern Ireland, please tell **Us** immediately.
- 2.4. **You** are not covered for any **Pre-Existing Medical Condition**, any **Chronic Condition**, or **Involuntary Unemployment** that occurs or is notified before the **Start Date** or during the **Exclusion Period**, which may cause **You** to claim for **Incapacity**, **Hospitalisation** or **Involuntary Unemployment**. **We** may still insure **You** but **We** will not pay **Monthly Benefit** directly relating to any claim which **We** consider **You** were aware of before the **Start Date**.
- 2.5. **We** will only pay **You** **Monthly Benefit** for **Cover Options** that **You** have selected and paid **Premium** for, as detailed on **Your Policy Schedule**.

### 3. Insurance Contract

- 3.1. The policy is a legal contract between **You** and **Us**. The online application form, policy terms and conditions, the **Policy Schedule** and any endorsement(s) make up the policy and **You** should read them together. The policy is based on the information **You** give **Us** when **You** fill out **Your** application form online.
- 3.2. **You** are reminded that it is essential **You** provide all material information likely to influence the acceptance and assessment of this insurance. If **You** have any doubts as to whether a fact is material, it should be disclosed. Failure to disclose any material facts may invalidate **Your** policy or may result in **Your** policy not operating fully.
- 3.3. **You** are allowed a choice of law for this policy but unless **We** agree otherwise Irish law will apply.

- 3.4. The insurer for **Involuntary Unemployment, Hospitalisation, Return to Work and Incapacity** cover is Assurant General Insurance Limited, whose registered office is: 117-119 Whitby Road, Slough, Berkshire, SL1 3DR, England.
- 3.5. Stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

#### 4. Cover

- 4.1. **You** may select the **Cover Options, Monthly Benefit** and **Benefit Period You** require, to ensure that the policy is specific to **Your** needs.
- 4.2. The maximum **Monthly Benefit** payable for Mortgage Payment Protection Insurance under the policy is 110% of **Your Mortgage Payment**, or 75% of **Your Net Monthly Income**, or €2,000, whichever is the lesser.
- 4.3. In addition, the maximum **Monthly Benefit** allowed under this and any similar insurance, including but not limited to any **Incapacity, Hospitalisation, Return to Work or Involuntary Unemployment** cover is 75% of **Your Net Monthly Income**. All benefits over 75% of **Your Net Monthly Income** will be deducted in the event of a claim.
- 4.4. The **Benefit Period You** may select is dependant on the **Premium You** have chosen.
- 4.5. There is a **Waiting Period** for each **Cover Option** and this will be documented on **Your Policy Schedule**. In the event of **You** making a claim for **Incapacity, Hospitalisation or Involuntary Unemployment**, the **Waiting Period** will be applied at the time of claim. This means that at the time of claim **You** will have to wait for the **Waiting Period** to pass before **You** receive any **Monthly Benefit**. The **Waiting Period** begins only after the expiry of the **Exclusion Period**.
- 4.6. Please check the schedule to ensure the **Cover Options, Monthly Benefit** and **Benefit Period You** have chosen are correct.

#### 5. Definitions

Where **We** explain what a word means, that word will have the same meaning wherever it is used in this document. These words are highlighted in **bold**:

- 5.1. **Accident** - a sudden, identifiable, violent, external event that happens by chance and which could not be expected.
- 5.2. **Amendment** - a change to **Your** policy, agreed by **Us** from a specified date.
- 5.3. **Benefit Period/s** - the maximum number of **Monthly Benefits** that **We** would pay for any one claim depending on the cover **You** have chosen, as stated on **Your Policy Schedule**. The maximum **Benefit Period You** can choose for **Accident & Sickness, Hospitalisation or Involuntary Unemployment** is 12 months.
- 5.4. **Chronic Condition** - a **Condition** that occurs prior to the **Start Date** and that continues indefinitely, or cannot be cured or eradicated or that recurs or requires **Treatment**.
- 5.5. **Condition** - any illness, injury, disease, sickness or medical condition **You** have, including any related illness, injury, disease, sickness or medical condition, or any associated symptoms.
- 5.6. **Contract Worker** - a person who is **Employed** on a fixed term contract of **Employment** as defined in **Work**.
- 5.7. **Control** - the power of a person (in relation to a company) to exercise direct or indirect control over that company's affairs including but not limited to, owning the greater part of the share capital or voting rights of that company or by powers given to that person in any recognised document.
- 5.8. **Cover Option/s** - the cover **You** have selected and paid **Premium** for as detailed in **Your Policy Schedule**.
- 5.9. **Doctor** - a qualified medical practitioner practising in the Republic of Ireland and registered with the Irish Medical Council or a qualified medical practitioner practising in Northern Ireland and registered with the General Medical Council. This does not include **You** or **Your** relatives.
- 5.10. **Employment, Employed** - undertaking any **Work** (including **Self-Employed Work**) in the Republic of Ireland of at least 18 hours a week, or Northern Ireland of at least 16 hours a week, and paying the correct class of Pay Related Social Insurance Contributions in the Republic of Ireland or National Insurance Contributions in Northern Ireland, as appropriate.
- 5.11. **End Date** - the date **Your** cover ends as set out in Section 13 - When Cover Ends.

