



# Income Insurance Plan

*terms and conditions booklet*

**This product is provided by Irish Life Assurance plc.**

This is the Terms and Conditions booklet for your **Income Insurance** plan. **You should read the document carefully as it contains detailed and important information.** Please keep this document safe as you will need it again in the future.

## **Introduction**

This plan is designed to provide a monthly income if you cannot carry out your normal work as a result of an illness or injury. The cover is available (within limits) if you have an earned income to protect. We will only pay benefits after the first 13, 26 or 52 weeks of your incapacity (depending on the deferred period shown on the plan schedule).

This plan is provided by us (Irish Life Assurance plc) to you (the proposer or proposers named in the plan schedule).

The plan consists of the plan schedule, this terms and conditions booklet, and any extra rules which our head office staff may add in writing.

We have issued this plan to you on the understanding that the information given in response to our questions and any related document is true and complete and that we have been given all information as required by those questions.

Your application includes your application form (a copy of which has been sent to you) and any other medical or other questionnaires you have provided.

You must answer all of the questions in your application honestly and with reasonable care. We have relied on the information you have given us when deciding to insure you and when setting the terms and premium. Where we ask you to answer a specific

question, the subject matter of the question is material to the risk we are undertaking or the calculation of the premium or both.

This could include questions about your health, family history, lifestyle habits (such as smoking, drinking alcohol or taking illegal drugs), occupation, income, age, other financial details, hobbies or pastimes.

If any of the answers to the questions are not answered honestly and with reasonable care, we may be entitled (depending on the breach) to declare the plan void, refuse your claim, treat your insurance as if it was entered on different terms, or reduce your claim.

In any future application(s) for changes to your cover after the start date of your plan if any of the questions are not answered honestly and with reasonable care, we may be entitled (depending on the breach) to declare the plan void, refuse your claim, treat your insurance as if it was entered on different terms, or reduce your claim.

We may refuse to pay a claim even if there is no direct medical connection between the illness that caused the claim and the medical condition which was not revealed to us on the application for cover. To do this we must be able to show that the facts you did not tell us about at the time the application was completed would have affected our original decision to provide the cover.

We will rely on what you have told us and you must not assume that we have automatically confirmed with your own GP or any doctor any information you have provided.

This plan is a protection plan only. You cannot cash it in at any time. If you stop making payments, all benefits will end, and we will not refund any payments. The benefits we will provide under this plan are shown in the plan schedule. If a benefit is not mentioned in the plan schedule, we do not provide that benefit.

If you are making a claim under this plan, please contact our head office at:

Irish Life Assurance plc.  
Irish Life Centre  
Lower Abbey Street  
Dublin 1.

We will pay claims only from the assets we hold to make payments due to customers. All payments you make and benefits we pay under this plan will normally be in the currency of Ireland.

In legal disputes, Irish law will apply.

In the event of extraordinary circumstances beyond our control including, without limitation, act of civil or military authority; sabotage; crime; terrorist attack; war or other government action; civil disturbance or riot; strike or other industrial dispute; an act of god; national emergency; epidemic; flood, earthquake, fire or other catastrophe, we may be directly or indirectly prevented from fulfilling our obligations under or pursuant to this plan or from doing so in a timely manner. If this happens, we are not liable for any loss, damage or inconvenience caused.

You will find more detailed information on all these matters in the relevant sections of this Terms and Conditions booklet.

## How does the plan work?

You choose the amount of cover you want, within limits, and make the payments to us as set out in the plan schedule. If you cannot work for more than 13, 26 or 52 weeks as a result of illness or injury, we will pay the appropriate benefit. Under current law, any benefit we pay is treated as income and so will be taxed as income.

## Cooling-off period

If, after taking out this plan, you feel it is not suitable, you may cancel it by writing to us at:

Irish Life Assurance plc.  
Irish Life Centre  
Lower Abbey Street  
Dublin 1.

If you do this within 30 days from the date we send you your plan (or a copy), we will refund any payments you have made. We strongly recommend that you consult your Financial Adviser before you cancel your plan.

