

# PERSONAL INCOME PROTECTION POLICY CONDITIONS



**NEW IRELAND**  
ASSURANCE



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Comhlucht na hÉireann um Árachas, cpt/New Ireland Assurance Company plc  
Registered in Dublin, Ireland, Registered No.7336.  
Registered Office: 11 – 12 Dawson Street, Dublin 2.

# INTRODUCTION

These are the Policy Conditions for your Personal Income Protection policy. The Policy Conditions and Schedule are legal documents and should be kept in a safe place. It would also be useful if your solicitor, a relative or a friend knew where they are kept.

# SECTION A – GENERAL CONDITIONS

## General

For the purposes of these Policy Conditions the masculine shall include the feminine and singular shall import the plural and vice versa unless a contrary intention appears.

## A.1 Definitions

### Actuary

New Ireland's Appointed Actuary.

### Administration Address

New Ireland, 11-12 Dawson Street, Dublin 2.

### Back to Work Benefit

This is a benefit payable monthly for a maximum period of two months over the life of the policy, subject to the conditions set out in this policy (see section B.2.4).

### Confirmed Income Option

The Confirmed Income Option applies only if stated on the Schedule. If you have selected this option then you will have supplied us with proof of your Relevant Income acceptable to the Company with your application. The Relevant Income used to determine your maximum Income Protection Benefit will be the greater of the Relevant Income at the Date of Disability and the Relevant Income proven at the time of application.

### Date of Disability

This is the date the Insured is medically certified by a Registered Medical Doctor and is accepted by the Company's Chief Medical Officer, as suffering from a Disability.

### Date of Incapacity

This is the date the Insured is medically certified by a Registered Medical Doctor and is accepted by the Company's Chief Medical Officer, as meeting the definition of Incapacity.

### Deferred Period

This is the minimum period (subject to section C.3.1) which must elapse after the Date of Disability or Date

of Incapacity, as applicable, before an Income Protection Benefit or an Essential Activities Benefit becomes payable. The Deferred Period is stated on the Schedule.

### Disability

The Insured is suffering from a Disability if he is, in the opinion of the Company's Chief Medical Officer, totally unable, due to illness or injury, to perform the Essential Duties of his Normal Occupation and is not engaging in any other occupation or activity whether part-time or fulltime, in any capacity, for payment, profit or reward whatsoever.

### Essential Activities Benefit

This is an annual benefit payable, before deductions, subject to the conditions set out in this policy, if the Insured suffers from Incapacity. The Essential Activities Benefit amount is €15,000 per annum as at 01 January 2010.

### Essential Duties

Essential Duties mean the duties that cannot reasonably be left out without affecting the Insured's ability to perform his occupation. Consideration will be given to whether, in the opinion of the Company, reasonable adjustments or modifications can be made to enable the Insured to carry out these Essential Duties. The Insured will not be considered as suffering from a Disability if he refuses to accept these adjustments or modifications.

### Expiry Age

All cover, benefits and Premiums due or being paid under this policy will cease on the date of reaching your Expiry age, which is stated on the Schedule.

### Hospital Cash Benefit

This is a daily benefit payable, subject to the conditions set out in this policy in the event that the Insured is hospitalised during the Deferred Period.

### Incapacity

The Insured is suffering from Incapacity if he, in the opinion of the Company's Chief Medical Officer, is

unable to independently carry out even with appropriate aids and/or assistive devices at least three Individual Personal Activity Criteria (see section B.2.2.) or can meet one of the Severe Personal Criteria (see section B.2.2).

### Income Protection Benefit

This is an annual benefit payable, subject to the conditions set out in this policy, if the Insured suffers from a Disability. The annual Income Protection Benefit amount that applies to your policy is stated on your Schedule (or subsequently changed by endorsement) and is subject to the maximum values as outlined in section B.2.1.2. and deductions as outlined in section B.3.

### Indexation

If Indexation applies to your policy it is stated on the Schedule. The Schedule will state that the Type of Cover is 'Indexing'.

### Insured

A person who is insured by the policy and who is named on the Schedule.

### Insurer

New Ireland Assurance Company plc is the Company that has issued the policy. Wherever the words "we", "us", "the Insurer" and "the Company" are used in the policy, they refer to New Ireland Assurance Company plc. New Ireland Assurance Company plc is regulated by the Central Bank of Ireland and is a member of the Bank of Ireland Group.

### Normal Occupation

This is the primary occupation of the Insured, engaged in for more than 16 hours per week, immediately prior to the Date of Disability. In respect of this definition, Occupation means a type of job with certain characteristics but does not mean a particular job with a specific employer and is also independent of location. Where working hours are less than 16 hours per week the Insured will be considered to be Not Working Full Time.

### Not Working Full-Time

The Insured will be classified as Not Working Full-Time if he has ceased to follow his Normal Occupation for

more than 16 hours per week and has not been following any other occupation. This includes but is not limited to being unemployed.

### Policy Anniversary Date

This is the 12 month anniversary of the Policy Start Date.

### Policy Holder

The person with whom the contract of insurance is made and who is responsible for the payment of the Premiums. Wherever the words "you" and "your" are used in the policy they refer to the Policy Holder. The Policy Holder is named on the Schedule.

### Policy Start Date

This is the date that the policy and the cover starts and the date the first Premium is due. It is stated on your Schedule.

### Premium

The amount shown on the Schedule or as subsequently changed. The frequency at which Premiums are payable is shown on the Schedule.

### Reduced Income

For the purposes of calculating the proportionate Income Protection Benefit, as outlined in section C.7.1, Reduced Income means the income earned by you (which is lower than your Relevant Income) from resuming your Normal Occupation on a part-time basis only or from pursuing an alternative occupation acceptable to the Company with a corresponding reduction in your Relevant Income.

