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Exclusive to IBA members

Income Protection Insurance

Terms & Conditions

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ACCIDENT, SICKNESS, HOSPITALISATION, CRITICAL ILLNESS AND UNEMPLOYMENT POLICY TERMS AND CONDITIONS

1. INTRODUCTION
 - 1.1 This **policy** provides **you** with everything **you** need to know about **your** monthly renewable Income Protection Insurance **policy**. It contains full details of **your policy**, including the exclusions.
 - 1.2 Please read **your policy** and **policy schedule** carefully as together they explain the **benefits** that are available to **you** and the criteria **you** must meet to qualify for those **benefits**. It is important that **you** keep both documents in a safe place.
 - 1.3 Please make sure that **you**:
 - are eligible for the insurance cover;
 - know what insurance cover **you** have chosen;
 - know what is covered and what is not covered by this **policy**;
 - understand how changes in **your** income and **employment** affect **your** cover; and
 - understand the terms and conditions for making a claim.
 - 1.4 In this **policy**, words and phrases in bold have specific meanings. These are explained in the ‘Glossary’ at the back of this document.
 - 1.5 The insurer is Assurant General Insurance Limited. Its registered office is 117-119 Whitby Road, Slough, Berkshire SL1 3DR, England.
 - 1.6 A minicop facility is available for customers who have hearing difficulties. Please contact **us** if **you** require a copy of this **policy** in another format by writing to Assurant General Insurance Limited c/o Assurant Services Ireland Limited, PO Box 781, South City Delivery Office, Cork, Ireland or telephone 1890 818 077 or by sending an email to customer_relations@assurant.com
 - 1.7 The **policy** is a legal contract between **you** and **us**. The application form, **policy** terms and conditions, the **policy schedule** and any endorsements make up the **policy** and **you** should read them together. The **policy** is based on the information **you** give **us** when **you** fill out **your** application form.
 - 1.8 **You** are reminded that it is essential **you** provide all material information likely to influence the acceptance and assessment of this insurance. If **you** have any doubts as to whether a fact is material, it should be disclosed. Failure to disclose any material facts may invalidate **your policy** or may result in **your policy** not operating fully.
2. ELIGIBILITY
 - 2.1 **You** are eligible for cover under the **policy**, if on the **start date** all of the points below apply to **you**:
 - 2.1.1 **you** are age 18 but under 65 years;
 - 2.1.2 **you** have been in **full-time employment** for at least 6 continuous consecutive months immediately prior to the **start date**;
 - 2.1.3 **you** are an Irish citizen or have been granted Residence Permission in Ireland;
 - 2.1.4 **you** work in Ireland and permanently reside in the Republic of Ireland. **You** may also be eligible for cover if **you** work in Ireland and lived in the Republic of Ireland at the **start date** and **you** are subsequently posted to work outside the Republic of Ireland as:
 - 2.1.4.1 a member of the Irish Defence Forces or as a civil servant at an Irish Embassy or Consulate; or
 - 2.1.4.2 **your** employer is an Irish registered company and **you** are assigned to work within the European Union; and
 - 2.2 **Self-employed** and **Fixed-term Contract Workers**
 - 2.2.1 If **you** are **self-employed** or **you** work on fixed-term contracts **you** are eligible for this insurance as long as **you** meet the Eligibility conditions. **You** should read this **policy** carefully to make sure it is suitable for **your** needs. **You** should pay particular attention to the definitions of “**self-employed**”, “**ceased trading**” and “**fixed-term contracts**”, Section 12 “**Unemployment Benefit**” and Section 17 “**Claims**”.
3. IMPORTANT NOTES
 - 3.1 Certain circumstances may affect **your** right to **benefits** if **you** are aware of them at the **start date**. **We** will not pay any **benefits** under this **policy** for:
 - 3.1.1 any **pre-existing condition**, **chronic condition**, **condition**, injury, illness, disease, **sickness** or related **condition** and/or associated symptoms whether specifically diagnosed or not, which **you** knew about (or ought reasonably to have known about) at the **start date** or, for which **you** sought or received advice, **treatment** or counselling from a **doctor** during the 24 months immediately prior to the **start date**. However, **you** will be able to claim if **you** have been symptom free and have not consulted a **doctor** or received **treatment** for the **condition** in the 24 months immediately prior to **your** claim;
 - 3.1.2 any impending **unemployment** **you** were aware of at the **start date**. **You** will not be covered for any **unemployment** which **we** reasonably believe **you** knew was likely to happen, whether **you** had official notice of it or not, when **you** took out this insurance;

- 3.1.3 any **unemployment you** were advised of or which happens during the first 120 days following the **start date of your cover**, whether **you** were aware of it or not at the **start date**.
4. CHANGING LEVEL OF BENEFIT/CIRCUMSTANCES
- 4.1 It is **your** responsibility to ensure this **policy** continues to meet **your** requirements. **You** may apply to change **your** monthly **benefit** to match **your** requirements.
- 4.2 If **you** want to change **your** monthly **benefit you** should inform **us** in writing. The change will take effect from the date **we** accept the amendment, provided that **you** are not already claiming and receiving monthly **benefit** under this **policy**, or are aware of an impending claim.
- 4.3 **We** will not pay the increased proportion of **your** new monthly **benefit** if:
- 4.3.1 **you** receive notice verbally or in writing of **unemployment**, or are aware of impending **unemployment** within 120 days of the date **you** applied for the increase or change;
- 4.3.2 **you** knew of, or should reasonably have known of **your** impending **unemployment**, on the date **you** applied for the increase or change; or
- 4.3.3 an **accident** or **sickness** claim results from any **pre-existing medical condition, chronic condition, condition**, injury, illness, disease, **sickness** or related **condition** and/or associated symptoms whether specifically diagnosed or not, which **you** knew about (or ought reasonably to have known about) at the date **you** applied for the increase or change, or for which **you** sought or received advice, **treatment** or counselling from a **doctor** during the 24 months immediately prior to the date **you** applied for the increase or change. However, **you** will be able to claim if **you** have been symptom free and have not consulted a **doctor** or received **treatment** for the **condition** in the 24 months immediately prior to **your** claim.
5. BENEFIT LIMITS
- 5.1 **You** may select the **cover options** and **benefits you** require, to ensure that the **policy** is specific to **your** needs.
- 5.2 The **premium** will depend on the **cover options**, the **benefit** and **benefit period you** have chosen.
- 5.3 The maximum monthly **benefit we** will pay **you** under this **policy** is:
- 75% of **your net monthly income**; or
 - €2,000;
- whichever is the lowest.
- 5.4 The maximum amount **we** will pay for Critical Illness **benefit** is an amount equal to 24 times **your** monthly **benefit**.
- 5.5 If **you** hold more than one income protection **policy**, **your benefits** may be adjusted to reflect the maximum monthly **benefit** payable under this **policy** in the event of a claim
6. ACCIDENT AND SICKNESS BENEFIT
- 6.1 If after the **start date** and before the **end date** an **accident** or **sickness** prevents **you** from working for longer than the **waiting period**, **we** will pay 1/30th of the monthly **benefit** for each continuous day **you** are unable to work after the **waiting period**.
- 6.2 The monthly **benefit** will be paid to **you** in arrears provided **you** meet the terms and conditions of this **policy**.
- 6.3 To receive the monthly **benefit you** must:
- 6.3.1 be in **full-time employment** or **self-employed** when **your accident** occurs or **sickness** begins;
- 6.3.2 satisfy the definition of **accident** or **sickness** set out in the Glossary and be under regular care and attendance of **your doctor**;
- 6.3.3 be prevented from working only as a result of the **accident** or **sickness**;
- 6.3.4 not be in receipt of a monthly **benefit** for **unemployment** for the same period; and
- 6.3.5 give **us** any evidence **we** ask for in order to prove **your** claim is valid and continues to be so.
- 6.4 When paying **your** claim **we** will consider the first day of **your** claim to be the day a **doctor** certifies that **you** are unfit for work.
- 6.5 **We** will continue to pay the monthly **benefit** for each 30 consecutive day period in which **you** remain unable to work due to **accident** or **sickness** until:
- 6.5.1 **we** have paid the maximum number of monthly **benefit** payments as shown in **your policy schedule** in respect of a single **accident** or **sickness** claim;
- 6.5.2 **you** return to **full-time employment** or **self-employment**;
- 6.5.3 **you** fail to provide evidence of **your accident** or **sickness**; or
- 6.5.4 the **end date**; or
- 6.5.5 if **you** are a contract worker, the date **your** fixed term contract would have ended. (Unless **you** have been working for the same employer for at least two years, and **you** have a yearly contract which has been renewed at least once and has at least six months left in which case **we** will consider any claim as if **you** had been in **full-time employment**);
- whichever happens first.