## Complaints

We will do our best to sort out any complaints fairly and quickly through our internal complaints procedure. If you are not satisfied after complaining to us, you can take your complaints to the Financial Services and Pensions Ombudsman. This does not affect your right to take legal action. You can get more information from:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2.  
D02 VH29  
Tel: (01) 567 7000  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

## Writing to us

If you need to write to us about this plan, please write to:

Irish Life Assurance plc.  
Irish Life Centre  
Lower Abbey Street  
Dublin 1.

## **Contents:**

### Section 1

#### **Definitions**

*This section defines some of the important words we have used in this plan booklet*

### Section 2

#### **Legal basis of cover**

*This section explains the legal basis on which cover is given.*

### Section 3

#### **Making payments**

*This section explains your obligation to make payments and what happens if payments fall behind.*

### Section 4

#### **Your cover**

*This section explains the benefits you have under the plan.*

### Section 5

#### **Limits to the amount we will pay**

*This section explains the limits we place on the maximum amount of benefit we will pay if you make a claim.*

### Section 6

#### **Increase in benefit during a claim**

*This section explains how, for an extra charge, you can get some protection against inflation if you need to make a claim.*

### Section 7

## **Change of employment status**

*This section explains your obligations if you become unemployed.*

### Section 8

## **Exclusions and where you live**

*This section explains the circumstances in which we will not pay benefits.*

### Section 9

## **Plan payments**

*This section explains the circumstances under which the payments you are making may change.*

### Section 10

## **Claims**

*This section explains how to make a claim and how we will assess your claim. It also sets out when you must tell us about a claim. If you do not give us enough notice, we will not pay benefit for the full length of a claim.*

### Section 11

## **Tax**

*This section explains what will happen if there is any change in Irish tax law.*

### Section 12

## **Other information**

*This section provides other information you need to know.*

# Section 1

## Definitions

*This section defines some of the important words we have used in this plan booklet.*

### **Benefit or benefits**

The benefit shown in the plan schedule under the heading 'Your protection benefits'.

### **Deferred period**

There is an interval between the date each period of incapacity begins and the beginning of the period for which we will pay incapacity benefit. This interval is called the deferred period and is for either 13, 26 or 52 weeks in a row (see your plan schedule).

### **Earnings**

If you are an employed person - your salary or wage before deductions for PAYE assessment purposes. This includes overtime and regular bonuses for the 12 months up to and ending at the start of the deferred period.

If you are self-employed - the average net profit (actual profit less allowable expenses) earned each year after deductions based on the accounts for your business for three years (or less if you have not been in business for at least three years). This period ends on your most recent accounting date before the start of the deferred period. The profit we use to work out your earnings is the profit before any adjustments necessary for tax purposes. If your accounts are prepared for a period of more than or less than one

year, we will take account of this. If there are items included in your accounts which do not relate to your occupation, we will ignore them.

### **Expiry age**

The age shown in the plan schedule. All cover and incapacity benefit, if we are paying it, ends at this age.

### **Expiry date**

The date shown in the plan schedule. All cover and incapacity benefit, if we are paying it, ends on this date.

### **Incapacity**

Incapacity means that you are totally unable to carry out the main duties of your normal occupation at the time of incapacity. You must also not be following any other occupation. This incapacity must arise as a result of illness or injury and must be confirmed by our chief medical officer. Your main duties are those you normally need to carry out in your job and which you cannot reasonably leave out or alter.

### **Incapacity benefit**

The amount shown in the plan schedule.

### **Increase date**

If you have chosen to accept the indexation option, this is each anniversary of the start date shown in the plan schedule. On this day each year we will increase your benefit. Your payment will also increase (see section 4.4).

If you have chosen the top-up option, this is the third anniversary of your plan and every third anniversary thereafter until the fifteenth anniversary of the start date of your plan (see section 4.5).

### **Life covered**

The person named in the plan schedule as the life covered. The plan benefits depend on the life of this person.

### **Month**

A calendar month.

### **Payment**

This is:

- your 'total payment' as shown in the plan schedule under the heading 'your payment details'; or
- the amount we tell you when we reinstate cover under section 3.4.

or

- a different amount (which we will tell you) if we or you make any amendment to your plan details.

