

# ACCIDENT SICKNESS & HOSPITALISATION PLAN

KEY FACTS AND POLICY DOCUMENT

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# Accident, Sickness and Hospitalisation Plan

## Summary of Cover

This document summarises the main features, benefits and exclusions of the APRIL Ireland Accident, Sickness and Hospitalisation Plan. It does not contain the full terms and conditions, which are set out in the accompanying Policy Document. This is a summary of all cover provided by APRIL Ireland with the permission of the insurer, London General Insurance Company Limited Irish Branch (we/us/our/the Insurer).

### Customers with additional requirements

This document and all our literature is available in large print, audio or Braille. We will be happy to provide you with a copy on written request, or you can text telephone us on **1800 635 003** or call us on **1800 635 002** to request a copy.

### What is the APRIL Ireland Accident, Sickness and Hospitalisation Plan?

The APRIL Ireland Accident, Sickness and Hospitalisation Plan is an optional income protection policy which offers the following listed benefit to you and your partner (if applicable), subject to meeting the relevant eligibility criteria and payment of the relevant premiums:

#### 1. Accident or Sickness and Hospitalisation

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

#### Please note:

- The deferred period is the period of time you must wait before any monthly benefit becomes payable.
- The monthly benefit forms the basis of the amount payable if you are off work due to accident, sickness or hospitalisation. The amount you can select is a maximum of 60% of your gross monthly income (if you are employed) or a maximum of 60% of your taxable monthly income (if you are self-employed). A minimum of €300 per month and a maximum of €3,000 per month is available. You must also select the maximum number of monthly benefits payable in the event of accident or sickness (12 or 24 months).
- For non-earning partners a monthly benefit of €300 or €350 is available. The maximum number of monthly benefits payable in the event of accident or sickness is 12.

**The benefit(s) selected, including the monthly benefit amount, the maximum number of monthly benefit payments and the deferred period that you have selected**

**will be detailed on your Schedule of Insurance.**

### Am I eligible?

You can take out the Accident, Sickness and Hospitalisation Plan with the applicable benefit selected, if on the Policy Commencement Date:

#### For Accident, Sickness and Hospitalisation Benefits:

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

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

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

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

### Who provides this cover?

The Accident, Sickness and Hospitalisation Plan is provided by London General Insurance Company Limited, Irish Branch (we/us/our/the Insurer). This Policy is administered by APRIL Ireland. TWG Services Limited (the Claims Handler) is the claims administrator of this Policy.

### Main benefits

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

#### Accident or Sickness Benefit

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

- you are no longer off work due to accident or sickness; or

- we have paid a maximum of 12 or 24 monthly benefits (depending on the benefit option you have selected) for any one event of accident or sickness; or
- the Policy end date.

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

#### **Accident or Sickness Benefit for Non-Earning Partners**

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

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

**Please Note:** In order to be able to claim an accident or sickness benefit as a non-earning partner, you must be certified by your doctor as totally confined to your normal place of residence, a hospital or other recognised medical facility OR as requiring assistance to carry out at least four of the eight listed normal daily activities unaided. Normal daily activities include dressing and undressing, washing and bathing, eating and drinking, preparing and cooking food, general household duties such as cleaning and laundering clothes, climbing stairs, shopping, and driving.

#### **Hospitalisation Benefit**

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

#### **Please note:**

- The maximum monthly benefit payable for accident or sickness when added to any other

monthly benefit or benefit being paid by us following a claim made by you under this Policy or any other policy in force with us is €3,000 per month, or €350 per month in respect of non-earning partners.

- The maximum daily benefit payable for hospitalisation when added to any other benefit being paid by us following a claim made by you under this Policy or any other policy in force with us is €300 per day, or €35 per day in respect of non-earning partners.

#### **Special Note:**

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

1. A condition will only be acceptable as accident or sickness if it stops you from assisting, managing, supervising and/or carrying on any part of the running of your business whatsoever.

#### **Main exclusions**

For a full list of all exclusions please refer to Section 3 of the Policy Document.