### Registered Hospital

This is a medical institution registered with the relevant authority in the Republic of Ireland or the United Kingdom which has continuous facilities for diagnosis, treatment and major surgery, which is operated primarily for the surgical and medical treatment of acute illness and injury, and which provides accommodation for sick and injured people as in-patients. For the purposes of this policy "hospital" does not include a hospice, convalescence, geriatric or rehabilitation facility or the National Rehabilitation Hospital (Dún Laoghaire, Co. Dublin).

## Registered Medical Doctor

This is a practising medical doctor legally registered with the relevant professional and statutory body in the Republic of Ireland or the United Kingdom.

## Relevant Income

If you are an employee at the Date of Disability your Relevant Income will be your annual taxable income from your employer for the 12 months immediately prior to your Disability and is defined as the Insured's Gross Annual Salary (including commission, bonuses and overtime).

If you are self-employed or a company director at the Date of Disability your Relevant Income will be the total of your personal earned income before tax for the 12 months immediately prior to your Disability. This may include dividends paid in lieu of a regular salary representing your share of the net trading profit, which will cease in the event of Disability.

The following items cannot be included when calculating your income or benefit level:

- Income from savings
- Income from investments (except for dividends as described above)
- Income from rental of property or other goods
- Income from a pension.

## Schedule

The Schedule forms part of the policy and sets out the Deferred Period, Expiry Age, Premium, Policy Start Date, Premium Payment Frequency, the Insured, the initial annual Income Protection Benefit amount, Indexation and Confirmed Income Options if applicable. Wherever these expressions are used in these conditions they have the meaning given them in the Schedule, subject to any subsequent changes and endorsements to the policy.

## A.2 Legal Basis

The contract between the Policy Holder and the Insurer is a legal agreement and consists of:

- the application (including any recorded telephone interview), completed by you (the Policy Holder and the Insured), and
- these Policy Conditions which set out the standard policy conditions and
- the Schedule, and
- any statements made by you, and
- any statements made by an authorised person on your behalf, and
- changes in the Policy Conditions or Schedules notified to you in writing by the Company.

The above contains all the terms of the contract and we accept liability only in accordance with these terms. For the policy to be valid, we require full and true disclosure in the application and in any medical or other statements made by the Policy Holder and/or the Insured in connection with the application, or any claim made under the policy.

The policy is governed by the laws of Ireland. The courts of Ireland shall have exclusive jurisdiction in relation to all matters arising under or in connection with the policy.

The Company will, subject to the payment of Premiums and the policy terms, pay the benefits provided by the policy. If there is any misrepresentation or failure to disclose material facts (including but not limited to occupation, smoker status, family and personal medical history, hazardous pursuits) by or on behalf of the Policy Holder or Insured, the policy is null and void; no benefit will be paid in respect of the claim and all Premiums paid will be retained by us. Material facts are those that an Insurer would regard as likely to influence the assessment and acceptance of a proposal for insurance. If you are in doubt as to whether certain facts are material, such facts should be disclosed.

Any benefit paid (and associated costs) which in any way relied on the making of any untrue or incomplete statements or the failure to disclose a material fact shall be recoverable by the Company.

The policy and the benefits payable under it are based on current legislation, including current taxation

legislation. If there is any change in taxation or other legislation affecting the policy we will make such alterations to the terms of the policy as, in the Actuary's opinion are necessary to take account of such changes.

If any difference of opinion shall arise between the Company and the Policy Holder or any other person making a claim about any matter relating to the policy, a process of arbitration shall be entered into. This arbitration will be governed by the provisions of the Arbitration Act 2010 and any amendments or re-enactments thereof.

Complaints and disputes arising in connection with your policy, which cannot be resolved within the Company's internal complaints handling procedure, may be referred to the Financial Services Ombudsman. Details of the services provided by the Financial Services Ombudsman may be obtained from [www.financialombudsman.ie](http://www.financialombudsman.ie), your insurance adviser or New Ireland.



## SECTION B – DETAILS OF YOUR POLICY

### B.1 Who is Covered?

Provided the policy conditions are complied with the Insured is covered for the amount of Income Protection Benefit or Essential Activities Benefit as stated on the Schedule (or subsequent endorsement). From the Policy Start Date, the Insured is covered for the Income Protection Benefit amount chosen subject to any limitations in these conditions. The Policy Holder may at a later date switch to Essential Activities Benefit cover subject to the conditions set out in section B2.2 below. We will require proof of the age of the Insured either on application or before we pay a claim. If it is discovered that the age or the sex of the Insured has been mis-stated, the amount payable under any provision of the policy will be adjusted as determined by the Actuary.

### B.2 What benefits are available?

An Income Protection Benefit or an Essential Activities Benefit, is available under your policy. In addition to these benefits a Hospital Cash Benefit and a Back to Work Benefit are also provided. This policy does not provide financial protection against unemployment or any fall in Relevant Income.

#### B.2.1.1 Income Protection Benefit

This policy provides an Income Protection Benefit amount subject to the maximum value (outlined in section B.2.1.2) and the deductions (outlined in section B.3) below. The benefit is payable subject to these conditions when the Insured is, in the opinion of the Company's Chief Medical Officer, suffering from a Disability.

We will not pay any Income Protection Benefit if immediately prior to the Date of Disability you have not been engaged in a gainful occupation or if your circumstances mean that you are classified by the Company as Not Working Full-Time.

#### B.2.1.2 Maximum Income Protection Benefit

The Income Protection Benefit amount is stated on your Schedule. This amount will be subject to a maximum value.