- 6.6 Future Claims
- 6.6.1 **You** may make a further **accident** or **sickness** claim subject to the re-qualification periods detailed below:
- 6.6.1.1 for an unrelated **condition** – if **you** have returned to **full-time employment** or **self-employment** for at least 1 month following the previous **accident** or **sickness** claim; or
- 6.6.1.2 for the same or a related **condition** – if **you** have returned to **full-time employment** or **self-employment** for at least 6 consecutive months following the previous **accident** or **sickness** claim.
- 6.6.2 If two periods of **accident** or **sickness** (each resulting from the same or a related **condition**) are separated by less than 6 consecutive months of **full-time employment** or **self-employment**, **we** will treat them as one continuous claim for the purposes of calculating the maximum monthly **benefits** payable, but no **benefit** will be payable for the period in-between.
- 6.6.3 If periods of **accident** and **sickness** are separated by six consecutive months or less, this shall be treated as one continuous claim provided **you** have not received monthly **benefit** for the maximum **benefit period** as selected in **your policy schedule**.
- 6.6.4 Statutory maternity or paternity leave can form part or all of the one, three or six month periods in (6.6.1) and (6.6.2) above.
- 6.7 Pregnancy and Childbirth – **we** will pay **benefit** for any **accident** or **sickness** resulting from any symptom(s) of, or complication(s) of pregnancy and childbirth which a **doctor** certifies prevents **you** from working, and which is not excluded under any other exclusions listed in this **policy**. However no **benefit** will be payable for normal pregnancy and childbirth related **conditions**.
7. ACCIDENT AND SICKNESS EXCLUSIONS
We will not pay any **accident** and **sickness benefit** if **your accident** or **sickness** results from or as a consequence of the following:
- 7.1 any **pre-existing medical condition** – this exclusion does not apply if **you** have been symptom free and have not consulted a **doctor** or received **treatment** for the **condition** in the 24 months immediately prior to **your** claim;
- 7.2 attempted suicide or self-inflicted injuries;
- 7.3 any **chronic condition**;
- 7.4 being under the influence of, or being affected by, alcohol or drugs unless prescribed by a **doctor** (other than prescribed for the **treatment** of drug addiction or alcohol dependency);
- 7.5 backache or related **conditions** where there is no physical or radiological evidence (for example an MRI or x-ray) of a medical **condition** (unless a suitably qualified **consultant** certifies that the **condition** prevents **you** from working);
- 7.6 any **condition** of a mental or nervous origin including stress, anxiety or depression (unless a suitably qualified **consultant**, specialising in **your condition**, certifies that the **condition** prevents **you** from working);
- 7.7 if the **cover option** is not shown on **your policy schedule**;
- 7.8 for any period for which **your accident** or **sickness** is not confirmed by a **doctor**;
- 7.9 unless **you** are receiving sick pay from **your** employer, or illness benefit from the Department of Social and Family Affairs in the Republic of Ireland or disability living allowance from the Department for Social Development Office in Northern Ireland;
- 7.10 for any period where **you** are in receipt of **your** usual **salary**;
- 7.11 if **you** are receiving **unemployment benefit** from this **policy**;
- 7.12 if any of the exclusions detailed in Sections 9, 11, 13, 15 or 16 apply.
8. HOSPITALISATION BENEFITS
(If specified in **your policy schedule**)
- 8.1 If after the **start date** and before the **end date**, **you** are working and **you** become hospitalised for the **waiting period** (3 days), **we** will pay **you** one monthly **benefit**. **We** will treat the first day of **your** hospitalisation as the day **your doctor** confirms **you** cannot work and **you** are confined to hospital. **You** must continue to be treated by **your doctor** for the **waiting period**. At the end of the **waiting period** and every 30 consecutive day period after that, **you** must provide **us** with a **doctor's** certificate reconfirming **your** hospitalisation.
- 8.2 **We** will make payments for valid hospitalisation claims following the **waiting period** and every 30-day period thereafter. At the end of the **waiting period** and every 30-day period after that, **you** must provide **us** with a **doctor's** certificate reconfirming **your** hospitalisation.
- 8.3 **We** will continue to pay one monthly **benefit** for each 30 consecutive day period in which **you** remain hospitalised until:
- 8.3.1 the **end date**; or
- 8.3.2 **you** are no longer hospitalised; or
- 8.3.3 **we** have paid the maximum number of monthly **benefits** chosen by **you** and set out on **your policy schedule**; or
- 8.3.4 if **you** are a contract worker, the date **your** fixed-term contract would have

ended. (Unless **you** have been working for the same employer for at least two years, and **you** have a yearly contract which has been renewed at least once and has at least six months left in which case **we** will consider any claim as if **you** had been in **full-time employment**).

whichever happens earliest.