- 5.12. **Exclusion Period** - the period during which **You** will not be able to make a claim for **Involuntary Unemployment**. This period is either during the first:
- 5.12.1. 90 days from the **Start Date** if this policy was arranged to commence at the same time as a new mortgage; or
  - 5.12.2. 90 days from the **Start Date** if this policy was arranged to commence at any time after the mortgage has been completed; or
  - 5.12.3. 90 days from any **Amendment**, subject to Section 15.11; and
  - 5.12.4. if **You** transfer **Your** insurance from another insurer **We** will waive the **Exclusion Period** for **Involuntary Unemployment** provided **Your** previous insurance has been in force for at least six months and **You** have never made a claim on **Your** previous insurance. **You** will need to provide evidence of this in the event of a claim.
- 5.13. **Hospital** - either a public hospital run by the Health Services Executive or a private hospital or a National Health Service hospital but not a long term nursing home or geriatric unit.
- 5.14. **Hospitalisation** or **Hospitalised** - being confined to **Hospital**, due to a **Condition**, under the instruction of a **Doctor**.
- 5.15. **Incapacity, Incapacitated** - a **Condition** that stops **You** from doing **Your Work** or any similar job. It must also stop **You** from doing any other **Work** which **Your** experience, education or training reasonably qualifies **You** to do. In addition, if **You** are **Self-Employed**, an **Incapacity** must stop **You** from helping, managing, receiving any money from or carrying out any part of the day-to-day running of a business.
- 5.16. **Incident Date** - the date **You** become **Incapacitated, Hospitalised** or **Involuntarily Unemployed**.
- 5.17. **Insured** - the person named on the schedule and covered by the policy.
- 5.18. **Involuntary Unemployment, Involuntarily Unemployed** - being out of **Work** and registered as **Involuntarily Unemployed** with **Your** local Social Welfare Office in the Republic of Ireland or the Department of Social Development office in Northern Ireland. **You** must:
- 5.18.1. be credited with the correct Pay Related Social Insurance Contribution credits or National Insurance Contributions credits; and
  - 5.18.2. **You** must also be available for and actively looking for **Work** and able to provide third party documentation as requested to support this each month.
  - 5.18.3. **We** will not consider **You** as **Involuntarily Unemployed** for any day **You** receive **Payment in Lieu of Notice**.
- 5.19. **Misconduct** - being dismissed from **Your Employment** as a result of, but not limited to, theft, fraud, alcohol abuse, sex offences, harassment and/or discriminatory behaviour.
- 5.20. **Monthly Benefit/s** - the amount of cover **You** have chosen, subject to the limits detailed in Section 4.2. and shown on **Your Policy Schedule**. This details the most **We** will pay to **You** on a monthly basis in arrears for the **Benefit Period**, if **You** are unable to **Work** due to **Incapacity, Hospitalisation** or **Involuntary Unemployment**, subject to the following:
- 5.20.1. Only **Your Salary** can be included in the calculation of **Your Monthly Benefit**; and
  - 5.20.2. **You** may include up to 10% of **Your Mortgage Payment** to cover expenses directly related to **Your** mortgage, including the insurance premium for this policy, and any additional life, buildings or contents premiums.
- 5.21. **Mortgage Agreement** - the residential mortgage agreed between **You** and an authorised lender, which sets out the financial terms arranged and which this policy relates to.
- 5.22. **Mortgage Payment** - the amount **You** pay each month as specified in **Your Mortgage Agreement**.
- 5.23. **Net Monthly Income** - **Your** monthly **Salary** received in the 12 months prior to the **Start Date** after tax and the correct class of Pay Related Social Insurance Contributions in the Republic of Ireland, or National Insurance Contributions in Northern Ireland have been deducted.
- 5.24. **Partnership** - an association of two or more people who agree to share in the profits and losses of a business. Members of a **Partnership** are called partners.
- 5.25. **Payment in Lieu of Notice** - means either of the following:
- 5.25.1. Any payment **You** receive relating to the notice period **Your** employer gives **You** under the terms of **Your** contract of **Employment** or letter of appointment; or
  - 5.25.2. Any compensation payment made for loss of office, including, but not limited to any payments made as compensation under a compromise agreement, whether this directly or indirectly relates to the notice period **Your** employer should have given **You** under the terms of **Your** contract of **Employment** or letter of appointment, or not; and
  - 5.25.3. If it is unclear what period is covered by any of these payments, **We** will calculate the period covered by dividing the payment amount by **Your** average gross weekly earnings for the 13 weeks immediately before the **Incident Date**.

- 5.26. **Permanently Retire** - **You** have stopped **Working**, at or near the statutory age for doing so, and **You** have no intention to return to **Work**.
- 5.27. **Policy Schedule** - the document which details the cover **We** will provide **You** under these terms and conditions.
- 5.28. **Pre-Existing Medical Condition** - a **Condition** whether diagnosed or not, which **You** knew about or in **Our** reasonable opinion should have known about, or for which **You** received **Treatment**, prior to the **Start Date**.
- 5.29. **Premium** - the amount **You** must pay every month as set out in **Your Policy Schedule**. If **You** are in receipt of **Monthly Benefits** under this policy **You** must continue to pay the **Premium** as it falls due in order to ensure continuous cover under this policy.
- 5.30. **Return to Work** - a proportionate amount which will be payable to **You** when **You** return to **Your** usual permanent **Work** following a valid **Incapacity** or **Hospitalisation** claim, as set out in Section 8 of this policy.
- 5.31. **Salary** - the amount shown on **Your** payslip from **Your** employer including the average of any overtime, commission and/or bonus payments **You** have received in the 12 months prior to the **Incident Date**, or if **Self-Employed**, this will mean the monthly average of **Your** annual income as declared on **Your** self-assessment return for the previous tax year, as confirmed by the Revenue Commissioners in the Republic of Ireland or by HM Revenue and Customs in Northern Ireland.
- 5.32. **Self-Employed** - **You** are:
- 5.32.1. helping with, managing or carrying on a business and are liable to pay Class S Pay Related Social Insurance Contributions in the Republic of Ireland or tax under schedule D Case I, II, IV or V of the Income and Corporations Taxes Act 1988 in Northern Ireland; or
  - 5.32.2. a partner in a **Partnership**; or
  - 5.32.3. a person who exercises direct or indirect **Control** over a company, or owns more than 10% of the issued share capital of the company.
  - 5.32.4. **Working** for a company and in any way connected with a person who has **Control** over that company (for example, **You** are one of his or her family).
- 5.33. **Start Date** - the date **Your** cover commences with **Us** as shown in **Your Policy Schedule**.
- 5.34. **Treatment** - receiving advice, or undergoing examinations, or consultations, or receiving medication, or long-term monitoring from a **Doctor**.
- 5.35. **Waiting Period** - the period immediately after the **Incident Date** that **You** have to wait until any payment is made, as shown on **Your Policy Schedule**. If **You** are unable to **Work** at the end of this period and **Your** claim is agreed, **You** will be eligible to claim for **Monthly Benefits** from the **Incident Date**. The **Waiting Period** for:
- 5.35.1. **Incapacity** benefit and **Involuntary Unemployment** benefit is 30 days:
  - 5.35.2. **Hospitalisation** benefit is 7 days.
- 5.36. **We, Us, Our** - Assurant General Insurance Limited (a member company of Assurant Solutions).
- 5.37. **Work/ed** or **Working** - permanent **Employment** or **Self-Employment**, in the Republic of Ireland for at least 18 hours a week, or Northern Ireland for at least 16 hours a week or on statutory maternity leave, adoption leave or parental leave from such **Employment**. If **You** are **Employed** under a fixed term contract of **Employment**, **We** will consider **Your** cover under the **Involuntary Unemployment** section in accordance with the following:
- 5.37.1. If **You** have been **Working** for the same employer for at least six months and **Your** contract has been renewed at least once, **We** will consider a claim only if **Your** current contract is terminated prior to its expiry date. **Monthly Benefit** will then be paid until that contract would have expired.
  - 5.37.2. However, if **You** have been **Working** for the same employer for at least two years and if **You** have an annual contract, which has been renewed at least once and has at least six months remaining, **We** will consider any claim as if **You** had been in permanent **Employment**.
- 5.38. **You, Your** - the person named on the **Policy Schedule** and covered by the policy.