This maximum value is the lowest of:

- the amount of Income Protection Benefit as shown on the Schedule (or as subsequently amended by endorsement).
- €250,000 per annum (a limit which may be reviewed by the Company from time to time).
- An amount equal to 75% of Relevant Income less the total of Other Incomes as specified below.

Other Incomes:

- Any State Illness Benefit or equivalent entitlement in this or other European Union country if payable.
- Any continuing income, salary, commission, bonus or any other remuneration or income received by you by virtue of your current or previous occupation(s).
- Any ill health retirement pension payable from your current employment.
- Any benefit from other illness, disability or income protection policies, which involve a regular payment to you or by a financial institution on your behalf.

If the Confirmed Income Option applies to your policy, the Relevant Income will be taken to be the greater of Relevant Income at the Date of Disability and the Relevant Income proven at the time of your application.

#### B.2.1.3 Increasing or Decreasing your Income Protection Benefit

##### Increasing your Income Protection Benefit

You may make an application to increase your Income Protection Benefit cover amount, at any time, during the life of the policy. Any such application will be subject to our normal underwriting requirements (evidence of health, occupation, residence and hazardous pursuits). Whether we can offer the increase in cover and the terms of any increase in cover will depend on the evidence at the time. We reserve the right, subject to the Guaranteed Insurability Option below to decline, for any reason, your request to increase the benefit.

## Guaranteed Insurability Option

You have the option to increase the Income Protection Benefit amount by up to 20% of the initial Income Protection Benefit amount (as stated on your Schedule), without evidence of health, on the third Policy Anniversary Date (i.e. three years after the Policy Start Date) and at each three-year interval after this date. The maximum aggregate increase under this option is restricted to 100% of the initial Income Protection Benefit amount as stated on the Schedule. The total Income Protection Benefit is restricted to the maximum value of the Income Protection Benefit under this policy if lower. To be entitled to avail of the Guaranteed Insurability Option you must notify us in writing not later than 60 days after a Policy Anniversary Date upon which the option is available. Any increase under this option shall be subject to the Deferred Period and the Expiry Age stated on the Schedule.

This increase, (if elected before the relevant Policy Anniversary Date) applies before the Indexation (if selected) option is applied.

To cover the cost of this Income Protection Benefit increase your Premium is likely to increase by more than the percentage increase in your Income Protection Benefit amount.

This option shall not be available if you have:

- failed to pay all Premiums due under the policy since the Policy Start Date, or
- failed to exercise the option on two successive increases under this clause, or
- reached the maximum value (as outlined in section B2.1.2) of the Income Protection Benefit under this policy, or
- failed, in the opinion of the Company and at the Company's absolute discretion, to provide sufficient financial evidence to justify this level of increase, or
- stopped working because of Disability and you are:
  - in the Deferred Period; or
  - in receipt of Income Protection Benefit; or
  - within a period of 12 months from the date on which you last received an Income Protection Benefit.

## Decreasing your Income Protection Benefit

If you need to decrease your Income Protection Benefit cover amount, you may do so at any time subject to 20 business days written notification to the Administration Address. A decrease will be effective on the next Premium due date falling after the period of 20 days following receipt of notification or such earlier date as specified by the Company. If you decrease your Income Protection Benefit, you will not be permitted to increase the Income Protection Benefit again under this policy. Indexation and the Guaranteed Insurability Options will both cease on the effective date of any Income Protection Benefit reduction and/ or Premium reduction.

## B.2.2 Essential Activities Benefit

The Essential Activities Benefit is payable, if at the time of claim:

- the Income Protection Benefit cover had ceased and you had requested this benefit and this request was accepted by the Company, or
- at the time of claim you are Not Working Full-Time

and

- all Premiums due to date under the policy have been paid in full and
- you are independently, even with appropriate aids and/or assistive devices, unable to carry out at least three of the following Individual Personal Activity Criteria OR meet one of the following Severe Personal Criteria.

### Individual Personal Activity Criteria

- **Walking:** Walk 200 metres on flat ground without stopping, at a reasonable walking pace.
- **Standing:** Stand and perform light duties, using one hand for support, for at least 10 minutes.
- **Lifting:** Lift an unopened 2kg bag of potatoes without handles from waist height with either hand, using the other hand for support as necessary. Both hands must be unable to meet these criteria.
- **Climbing:** Walk up a flight of 12 standard stairs without holding a rail or resting and walk down again within a reasonable period.
- **Bending and kneeling:** Bend and kneel to pick

up something from the floor and then stand up again.

- **Dexterity:** Pick up a pencil from a table with either hand. Both hands must be unable to meet these criteria.
- **Communicating:** Answer a telephone and take a simple message.
- **Sitting in a chair:** Sit in a standard dining chair for 30 minutes without unreasonable discomfort and without the aid of the arms of the chair.
- **Getting up from a chair:** Get up from a standard dining chair without the aid of the arms of the chair.

### Severe Personal Criteria

- **Terminal illness:** Advanced or rapidly progressing incurable illness where, in the opinion of an attending consultant and the Company's Chief Medical Officer, life expectancy is no greater than 12 months.
- **Blindness:** Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

The Essential Activities Benefit amount is €15,000 per annum (as at 01 January 2010), less any deductions as outlined below, in section B.3.

No Income Protection Benefit is payable during any period which the Insured is covered for, or in receipt of the Essential Activities Benefit.

### B.2.3 Hospital Cash Benefit

If after the Date of Disability (or Date of Incapacity if applicable) and before the end of the Deferred Period you are admitted to a Registered Hospital on the advice of a Registered Medical Doctor, due to illness or injury, for a continuous period exceeding seven days, we will pay 1/365 of your Income Protection Benefit (or Essential Activities Benefit if applicable) amount in respect of each day spent in a Registered Hospital after the seventh day. Your Hospital Cash Benefit is subject to tax, and your benefit will be paid to you net of your marginal rate of tax. The Hospital Cash Benefit will not be paid for more than 365 days in total during the duration of the policy. For this condition a "day" means

a period of 24 consecutive hours.