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

We will not pay any benefits:

- If your accident or sickness or hospitalisation results from:
  - any pre-existing medical condition as defined in the Policy Terms unless you have been symptom free and not received treatment or advice for that condition, for at least two years preceding a claim and can provide at least 2 years prior medical evidence from your doctor; or
  - HIV or any HIV related illness including AIDS; or
  - backache or whiplash or neck related conditions;
  - any emotional or psychiatric condition, depression, stress or mental disorder, unless it is due to organic mental disease or psychosis and you are under the care of a Consultant Psychiatrist, Psychiatric Specialist or a Psychiatric Nurse working as part of a psychiatric team, which reports into a Psychiatric Specialist or Consultant Psychiatrist; or
  - deliberately self-inflicted injuries or sickness;
- If your sickness is diagnosed within 90 days after the Policy commencement date;

### When does this policy end?

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

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

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

### Additional information about your Policy term and premium:

**Warning:** The current premium may increase with 30 days' notice.

We do not guarantee that this Policy will be available indefinitely. We reserve the right to terminate this Policy, by providing 60 days' notice, in writing, to you. This will only occur where it is a result of a serious breach of contract by you or where we are not authorised or otherwise unable to continue to provide cover.

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

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

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

We will notify you in advance of any premium and/or Policy benefit changes. Upon notification, you are under no

obligation to continue your Policy at the revised premium and/or benefit levels but the previous premium and/or benefit levels will no longer be available to you. If you do not wish to continue with your cover you can cancel your Policy by following the details in Section 7 of the Policy Document.

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

### Can I cancel this cover?

You may cancel this cover at any time. If you cancel within 30 days of the Policy commencement date you will receive a full refund of premium, subject to no claims being made. To cancel this Policy please write to APRIL Ireland at: Customer Services, APRIL Ireland, Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24. See Section 7 of the Policy Document for full details of cancellation rights.

### How do I make a claim?

You or your representative must contact APRIL Ireland, Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24 or telephone 07491 618 68 to request a claim form.

Please return the completed claim form to TWG Services Limited (the Claims Handler) at, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, within 180 days.

Please note, you must continue to make premium payments during any claim if you wish to continue to be protected by the policy. If you fail to pay your premium when due your Policy and the protection provided by it will end.

### What should I do if I have a complaint?

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

#### 1 Policy Sale or Administration

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

Reference Number C29542.

## 2 Terms of the Policy/Claims Handling

For complaints relating to the terms of this contract, claims administration or claims handling under this insurance please write to the Customer Relations Department of TWG Services Limited at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, telephone **(0044) 844 854 0911**, or email [Customer.Relations@thewarrantygroup.com](mailto:Customer.Relations@thewarrantygroup.com). TWG Services Limited administers claims on the Policy on behalf of the insurer, London General Insurance Company Limited.

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

The decision of the Financial Services Ombudsman is binding on both parties. The decision may be appealed to the High Court by either party.

### What happens if the insurer is unable to meet its liabilities?

If we are unable to meet our liabilities under this Policy, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further details are available from the FSCS at, 10th Floor, Beaufort House, 15 Botolph Street, London, EC3A 7QU. Telephone (0044) 800 678 1100 / (0044) 20 7741 4100. This compensation scheme is subject to restriction and not all policyholders are eligible.

### General information

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

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

**Insurer:** The insurer is London General Insurance Company Limited, Irish Branch registered number E904436, whose head and registered offices are at Fitzwilliam Business Centre, 77 St John Rogerson's Quay, Dublin 2.

London General Insurance Company Limited, Irish Branch, is authorised by the Prudential Regulation Authority in the UK and is regulated by the Central Bank of Ireland for conduct of business rules.

### Demand and needs

The Accident, Sickness and Hospitalisation Plan meets the demands and needs of those who wish to protect against loss of income in the event of accident, sickness and hospitalisation. The levels of cover available with this Policy are detailed in the Summary of Cover, including the main benefits, main exclusions and limitations.

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

In applying for the Accident, Sickness and Hospitalisation Plan you have confirmed that you meet the eligibility criteria detailed in the Summary of Cover.

(Please note: For joint cover both first and second policyholders must meet the applicable eligibility criteria).

When applying for/varying your insurance, or submitting a claim, you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your policy or payment of your claim.

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

### Premium collections and refunds

All premium payments from you due to the Insurer for this Policy, or premium refunds due to you from the Insurer for this Policy, will be held by APRIL Ireland on behalf of the Insurer. In this capacity APRIL Ireland act as an authorised agent of the Insurer. This means that once a premium is paid to APRIL Ireland it is deemed to have been received by the Insurer and any premium held by APRIL Ireland will not be deemed as paid until it has been received by the customer.

### Reviewing your cover

From time to time your personal circumstances may change. You should review your cover regularly to ensure that the policy and benefits are still suitable for you.