### **Payment review date**

This is the 5th anniversary of the start date shown in the plan schedule and every five years thereafter. On these dates we may review your plan to see if the payments you are making are enough for the cover you have chosen (see section 9.1).

### **Plan schedule**

This is part of your contract. It sets out the specific details of your plan such as:

- the start date;
- the life covered;
- the benefits;
- the deferred period;
- the expiry age and date; and
- any special conditions you have agreed with us.

### **Start date**

The start date shown in the plan schedule. Cover will start on this date.

### **We, us, our**

Irish Life Assurance plc.

### **You, your**

The person named as the life covered in the plan schedule who is responsible for making the payment and who is legally entitled to the plan benefits.

## Section 2

### Legal basis of cover

*This section explains the legal basis on which cover is given*

**2.1** We have issued this plan to you on the understanding that the information given in your application in response to our questions and any related document is true and complete and that we have been given all information as required by those questions. If this is not the case we will be entitled to take the actions described below, depending on the nature of your breach.

Your application includes your application form, any medical questionnaires, or any other information provided in response to questions before entering this plan.

You must answer all of the questions in your application honestly and with reasonable care. We have relied on the information you have given us when deciding to insure you and when setting the terms and premium. Where we ask you to answer a specific question, the subject matter of the question is material to the risk we are undertaking or the calculation of the premium or both.

If you have answered our questions honestly and with reasonable care, but if your answer includes a negligent misrepresentation (that is, not innocent or fraudulent), we are entitled to take the following actions:

(a) If, being aware of the full facts, we would not have entered the plan on any terms, this plan will be treated as void from the start of cover and we will refuse all claims, but return your premium;

(b) If, being aware of the full facts, we would have entered the plan on different terms, the plan will be treated as if it had been entered into on those different terms;

(c) If, being aware of the full facts, we would have charged a higher premium for the plan, we can reduce your claim proportionately.

If your answers to our questions are false or misleading in any material respect, and you know that they are false or misleading or consciously disregard if they are false or misleading (a “fraudulent misrepresentation”) or any of your conduct involved fraud, this plan will be treated as void from the start of your policy. If this happens, you will lose all your rights under the plan, we will not pay any claim and we will not return any payments.

**2.2** If your cover ends but is reinstated under section 3.4, we will reinstate it on the understanding that the information given in the evidence of health form in response to our questions and any related document is true and complete and that all information has been provided as required by those questions.

If this is not the case, we will be entitled to take the actions described below, depending on the nature of your breach.

You must answer all of the questions in your reinstatement application [and evidence of health form] honestly and with reasonable care. We will rely on the information you provide when deciding to reinstate your cover and when setting the terms and premium. Where we ask you to answer a specific question,

the subject matter of the question is material to the risk we are undertaking or the calculation of the premium or both.

If you have answered our questions honestly and with reasonable care, but if your answer includes a negligent misrepresentation (that is, not innocent or fraudulent), we are entitled to take the following actions:

- (a) If, being aware of the full facts, we would not have entered the plan on any terms, this plan will be treated as void from the start of cover and we will refuse all claims, but return your premium;
- (b) If, being aware of the full facts, we would have entered the plan on different terms, the plan will be treated as if it had been entered into on those different terms;
- (c) If, being aware of the full facts, we would have charged a higher premium for the plan, we can reduce your claim proportionately.

If your answers to our questions are false or misleading in any material respect, and you know that they are false or misleading or consciously disregard if they are false or misleading (a “fraudulent misrepresentation”) or any of your conduct involved fraud, this plan will be treated as void from the start of your policy. If this happens, you will no longer be covered, we will not pay any claim and we will not return any payments.

## Section 3

### Making payments

*This section explains your obligation to make payments and what happens if payments fall behind.*

- 3.1** Although each payment is due on the payment dates shown in the schedule, we give you 30 days to make the payment. If you make the payment every month, we give you 10 days to make the payment. (The time allowed is known as a ‘period of grace’.)
- 3.2** If you have not made a payment by the end of the period of grace, your cover under the plan will end immediately. We do not treat a payment as being made until we have received it. It is up to you to make sure that we receive your payment. We are entitled to pass on to you any charge which we have to pay because all or part of your payment (for example, a direct debit) is not paid.
- 3.3** If your plan ends as described in section 3.2, you can restore your cover within 90 days from the date the first missed payment became due. You must make all the payments, which would have been due if your cover had not ended.  
  