8.4 Future Claims

8.4.1 **You** may make a further hospitalisation claim subject to the re-qualification periods detailed below:

8.4.1.1 for an unrelated **condition** – if **you** have returned to **full-time employment** or **self-employment** for at least 1 month following the previous hospitalisation claim; or

8.4.1.2 for the same or a related **condition** – if **you** have returned to **full-time employment** or **self-employment** for at least 6 consecutive months following the previous hospitalisation claim.

8.4.2 If two periods of hospitalisation (each resulting from the same or a related **condition**) are separated by less than 6 consecutive months of **full-time employment** or **self-employment**, **we** will treat them as one continuous claim for the purposes of calculating the maximum monthly **benefits** payable, but no **benefit** will be payable for the period in-between.

8.4.3 If periods of **unemployment** are separated by six consecutive months or less, this shall be treated as one continuous claim provided **you** have not received monthly **benefit** for the maximum **benefit period** as selected in **your policy schedule**.

8.4.4 Statutory maternity or paternity leave can form part or all of the one, three or six month periods in (8.4.1) and (8.4.2) above.

9. HOSPITALISATION EXCLUSIONS

We will not pay hospitalisation **benefit** for any claim which is caused by, or results from, any of the following:

- 9.1 any **pre-existing medical condition** – this exclusion does not apply if **you** have been symptom free and have not consulted a **doctor** or received **treatment** for the **condition** in the not suffered from that **condition** for 24 months immediately prior to **your** claim;
- 9.2 attempted suicide or self-inflicted injuries;
- 9.3 any **chronic condition**;
- 9.4 being under the influence of, or being affected by,

alcohol or drugs, unless prescribed by a **doctor** (other than drugs prescribed for the **treatment** of drug addiction or alcohol dependency);

9.5 backache or related **conditions** where there is no physical or radiological evidence (for example an MRI or x-ray) of a medical **condition** (unless a suitably qualified **consultant** certifies that the **condition** prevents **you** from working);

9.6 any **condition** of a mental or nervous origin including stress, anxiety or depression (unless a suitably qualified **consultant**, specialising in **your condition**, certifies that the **condition** prevents **you** from working);

9.7 surgeries or **treatment(s)** which are not medically necessary to maintain **your** quality of life, or are carried out because **you** elect to have them (including cosmetic or beauty **treatment**), unless this is the result of an **accident** where **your doctor** recommends **you** have cosmetic **treatment**;

9.8 if the **cover option** is not shown on **your policy schedule**;

9.9 for any period for which **your** hospitalisation is not confirmed by a **doctor**;

9.10 unless **you** are receiving sick pay from **your** employer, or illness benefit from the Department of Social and Family Affairs in the Republic of Ireland or disability living allowance from the Department for Social Development Office in Northern Ireland;

9.11 for any period where **you** are in receipt of **your** usual **salary**;

9.12 if **you** are receiving **unemployment benefit** from this **policy**;

9.13 if any exclusions detailed in Sections 7, 11, 13, 15 or 16 apply.

10. RETURN TO WORK BENEFIT

10.1 **We** will pay **you** **Return to Work benefit** if **you** have received at least one full monthly **benefit** for **accident, sickness** or hospitalisation under this **policy** and if:

10.1.1 **you** have not received the maximum **benefit period** **you** chose for **accident, sickness**, or hospitalisation cover;

10.1.2 **you** have returned to part-time work with **your** usual employer immediately after **your doctor** confirms **you** are fit to work; and

10.1.3 **you** are receiving less than **your** usual basic monthly **salary** from **your** employer.

10.2 **We** will pay **you** the difference between 75% of the **salary** **you** received immediately before the **incident date**, and **your** new **salary**, less any State benefits, up to the maximum monthly **benefit** as set out in section 5.3.

10.3 The reduction in **your** pay must be as a direct result of working reduced hours because of the **condition** resulting in **your accident, sickness**

- or hospitalisation claim.
- 10.4 **We will pay Return to Work benefits:**
- 10.4.1 for a maximum of 3 months in any 12-month period, irrespective of when each monthly **benefit** is paid; or
- 10.4.2 until **you** receive **your** usual **salary**; or
- 10.4.3 up to the maximum **benefit period you** have chosen for **accident** and **sickness** or hospitalisation; or
- 10.4.4 until the **end date**;
whichever happens earliest.
11. RETURN TO WORK BENEFIT EXCLUSIONS
- 11.1 **You will not receive Return to Work benefit if:**
- 11.1.1 **you** have not been paid at least one full monthly **benefit** under the **accident** and **sickness** or hospitalisation section of this **policy**;
- 11.1.2 **you** are **self-employed**;
- 11.1.3 **you** are in receipt of **your** usual **salary**;
- 11.1.4 **you** are on statutory maternity leave, adoption leave, parental leave or paternity leave;
- 11.1.5 **you** do not **return to work** immediately after **your doctor** confirms **you** are certified fit to work;
- 11.1.6 **you** have received the maximum **benefit period** selected for **accident, sickness** or hospitalisation;
- 11.1.7 the reduction in **your salary** is not as a direct result of **your accident, sickness** or hospitalisation;
- 11.1.8 the difference between **your** monthly **salary** before and after the **incident date** is less than €150 per month;
- 11.1.9 **your return to work** claims are for a period of more than three months;
- 11.1.10 if any exclusions detailed under Sections 7, 9, 13, 15 or 16 apply.
12. UNEMPLOYMENT BENEFIT
(This benefit only applies if shown on **your policy schedule**)
- 12.1 If after the **start date** and before the **end date you** become **unemployed** for longer than the **waiting period** (30 consecutive days), **we** will pay 1/30th of the monthly **benefit** for each continuous day **you** are **unemployed** after the **waiting period**.
- 12.2 The monthly **benefit** will be paid to **you** in arrears provided **you** meet the terms and conditions of this **policy**.
- 12.3 To receive the monthly **benefit you** must:
- 12.3.1 have been in **full-time employment** or **self-employed** for at least 6 continuous consecutive months immediately prior to the **start date**, if **you** were on a fixed term contract then **you** must meet the criteria in section 12.6;
- 12.3.2 satisfy the definition of **unemployment** set out in the Glossary (and if **you** were **self-employed, you** must have **ceased trading**);
- 12.3.3 not be receiving the monthly **benefit** for **accident, sickness** or hospitalisation for the same period; and
- 12.3.4 give **us** any evidence **we** ask for in order to prove **your** claim is valid and continues to be so.
- 12.4 When paying **your** claim, **we** will consider **your** first day of **unemployment** to be the day **you** are first registered as **unemployed** with **your** local Social Welfare Office in the Republic of Ireland or the Department for Social Development Office in Northern Ireland. **You** will not be considered to be **unemployed** for the days for which **you** receive **payment in lieu of notice**.
- 12.5 **We** will continue to pay the monthly **benefit** until:
- 12.5.1 **we** have paid the maximum number of monthly **benefit** payments as shown in **your policy schedule** in respect of a single **unemployment** claim;;
- 12.5.2 **you** fail to satisfy the definition of **unemployment** set out in the Glossary;
- 12.5.3 **you** fail to provide **us** with evidence of **your unemployment**;
- 12.5.4 if **you** are a **fixed-term contract worker**, the date **your** contract would have ended. (Unless **you** have been working for the same employer for at least two years, and **you** have a yearly contract which has been renewed at least once and has at least six months left as **we** will consider any claim as if **you** had been in **full-time employment**); or
- 12.5.5 the **end date**;
whichever happens first.
- 12.6 **Fixed-term Contract Workers** – If **you** work on a fixed term contract and **your** contract is not renewed **you** will only be entitled to claim for **unemployment** cover if **you** meet one of the following criteria:
- 12.6.1 **you** have been on a contract with the same employer for at least 6 months and had the contract renewed at least once. **We** will consider a claim only if **your** current contract is terminated prior to its expiry date. Monthly **benefit** will then be paid until that contract would have expired; or
- 12.6.2 **you** have worked continuously under contract with the same employer for at least 24 months;
- 12.6.3 **you** were originally **employed** on a permanent basis but were transferred to a fixed-term contract by the same employer without a break in **employment**.