## 6. Incapacity & Hospitalisation Benefits

**You** are only eligible for the **Monthly Benefit** as detailed on **Your Policy Schedule** providing **You** have met the eligibility requirements and **You** have paid the correct **Premium**.

- 6.1. If **You** have selected the **Cover Option** for **Incapacity** protection, **You** will also be entitled to **Hospitalisation** cover in the event **You** are **Hospitalised**.
- 6.2. If **You** are **Working** **We** will pay **You** one **Monthly Benefit** for either:
- 6.2.1. **Incapacity**, if **You** become **Incapacitated** for at least 30 consecutive days (the **Waiting Period**). To make a claim for **Incapacity** benefit, **You** must see **Your**

**Doctor.** We will treat the first day of **Your Incapacity** as the day **Your Doctor** confirms **You** cannot **Work**. **You** must continue to be treated by **Your Doctor** for the first 30 days of **Your Incapacity**. At the end of the **Waiting Period** and every 30 day period after that, **You** must give **Us** a **Doctor's** certificate confirming **Your Incapacity**; or

- 6.2.2. **Hospitalisation**, if **You** become **Hospitalised** for at least 7 consecutive days (the **Waiting Period**). We will treat the first day of **Your Hospitalisation** as the day **Your Doctor** confirms **You** cannot **Work** and **You** are confined to **Hospital**. **You** must continue to be treated by **Your Doctor** for the first 7 days of **Your Hospitalisation**. At the end of the **Waiting Period** and every 30 day period after that, **You** must give **Us** a **Doctor's** certificate confirming **Your Hospitalisation**.
- 6.3. We will be unable to pay any claim for any period when a **Doctor** does not confirm **Your Incapacity** or **Hospitalisation**. Payment in respect of valid **Incapacity** claims will be made at the end of each full 30-day period, upon receipt of all relevant information. Payment in respect of valid **Hospitalisation** claims will be made following the 7-day **Waiting Period** and every 30-day period thereafter, upon receipt of all relevant information.
- 6.4. We will continue to pay one **Monthly Benefit** for each complete and continuous 30 day period that **You** remain **Incapacitated** or **Hospitalised** until:
- 6.4.1. the **End Date**; or
- 6.4.2. **You** are no longer **Incapacitated** or **Hospitalised**; or
- 6.4.3. We have paid the maximum number of **Monthly Benefits** as detailed on **Your Policy Schedule**; or
- 6.4.4. the amount **You** owe under **Your Mortgage Agreement** at the date of **Your Incapacity** or **Hospitalisation** (excluding any arrears) has been repaid; or
- 6.4.5. the final repayment date; or
- 6.4.6. if **You** are a **Contract Worker**, and **Your Contract** would have expired, as defined in **Work**;
- whichever is the earlier.
- 6.5. If **Your Incapacity** (after the **Waiting Period**) is less than 30 days, We will pay 1/30th of one **Monthly Benefit** for each day **You** are **Incapacitated**.
- 6.6. We will cover **You** for:
- 6.6.1. psychiatric illness, mental or nervous disorders including depression, stress, bereavement and stress-related **Conditions**, as long as **You** are diagnosed by a consultant who is registered with the Irish Medical Council or is a member of the Royal College of Psychiatrists and is recognised by the Irish Medical Council or the Royal College as being a consultant; and
- 6.6.2. backache and related **Conditions**, including back injuries, howsoever caused, as long as **You** have specialist medical evidence (for example, a MRI scan, x-rays etc) of a diagnosed medical **Condition**.
- 6.7. Exclusions for **Incapacity** or **Hospitalisation** cover are defined in Sections 7 and 12.