# Accident, Sickness and Hospitalisation Plan

## Policy Document

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

### SECTION 1 Introduction

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

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

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

The Policy shows details of the benefits provided for You if You suffer from an Accident or Sickness or become Hospitalised.

Section 3 explains the benefits of the Policy, together with circumstances when You cannot claim.

Customers with additional requirements  
If You have hearing or speech difficulties You can text telephone Us on 1800 635 003. This document and all Our literature is available in large print, audio and Braille - We will be happy to supply You with a copy or You can call Us on 1800 635 002 to request a copy.

#### Please note

- You should make sure the information You supplied in connection with this Policy is correct to the best of Your knowledge and belief.
- You should keep a record of all information supplied to both Us and/or APRIL Ireland for

the purpose of taking out this Policy. A copy of any such information will be supplied by both Us and/or APRIL Ireland on request.

- If You make any claim, which We can prove to be fraudulent, unfounded or exaggerated, all benefits under this Policy will be lost and We will seek to recover any benefits paid under a claim.
- We may, and You agree that We may, use video surveillance to investigate any claim that We have good reason to believe may be fraudulent.

### SECTION 2 Eligibility requirements

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

For Accident, Sickness and Hospitalisation Benefits:

- You are aged 18 years old or over and under 60; and
- You are Resident in the Republic of Ireland; and
- You are actively Working, being:
  - Employed for a minimum of 16 hours per week (i.e. not medically certified as unfit for Work); or
  - Self-Employed (i.e. not medically certified as unfit for Work).

If You are a Non-Earning Partner (i.e. You do not meet the definition of Employment or Self-Employment) You may apply for Accident, Sickness and Hospitalisation cover as a second policyholder providing:

- You are aged 18 years old or over and under 60; and
- You are Resident in the Republic of Ireland; and
- You must not be medically certified as unfit for Work.

#### IMPORTANT

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

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

- Your Employment status (due to less than 16 hours being Worked per week, if You are Employed)
- Retirement
- Residency
- Salary

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

### Change in Residency

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

## SECTION 3 Benefits and exclusions

### 3.1 ACCIDENT OR SICKNESS BENEFIT

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

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

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

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

Periods of Accident or Sickness separated by less than three months will be treated as one continuous period of Accident or Sickness. If We have paid the maximum of Monthly Benefits (12 or 24 depending on the benefit option You selected and as shown on Your Schedule), You must

return to Work for a continuous period of 3 months before You are entitled to make another claim for Accident or Sickness.

#### When can you claim for Accident or Sickness Benefit as a Non-Earning Partner?

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

- You are no longer totally confined to Your normal place of residence, a Hospital or other recognised medical facility;
- You are certified by Your Doctor as fit to resume Your Normal Daily Activities unassisted;
- You fail to provide Us with proof of an Accident or Sickness;
- We have paid a maximum of 12 Monthly Benefits in respect of any one event of Accident or Sickness;
- the Policy End Date.

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

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

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

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

- any Pre-Existing Medical Condition, unless You have been symptom free and not received treatment or advice for that condition for at least two years preceding a claim and can provide at least 2 year's prior medical history from your Doctor;
- any Chronic Condition which is existing or which You knew about at the Commencement Date, or of which You were exhibiting the symptoms whether specifically diagnosed or not or for which You were receiving medical treatment or advice during the 24 months preceding the Commencement Date;
- Normal Pregnancy/Childbirth Related Conditions (Special Note: when a claim is made by You for a pregnancy or childbirth related condition, We may refer You to a Doctor or Consultant who specialises in obstetrics for an opinion of whether the condition is a Normal Pregnancy/Childbirth Related Condition. We will consider this opinion to be final). For Sickness claims only, You will not be able to claim during a Confinement Period.
- elective surgical procedures or surgical procedures which are not medically required;
- Backache or Whiplash or Neck related conditions;
- any emotional or psychiatric condition, depression, stress or mental disorder, unless it is due to organic mental disease or psychosis and You are under the care of a Consultant Psychiatrist, Psychiatric Specialist or a Psychiatric Nurse Working as part of a psychiatric team, which reports into a Psychiatric Specialist or Consultant Psychiatrist;
- deliberately, self-inflicted injuries;
- war, riot, or civil commotion;
- ionising radiations or radioactive contamination from nuclear waste produced by the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any nuclear device or component;
- earthquake;
- H.I.V (Human Immunodeficiency Virus) and/

or any H.I.V related illness including A.I.D.S (Acquired Immune Deficiency Syndrome);

- the taking of alcohol or drugs, unless under the specific direction of a Doctor and not for the treatment of drug addiction.