You will not be entitled to incapacity benefit if a deferred period starts between the end of the period of grace and the date we receive all the payments you missed.
- 3.4** If, within 180 days of the first unpaid payment being due, you ask us to restore cover, you must fill in an evidence of health and occupation form and make all the payments which you would have made if cover had not ended. If the information on the evidence of health and occupation form shows that your health or occupation is now different to that declared on the application

form, we may refuse to restore cover. We may restore the cover but:

- reduce the expiry age;
- increase your payment; or
- add exclusions or other conditions.

Or, we may restore the cover without making any changes.

If we decide to restore cover, we will ask you to start making payments again. You will not be entitled to incapacity benefit if a deferred period starts between:

- the end of the period of grace; and
- the date on which we receive all unpaid payments, following our agreement to restore cover.

If we accept a payment (or part of a payment) which is no longer due, this does not mean that we are providing cover. We will refund the amount we receive as soon as we discover the mistake.

## Section 4

### Your cover

*This section explains the benefits you have under the plan.*

**4.1** If we accept a claim for incapacity benefit, we will pay you the incapacity benefit set out in the plan schedule, plus the amount (if any) by which we have increased it under the indexation option and or top-up option. The amount we pay will depend on any limitations placed on us as set out in section 5. We will do this for any continuous period of incapacity, which lasts longer than the deferred period. In other words, we will not pay benefit for the deferred period (13, 26 or 52 weeks as shown in the plan schedule). We will divide the incapacity benefit by 12 and pay it every calendar month for the month just passed.

**4.2** If we do pay a claim, incapacity benefit will end:

- on the expiry date set out in the plan schedule;
- when you die;
- when you return to work;
- if our chief medical officer decides that your incapacity has ended; or
- if you go back to your normal occupation or take up another occupation and fail to tell us immediately about this;

whichever is earliest.

**4.3** While we are paying you incapacity benefit, we will make the payments for this plan. If we stop paying incapacity benefit, you must start making your payments again.

#### 4.4 Indexation option

- a. Before the first anniversary of your plan and again before the second anniversary, we will offer you the opportunity to increase the amount of your incapacity benefit. The increase will apply from the increase date (see the definitions section). The increase we offer will be 5% each year or the rate of increase in the Consumer Price Index if higher. You do not need to give evidence of health for these increases. In accepting these increases you should check that your incapacity benefit in any year, compared to your earnings, is not more than the maximum we will pay as set out in section 5.
- b. Your payment will increase to reflect the increase in incapacity benefit and your age. This increase in payment is likely to be higher than the percentage increase in incapacity benefit. We will tell you about the increase to your payment when we offer you the chance to increase your incapacity benefit.
- c. If you want to cancel an increase in incapacity benefit, you must write and tell us before the increase date. If you do not cancel an increase in incapacity benefit, your increased payment will be due from the increase date.
- d. If you do not cancel an increase in incapacity benefit, we will offer to increase your incapacity benefit in the next year. Each increase will apply from the increase date.
- e. If you cancel an increase, we will not offer you any further increases. You can ask to have indexation added to your plan again at a future date but you will have to provide full evidence of your health.
- f. The indexation option will end on the increase date immediately before your plan is due to end.

- g. The indexation option will end on the increase date immediately before the start of the deferred period (if we accept a claim for incapacity benefit).
- h. We can cancel the indexation option at any time if these increases cause your incapacity benefit to go over our overall maximum incapacity benefit of €250,000 a year across all income protection plans you have, or any higher amount we may decide on.