## 7. Incapacity and Hospitalisation Exclusions

**You** will not receive **Incapacity** or **Hospitalisation** benefit for any claim, which is caused by, or resulting from:

- 7.1. any **Pre-Existing Medical Condition**; but **You** will be entitled to **Monthly Benefit** if **You** have not suffered from that **Condition** for two years before the first date **You** became unable to **Work**. **You** have not suffered from a **Condition** if throughout that two year period **You**:
- 7.1.1. have not consulted a **Doctor** for that **Condition**, and
- 7.1.2. have not received **Treatment** for that **Condition**, and
- 7.1.3. have been free of symptoms of that **Condition**.
- 7.2. attempted suicide or self-inflicted injuries;
- 7.3. any **Chronic Condition**;
- 7.4. alcohol or drugs, unless they are prescribed for **Treatment** (other than for addiction) by a **Doctor**;
- 7.5. backache and related **Conditions**, including back injuries, which are not supported by medical evidence;
- 7.6. psychiatric illness or mental disorders including depression, bereavement, stress, or stress related **Conditions** which are not diagnosed by a consultant psychiatrist who is registered

- with the Irish Medical Council or is a member of the Royal College of Psychiatrists and is recognised by the Irish Medical Council or by the Royal College as being a consultant;
- 7.7. geriatric care, or medical operations or **Treatment** which are not medically necessary to maintain **Your** quality of life, or are carried out at **Your** request, including cosmetic or beauty **Treatment** unless this is the result of an **Accident** where **Your Doctor** recommends **You** have cosmetic **Treatment**;
  - 7.8. pregnancy, childbirth, miscarriage, abortion or any related **Conditions** unless this is a result of complications which are diagnosed as such by a **Doctor**, or consultant, who specialises in obstetrics;
  - 7.9. In addition **You** will not receive **Incapacity** or **Hospitalisation** benefit:
    - 7.9.1. if the **Cover Option** is not shown on **Your Policy Schedule**;
    - 7.9.2. for any period not confirmed by a **Doctor**;
    - 7.9.3. unless **You** are in receipt of sick pay from **Your** employer or illness benefit from the Department of Social and Family Affairs in the Republic of Ireland or disability living allowance from the Department of Social Development office in Northern Ireland;
    - 7.9.4. for any period where **You** are in receipt of **Your** usual **Salary**;
    - 7.9.5. if **You** are receiving **Involuntary Unemployment** benefit;
    - 7.9.6. if any Exclusions detailed in Sections 11 or 12 apply.

## 8. Return to Work Benefits

If **You** are eligible for **Incapacity** or **Hospitalisation** benefit, **You** may also be eligible for **Return to Work** benefit.

- 8.1. If **You** have made a successful **Incapacity** or **Hospitalisation** claim for at least one full **Monthly Benefit** under this policy; and
  - 8.1.1. **You** have not received the maximum **Benefit Period** selected for **Incapacity** or **Hospitalisation**; and
  - 8.1.2. **You** have returned to part-time work with **Your** usual employer immediately after **Your Doctor** confirms **You** are certified fit for work; and
  - 8.1.3. **You** are receiving less than **Your** usual basic monthly **Salary** from **Your** employer;
  - 8.1.4. **We** will pay **You** the difference between 75% of the monthly **Salary** **You** received immediately before the **Incident Date**, and **Your** new monthly **Salary**, less any state benefits, up to the maximum **Monthly Benefit** as detailed in Section 4.2, providing that any reduction in pay is as a direct result of working reduced hours, due to the **Condition** resulting in **Your Incapacity** or **Hospitalisation** claim.
- 8.2. **Return to Work** benefit is payable:
  - 8.2.1. for a maximum of three months only in any 12 month period, irrespective of when each **Monthly Benefit** is paid; or
  - 8.2.2. until **You** are in receipt of **Your** usual **Salary**, or
  - 8.2.3. up to the maximum **Monthly Benefit** selected for **Incapacity** or **Hospitalisation**; or
  - 8.2.4. until the amount **You** owe under **Your Mortgage Agreement** at the date of **Your Incapacity** (excluding any arrears) has been repaid; or
  - 8.2.5. until the final repayment date; or
  - 8.2.6. until the **End Date**;
 whichever is the earlier.

## 9. Return to Work Benefit Exclusions:

- 9.1. **You** will not receive **Return to Work** benefit:
  - 9.1.1. unless **You** have been paid at least one full **Monthly Benefit** under this policy;
  - 9.1.2. if **You** are **Self-Employed**;
  - 9.1.3. if **You** are in receipt of **Your** usual **Salary**;
  - 9.1.4. if **You** are on statutory maternity leave, adoption leave or parental leave;
  - 9.1.5. if **You** do not return to work immediately after **Your Doctor** confirms **You** are certified fit to work;
  - 9.1.6. if **You** have received the maximum **Benefit Period** selected for **Incapacity** or **Hospitalisation**;
  - 9.1.7. if the reduction in **Salary** is not as a direct result of **Your Incapacity** or **Hospitalisation**;
  - 9.1.8. where the difference between **Your** monthly **Salary** before and after the **Incident Date** is less than €150 per month;
  - 9.1.9. for any claims over three months in length;
  - 9.1.10. if any Exclusions detailed in Sections 7, 11 or 12 apply.

## 10. Involuntary Unemployment Benefit

**Involuntary Unemployment** protection is optional - **You** are only eligible for the **Monthly Benefit** as detailed on **Your Policy Schedule** providing **You** have met the eligibility requirements and **You** have paid the correct **Premium**.