The maximum period for which this benefit is payable in respect of any one continuous stay in hospital is 90 days.

In the event that you return to hospital within the seven days of discharge in relation to the same medical condition, this benefit will resume as if the period of hospitalisation had not been interrupted.

No Hospital Cash Benefit cover is available during any period when the Insured is in receipt of the Income Protection Benefit or the Essential Activities Benefit.

### B.2.4 Back to Work Benefit

The Back to Work Benefit may be claimed once only before you reach the Expiry Age and is paid if you return to work in a full-time capacity immediately following receipt of the Income Protection Benefit (or Essential Activities Benefit) which you have been in receipt of for a minimum period of 12 months.

The Back to Work Benefit amount is payable for a maximum period of two months. The Back to Work Benefit amount will be:

- In month 1, 50% of the full monthly Income Protection Benefit (or Essential Activities Benefit if applicable) amount payable immediately prior to your return to work in a full-time capacity.
- In month 2, 25% of the full monthly Income Protection Benefit (or Essential Activities Benefit if applicable) amount payable immediately prior to your return to work in a full-time capacity.

No Back to Work Benefit is payable, where immediately prior to your return to work in a full-time capacity you have been in receipt of a proportionate Income Protection Benefit.

## B.3 What deductions are made from my benefits?

In respect of an Income Protection Benefit claim, if your Income Protection Benefit exceeds the maximum Income Protection Benefit (see section B.2.1.2) then

your benefit will be reduced to the maximum Income Protection Benefit.

In respect of an Essential Activities Benefit claim, the following deductions will be made from your benefit amount:

- Any benefit from other illness, disability or income protection policies, which involve a regular payment to you or by a financial institution on your behalf.

The Company reserves the right to review these deductions and recalculate these deductions to reflect any changes in your entitlements, for any reason, during the period for which any Income Protection Benefit or Essential Activities Benefit may be payable. You are required to advise the Company in writing of any changes to the entitlements or Other Incomes (listed in section B.2.1.2) as soon as you become aware of these.

In respect of a Hospital Cash Benefit claim, no deductions will be made from your benefit amount.

## B.4 What if you change your occupation?

If you change your Normal Occupation, after the Policy Start Date, you do not have to tell us. Your cover will continue on the same terms and conditions regardless of what your new Normal Occupation is. You must inform us if you change your Normal Occupation after you have completed the application form but before the Policy Start Date.

## B.5 What if you cease full-time working?

You must inform us in writing, immediately, at our Administration Address, if you cease full-time working (working less than 16 hours per week) or become unemployed. You will then be classified as Not Working Full-Time. You may cancel your Policy (in which case your cover is terminated and all benefits cease) or you may elect to maintain your policy but your Income Protection Benefit cover will cease and your cover will be changed to the Essential Activities Benefit cover (refer to section B.2.2). If you return to full-time work

within 12 months of the date you were first classified by the Company as Not Working Full-Time, you may switch back to your original Income Protection Benefit cover amount without evidence of health subject to:

- payment of full Premiums when due under the Essential Activities Benefit, and
- receipt of your instruction in writing, at our Administration Address, to reinstate your Income Protection Benefit within 12 months of the date you were first classified as Not Working Full-Time and
- recommencement of payment of full Premiums within 12 months of the date you were first classified as Not Working Full-Time and
- the Income Protection Benefit amount not exceeding the amount you were covered for immediately before you were classified as Not Working Full-Time and
- the original terms and conditions applying to your policy, and
- satisfactory proof of income if required by the Company.

If at the time of a claim, you are Not Working Full-Time, and you did not inform us of this in writing in advance at our Administration Address, then we will only consider your claim under the Essential Activities Benefit definition of Incapacity (see section B.2.2), provided all Premiums due to date under the policy have been paid in full.

## B.6 Are your benefits indexed?

### B.6.1 Indexation of your Income Protection Benefit amount

If you selected "Indexation" in the Application Form and this is confirmed on your Schedule, the Income Protection Benefit amount and your Premium stated on your Schedule (or as subsequently amended by endorsement) will automatically increase on each Policy Anniversary Date by the lower of 3% and annual increase in the Consumer Price Index, if any. The minimum increase is 0%.

The increase in Premium is to pay for the increase in Income Protection Benefit.

## B.6.2 Cessation of automatic Indexation of Income Protection Benefit amount

Automatic Indexation will cease permanently on the earliest of:

- cancellation by the Policy Holder of the policy,
- cancellation by the Policy Holder of the Indexation option,
- failure to pay the regular Premium and / or any Premium increase required to support this option, when due.

## B.6.3 Does my Income Protection Benefit increase after a valid claim has been admitted by the Company?

If you selected "Indexation" on the Application Form and it is stated on the Schedule that the Indexation option applies, then provided the option has not been cancelled as set out in section B.6.4, the Income Protection Benefit payable to the Policy Holder in the event that a valid claim is admitted by the Company, will automatically increase on each Policy Anniversary Date by the lower of 3% and annual increase in the Consumer Price Index, if any. The minimum increase is 0%.

## B.6.4 How can I cancel the Indexation option of my Income Protection Benefit?

If you wish to cancel this option, you must write to us and we must receive this instruction at least 20 working days before the next Policy Anniversary Date. Once the Indexation option is cancelled, it may not be reinstated during the life of the policy.