We will not pay any Sickness benefits if Your Sickness occurs within 90 days of the Commencement Date or if you are unable to provide at least 2 years prior medical history from your Doctor.

### **3.2 HOSPITALISATION BENEFIT**

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

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

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

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

- any Pre-Existing Medical Condition, unless You have been symptom free and not received treatment or advice for that condition for at least two years preceding a claim and can provide 2 years medical history from your Doctor;
- any Chronic Condition which is existing or which You knew about at the Commencement Date, or of which You were exhibiting the symptoms whether specifically diagnosed or not or for which You were receiving medical treatment or advice during the 24 months preceding the Commencement Date;
- Normal Pregnancy/Childbirth Related Conditions (Special Note: when a claim is made by You for a pregnancy or child birth related condition, We may refer You to a Doctor or Consultant who specialises in obstetrics for an opinion of whether the condition is a Normal Pregnancy/Childbirth Related Condition. We will consider this opinion to be final). For Hospitalisation claims for Sickness only You will not be able to claim during a Confinement Period;
- elective surgical procedures or surgical procedures which are not medically required;



- Backache or Whiplash or Neck related conditions;
- any emotional or psychiatric condition, depression, stress or mental disorder, unless it is due to organic mental disease or psychosis;
- deliberately, self-inflicted injuries;
- war, riot, or civil commotion;
- ionising radiations or radioactive contamination from nuclear waste produced by the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any nuclear device or component;
- earthquake;
- H.I.V (Human Immunodeficiency Virus) and/ or any H.I.V related illness including A.I.D.S (Acquired Immune Deficiency Syndrome);
- the taking of alcohol or drugs, unless under the specific direction of a Doctor and not for the treatment of drug addiction.

## SECTION 4

### When your protection starts and ends

Your contract with Us starts from the date confirmed on Your Schedule. (For Sickness benefit protection starts if the Sickness is diagnosed more than 90 days after the Commencement Date) and ends on the earliest of the following:

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

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

### IMPORTANT

This Policy is for monthly periods, and We do not guarantee that this Policy will be available indefinitely. We reserve the right to withdraw this Policy at any time, by providing 60 days notice, in writing, to You. This will only occur where it is a result of a serious breach of contract by You or where We are not authorised or otherwise unable to continue to provide cover.

Your Premium and the benefit provided under this Policy is based on the historical performance of this product. Your

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

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

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

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

## Section 5

### How to claim

- You or Your representative should contact APRIL Ireland, Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24 or telephone 07491 618 68.
- The Claim Form must be completed, ensuring any sections to be completed by others are filled in.
- Send the completed form to the Claims Handler, TWG Services Limited at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF. Please note that We must receive a completed Claim Form, together with any other

information We may reasonably require, within 180 days of the event giving rise to a claim. If such completed Claim Form and information is not received, We will still investigate Your claim however it may make it more difficult to assess and settle it.

- We will ask You to complete a Continuation Claim Form in respect of any further months of Accident or Sickness and these forms must be sent back completed within 60 days of the date We last paid You benefit. If such Continuation Claim Forms are not received within 60 days we will still investigate your claim however it may make it more difficult to assess and settle it.
- If further supporting evidence of Your entitlement to claim is required You must provide it at Your own expense. You must also allow Us to have You medically examined at Our expense if We wish.
- In the event that You make an Accident or Sickness claim, You will be required to provide Us with confirmation of Gross Earnings (if You are Employed) or confirmation of Taxable Income (If You are Self-Employed).

**Please Note:** You must continue to make Premium payments during any claim if You wish to be protected by the Policy. If You fail to pay Your Premium when due Your Policy and the protection provided by it will end.

## SECTION 6 General terms and conditions

- Both You and We are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary prior to the Policy Commencement Date, this Policy shall be subject to Irish Law. The EEA State for the purposes of the Policy is the Republic of Ireland.
- The maximum Monthly Benefit payable for Accident or Sickness when added to any other Monthly Benefit or benefit being paid by Us following a claim made by You under this Policy or any other policy in force with Us is €3,000 per month or €350 per month in respect of Non-Earning Partners.
- The maximum daily benefit payable for Hospitalisation when added to any other benefit being paid by Us following a claim made by You under this Policy or any other policy in force with Us is €300 per day or €35 in

respect of Non-Earning Partners.