- 10.1. If **You** are **Working** and become **Involuntarily Unemployed** for at least 30 consecutive days (the **Waiting Period**), **We** will pay **You** one **Monthly Benefit**. If **You** were **Employed** and **You** need to make a claim for **Involuntary Unemployment** benefit **You** must register at **Your** local Social Welfare Office in the Republic of Ireland or the Department of Social Development office in Northern Ireland as soon as reasonably possible, after the date **Your** employer confirms **You** last **Worked** or the date **Your Payment in Lieu of Notice** expires, whichever is the later.
- 10.2. If **You** were **Self-Employed** and **You** need to make a claim for **Involuntary Unemployment** benefit, **You** must register with the Social Welfare Office in the Republic of Ireland or the Department of Social Development office in Northern Ireland as soon as reasonably possible after the date **Your** business permanently ceased trading and in addition **Your** business must:
  - 10.2.1. have stopped trading and **You** must have filed closing accounts with the Revenue Commissioners in the Republic of Ireland or HM Revenue and Customs in Northern Ireland; or
  - 10.2.2. be put into the hands of an insolvency practitioner; or
  - 10.2.3. be a **Partnership** which has been dissolved and **You** must have filed closing accounts with the Revenue Commissioners in the Republic of Ireland or HM Revenue and Customs in Northern Ireland.
- 10.3. **Your Monthly Benefit** will be calculated from the date **You** first registered with the Social Welfare Office in the Republic of Ireland or the Department of Social Development office in Northern Ireland.
- 10.4. At the end of the first 30 day period of **Involuntary Unemployment**, and every 30 day period after that, **You** must give **Us** evidence from **Your** local Social Welfare Office in the Republic of Ireland or the Department of Social Development office in Northern Ireland confirming **Your Involuntary Unemployment**. Payment in respect of valid claims will be made at the end of each full 30-day period, upon receipt of all relevant information.
- 10.5. **We** will continue to pay one **Monthly Benefit** for each complete and continuous 30 day period that **You** remain **Involuntarily Unemployed** until:
  - 10.5.1. the **End Date**; or
  - 10.5.2. **You** are no longer **Involuntarily Unemployed**; or
  - 10.5.3. **We** have paid the maximum number of **Monthly Benefits** as detailed on **Your Policy Schedule**; or
  - 10.5.4. until the amount **You** owe under **Your Mortgage Agreement** at the date of **Your Involuntary Unemployment** (excluding any arrears) has been repaid; or
  - 10.5.5. the final repayment date; or
  - 10.5.6. if **You** are a **Contract Worker**, and **Your** contract would have expired, as defined in **Work**;
 whichever is the earlier.
- 10.6. If **Your Involuntary Unemployment** (after the **Waiting Period**) is less than 30 days, **We** will pay 1/30th of one **Monthly Benefit** for each day **You** are **Involuntarily Unemployed**.
- 10.7. If **You** are receiving **Involuntary Unemployment** benefit and want to start temporary **Work** which will continue for less than 6 months, please let **Us** have details in writing before **You** start this **Work**. **We** will not pay for the period **You** are not **Involuntarily Unemployed**. However, when the temporary **Work** finishes and provided **You** re-register with the Social Welfare Office in the Republic of Ireland or the Department of Social Development office in Northern Ireland, **Your Involuntary Unemployment** claim may continue and **We** will treat this as one continuous claim. The most **We** will pay for this continuous claim is the maximum **Monthly Benefit** for **Involuntary Unemployment**, as detailed on **Your Policy Schedule**.

## 11. Involuntary Unemployment Benefit Exclusions

**You** will not receive **Involuntary Unemployment** benefit in the following circumstances:

- 11.1. If **You** were not in continuous **Work** for 6 months immediately before **Your Employment** ended (if **You** were not in **Work** for 2 weeks or less, **We** will not count this as a break in **Your Employment**);
- 11.2. **Unemployment** caused or resulting from **Your Employment** ending within the **Exclusion Period**;
- 11.3. **You** being told, or made aware either before the **Start Date** or within the **Exclusion Period** that **Your Employment** will end. This is irrespective of when **Employment** actually ends;
- 11.4. **Unemployment** which is normal or seasonal in **Your** line of **Work**;
- 11.5. **Unemployment** which **You** knew of, or should reasonably have known of, on the **Start Date**;
- 11.6. **Misconduct** or any wilful act by **You** which contributes or leads to **Your** dismissal;
- 11.7. if **You** refuse any reasonable offer of **Employment** by **Your** employer;
- 11.8. dismissal due to the inability to pass a probationary period or perform any elements of **Your** job;
- 11.9. resignation, voluntary **Unemployment** or voluntary redundancy;
- 11.10. if **You** are **Employed** on a specific project, including any temporary assignment and this project finishes;
- 11.11. if **Your Employment** ends as a result of the expiry of an apprenticeship or training contract;
- 11.12. if **You** are **Self-Employed** and **Your** business temporarily stops trading or is dormant;
- 11.13. if **You** are a **Contract Worker** and **Your** contract would have expired;
- 11.14. if **You** are **Self-Employed** and **You** cannot give **Us** evidence that **Your** final accounts have been submitted with the Revenue Commissioners and **Your** business:
  - 11.14.1. has permanently stopped trading and/or is in the process of being wound up; or
  - 11.14.2. has been put into the hands of a company dealing with insolvency; or
  - 11.14.3. is a **Partnership** which has been dissolved or is in the process of being dissolved.
- 11.15. for any period for which **You** have received or are entitled to receive **Payment in Lieu of Notice**;
- 11.16. if **You** are receiving **Incapacity** or **Hospitalisation** benefit;
- 11.17. if the **Cover Option** is not shown on **Your Policy Schedule**;
- 11.18. If **You** become **Unemployed** as a result of any **Condition** as detailed in Section 7 or if any of the Exclusions detailed in Sections 7 or 12 apply.