- 12.7 Future Claims
- 12.7.1 **You** may make a further **unemployment** claim if **you** have returned to **full-time employment** or **self-employment** for at least 6 consecutive months following the previous **unemployment** claim. However, if two periods of **unemployment** are separated by less than 6 consecutive months of **full-time employment** or **self-employment**, **we** will treat them as one continuous period of **unemployment** for the purposes of calculating the maximum monthly **benefits** payable, but no **benefit** will be payable for the time in-between.
- 12.7.2 If periods of **unemployment** are separated by six consecutive months or less, this shall be treated as one continuous claim provided **you** have not received monthly **benefit** for the maximum **benefit period** as selected in **your policy schedule**.
- 12.8 Temporary Work
- 12.8.1 An **unemployment** claim may be suspended on three occasions for a period of temporary work, provided:
- 12.8.2 **you** notify **us** before **your** temporary work starts; and
- 12.8.3 **your** temporary work lasts for at least one week and no longer than 6 months, whether as one contract or a series of contracts.
- 12.8.4 Once **your** temporary work has ended, **you** must re-register with Social Welfare Office in the Republic of Ireland or the Department for Social Development Office in Northern Ireland before **we** will continue to pay **your** claim as a continuation of **your** earlier claim up to the maximum number of monthly **benefit** payments (as shown in **your policy schedule**) in total, subject to the terms and conditions of this **policy**.
13. **UNEMPLOYMENT BENEFIT EXCLUSIONS**
- 13.1 **We** will not pay any **unemployment benefit** if:
- 13.1.1 at the **start date** **you** knew **you** would become **unemployed** or **you** had reason to believe that **you** might become **unemployed**;
- 13.1.2 **you** are made **unemployed** or are told that **you** will be made **unemployed**, within the **exclusion period**;
- 13.1.3 **your** work was seasonal, casual or temporary or **unemployment** is a regular feature of **your** work;
- 13.1.4 **you** finish the job **you** were specifically **employed** to do, or **you** come to the expected end of a fixed-term contract unless **you** satisfy one of the conditions set out in section 12.6 above;
- 13.1.5 **you** resign or **you** volunteer for **unemployment** or redundancy;
- 13.1.6 **you** are dismissed due to the inability to pass a probationary period or perform any elements of **your** job;
- 13.1.7 if **your Employment** ends as a result of the expiry of an apprenticeship or training contract;
- 13.1.8 **you** lose **your** job because of misconduct, fraud, dishonesty or any act **you** carried out;
- 13.1.9 **you** are made **unemployed** because of any strike which **you** took part in or any lock-out by **your** employer;
- 13.1.10 the **unemployment** results from any **condition** excluded under the **accident** and **sickness** exclusions set out in Section 7 or the General Exclusions set out in Section 16.
- 13.1.11 **you** were not in continuous work for 6 months immediately before **your employment** ended. If **you** were not in work for two weeks or less, **we** will not count this as a break in **your employment**.
- 13.1.12 **you** refuse any reasonable offer of **employment** by **your** employer;
- 13.1.13 **you** are **self-employed** and **you** cannot give **us** evidence that **you** have **ceased trading**;
- 13.1.14 if **you** are receiving **accident, sickness** or hospitalisation **benefit**;
- 13.1.15 for any period for which **you** have received or are entitled to receive **Payment in Lieu of Notice**; or
- 13.1.16 if **you** are working for a company and are in any way connected with a person who has **control** over that company (for example, **you** are a member of that person's family);
- 13.1.17 if any exclusions detailed in Sections 7, 9, 11, 15 or 16 apply.
14. **CRITICAL ILLNESS BENEFIT**
(If specified in **your policy schedule**)
- 14.1 If after the **start date** and before the **end date** **you** are diagnosed with a critical illness,
- 14.1.1 **We** will pay a maximum amount equal to 24 times **your** monthly **benefit**.
- 14.1.2 **You** must be diagnosed by a **doctor** or an appropriate **consultant** and **we** may also require **you** to attend a medical examination which **we** will arrange and pay for.
- 14.2 The **conditions** covered under **your** critical illness cover are as follows:
- 14.2.1 Bypass Surgery (Coronary Artery) – The undergoing of open chest surgery on the advice of a Consultant Cardiologist for the **treatment** of a blockage of two