#### 4.5 Top-up Option

- a. On the third anniversary of the start date of your plan and every three years thereafter you will have the option to increase your incapacity benefit by 20% of your original benefit amount without providing any additional medical or occupational evidence.
- b. This option will end on any of the following events:
  - on the fifteenth anniversary of the start date of your plan
  - if this option is not exercised on two occasions when it is offered. If this happens it will not be offered again
  - if your plan is within five years of the plan expiry date as set out on your plan schedule
- c. You should be aware of the following conditions which apply under this option:
  - you cannot increase your incapacity benefit by more than 20% of the incapacity benefit at the start date of your plan
  - if you have reduced your incapacity benefit since the start date of your plan, the increase in incapacity benefit under this option will apply to the lower of the current benefit amount at the date the increase is to take place or the incapacity benefit at the commencement date of the plan

- the total incapacity benefit after any benefit increases must not be greater than the maximum benefit allowable under this contract. If you own more than one Income Insurance plan, this maximum applies to the sum of all benefits plus any increases over all plans
- the extra payment charged for any increase in benefit will be the same as the payment you would be charged if you were taking out a new plan for the increased amount. The extra payment payable will become guaranteed and will not change in the future
- this option cannot be applied to any previous benefit increases
- if a rating or exclusion is applied to your original plan then this same rating or exclusion will apply to any increase in benefit under this option
- If this option is chosen, we will not increase your incapacity benefit during a period of incapacity that lasts a week or more, within six months of a period of incapacity or while you are receiving any benefit under this plan.

#### 4.6 Hospitalisation benefit

- a. We will pay you hospitalisation benefit if, during a period of incapacity, you are in hospital as an inpatient for more than seven days during the deferred period. We will pay the benefit at the rate of 1/365 of the yearly amount of incapacity benefit for each complete day (24 hours) you stay in hospital.

We will start on the eighth day you are in hospital. We will not pay benefit for the first seven days.

Hospitalisation benefit ends:

- when you leave hospital;
  - on the 91st day of being in hospital;
  - at the end of the deferred period; or
  - on the expiry date set out in the plan schedule;
- whichever is earliest.

- b. We will only pay benefit for hospital stays starting after the start date and before the cover ends.
- c. A 'hospital' is an institution, in a member state of the European Union, Australia, Canada, New Zealand, Norway, South Africa, Switzerland or the USA, that has facilities for diagnosing, treating and carrying out major surgery and has accommodation for inpatients. It does not include a long-term nursing unit, a geriatric or pre-convalescent ward or an extended-care facility for convalescence, rehabilitation or other similar function.
- d. We normally pay the total benefit in one lump sum after you have left hospital. If you ask, we will make part payments when the hospital stay is likely to last longer than 21 days.
- e. All the normal plan conditions apply to hospitalisation benefit.
- f. We will not pay hospitalisation benefit if you go into hospital for:
  - treatment of a mental illness, a psychiatric disorder or alcoholism; or
  - any cosmetic surgery, unnecessary surgery, or surgery which you choose to have even though it is not essential.
- g. The exclusions in sections 8.1 and 8.2 apply to this benefit.

#### 4.7 Partial benefit

If, after a period of incapacity for which we pay incapacity benefit, you go back to your normal occupation in a limited capacity at reduced earnings or take up another occupation at reduced earnings, we may pay part of the benefit. This depends on the conditions that:

- you remain totally unable to carry out the main duties of your normal occupation in the opinion of our chief medical officer; and
- we agree beforehand.

In these circumstances, we will reduce the incapacity benefit by any earnings you receive from your new occupation. All the normal plan terms and conditions apply to this benefit.

#### 4.8 All cover under the plan will end:

- at the end of a period of grace (see section 3.1), if all or part of a payment has not been made;
  - on the expiry date shown in the plan schedule;
  - when you die;
  - if you retire and are receiving income from a pension fund; or
  - if you become unemployed (see section 7);
- whichever is earliest.

4.9 You can own more than one plan however there is a limit on the amount of benefit you can receive from all Income Insurance plans held. See section 5 for details on this. The limits set out in section 5 apply to the total benefit amount from all your Income Insurance plans if you own more than one.

**Note:** You cannot take out another Income Insurance plan during a period of incapacity that lasts a week or more, within six months of a period of incapacity or while you are receiving any benefit under your current Income Insurance plan.

## Section 5

### Limits to the amount we will pay

*This section explains the limits we place on the maximum amount of benefit we will pay if you make a claim.*

The incapacity benefit your plan provides is shown in the plan schedule. This amount plus the amount (if any) by which we have increased it under the indexation option (section 4.4) and or the top-up option (section 4.5) is the most we will pay if you make a claim.