- If You increase the Monthly Benefit, the increase in benefit is not payable for Sickness or Hospitalisation (due to sickness) claims until the increased cover has been in place for 90 days. The increased Monthly Benefit is payable immediately in the event of an Accident and Hospitalisation (due to an Accident).
- Any benefit due under this Policy will be paid to You.
- It shall not be possible for You to assign or charge the benefits of this Policy in any way whatsoever.
- When applying for/varying Your insurance, or submitting a claim You or anyone acting on Your behalf must take reasonable care to answer all questions honestly and to the best of Your knowledge. Failure to do so may affect the validity of Your Policy or the payment of Your claim.
- The companies which provide the products and services related to this Policy are members of the Financial Services Compensation Scheme (FSCS). It is a duty of the FSCS to ensure that a percentage of sums owed to policyholders by an insurance company in liquidation is paid to those policyholders if the company itself is unable to meet its liabilities in full. Under the Scheme General Insurance is covered for 90% of the entire claim, with no upper limit.

This compensation system is subject to restrictions and not all policyholders are eligible. Further details are available by contacting the FSCS by telephone on (0044) 800 678 1100 or (0044) 20 7741 4100, or writing to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 Botolph Street, London, EC3A 7QU.

- In the event of an insurance claim, any information that You provide to Us may be put onto a register of claims through which insurers share information to prevent fraudulent claims. A list of participants and the name and address of the operator are available from Us.

## SECTION 7 Cancellation rights

You may cancel this Policy at any time. If You cancel this Policy within 30 days of the Commencement Date, as detailed on Your Schedule any Premium that You have paid will be refunded, subject to no claim being made. If cancellation is made after 30 days, there will be no refund

of Premium paid. To cancel this Policy write to APRIL Ireland at: Customer Services, APRIL Ireland, Suite 211, Unit 3013, Lake Drive, Citywest Business Campus, Dublin 24, or e-mail: cancellations@april-uk.com, or call 07491 618 68 quoting Your name and Policy number.

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

## **SECTION 8**

### **Customer care**

#### **1. Policy Sale or Administration**

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

#### **2. Terms of the Policy/Claims Handling**

For complaints relating to the terms of this contract, claims administration or claims handling, please write to Customer Relations Department of TWG Services Limited at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF, telephone (0044) 844 854 0911, or email customer.relations@thewarrantygroup.com. TWG Services Limited administer claims on the Policy on behalf of the Insurer, London General Insurance Company Limited.

If Your complaint addressed to any of the above parties is not resolved to Your satisfaction, You may contact the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Tel: 1890 88 20 90 or 01 662 0899. Email: enquiries@financialombudsman.ie Website: www.financialombudsman.ie

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

## **SECTION 9**

### **Meaning of words/definitions**

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

#### **Accident**

An event which is not reasonably foreseeable, intended or designed (but excluding Sickness). The Accident must be certified by a Doctor as preventing You doing Your Work or any Work that Your experience, education or training may reasonably qualify You to do. If You are Self-Employed, a condition will only be acceptable as an Accident if it stops You from assisting, managing and/or carrying on any part of the running of Your business whatsoever. If You are a Non-Earning Partner You must be certified by a Doctor as totally confined to Your normal place of residence, a Hospital or other recognised medical facility OR as requiring assistance to carry out at least 4 of the 8 listed Normal Daily Activities. You must be under the continuing care of a Doctor throughout Your claim.

#### **Backache**

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

#### **Chronic Condition**

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

#### **Claims Handler**

TWG Services Limited, registered number: 1883565, registered address: Twenty Kingston Road, Staines-upon-Thames, Surrey TW18 4LG, United Kingdom.

#### **Commencement Date**

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

#### **Confinement Period**

The period 2 weeks prior to and 4 weeks after birth.

#### **Deferred Period**

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

**Doctor**

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

**End Date**

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

**Employed/Employment**

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

**Gross Earnings**

If You are Employed, Your Gross Earnings means:

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

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

**Hospital**

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

**Hospitalisation/Hospitalised**

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

**Monthly Benefit**

The Monthly Benefit stated in Your Schedule, which is payable by Us in the event of a successful claim.

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

- Your Monthly Benefit is more than 60% of Your

Taxable Income; or

- You receive other income, such as company loans unless substantiated by a loan agreement, other income protection policies, or payment that could be classed as income whilst claiming.