## B.6.5 Indexation of your Essential Activities Benefit amount

The Essential Activities Benefit cover or amount in payment (as relevant) and your Premium will automatically increase on each Policy Anniversary Date by the lower of 3% and annual increase in the Consumer Price Index, if any. The minimum increase is 0%. The increase in Premium is to pay for the increase in Essential Activities Benefit.

## SECTION C – MAKING A CLAIM

### C.1 What should you do if you think you may have a valid claim?

#### C.1.1 Income Protection Benefit or Essential Activities Benefit claims

You should contact us in writing within 4 weeks of suffering a Disability or Incapacity, at our Administration Address, irrespective of the Deferred Period that applies to your policy.

Following initial notification, we will then issue you with a claim form, which you must fully complete and return to us at our Administration Address.

No benefit shall be paid in respect of any Disability or Incapacity earlier than one month following the date of receipt by the Company at its Administration Address of a complete and valid claim form.

We will require further evidence before payment of benefit can commence; this may include but is not limited to, the following:

- The Schedule
- General Practitioner reports
- Specialist reports
- Home visits
- Medical records
- Medical examinations and/or additional tests
- Information from your employer
- Your most recent Notice of Assessment, audited set of accounts or P60 as appropriate.

We reserve the right to request additional medical and/or financial evidence at anytime in order to support your initial and ongoing claim.

Where you do not reasonably consent to providing access to medical information or cooperate with reasonable requests made by Us in relation to the assessment of your claim or your rehabilitation then We reserve the right to terminate your claim or cancel your policy. No claim back payments will be made, in any circumstances, should your claim be reinstated at a future date.

#### C.1.2 Hospital Cash claims

If you have been in hospital for 7 continuous days you should contact us immediately, in writing, at our Administration Address. We will then issue you with a claim form, which you must fully complete and return to us.

We will require evidence from the hospital confirming dates of admission before payment will be made.

No claim for Hospital Cash will be paid if the date of hospitalisation is more than 6 months prior to the date of Hospital Cash claim notification.

We reserve the right to request additional evidence to support your claim.

### C.2 What is paid on a claim?

#### C.2.1 What is paid on an Income Protection claim?

The annual amount payable on the Disability of the Insured (after the Deferred Period has expired) under this policy is equal to the Income Protection Benefit stated (or as subsequently changed by endorsement) on the Schedule subject to the maximum value and deductions outlined in section B2.1.2 and section B.3 on page 9.

#### C.2.2 What is paid on an Essential Activities claim?

The annual amount payable on the Incapacity of the Insured (after the Deferred Period has expired) under this policy is equal to the Essential Activities Benefit stated on the latest endorsement subject to the deductions outlined in section B.3 on page 9.

#### C.2.3 What is paid on a Hospital Cash claim?

See section B.2.3 above.

#### C.2.4 What is paid on a Back to Work claim?

See section B.2.4 above.

### C.3 When does payment of your claim commence?

#### C.3.1 When does payment of your Income Protection Benefit or Essential Activities Benefit claim commence?

We will commence payment on the later of the month end following:

- the expiry of the Deferred Period and
- the date that the claim has been admitted by the Company and
- all the required documentation supporting a valid claim has been correctly completed and received by the Company.

The Deferred Period will be waived where the Insured has recovered from:

- a Disability but suffers a relapse of the same Disability and submits a valid claim within six months of the cessation of the previous Income Protection Benefit or
- an Incapacity but suffers a relapse of the same Incapacity and submits a valid claim within six months of the cessation of the previous Essential Activities Benefit payment.

#### C.3.2 When does payment of your Hospital Cash Benefit claim commence?

See section B.2.3 on page 9.

#### C.3.3 When does payment of your Back to Work Benefit commence?

We will commence payment on the month end following the cessation of the previous Income Protection Benefit (or Essential Activities Benefit if applicable) payment, subject to the conditions set out in section B.2.4 on page 9.

### C.4 At what frequency is your benefit payment made?

#### C.4.1 At what frequency is your Income Protection Benefit or Essential Activities Benefit payment made?

The monthly equivalent of the annual Income Protection Benefit amount (subject to the maximum value and deductions above) or the Essential Activities Benefit (subject to the deductions above) will be paid

monthly in arrears from the date payment of the claim commences as outlined in section C.3 above.

#### C.4.2 At what frequency is your Hospital Cash Benefit payment made?

The Hospital Cash Benefit will be paid monthly in arrears from the date payment of the claim commences as outlined in section C.3 above.

#### C.4.3 At what frequency is your Back to Work Benefit payment made?

The Back to Work Benefit will be paid monthly in arrears subject to the conditions set out in section B.2.4 on page 9.

### C.5 Who will receive the benefit payments?

Policy benefits are payable to the legal owner of the policy. This will normally be the Policy Holder.

### C.6 When does your benefit payment cease?

Claims (full or partial) in payment are subject to regular medical and financial review at any time that the Company deems such a review to be necessary. The review may include but is not limited to any or all of the following:

- attendance at medical examinations by any Registered Medical Doctor nominated by the Company
- such other medical evidence required by the Company,
- a visit to you by the Company and/or a request for updated medical information from any doctor you have attended.

If you do not provide us with the information requested, your entitlement to any claim amounts will cease. You will not be entitled to recover any benefit payments when you have failed to provide the evidence requested by the Company.

You must advise us in writing, as soon as is practicable, should you return to work fulltime or part-time, to your Normal Occupation or any other occupation.