The actual amount you will receive cannot be more than the lower of the following.

- a. Our overall maximum incapacity benefit of €250,000 a year or any higher amount we may decide to use.

And

- b. 75% of your yearly earnings less:
  - the amount of any salary, earnings, profit, reward or other earned income which you continue to receive from any source;
  - the amount of any income you receive from a pension fund;
  - the amount of any state disability or other benefit, for example, in Ireland any payments under the Social Welfare (Consolidation) Act 1993 together with any other further amendments, you are entitled to (including adult dependant allowance but not including any amounts for dependent children); and
  - the amount of any regular benefit you are receiving from any other insurance for incapacity or disability.

We will carry out this calculation from time to time during any claim. We have designed the calculation to make sure that you have enough financial incentive to return to work while we are paying incapacity benefit.

We will not refund any payments if, as a result of this condition, we pay less than the incapacity benefit shown in the plan schedule.

## Section 6

### Increase in benefit during a claim

*This section explains how, for an extra charge, you can get some protection against inflation if you need to make a claim.*

This section only applies if 'escalation of incapacity benefit in claim' is shown in your plan schedule.

If we pay a claim for incapacity benefit, we will increase the incapacity benefit amount we will pay on the first and every anniversary of the date we start paying. The amount of the increase will be:

- the yearly rate of increase in the Consumer Price Index for the last year; or
- 5%;

whichever is lower.

## Section 7

### Change of employment status

*This section explains your obligations if you become unemployed.*

Your **Income Insurance** is an income-replacement plan. So, if as an employed person, you become unemployed during the lifetime of the plan, we will cancel your cover and you should write and tell us immediately to stop collecting your payments. Or, if you are self-employed and your business stops trading or you sell your business during the lifetime of the plan, we will cancel cover from this date. If you take up another occupation within three months from the date you became unemployed or the date your business stops trading or is sold, you may be able to continue cover under the plan without having to give us evidence of health. As soon as you start another occupation, you must apply for cover again immediately. You must apply within three months of becoming unemployed to qualify under this condition.

If you become unemployed or stop being self-employed during the deferred period, cover will end immediately from this date and we will not pay a claim.

## Section 8

### Exclusions and where you live

*This section explains the circumstances in which we will not pay benefits.*

**8.1** We will not pay incapacity benefit or hospitalisation benefit if a claim arises in any of the following circumstances:

- If the claim is caused, directly or indirectly, by war, riot, revolution or a similar event.
- If the claim is caused, directly or indirectly, by you taking part in a criminal act.
- If the conditions causing the claim are self-inflicted or caused, directly or indirectly, by you taking alcohol or drugs.
- If you fail to follow reasonable medical advice in relation to the incapacity.
- If the claim is caused by you taking part in any of the following activities.
  - Abseiling
  - Bobsleighing
  - Boxing
  - Flying, taking part in any flying activity, other than as a passenger in a commercially licensed aircraft
  - Hang-gliding
  - Horse racing (but not general equestrian activities)
  - Motorcar or motorcycle racing or sports

- Mountaineering
- Mixed Martial Arts
- Parachuting
- Potholing or caving
- Powerboat racing
- Rock climbing
- Scuba diving

**8.2** We will not pay incapacity benefit or hospitalisation benefit if you become unemployed (see section 7).

**8.3** We will only pay incapacity benefit if you live in Ireland or the United Kingdom for tax purposes when a claim is made. If at the time of a claim for incapacity you are living in any Member State of the European Union, United Kingdom, Australia, Canada, New Zealand, Norway, South Africa, Switzerland or the USA, we will pay incapacity benefit for a maximum of 13 weeks. Irish Life may then insist that you return to Ireland if payment of incapacity benefit is to continue and if you fail to return to Ireland the claim will cease.

## Section 9

### Plan payments

*This section explains the circumstances under which the payments you are making may change.*

- 9.1** We offer two types of premium on this plan. You can choose to pay **Guaranteed Premiums** or **Reviewable Premiums**. The premium type chosen will be shown on your plan schedule and you cannot move to the other premium type after the start date of your plan.