- or more coronary arteries with bypass grafts (CABG).
- 14.2.2 Cancer – The presence of one or more malignant tumours characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue.
- 14.2.3 Heart Attack – The death of a portion of heart muscle as a result of inadequate blood supply to the relevant area.
- 14.2.4 Kidney Failure – Chronic irreversible failure of kidneys to function as a result of which either regular dialysis is instituted or a renal transplantation is carried out.
- 14.2.5 Major Organ Transplantation – The undergoing as a recipient of a transplant of a heart, lung, liver, kidney, pancreas or inclusion on an official waiting list for such a procedure.
- 14.2.6 Stroke – Any cerebrovascular incident producing neurological sequel lasting more than 24 hours and causing infarction of the brain tissue.
15. CRITICAL ILLNESS BENEFIT EXCLUSIONS
- 15.1 **You** will not receive critical illness **benefit** for any claim, which is caused by, or resulting from:
- 15.1.1 cancers which are histologically classified as any of the following:
- 15.1.1.1 pre-malignant; or
- 15.1.1.2 non-invasive; or
- 15.1.1.3 cancer in situ; or
- 15.1.1.4 having borderline malignancy; or
- 15.1.1.5 having low malignant potential; or
- 15.1.1.6 chronic lymphocytic leukaemia unless having progressed to at least Binet stage A;
- 15.1.1.7 any skin cancer other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin);
- 15.1.2 transplant of any organs, parts of organs, tissues or cells not specified in Section 14.2.5;
- 15.1.3 transient ischaemic attack and attacks of vertebrovascular ischaemia;
- 15.1.4 balloon angioplasty, laser or any other procedures relating to coronary artery surgery;
- 15.2 In addition **you** will not receive critical illness **benefit**:
- 15.2.1 if **your** critical illness is not confirmed by a **doctor** or appropriate **consultant**;
- 15.2.2 if **you** were aware of, or were diagnosed with a critical illness during the **exclusion period**;
- 15.2.3 if any exclusions under Sections 7, 9, 11, 13 or 16 apply.
16. GENERAL EXCLUSIONS
- 16.1 In addition to the exclusions in Sections 7, 9, 11 and 13, **you** will not receive any monthly **benefits** for **accident, sickness, unemployment, hospitalisation, critical illness or return to work** which is caused by or resulting from:
- 16.1.1 taking part in, attempting, or acting as an accessory to, any crime;
- 16.1.2 taking part in a strike, labour dispute, industrial action or lock-out;
- 16.1.3 ionising radiation or radioactive contamination from nuclear fuel, waste or equipment;
- 16.1.4 war, invasion, act of foreign enemy hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, riots, civil commotion, military or usurped power.
- 16.2 If **you** are working outside the Republic of Ireland or Northern Ireland, on the **incident date**, **you** will not receive any monthly **benefits** for **unemployment, accident, sickness, hospitalisation, return to work** or critical illness **benefit** unless **you** are:
- 16.2.1 **Employed** full-time by the Irish Defence Forces, or as a civil servant in an Irish Embassy or consulate; or
- 16.2.2 **Employed** full-time for an employer that is an Irish registered company who assigns **you** to work in the European Union on the same terms and conditions; or
- 16.2.3 **Employed** on a specific project for less than 30 days outside the island of Ireland.
17. CLAIMS
- 17.1 If **you** need to make a claim, **you** must contact **us** as soon as reasonably possible and at least within 30 days following the end of the **waiting period**. Please call **us** on 1890 818 077 and one of **our** agents will be happy to talk **you** through the claims process. Alternatively, **you** can e-mail **us** on customer.relationships@assurant.com or write to **us** at: Claims Department, Assurant General Insurance Ltd, c/o Assurant Services Ireland Ltd, PO Box 781, South City Delivery Office, Cork, Ireland.
- 17.2 The fully completed claim form should be returned to **us** together with any supporting evidence as soon as reasonably possible thereafter. All the relevant sections should be completed and signed and dated to avoid a delay in receiving **benefits**.
- 17.3 Continuing Claim Forms – **we** will ask **you** to fill in a continuing claim form at **your** expense for each month **you** are claiming. **We** will advise **you** when to submit this form and the information **we** will require in order for further **benefit** payments to be made.

- 17.4 **You** must give **us** any proof **we** reasonably ask for, at **your** own expense, otherwise **we** will not pay any **benefit**. **We** may also ask **you** for additional information during a claim. This proof could be amongst other things:
- 17.4.1 For **accident, sickness**, hospitalisation or critical illness claims, **you** must allow **us** access to **your** medical records in accordance with **your** rights under the Data Protection Acts 1988 & 2003. **We** may require medical evidence in addition to **your doctor's** initial report, and/or ask **you** to undergo a medical examination with a **doctor** or **consultant** appointed by **us**. **We** will pay the costs of this additional medical evidence. **We** will not pay **you** any **benefit** if **you** fail to undergo a medical examination and **you** do not have a reasonable explanation for not attending;
- 17.4.2 For **unemployment** claims – confirmation of **your unemployment** including but not limited to, **your** wage slips, severance letter, and **your** P45 from **your** last employer or a letter from them confirming **you** worked for them. If **you** are **self-employed**, **we** may contact **your** accountant, bank and/or tax office for proof that **you** have **ceased trading** and **you** will be asked to provide **your** annual accounts, Revenue Commissioners records, and Pay Related Social Insurance Contributions in the Republic of Ireland or National Insurance Contributions in Northern Ireland with supporting bank statements and invoices. **You** may also be asked to prove that **you** were working at the **start date of your policy**;
- 17.4.3 For **Return to Work** claims, **you** must provide evidence including, but not limited to **your** pay-slips, final medical certificate from **your doctor** and documentary evidence to support the State benefits **you** are receiving. **Your** employer may also be contacted.
- 17.5 If **you** are ineligible to receive State benefits, **you** must be able to provide ongoing alternative evidence acceptable to **us** that **you** are **unemployed** and actively seeking re-employment. This could include copies of job applications, invitations to interviews, application responses and registration with employment agencies.
- 17.6 If **you** or **your** partner is receiving any State benefit, **you** should advise the appropriate authority if **you** are also claiming under this **policy**. In some circumstances, the amount of monthly **benefit** **you** receive under this **policy** may affect **your** entitlement to State benefit. **Your** local Social Welfare Office in the Republic of Ireland or the Department for Social Development Office in Northern Ireland will be able to provide **you** with further information.
- 17.7 Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim, any information **you** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim, may be provided to the register of claims.
- 17.8 During **your** claim **we** may arrange for an agent to visit **you** to gather details regarding **your** claim in order to ensure an accurate assessment can be made. It is essential that **you** comply with such a visit, if **you** fail to comply, no further monthly **benefit** will be payable.
18. CHANGE OF CLAIM
- 18.1 If **you** are receiving monthly **benefits** because of **accident** or **sickness** and **you** become **unemployed** **you** must write to **us** straight away. **We** will continue to pay **your accident** or **sickness benefit** while it remains valid. If **you** are still **unemployed** once a **doctor** says **you** are fit to **return to work**, **you** must tell **us** and **we** will ask **you** to fill in an **unemployment** claim form for consideration.
- 18.2 If **you** are receiving monthly **benefits** because **you** are sick or have been involved in an **accident** or are **unemployed** and **you** become hospitalised, **you** must contact **us** straight away. **Your** claim for **accident, sickness** or **unemployment** will cease and **we** will ask **you** to fill in a claim form for hospitalisation for consideration.
- 18.3 If **you** are receiving hospitalisation **benefit** and **you** are discharged from hospital, **your** hospitalisation claim will cease. However, **we** will consider a claim for **sickness** if **you** continue to be unable to work. **You** must give **us** a **doctor's** certificate confirming **your sickness**. **We** will treat the first day of **your sickness** from the day after **your** last hospitalisation **benefit** was paid until.
- 18.4 If **you** are receiving monthly **benefits** because **you** are **unemployed** and **you** become sick or are involved in an **accident** or hospitalised **you** must write to **us** straight away. **You** will no longer be eligible to claim **unemployment benefit** and **you** will have to fill in a claim form for consideration under **accident, sickness** or hospitalisation **benefit**.
- 18.5 If **you** are not fit for work and cannot meet, or continue to meet, **our** conditions to claim for **accident, sickness** or hospitalisation **benefit** and **you** become **unemployed** **you** may fill in an **unemployment** claim form for consideration.
- 18.6 If **you** are receiving monthly **benefits** because **you** are sick or involved in an **accident** or **unemployed** and **you** are diagnosed as having a critical illness **you** must write to **us** straight away. **You** will no longer be eligible to claim **accident,**