**C.6.1 Your Income Protection Benefit will cease on the earliest of**

- your return to work in a full-time capacity
- your commencement in an occupation or activity whether part-time or fulltime, in any capacity, for payment, profit or reward whatsoever, unless a valid claim arises under the proportionate Income Protection Benefit (see section C.7)
- your failure to follow medical advice,
- your failure to comply with reasonable requests to cooperate with claims assessment requirements,
- when you have been deemed medically fit to return to your Normal Occupation on a fulltime basis by the Company's Chief Medical Officer having considered medical evidence from either your own doctors, and/or by an independent Registered Medical Doctor as nominated by the Company.
- you reach the Expiry Age on the Schedule,
- your death.

**C.6.2 Your Essential Activities Benefit will cease on the earliest of**

- your commencement in an occupation or activity whether part-time or fulltime, in any capacity, for payment, profit or reward whatsoever.
- your ability (as determined by the Company's Chief Medical Officer) to independently carry out seven or more of the Individual Personal Activity Criteria,
- your failure to follow medical advice,
- your failure to comply with reasonable requests to cooperate with claims assessment requirements,
- your reaching the Expiry Age on the Schedule
- your death.

You must advise us in writing, as soon as is practicable, when you are no longer prevented from carrying out a minimum of three or more of the Individual Personal Activity Criteria above.

**6.3 Your Hospital Cash Benefit will cease on the earliest of**

- your discharge from hospital,

- the commencement of payment of any Income Protection Benefit or Essential Activities Benefit,
- your failure to pay Premiums when due,
- your reaching the Expiry Age on the Schedule,
- your death.

**C.6.4 Your Back to Work benefit will cease on the earliest of**

- the recommencement of payment of any Income Protection Benefit or Essential Activities Benefit,
- the payment of the second monthly instalment of the benefit,
- your failure to pay Premiums when due,
- your reaching the Expiry Age on the Schedule,
- your death.

**C.7 Proportionate Income Protection Benefit**

A proportionate benefit may be payable following a period of Disability during which an Income Protection Benefit has been paid, and if as a result of the Disability you can in the opinion of the Company's Chief Medical Officer pursue your Normal Occupation on a part-time basis only or if you are medically unable to follow your Normal Occupation but wish to pursue an alternative occupation with a reduction in income.

**C.7.1 How is the Proportionate Income Protection Benefit Calculated?**

We calculate the proportionate benefit amount according to the following formula:

$$\frac{\text{Relevant Income less Reduced Income}}{\text{Relevant Income}} \times \text{Income Protection Benefit*}$$

\*The Income Protection Benefit used in the calculation will be the full Income Protection Benefit, after deductions (outlined in section B.3), payable immediately prior to commencement of the proportionate benefit payment.

If the Confirmed Income Option applies to your policy the Relevant Income used in the calculation will be the higher of your Relevant Income immediately prior to



the Date of Disability and the Relevant Income confirmed with your application.

Evidence of your Reduced Income, satisfactory to the Company, will be required to be submitted.

**C.7.2 Your proportionate benefit will cease on the earliest of**

- your reduced income becoming equal to or more than the value of your Relevant Income (that was used in the calculation of the proportionate benefit).
- when you have been deemed medically fit to return to your Normal Occupation on a fulltime basis by the Company's Chief Medical Officer having considered medical evidence from either your own doctors, and/or by an independent Registered Medical Doctor as nominated by the Company.
- you reaching the Expiry Age on the Schedule,
- your death.

## SECTION D – OTHER PROVISIONS

### D.1 Are there limitations on your cover?

If a claim arises while you are residing or travelling outside of Ireland or the United Kingdom and is admitted by the Company then the Income Protection Benefit or Essential Activities Benefit will only be payable for a maximum of 13 weeks in any 12 month period or for 39 weeks in total over the lifetime of the policy. Continuation of the relevant benefit payment is subject to the Insured returning to reside in Ireland or the United Kingdom.

### D.2 Paying Premiums

Your first Premium is due on the Policy Start Date. Subsequent Premiums are payable at the frequency set out on your Schedule. The cost of the Income Protection Benefit or the Essential Activities Benefit is the Premium payable by you.

If you are in receipt of an Income Protection Benefit payment or an Essential Activities Benefit payment, you will not be required to pay any Premium. However on the cessation of the benefit payment, you will be required to resume payment of your Premiums to maintain your cover.

Premiums remain payable throughout the Deferred Period including any period during which a Hospital Cash Benefit is payable.

It is your responsibility to ensure that all Premiums are received by us when due. We will allow you 30 days from the date that the Premium is due to pay it. If the full Premium due is not paid within 30 days, your policy and benefits will cancel immediately without further notice.

If you tell us before 30 days have passed that you want to cancel your policy, it will be cancelled from the date that we receive your cancellation notice.

If a claim arises during the period when a Premium is due and is not paid, and before the policy has been cancelled, we will deduct the amount of the unpaid Premium from the claim amount.

### D.3 Re-starting your policy

If a Premium has not been paid within 30 days from the date it was due, your policy and benefits will be cancelled. However, your policy may be re-started, within 180 days of the date the last unpaid Premium was due, on request, at the absolute discretion of the Company on such terms and conditions as the Company may determine.

Before the policy can be re-started we will require the Insured to provide satisfactory evidence of their good health and whatever financial information the Company may require, and we will require all outstanding Premiums to be paid.

### D.4 Continuation Option

If your employment status changes before you reach the Expiry Age, an application can be made by your employer to replace your Personal Income Protection policy with an Executive Income Protection policy offering identical benefits at the same premium rate subject to all of the following:

- No benefits will be provided under the Executive Income Protection policy that are not provided under this policy (we will endorse the Executive Income Protection policy accordingly)
- Evidence of health or notification of occupation change will not be required in respect of identical benefits.
- All Premiums due to the date this option is exercised (or up to termination of this policy if earlier) have been paid in full.
- Receipt of an application and the appropriate premium under the Executive Income Protection policy within three calendar months of terminating this Personal Income Protection policy.