#### **Guaranteed Premiums**

If you choose this premium option, your regular payments will not change during the term of your plan as long as your chosen benefits remain the same.

If you choose to increase your incapacity benefit in the future through the indexation option offered, your payment will increase solely to reflect the cost of the increased amount of cover.

If you choose to increase your incapacity benefit in the future through the top-up option offered, your payment will increase in line with the premium you would be charged if you were taking out a new plan for the increased amount.

#### **Reviewable Premiums**

Under this option your regular payments are guaranteed for the first five years. We will review your payment at the 5<sup>th</sup>

anniversary of the date your plan started and every 5 years after that. Your payment may go up or down, or remain unchanged.

Your payments are based on our expected cost of providing cover into the future. You should note that your payments are calculated to maintain your chosen level of cover until the expiry date as shown on your plan schedule. Hence they already take into account the fact that you will be getting older as the plan progresses. We would not expect your payments to increase unless the actual or expected cost of providing cover increases over the level we used to set your payments at the start of your plan.

At each review, we will consider our actual claims experience and our updated view on what we expect the cost of providing cover will be in the future. If we receive more claims than we expect or if the expected cost of providing cover increases, then payments may rise. Any change in your payments can happen only on a review date. As indicated above, the fact that you are older at a review date will not be a factor that will cause your payments to increase, unless there is another cause which has increased the expected cost of providing cover.

The expected cost of providing cover will be influenced by factors such as the cost of claims, expenses, interest rates, plan lapses and the impact of any regulatory changes. In assessing the expected cost of claims we will take into account our own experience, but also the claims experience of other companies and any relevant factors we believe may affect claim levels such as

medical developments. Payment reviews may not affect all customers in the same way, and this will depend on the factor(s) causing any change to the expected cost of providing cover. You should note that a review will not seek to recoup any past losses we might have made or redistribute past profits. The payment review will not be affected by your state of health at the review date, nor will it be affected by whether you have already claimed on this plan.

If we decide to change your payments, we will tell you if this happens and you will be given a choice. For example, in the event of your payments increasing, you can either increase your regular payments or reduce the benefit you are covered for. There is no limit to the size of any change, but we will not seek to alter your payment where the level of change indicated by the review is small.

## Section 10

### Claims

*This section explains how to make a claim and how we will assess your claim. It also sets out when you must tell us about a claim. If you do not give us enough notice, we will not pay benefit for the full length of a claim.*

- 10.1** If you think you qualify for incapacity benefit, you should write to us at least five weeks before the end of the deferred period if the deferred period is 13 weeks (and at least ten weeks before the end of the deferred period if it is 26 weeks or twenty-two weeks before the end of the deferred period if it is 52 weeks). We will ask you to fill in a claim form and have a separate claim form filled in by your own doctor or specialist. You will have to pay for this. You must send us these claim forms within two weeks of us posting them to you.

If we do not receive your claim forms within six months of the end of the deferred period, we can refuse to pay a claim for incapacity benefit altogether. If you send these forms within six months of the end of the deferred period, we can decide to only pay incapacity benefit from the date we receive the filled-in claim forms.

- 10.2** We will not start to consider any claim until we have received the following.
- A properly filled-in claim form together with a claim form filled in by your own doctor.
  - Proof (in the form of a birth certificate) of your age.

- Proof that you are entitled to claim the incapacity benefit. This could include proof that you have followed these terms and conditions and any special conditions shown in the plan schedule.
- Evidence of your earnings.

If you are an employed person, we will need:

- a copy of your P60 for the tax year immediately before the start of the deferred period; and
- a note from your employer confirming your earnings in the 12 months immediately before the start of the deferred period.

If you are self-employed, we will need copies of your accounts, tax computations and income tax assessments for the three accounting years (or any shorter period we agree to) immediately before the start of the deferred period.

You must provide and pay for any certificates, tests, information or evidence which we reasonably need to prove your claim. You must agree, as often as necessary, to attend any medical examinations, psychiatric assessment, assessment by an occupational therapist or functional capacity evaluator, or any other medical or tests, to include the taking and testing of blood, urine or other samples, which are necessary to prove the claim. If you fail to meet these requirements within a reasonable time, or if you fail to follow the advice of a registered medical practitioner, we may not pay the benefits until you, or the life assured, correct this failure. If this failure cannot be corrected, then we may refuse

to pay the claim. We may also change the benefits we will provide or end the plan altogether.