- sickness or unemployment benefit** at that time and **you** will have to fill in a claim form for consideration under the critical illness element of **your policy**.
- 18.7 **We** will only pay **you** one type of **benefit** (**accident, sickness, hospitalisation, critical illness benefit, unemployment or return to work**) at a time.
- 18.8 If **you** change **your** claim, the most **we** will pay for **your accident, sickness, hospitalisation or unemployment** claims together is limited to the maximum **benefit period** as shown on **your policy schedule**.
- 18.9 If **you** are receiving monthly **benefit** for **accident, sickness** or hospitalisation and the **condition** for which **you** are claiming changes, **you** must advise **us** immediately and **your** claim will be re-considered in respect of the new **condition**. The maximum number of monthly **benefits** payable for any combination of **conditions** suffered consecutively will be the **benefit period** for **accident, sickness** or hospitalisation, as detailed on **your policy schedule**. The **waiting period** will apply to each individual claim.
19. PREMIUMS
- 19.1 This is a monthly renewable **policy** which will automatically renew each month unless **you** cancel or stop paying **your premium** or if **we** cease offering this **policy** as per Section 20. Each monthly **premium** covers **you** for one month. At the start of **your** insurance cover **we** may collect more than one monthly **premium** to make sure **you** are covered for the correct period.
- 19.2 **You** must continue to pay **your** monthly **premium** to ensure **your** cover remains continuous and while **you** are claiming **benefit**. If **your** last monthly **premium** has not been paid when due and **you** want to make a claim, **we** will not consider the claim until this monthly **premium** has been paid.
- 19.3 **We** may at any time change **your** monthly **premium** rate and will give **you** not less than 30 days' written notice of any such changes. Some of the circumstances in which this may happen include changing economic conditions. However, if there is a change to the insurance **premium** tax percentage rate or to the government levy percentage rate, **your** monthly **premium** will be changed automatically without notice.
20. WHEN COVER ENDS
All cover under this **policy** and all **benefits** shall automatically end on:
- 20.1 the date **you** die;
- 20.2 the date **you** reach 65 years of age or permanently retire (**you** must tell **us** as soon as possible if **you** do not plan to work anymore);
- 20.3 the date **you** or **we** cancel **your** insurance as set out under the terms of this **policy**;
- 20.4 if **you** no longer permanently reside in the Republic of Ireland;
- 20.5 the date **you** fail to pay the monthly **premium** when due.
whichever happens earliest.
21. YOUR RIGHT TO CANCEL
- 21.1 Within the "cooling off period" – If **you** decide **you** do not want the cover and wish to cancel **your policy**, **you** can do so by contacting **us** within 30 days (the "cooling off period") of the **start date** or the date **you** receive the **policy** documents, whichever is later. **You** will receive a full refund of any monthly **premium** paid provided no claim has been made under the terms of this **policy**.
- 21.2 Outside the "cooling off period" – If **you** have not made a claim against this **policy** and cancel outside the initial 30 day "cooling off period", no refund of monthly **premium** will be payable and no further **premium** shall be collected.
- 21.3 Cancellations will not be backdated under any circumstances.
- 21.4 If **you** have claimed – If **you** have made a claim against this **policy** and wish to cancel, no refund of monthly **premium** will be payable.
- 21.5 All cancellation requests should be made to:
Assurant General Insurance Limited, c/o Assurant Services Ireland Limited, PO Box 781, South City Delivery Office, Ireland. Telephone: 1890 818 077. Email: policy.admin@assurant.com
22. VARIATION AND TERMINATION
- 22.1 With the exception of any legislative or regulatory changes made by the Government, the Equality and Human Rights Commission, or Revenue Commissioners, which are outside **our** control, **you** will be given at least 30 days' written notice of any alteration to the **premium** rates or the terms of cover under this **policy**. The minimum period between consecutive changes will be 90 days.
- 22.2 **We** may at any time vary the terms and conditions of this **policy**. **We** will give **you** not less than 30 days' written notice of such change.
- 22.3 If a claim is fraudulent, fraud is suspected in any respect, or any false information is supplied in relation to **your policy** or claim, all monthly **benefits** or critical illness **benefit** under this **policy** will be forfeited, **your policy** may be cancelled and **you** may be liable to criminal prosecution. **We** also reserve the right to take legal action against any third party to recover any monies paid. **We** may demand **you** repay any monthly **benefits** **we** have already paid **you**. **We** will keep the **premium** **you** have paid **us**. **We** may also advise the Garda Síochána and/or prosecute **you**.
- 22.4 **We** may cancel **your** insurance cover under this **policy** by giving **you** 30 days' written notice.
23. MIS-STATEMENT OF INFORMATION
If **you** gave false or misleading information or failed to disclose material information when **you**