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

- You continue to receive some payment, including company sick pay in excess of Statutory Sick Pay, other income protection policies, or company/director's loans not substantiated by a loan agreement from Your employer; or
- You return to Work in another job for a lower salary whilst still suffering from an Accident or Sickness; or
- You return to Your previous job on a part time basis.

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

**Neck-related Conditions**

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

**Non-Earning Partner**

A second policyholder who:

- is the spouse or common law partner of the first policyholder; and
- is residing permanently at the same address as the first policyholder; and
- does not meet the definition of Employed or Self-Employed; and
- is a second policyholder nominated for cover under this policy as a partner without income; and
- is covered under the Accident or Sickness and Hospitalisation elements of this policy; and
- is subject to the same deferment period as the first policyholder; and
- is entitled to a maximum of 12 Monthly Benefit payments of either €300 or €350 (as selected

and detailed on Your Schedule) in respect of Accident or Sickness.

### **Normal Daily Activities**

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

### **Normal Pregnancy/Childbirth Related Conditions**

(i) Symptoms which normally accompany a pregnancy and/or childbirth (including those related to multiple pregnancy) and which are generally of a minor and/or temporary nature not representing an unusual or significant hazard to mother or baby.

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

### **Premium**

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

### **Pre-Existing Medical Condition**

A condition or related condition either:

(i) for which You received treatment in the 24 months up to and including the Commencement Date, or

(ii) which You were aware of, or in Our opinion You should have been aware of, during the 24 months up to and including the Commencement Date. Unless You have been symptom free and not consulted a Doctor or received treatment in the 24 months preceding the claim.

### **Resident/Residency**

Living in the Republic of Ireland for 40 out of 52 weeks a year.

### **Schedule**

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

### **Self-Employed/Self-Employment**

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

### **Sickness**

A medical condition or disease, after it is diagnosed and confirmed by Your Doctor and occurring whilst You are in Work, which stops You doing Your Work or any Work that Your experience, education or training may reasonably

qualify You to do. If You are Self-Employed, a condition will only be acceptable as Sickness if it stops You from assisting, managing and/or carrying on any part of the running of Your business whatsoever. You will be required to provide relevant evidence for the duration of Your valid claim. If You are a Non-Earning Partner a condition will only be acceptable as Sickness if You are certified by a Doctor as totally confined to Your normal place of residence, a Hospital or other recognised medical facility OR requiring assistance to carry out at least four of the eight listed Normal Daily Activities. You must be under the continuing care of a Doctor throughout Your claim.

### **Taxable Income**

If You are Self-Employed Taxable Income means:

(i) Your share of the average of Your last 3 months pre-tax profit (after the deduction of trading expenses) as certified by Your Accountant; or

(ii) Your income as declared in Your last verified tax return; or

(iii) Your Taxable Income for Your last full year's account.

You may be asked to provide evidence of Your Taxable Income to allow Us to determine the benefit payable.

### **We, Us or Our**

London General Insurance Company Limited, Irish Branch, registered number E904436, whose head and registered office are at Fitzwilliam Business Centre, 77 St John Rogerson's Quay, Dublin 2.

London General Insurance Company Limited, Irish Branch, is authorised by the Prudential Regulation Authority in the UK and is regulated by the Central Bank of Ireland for conduct of business rules.

### **Whiplash**

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

### **Work/Working**

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

### **You or Your**

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

## **DATA PROTECTION ACT – INFORMATION USERS**

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

### **Insurance Administration**

Your information may be used for the purposes of insurance administration by Us, Our associated companies, Our agents, the Claims Handler and APRIL Ireland. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing Our compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, We will ensure that anyone to whom We pass Your information agrees to treat Your information with the same level of protection as if We were dealing with it.

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

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

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

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

### **Sensitive Data**

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



april | Ireland

Suite 211, 3013 Lake Drive, Citywest Business Campus, Dublin 24, Ireland  
Tel. 07491 61868 | [www.april-ireland.com](http://www.april-ireland.com)

APRIL Ireland is a trading name of APRIL (Insurety) Ireland Limited (Company Registration No 360638), who is regulated by the Central Bank of Ireland, registered number C29542 and a wholly owned subsidiary of APRIL UK (Insurance Services) Ltd. London General Insurance Company Limited (registered in Ireland E904436) is authorised by the Prudential Regulation Authority in the UK and is regulated by the Central Bank of Ireland for conduct of business rules.  
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