## 12. General Exclusions

- 12.1. In addition to Sections 7, 9 and 11, **You** will not receive any **Monthly Benefits** for **Unemployment, Incapacity, Hospitalisation** or **Return to Work** which is caused by or resulting from:
  - 12.1.1. any increase to **Your Monthly Benefit** or **Benefit Period** following an **Amendment** to **Your** policy where:
    - 12.1.1.1. **You** were aware of any **Condition** at the date of increase, or suffered from any **Condition** in the 2 years prior to the date of any change; or
    - 12.1.1.2. **You** knew of or were reasonably aware of **Your Employment** ending at the date of any change, or if **You** were made **Involuntarily Unemployed** within the **Exclusion Period**.
  - 12.1.2. taking part in, attempting, or acting as an accessory to, any crime;
  - 12.1.3. taking part in a strike, labour dispute, industrial action or lock-out;
  - 12.1.4. radioactive contamination, war, invasion, act of foreign enemy hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, riots, civil commotion, military or usurped power.
- 12.2. If **You** are **Working** outside the Republic of Ireland or Northern Ireland, **You** will not receive any **Monthly Benefits** for **Involuntary Unemployment, Incapacity, Hospitalisation** or **Return to Work**, unless **You** are:
  - 12.2.1. **Working** for the Irish or British Armed Forces, or as a civil servant in an Irish or British Embassy or consulate; or
  - 12.2.2. **Working** for an employer that is a Republic of Ireland or Northern Ireland registered company who assigns **You** to **Work** in the European Union on the same terms and conditions; or
  - 12.2.3. **Working** on a specific project for less than 30 days outside the Republic of Ireland or Northern Ireland.

- 12.3. **You** will not receive any **Monthly Benefits** for **Involuntary Unemployment, Incapacity, Hospitalisation** or **Return to Work**, if **You** are no longer a permanent resident in the Republic of Ireland.

### 13. When Cover Ends

The policy will automatically end:

- 13.1. if **You** die; or
  - 13.2. when **You** reach the statutory retirement age or **Permanently Retire** (**You** must tell **Us** as soon as possible); or
  - 13.3. when **You** cancel the policy; or
  - 13.4. when **Your** circumstances change, if the change would make the insurance invalid; or
  - 13.5. on the date **You** stop paying the **Premiums**; or
  - 13.6. if **You** are no longer resident in the Republic of Ireland; or
  - 13.7. when **Your Mortgage Agreement** ends; or
  - 13.8. if **Your Mortgage Payments** are in arrears and the litigation process has commenced; whichever is earlier.
- 13.9. If **You** cancel the policy or cover ends for any of the reasons detailed above and **You** wish to reinstate at a later date, a new policy will be issued, subject to the eligibility criteria. Cover will not be backdated and new **Exclusion/Waiting Periods** will apply under the new policy.

### 14. Multiple Claims

- 14.1. **You** can make more than one claim for **Incapacity, Hospitalisation, Involuntary Unemployment** or **Return to Work** benefit subject to the re-qualification periods detailed below:
- 14.1.1. The most **We** will pay for any one **Condition** resulting in an **Incapacity** or **Hospitalisation** claim on this policy, is the maximum **Monthly Benefit** for that **Cover Option** as selected and shown on **Your Policy Schedule**.
  - 14.1.2. **You** must return to **Work** for at least one month before **You** can claim **Incapacity** or **Hospitalisation** for an unrelated **Condition**, or for at least six months before **You** can make another claim for **Incapacity** or **Hospitalisation** for a related **Condition**. The **Waiting Period** will apply to each individual claim.
  - 14.1.3. If **You** return to **Work** for less than six months and **You** need to make an **Incapacity** or **Hospitalisation** claim for the same **Condition**, **We** will treat this as the same claim, providing **You** have not received the maximum **Monthly Benefit** for that **Incapacity** or **Hospitalisation**.
  - 14.1.4. If **You** are receiving **Monthly Benefits** because **You** are **Incapacitated** or **Hospitalised** and **You** return to **Work** part time with **Your** usual employer and **You** are receiving less than **Your** usual basic **Salary**, **You** can make a claim for **Return to Work** benefit. The most **We** will pay is a maximum of 3 monthly payments for **Return to Work** benefit within any 12 month period.
  - 14.1.5. **You** must return to **Work** continuously for at least six months before **You** can make another claim for **Involuntary Unemployment** benefit. The **Waiting Period** will apply to each individual claim.
  - 14.1.6. If periods of **Involuntary Unemployment** are separated by six consecutive months or less this shall be treated as one continuous claim provided **You** have not received **Monthly Benefit** for the maximum **Benefit Period** as selected in **Your Policy Schedule**.

### 15. General Conditions & Cancellations

- 15.1. If a claim is fraudulent, fraud is suspected in any respect, or any false information is supplied in relation to **Your** policy or claim, all **Monthly Benefits** under this policy will be forfeited and **You** may be liable to criminal prosecution. **We** also reserve the right to take legal action against any third party to recover any monies paid. **We** may demand **You** repay any **Monthly Benefits** **We** have already paid **You**. **We** will keep the **Premium** **You** have paid **Us**. **We** may also advise the Garda Síochána and/or prosecute **You**.