Irish Life reserves the right to refuse medical or other required claim evidence produced in any country other than Ireland or the UK.

Any claim forms, medical reports or other claim related evidence should be submitted in the English language. If this is not possible, certified English language translations (by a professional translation service) and the original documents must be provided by the claimant. Any associated costs incurred in relation the translation or verification of claim related documents will be deducted from any claim benefits payable.

We may also arrange for someone to visit you in your own home before and while we are paying incapacity benefit. We may not tell you beforehand about some visits. We may also contact you by phone.

If any of the information we have been given is not correct, true or complete, we will not pay the benefits and may also change the other benefits under the plan, or end the plan altogether.

We may require you, either before any decision is made to admit your claim or while your claim is in payment, to undergo medical rehabilitation, or while your claim is in payment, we may ask you to partake in a career change programme to rehabilitate you back into the workforce. If you refuse to comply with such a request within 3 months without reasonable cause, we reserve the right to end payments on your claim.

We will only accept your claim if we are satisfied that you are entitled to incapacity benefit and, in particular, that you meet the definition of incapacity. This means that there will be a delay between the date on which you make your claim and the date on which we might accept it. We will try to keep this delay as short as possible. We assess all claims individually to make sure they are valid. When assessing your claim we will consider the effect of your illness or injury on whether you are fit to work. Whether you have a job available will not influence our assessment.

You must let us know immediately if you go back to work or take up another occupation while you are receiving incapacity benefit. If you do not do this, we will stop paying incapacity benefit and all cover under the plan will end.

**10.3** If, following a period of incapacity for which we are paying incapacity benefit, you go back to work but are then incapacitated from the same cause within the next six calendar months, we will treat the further period of incapacity as a continuation of the original period. We will then begin to pay incapacity benefit again immediately.

**10.4** We have worked out your incapacity benefit on the basis that your date of birth is as shown on the application form. When you make a claim, we will ask you to provide proof of your date of birth. If your date of birth on the application form is not correct, and you are older than shown, we will work out the incapacity benefit again in line with the correct date of birth.

## Section 11

### Tax

*This section explains what will happen if there is any change in Irish tax law.*

Any taxes or levies imposed by the government will be deducted by Irish Life and passed directly to the Revenue Commissioners. A government levy is charged on payments that you make under this plan (as at November 2022).

We will deal with this plan in line with the requirements of the Revenue Commissioners. If Irish tax laws or any other relevant laws change after the start date, we will change the terms and conditions of the plan if this is necessary to keep the plan in line with those changes. We will write and tell you about any alterations in the terms and conditions. Under current law we have to take tax from all incapacity benefit and hospitalisation benefit payments.

We recommend you seek independent tax advice in respect of your own specific circumstances.

## Section 12

### Other information

This section provides other information you need to know.

- 12.1** This plan does not have any cash-in value.
- 12.2** This plan is governed by the law of Ireland, and the Irish courts are the only courts which are entitled to hear any disputes.
- 12.3** If any court or any other relevant authority deem any provision (or part of a provision) of these conditions invalid, illegal or unenforceable then this provision will not form part of this contract. The other provisions of the contract will not be affected by this decision.
- 12.4** You cannot transfer (assign) the benefit of this plan to someone else.
- This plan is a Permanent Health Insurance contract approved under Section 125 of the Taxes Consolidation Act 1997.





## Contact us

Phone: 01 704 20 00

Fax: 01 704 19 00

e-mail: [customerservice@irishlife.ie](mailto:customerservice@irishlife.ie)

Website: [www.irishlife.ie](http://www.irishlife.ie)

Write to: Irish Life Assurance plc, Irish Life Centre, Lower Abbey Street, Dublin 1.

In the interest of customer service we will record and monitor calls.

Irish Life Assurance plc, Registered in Ireland number 152576, Vat number 9F55923G.

Irish Life Assurance plc is regulated by the Central Bank of Ireland.