- The Deferred Period will be no shorter and the Expiry Age no later under the Executive Income Protection policy than those provided under this policy.
- If you have chosen Indexation on this policy then your employer may elect to take it out under the Executive Income Protection Policy.
- The Guaranteed Insurability Option, as set out in section B.2.1.3 will apply if you have not turned down the option to increase your benefit on two subsequent occasions on this policy. The overall maximum increase of 100% is inclusive of any increases under this policy.
- If the Confirmed Income Options does not apply to this policy:
  - The Income Protection Benefit under the Executive Income Protection policy will be no greater than that provided under this policy and in any case may not exceed 75% of your gross annual taxable earned income as at the date the option is exercised.
- If the Confirmed Income Option does apply to this policy:
  - The Income Protection Benefit under the Executive Income Protection policy will be the benefit provided under this policy, unless a lower benefit is chosen.
- If any part of the Income Protection Benefit under this policy is subject to any rating and / or exclusion(s) the same terms will be imposed on the Income Protection Benefit under the Executive Income Protection policy.

In all other circumstances an application to take out an Executive Income Protection policy will be subject to our normal underwriting requirements (including medical, occupational, financial, residential and recreational (eg hazardous pursuits)), and the premium rates and policy conditions will be based upon the terms available to members of the public at the time.

## D.5 Settlement / Correspondence

We will make payments under your policy by cheque or such other method as the Company may decide. We will send your correspondence to the most recent address given by you. You must tell us if you change address. If you do not, we are not responsible for

correspondence going to the wrong address. Any letters or notices from you must be sent to and received by us at our Administration Address.

## D.6 Proof of Claim

Before we can pay a benefit, we must receive a completed claim form at our Administration Address, together with this policy document including the Schedule. In the event of a claim we will require the claimant to provide other information and evidence (including medical information) to establish if the claim under the policy is valid. The information required to be provided will be at the reasonable expense of the Company.

## D.7 No policy value

The purpose of this policy is to provide income protection in the event of the Insured suffering a Disability or Incapacity. This policy is not a savings policy, and at no point during its term, or at the end of the term, will it have any encashment value.

## D.8 Who is the Actuary?

The Insurer employs an Actuary whose responsibilities include advising us on how the policy should provide you with what you reasonably expect to get from it. He will advise us on how the interests of the Policy Holders should be taken into account in any variation on these Policy Conditions that we may propose.

We may revise the Policy Conditions set out in this document if, in the opinion of the Actuary, circumstances outside our control have changed in a way which could not reasonably have been predicted at the start of the policy and where, if we were not to set aside these Policy Conditions, the results would be unfair to the Insurer or to our Policy Holders. Such circumstances might be:

- a change in the law under which these policies operate and/ or
- a change in the tax treatment of policy benefits or of life assurance companies and their funds.

When considering any proposals by the Insurer and how they affect your interests, the Actuary will refer, where appropriate, to the Actuarial Standards of Practice prepared independently by the Society of Actuaries in Ireland and to any legislation that affects the way that he must act in these circumstances.

## D.9 Legal Interest in your policy

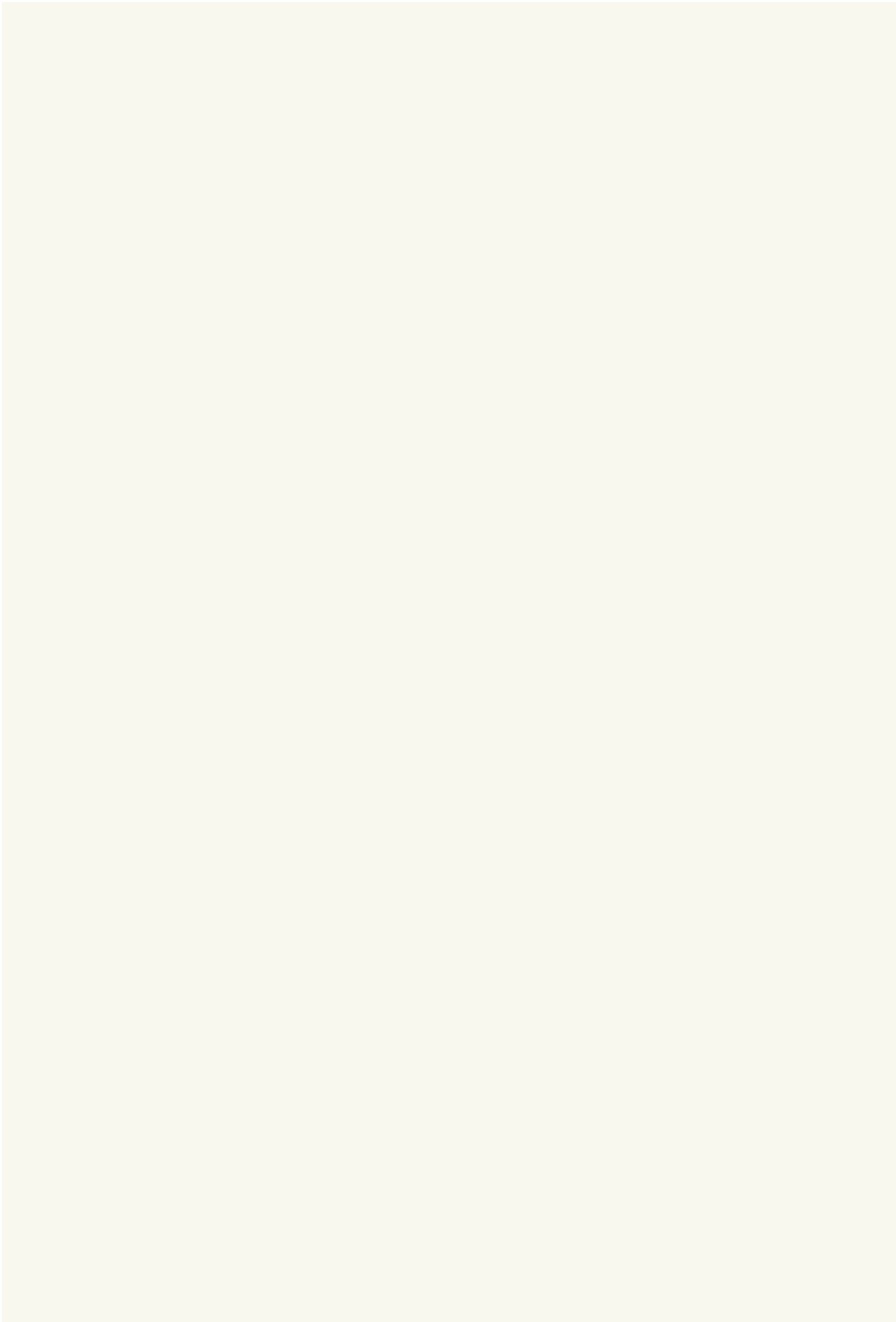
You cannot assign your legal interest in this policy to any third party.