- 15.2. **You** can cancel the policy by writing to **Us** at Assurant General Insurance Limited c/o Assurant Services Ireland Limited, Cork Business and Technology Park, Model Farm Road, Cork, Ireland. If **You** do this within the first 30 days of the **Start Date** or the date on which **You** received the policy terms and conditions, whichever is the later, and as long as **You** have not made a claim, **We** will give **You** a full refund of any **Premium You** have paid.
- 15.3. If **You** choose to cancel the policy after the first 30 days no further **Premium** will be collected and no refund of **Premium** will be made.
- 15.4. Cancellations will not be backdated for any reason.
- 15.5. **We** may change the terms and conditions of the policy and the **Premium**. **We** will give **You** 30 days written notice of any change. The notice should be attached to the policy.
- 15.6. Only changes formally made by **Us** and advised to **You** in writing are accepted as terms under this policy. No other parties have any jurisdiction to change or agree any different terms.
- 15.7. **You** cannot transfer **Your** right or interest in the policy to any other person. The policy will not have any value at the **End Date**.
- 15.8. If **Your** circumstances change at any time during this policy term, please notify **Us** immediately in writing. If **You** do not do so **Your** policy may be affected. The following are some examples of circumstances that **You** must tell **Us** about:
- 15.8.1. **You** are named on the policy and **You** choose to give up **Work**; or
- 15.8.2. **You Permanently Retire**, irrespective of the reason, from **Work**; or
- 15.8.3. **You** wish to increase or decrease **Your Monthly Benefit**; or
- 15.8.4. **You** change the nature of **Your Work**.
- 15.9. If **You** need to change **Your** policy **You** may be required to complete either a policy amendment form or a new application form, dependant upon **Your** circumstances.
- 15.10. No changes to **Your** policy can be made if a claim is in the process of being validated or paid.
- 15.11. An **Exclusion Period** will apply to any policy **Amendment**. In the event a claim for **Involuntary Unemployment** is made within this **Exclusion Period**, **We** will consider **Your** claim by using the policy conditions in place before any **Amendment**.
- 16. How to Claim**
- 16.1. If **You** need to make a claim, **You** must contact **Us** as soon as reasonably possible and at least within 30 days following the end of the **Waiting Period**.
- 16.2. **You** should contact **Us** at Assurant General Insurance Limited c/o Assurant Services Ireland Limited, Cork Business and Technology Park, Model Farm Road, Cork, Ireland 1890 818 044.
- 16.3. Please fill in the claim form and return it to **Us** and **We** will process **Your** claim. **We** should receive the claim form within 120 days. If **You** do not do this, **Your Monthly Benefit** may be affected. **We** may allow **You** a longer period to register a claim if **You** ask. **We** will give **You** information to help **You** fill in **Your** claim form and tell **You** what details are required.
- 16.4. When **You** make a claim, **You** must give **Us** all the evidence that is required to prove **Your** claim. **You** will have to pay any costs involved in doing this. **You** must give **Us** this evidence in the way **We** ask.
- 16.5. For **Incapacity** or **Hospitalisation**, **You** must allow **Us** access to **Your** medical records in accordance with **Your** rights under the Data Protection Act 1988 & 2003 and must also agree to any medical examination, which **We** will arrange and pay for.
- 16.6. For **Return to Work** claims, **You** must provide evidence including, but not limited to **Your** pay-slips, final medical certificate and documentation to support the state benefits **You** are receiving. **Your** employer may also be contacted.

- 16.7. For **Involuntary Unemployment** claims, **You** must provide evidence including, but not limited to **Your** wage slips, termination notice and agreement, and **Your** P60. If **You** are **Self Employed** please include **Your** annual accounts, Revenue Commissioners or HM Revenue and Customs records, and Pay Related Social Insurance Contributions in the Republic of Ireland or National Insurance Contributions in Northern Ireland with supporting bank statements and invoices.
- 16.8. During **Your** claim **We** may arrange for an agent to visit **You**. The purpose of such a visit will be to gather details regarding **Your** claim in order to ensure an accurate assessment can be made. It is essential that **You** comply with such a visit, if **You** fail to comply, no further **Monthly Benefit** will be payable.
- 16.9. Any payment of **Monthly Benefit** under the policy may, in some circumstances, affect **Your** entitlement to unemployment benefit or Job Seekers Allowance (and possibly other state benefits). The Department of Social and Family Affairs in the Republic of Ireland or the Department of Social Development office in Northern Ireland will be able to provide **You** with further information.
- 17. Change of Claim**
- 17.1. If **You** are receiving **Monthly Benefits** because **You** are **Incapacitated** or **Hospitalised** and **You** become **Involuntarily Unemployed** **You** must write to **Us** straight away. **We** will continue to pay **Your Incapacity** or **Hospitalisation** benefit while it remains valid. If **You** are still **Involuntarily Unemployed** once a **Doctor** says **You** are fit to return to **Work**, **You** must tell **Us** and **We** will ask **You** to fill in an **Involuntary Unemployment** claim form for consideration.
- 17.2. If **You** are receiving **Monthly Benefits** because **You** are **Incapacitated** or **Involuntarily Unemployed** and **You** become **Hospitalised**, **You** must contact **Us** straight away. **Your** claim for **Incapacity** or **Involuntary Unemployment** will cease and **We** will ask **You** to fill in a claim form for **Hospitalisation** for consideration.
- 17.3. If **You** are receiving **Hospitalisation** benefit and **You** are discharged from **Hospital**, **Your Hospitalisation** claim will cease. However, **We** will consider a claim for **Incapacity** if **You** continue to be unable to **Work**. **You** must give **Us** a **Doctor's** certificate confirming **Your Incapacity**. **We** will treat the first day of **Your Incapacity** from the day after **Your** last **Hospitalisation** benefit was paid until.
- 17.4. If **You** are receiving **Monthly Benefits** because **You** are **Involuntarily Unemployed** and **You** become **Incapacitated** or **Hospitalised** **You** must write to **Us** straight away. **You** will no longer be eligible to claim **Involuntary Unemployment** benefit and **You** will have to fill in a claim form for consideration under **Incapacity** or **Hospitalisation** benefit.
- 17.5. If **You** are not fit for **Work** and cannot meet, or continue to meet, **Our** conditions to claim for **Incapacity** or **Hospitalisation** benefit and **You** become **Involuntarily Unemployed** **You** may fill in an **Involuntary Unemployment** claim form for consideration.
- 17.6. **We** will only pay **You** one type of benefit (**Incapacity**, **Hospitalisation**, **Involuntary Unemployment** or **Return to Work**) at a time.
- 17.7. If **You** change **Your** claim, the most **We** will pay for **Your Incapacity**, **Hospitalisation** or **Involuntary Unemployment** claims together is limited to the maximum **Benefit Period** as shown on **Your Policy Schedule**.
- 17.8. If **You** are receiving **Monthly Benefit** for **Incapacity** or **Hospitalisation** and the **Condition** for which you are claiming changes, **You** must advise **Us** immediately and **Your** claim will be re-considered in respect of the new **Condition**. The maximum number of **Monthly Benefits** payable for any combination of **Conditions** suffered consecutively will be the **Benefit Period** for **Incapacity** or **Hospitalisation**, as detailed on **Your Policy Schedule**. The **Waiting Period** will apply to each individual claim.
- 18. Customer Care**
- 18.1. **We** care about the service **We** provide to **You** and **We** make every effort to maintain the highest possible standards. If **You** have any questions about the policy please ask **Us**. Please have this document available so that **Your** enquiry is dealt with efficiently.