- applied for insurance cover and this information affected the decision to insure **you**, the cover may end, and **we** may not pay **you** any **benefits** under this **policy**.
24. INVALID MONTHLY BENEFIT PAYMENTS
If **we** make any payments as a result of **your** fraud, recklessness or negligence **you** will no longer be entitled to any **benefits** under this **policy** and **we** may demand that any payments made to **you** are paid back to **us**. **We** may take legal action against **you** for the return of such monies and **we** may demand that **you** reimburse **us** for any investigation costs reasonably incurred.
25. GENERAL CONDITIONS
- 25.1 The monthly **benefit** cannot be paid to anyone else or in any way other than as described in this **policy**.
- 25.2 When **your** cover under this **policy** ends it will not have a cash or surrender value.
- 25.3 The rights given under this **policy** cannot be transferred to anyone else.
- 25.4 A person who is not a party to the contract of insurance set out in this **policy** shall have no rights to enforce any term of this **policy**.
- 25.5 **We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** liabilities, **you** may be entitled to compensation from the FSCS. Further information is available from their website: www.fscs.org.uk
- 25.6 This **policy** shall be governed by the laws of the Republic of Ireland. The parties to this **policy** agree to irrevocably submit to the jurisdiction of the courts of the Republic of Ireland, in which case **you** will be entitled to commence legal proceedings in **your** local courts.
- 25.7 **We** will use the English language in all documents and communications relating to this **policy**.
- 25.8 **You** are advised that telephone calls made to **our** administration and claims handling units may be monitored or recorded. This is to monitor the accuracy of information provided by **our** customers and **our** own staff. It may also be used to provide additional training to **our** staff or to prove that **our** procedures comply with legal and regulatory requirements. **Our** staff are aware that conversations can be monitored and recorded.
- 25.9 If **you** need to change **your** **policy** **you** may be required to complete either a **policy** amendment form or a new application form, dependant upon **your** circumstances.
- 25.10 No changes to **your** **policy** can be made if a claim is in the process of being validated or paid.
26. COMPLAINTS PROCEDURE
Step 1. Although **we** set ourselves high standards, if **we** do not meet **your** expectations and **you** have any concerns regarding **your** insurance cover, this product, any claim **you** have against the **policy** or the customer service **you** receive from **us**, please address them to:
The Quality Assurance Manager, Assurant General Insurance Limited, c/o Assurant Services Ireland Limited, PO Box 781, South City Delivery Office, Cork. Phone: 1890 818 011
e-mail ireland.complaints@assurant.com
Step 2. Should **you** remain dissatisfied with the outcome of **our** internal enquiries **you** have the right to refer **your** complaint to the Financial Ombudsman Services. **You** can contact them at the following address;
The Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London E14 9SR. Email: complaint.info@financial-ombudsman.org.uk
In order for the Financial Ombudsman Service to review **your** case **you** must send **your** complaint to them within 6 months of the date of **our** final letter to **you**.
This procedure will not prejudice **your** right to take legal action.
Please note that if **you** are dissatisfied with the sale of this **policy** please direct **your** correspondence to the entity through which **you** purchased the **policy**.
27. CUSTOMER CARE
We care about the service **we** provide to **you** and **we** make every effort to maintain the highest possible standards. If **you** have any questions about the **policy** please ask **us**. Please have this document available so that **your** enquiry is dealt with efficiently.
28. ASSIGNMENT
The **benefits** of this contract may not be assigned to a third party.
29. DATA PROTECTION
We are committed to maintaining the personal data that **you** provide in accordance with the requirements of Republic of Ireland's Data Protection Acts 1988 & 2003. **Our** Privacy Statement in Section 31 gives further information about this.
30. NOTICE TO CUSTOMERS
Assurant General Insurance Limited (FSA No. 202735) is authorised and regulated by the Financial Services Authority. **You** can check this on the FSA Register at <http://www.fsa.gov.uk/register/> or by calling +44 20 7066 1000.

31. PRIVACY STATEMENT
- 31.1 **Your** data controller:
- 31.1.1 For the purposes of the Republic of Ireland's Data Protection Acts 1988 & 2003, the data controller in respect of any personal information provided is Assurant General Insurance Limited.
- 31.1.2 **You** may be assured that Assurant General Insurance Limited and all related companies will treat all personal data as confidential and will not use or process it other than for legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.
- 31.2 Uses made of **your** personal information:
- 31.2.1 The personal information that **you** provide to **us** will be used for a number of different purposes including:
- 31.2.1.1 to manage and administer **your policy**;
- 31.2.1.2 to assess **your** application or subsequent claim(s) including conducting credit checks;
- 31.2.1.3 to offer **you** insurance products and services (except where **you** have asked **us** not to do so) and to help **us** develop new ones;
- 31.2.1.4 to contact **you** with details of changes to the products **you** have bought;
- 31.2.1.5 for internal analysis and research;
- 31.2.1.6 to comply with legal or regulatory requirements; and
- 31.2.1.7 to identify **you** when **you** contact **us**.
- 31.3 **We** may use external third parties to process **your** personal information on **our** behalf in accordance with these purposes, subject to their strict compliance with the Data Protection Acts.
- 31.4 Sharing of **your** personal information:
- 31.4.1 Unless **you** have asked **us** not to do so, **your** personal information provided may be shared with other related organisations and **our** agents: so **you** can receive, either in writing or by telephone, details of other products and services which may be of interest to **you**; and in order for **us** to comply with any legal or regulatory requirements.
- 31.4.2 **We** may share **your** personal information with **our** related companies for the purposes set out in this Privacy Statement.
- 31.5 Sensitive personal data:
- 31.5.1 To the extent that **you** provide sensitive personal data, **we** (and **our** related companies) may also process such sensitive personal data, both manually and by electronic means, for the same purposes described in this Privacy Statement. Sensitive personal data includes information as to **your** physical or mental health or **condition**; or the commission or alleged commission of any offence by **you**.
- 31.6 Business changes:
- 31.6.1 If **we**, or a related company, undergoes a reorganisation or is sold to a third party, the personal information provided to **us** may be transferred to that reorganised entity or third party and used for the purposes set out in this Privacy Statement.
- 31.7 Overseas transfers:
- 31.7.1 **We** may transfer **your** personal information to countries located outside the European Economic Area (the EEA). This may happen when **our** servers, suppliers and/or service providers are based outside of the EEA. The data protection laws and other laws of these countries may not be as comprehensive as those that apply within the EEA – in these instances **we** will take steps to ensure that **your** privacy rights are respected. Details of the countries relevant to **you** will be provided to **you** upon request.
- 31.8 Access to/correction of **your** information:
- 31.8.1 With limited exceptions, **you** have the right to ask for a copy of the information that **we** hold about **you**. There may be a charge for this. If any of the information that **we** hold about **you** is incorrect, please write to **us** at Assurant General Insurance Limited c/o Assurant Services Ireland Limited, PO Box 781, South City Delivery Office, Cork, Ireland, and **we** will make any amendments as necessary.

GLOSSARY

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

Accident – a bodily injury resulting from a sudden, identifiable external event that happened by chance and over which **you** have no control and which prevents **you** from doing **your** normal occupation (or any job **you** are reasonably able to do, given **your** experience, education, training) and for which **you** are receiving **treatment** from a **doctor**.

Benefit, benefits – the amount **we** will pay to **you** based on the cover **you** have chosen and shown on **your policy schedule**, subject to the limits set out in section 5, if **you** become **sick, unemployed** or are involved in an **accident**.

Benefit period – the maximum number of **benefits** that **we** would pay for any one claim as **you** have chosen and as set out on **your policy schedule**.