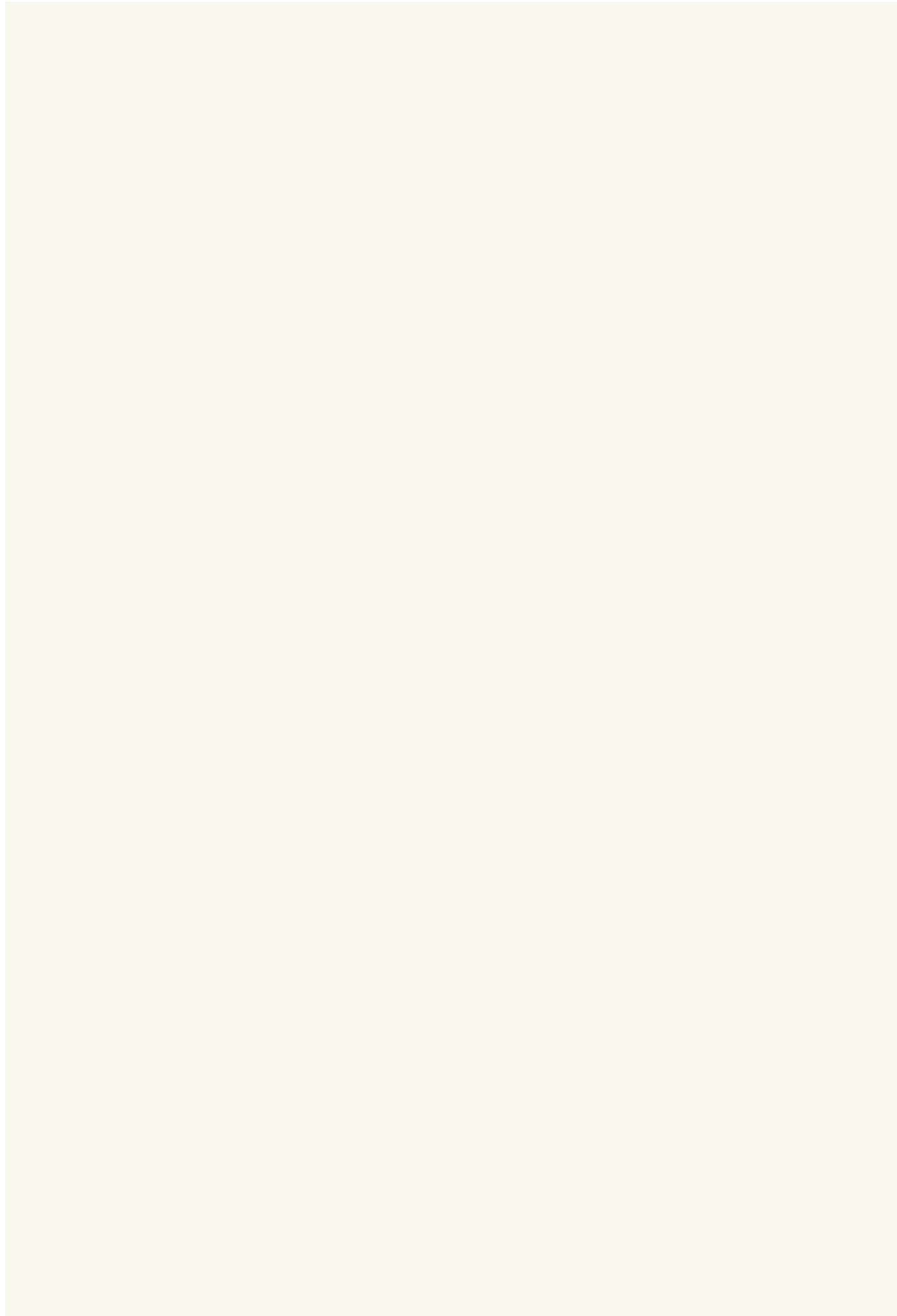
## D.10 Premium payable for benefit increases

The Company may, on the advice of the Actuary, review and revise the Premium rates in respect of any discretionary increases in the Income Protection Benefit amount and/or any increase to the Income Protection Benefit amount under the Guaranteed Insurability Option.

## D.11 Revenue Approval

This policy has been approved under S125 of the Taxes Consolidation Act 1997 as amended.







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