## 19. Complaints Procedure

- 19.1. Although **We** set ourselves high standards, if **We** do not meet **Your** expectations and **You** are dissatisfied in some way **We** would like to know. If **You** follow the guidelines below, **Your** complaint will be dealt with in the most efficient way possible.

Step 1. Please contact or write to the Quality Assurance Manager, Assurant General Insurance Limited c/o Assurant Services Ireland Limited, Cork Business and Technology Park, Model Farm Road, Cork, Ireland, Phone: 1890 818 033, or email [ireland.complaints@assurant.com](mailto:ireland.complaints@assurant.com)

Step 2. If **You** are still not satisfied with the way **We** have dealt with **Your** complaint **You** can ask the Financial Services Ombudsman to review **Your** claim. **You** can contact them at the following address; 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2. Phone: Lo Call 1890 88 20 90 or +353 1 6620899.

## 20. Assignment

- 20.1. The benefits of this contract may not be assigned to a third party.

## 21. Data Protection

- 21.1. **We** are committed to maintaining the personal data that **You** provide in accordance with the requirements of Republic of Ireland's Data Protection Act 1988 & 2003. **Our** Privacy Statement below gives further information about this.

## 22. Notice to Customers

- 22.1. **You** are advised that any telephone calls made to **Our** administration and claims handling units may be monitored or recorded. This is to monitor the accuracy of information provided by **Our** customers and **Our** own staff. It may also be used to provide additional training to **Our** staff or to prove that **Our** procedures comply with legal and regulatory requirements. **Our** staff are aware that conversations can be monitored and recorded.

- 22.2. If **We** are unable to meet **Our** liabilities, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) who can be contacted at: 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN. The first £2,000 (or the equivalent amount in Euro at the prevailing exchange rate) of an insurance claim or policy is covered in full through the FSCS, plus 90% of the balance.

- 22.3. Assurant General Insurance Limited (FSA No. 202735) is authorised and regulated by the Financial Services Authority. **You** can check this on the FSA Register at <http://www.fsa.gov.uk/register/> or by calling +44 20 7066 1000.

## 23. Privacy Statement

- 23.1. **Your** data controller:

23.1.1. For the purposes of the Republic of Ireland's Data Protection Act 1988 & 2003, the data controller in respect of any personal information provided is Assurant General Insurance Limited.

23.1.2. **You** may be assured that Assurant General Insurance Limited will treat all personal data as confidential and will not use or process it other than for legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

- 23.2. Uses made of **Your** personal information:

23.2.1. The personal information that **You** provide **Us** will be used for a number of different purposes including:

23.2.1.1. to manage and administer **Your** policy;

23.2.1.2. to assess **Your** application or subsequent claim(s) including conducting credit checks;

23.2.1.3. to offer **You** insurance products and services (except where **You** have asked **Us** not to do so) and to help **Us** develop new ones;

23.2.1.4. to contact **You** with details of changes to the products **You** have bought;

23.2.1.5. for internal analysis and research;

23.2.1.6. to comply with legal or regulatory requirements; and

23.2.1.7. to identify **You** when **You** contact **Us**.

- 23.3. **We** may use external third parties to process **Your** personal information on **Our** behalf in accordance with these purposes, subject to their strict compliance with the Data Protection Acts.
- 23.4. Sharing of **Your** personal information:
- 23.4.1. Unless **You** have asked **Us** not to do so, **Your** personal information provided may be shared with other related organisations and **Our** agents: so **You** can receive, either in writing or by telephone, details of other products and services which may be of interest to **You**; and in order for **Us** to comply with any legal or regulatory requirements.
- 23.4.2. **We** may share **Your** personal information with **Our** related companies to Assurant General Insurance Limited for the purposes set out in this Privacy Statement.
- 23.5. Sensitive personal data:
- 23.5.1. To the extent that **You** provide sensitive personal data, **We** (and **Our** related companies) may also process such sensitive personal data, both manually and by electronic means, for the same purposes described in this Privacy Statement. Sensitive personal data includes information as to **Your** physical or mental health or condition; or the commission or alleged commission of any offence by **You**.
- 23.6. Business changes:
- 23.6.1. If **We**, or a related company, undergoes a reorganisation or is sold to a third party, the personal information provided to **Us** may be transferred to that reorganised entity or third party and used for the purposes set out in this Privacy Statement.
- 23.7. Overseas transfers:
- 23.7.1. **We** may transfer **Your** personal information to countries located outside the European Economic Area (the EEA). This may happen when **Our** servers, suppliers and/or service providers are based outside of the EEA. The data protection laws and other laws of these countries may not be as comprehensive as those that apply within the EEA - in these instances **We** will take steps to ensure that **Your** privacy rights are respected. Details of the countries relevant to **You** will be provided to **You** upon request.
- 23.8. Access to/correction of **Your** information:
- 23.8.1. With limited exceptions, **You** have the right to ask for a copy of the information that **We** hold about **You**. There may be a charge for this. If any of the information that **We** hold about **You** is incorrect, please write to **Us** at Assurant General Insurance Limited c/o Assurant Services Ireland Limited, Cork Business and Technology Park, Model Farm Road, Cork, Ireland, and **We** will make any amendments as necessary.