Ceased Trading – as **self employed, you:**

- a) have stopped trading and final accounts have been filed with the Revenue Commissioners in the Republic of Ireland or HM Revenue and Customs in Northern Ireland;
- b) had **your** business put into the hands of an insolvency practitioner; or
- c) **your** business was partnership which has been dissolved and final accounts have been prepared or are being prepared and submitted to the Revenue Commissioners in the Republic of Ireland or HM Revenue and Customs in Northern Ireland.

Chronic condition – a **condition** that:

- a) arises before the **start date** and continues for an unknown period of time;
- b) cannot be cured; or
- c) recurs or needs **treatment**.

Condition – any injury, disease, or **sickness** (or symptoms of any of these) whether or not it results in a diagnosis.

Consultant – A Medical Specialist registered under the Medical Practitioners Act 1978 (as amended) who is a member of the Irish Medical Council and is recognised by the Irish Medical Council as being a **consultant**. It does not include **your** spouse, civil partner, a relative or someone who lives with **you**.

Control – having authority to direct a company's affairs, including owning the greater part of the shares or voting rights of that company.

Cover option – the type of cover **you** elected and paid a **premium** for, as set out in **your policy schedule**.

Doctor – a fully qualified medical practitioner, registered with the Irish Medical Council and working in the Republic of Ireland or Northern Ireland. The **doctor** who confirms **your accident** or **sickness** when **you** are making a claim, cannot be **you, your** spouse, civil partner, a relative, or someone living with **you**.

Employment, employed – doing any work (including **self-employment**) in the Republic of Ireland of at least 18 hours a week or in Northern Ireland of at least 16 hours a week and paying the appropriate class of Pay Related Social Insurance Contributions in the Republic of Ireland or National Insurance Contributions in Northern Ireland.

End date – the date **your** cover ends, as set out in section 20, 'When cover ends'.

Exclusion period – the period during which if **you** become **unemployed, you** will not be able to make a claim arising out of that **unemployment**. This period is either during the first:

- a) 120 days of the **start date**;
- b) 120 days from amendment, initiated by **you**; or
- c) 60 days of the **start date**, if **your** claim is for critical illness **benefit**; or
- d) If **you** cancel **your** existing insurance with another insurer to take up **our policy, we** will waive the **exclusion period** for **unemployment** provided **your** previous insurance has been in force for at least six months and **you** have never made a claim on **your** previous insurance. **You** will need to provide evidence of this in the event of a claim.

Fixed term contract worker – a person who is **employed** on a fixed-term contract of **employment**.

Full-time employment – working for at least 18 hours per week in the Republic of Ireland (16 in Northern Ireland) under a contract of **employment** that does not have a fixed or implied **end date**. **You** must be receiving a **salary** or wages and be paying the appropriate class of Pay Related Social Contributions in the Republic of Ireland or National Insurance Contributions in Northern Ireland.

Incident date – the date **you** become **unemployed** or the date **your doctor** confirms **you** were first unable to work due to **accident** or **sickness** or the date **you** first became hospitalised

Insured person, insured people – the person or people who are named on the **policy schedule** and covered by the **policy**.

Net Monthly Income – **Your** monthly **salary** received in the 12 months prior to the **start date** after tax and the appropriate class of Pay Related Social Insurance Contributions in the Republic of Ireland, or National Insurance Contributions in Northern Ireland have been deducted.

Payment in Lieu of Notice – Any payment **you** receive relating to the notice period **your** employer gives **you** under the terms of **your** contract of **employment** or letter of appointment; or

Any compensation payment made for loss of office, including, but not limited to any payments made as compensation under a compromise agreement or redundancy package, whether this directly or indirectly relates to the notice period **your** employer should have given **you** under the terms of **your** contract of **employment** or letter of appointment, or not; and If it is unclear what period is covered by any of these payments, **we** will calculate the period covered by dividing the payment amount by **your** average gross weekly earnings for the 13 weeks immediately before the **incident date**.

Policy – the terms and conditions set out in this document.

Policy Schedule – the document which details the cover **we** will provide **you** under this **policy**.

Pre-existing medical condition – any **condition**, injury, illness, diseases, **sickness** or related **condition** and/or associated symptoms, whether diagnosed or not, which:

- a) **you** knew about or (ought reasonably to have known about) at the **start date**; or
- b) for which **you** sought or received advice, **treatment** or counselling from any **doctor** during the 24 months immediately before the **start date**.

Premium – means the monthly sum payable by **you** each month for insurance cover under this **policy**.

Return to work – A proportionate amount **we** will pay to **you** when **you** return to **your** usual **full-time employment**, following a valid **accident** or **sickness** or hospitalisation claim.

Salary – the amount shown on **your** payslip from **your** employer including the average of any overtime, commission and/or bonus payments **you** have received in the 12 months prior to the **incident date**, or if **self-employed**, this will mean the monthly average of **your** annual income as declared on **your** self-assessment return for the previous tax year, as confirmed by the Revenue Commissioners in the Republic of Ireland or by HM Revenue and Customs in Northern Ireland.

Self-employed, Self-employment – **you** are working for at least 18 hours per week in the Republic of Ireland (16 hours per week in Northern Ireland) and are:

- i) helping with, managing or carrying on a business and are liable to pay Class S Pay Related Social Insurance Contributions in the Republic of Ireland or tax under Schedule D case I, II, IV and V of the Income and Corporations Taxes Act 1988 in Northern Ireland;
- ii) a partner or in a partnership; or
- iii) a person who exercises direct or indirect **control** over a company.

Sickness – any illness which prevents **you** from doing **your** normal occupation (or any job which **you** are reasonably able to do, given **your** experience, education or training) and for which **you** are receiving **treatment** from a **doctor**. If **you** are **self-employed**, **you** must not be receiving any form of payment or be helping, managing or carrying on any part of the running of the business whilst **you** are claiming.

Start date – the date **we** advise **you** are accepted for cover under this **policy** as shown in **your policy schedule**.

Treatment – receiving advice or medication from, being examined or monitored by, or having consultations with a **doctor** or a **consultant**.

Unemployment, unemployed

- i) being entirely without gainful **employment** (which includes the assisting, managing and/or the carrying on of any part of the day to day running of a business); and
- ii) being available for, and actively seeking work and registered with the Department of Social Welfare.
- iii) Failure to comply with any **condition** of this **policy** may result in the suspension or the stopping of **benefit**.

We will not consider **you** as **unemployed** for any period in respect of which **you** receive **payment in lieu of notice**.

Waiting period – the number of days at the beginning of a claim which **you** must wait before **you** are eligible for any **benefit**. The **waiting period** is shown in **your policy schedule**.

We, us, our – Assurant General Insurance Limited.

You – the person(s) who have been accepted for insurance cover under this **policy**.

Your – belonging to **you**.

my broker

Exclusive to IBA members