

LIFESTYLE PROTECTOR PLAN

Policy document



HIVE
Insurance Services

www.hiveinsure.ie

LIFESTYLE PROTECTOR PLAN

The benefits you are entitled to will be detailed on your schedule.

1 INTRODUCTION

This policy document in connection with **your schedule** proves that **you** have chosen protection under the Hive Insurance Services Lifestyle Protector Plan and that **you** will be protected by it provided the relevant insurance **premium(s)** are paid and **you** meet the eligibility criteria.

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

Please note also that **we**, **us** or **our** refers to the Insurer who is AmTrust International Underwriters DAC (Company Registration No 169384), whose registered address is at 6-8 College Green, Temple Bar, Dublin, D02 VP48, Ireland and **you** or **your** refers to the person(s) named in the **schedule** being the person(s) who will benefit from the protection provided by the policy.

The policy shows details of the benefits provided for **you** if **you** suffer from an **accident**, **sickness** or **serious illness** or become **hospitalised** or die.

Section 3 explains the benefits of the policy, together with circumstances when **you** cannot claim.

CUSTOMERS WITH ADDITIONAL REQUIREMENTS

In order to make **our** documentation accessible to all, **we** are able to provide upon request audiotapes, large print documentation and Braille documentation. Please advise **us** if **you** require any of these services so that **we** can communicate in an appropriate manner.

Please note

- ▶ **You** should make sure the information **you** supplied in connection with this policy is correct to the best of **your** knowledge and belief
- ▶ **You** should keep a record of all information supplied to both **us** and/or Hive Insurance Services for the purpose of taking out this policy. A copy of any such information will be supplied by Hive Insurance Services on request
- ▶ If **you** make any claim, which **we** can prove to be fraudulent, unfounded or exaggerated, all benefits under this policy will be lost and **we** will seek to recover any benefits paid under a claim
- ▶ **We** may, and **you** agree that **we** may, use video surveillance to investigate any claim that **we** have good reason to believe may be fraudulent.

2 ELIGIBILITY REQUIREMENTS

You can take out this policy if on the **commencement date**:

- ▶ **you** have not applied for a medically underwritten life, critical illness or income protection policy in the past twelve months and been declined; and
- ▶ **you** are aged 18 years old or over and under 56; and
- ▶ **you** are **resident** in the Republic of Ireland; and
- ▶ **you** are **actively at work** being:
 - **employed** for a minimum of 20 hours a week (not medically certified as unfit for **work**); or
 - **self-employed** (not medically certified as unfit for **work**).

Important

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

If at any time during the term of the policy **your** circumstances change, **you** should contact Hive Insurance Services immediately. For example, a change in:

- ▶ **your employment status**, for example
 - **working** less than 20 hours a week, if **you** are **employed**
 - being out of **work** for more than 90 days,
 - retirement; or
- ▶ **your occupation**; or
- ▶ **your salary**; or
- ▶ **your residency**,

may affect **your** entitlement to claim under this policy.

CHANGE IN RESIDENCY

No benefit will be paid while **you** are outside the Republic of Ireland for a period intended by **you** to be more than 90 days in total over a 12 month period, or if **you** cease to be **resident** in the Republic of Ireland.

3 BENEFITS AND EXCLUSIONS

3.1 LOSS OF INCOME DUE TO ACCIDENT OR SICKNESS

When can you claim for loss of income due to accident or sickness benefit?

If **you** are unable to **work** because of an **accident** or **sickness** for more than **your** chosen **deferred period**, **we** will pay 1/30th of **your monthly benefit** for each subsequent day of **accident** or **sickness**. The amount **you** can select as **your monthly benefit** is a maximum of 60% of **your** gross monthly income (if **you** are **employed**) or a maximum of 60% of **your** taxable monthly income (if **you** are **self-employed**). **We** will continue to pay 1/30th of **your monthly benefit** in respect of each day, **you** are

continuously unable to **work** because of an **accident** or **sickness** until the first of the following occur:

- › **You** cease to be unable to **work** due to an **accident** or **sickness**
- › **You** fail to provide **us** with proof of an **accident** or **sickness**
- › **We** have paid the maximum of 12 **monthly benefits** for any one event of **accident** or **sickness**
- › **We** have paid the maximum of 36 **monthly benefits** for all **accident** or **sickness** claimed under this policy
- › **You** leave the Republic of Ireland to seek treatment and do not submit the required claims evidence in English from **your doctor**
- › The policy **end date**.

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

Periods of loss of income due to **accident** or **sickness** separated by less than 90 days will be treated as one continuous period of **accident** or **sickness** if it is caused by the same condition. For periods of **accident** or **sickness** separated by more than 90 days, or where **you** wish to make a claim for a loss of income due to a different **accident** or **sickness**, **you** must return to **work** for a continuous period of 90 days from the end of the prior claim before **you** are entitled to make another claim for loss of income. If **we** have paid the maximum of 12 **monthly benefits**, **you** cannot make a loss of income claim for that same **accident** or **sickness** again under this policy.

When can you not claim for loss of income due to accident or sickness benefit?

We will not pay any loss of income benefits if **your accident** or **sickness** results directly or indirectly from:

- › any **pre-existing medical condition**, unless **you** have been free from symptoms and not received treatment, medication, diagnostic tests or advice for the condition for at least two years preceding the **incident date**. If claiming for such a condition, **we** will require written confirmation from **your doctor** confirming that **you** have been symptom free and have not received treatment, medication, diagnostic tests or advice for the condition that two year period. N.B. The medical records showing **your** medical history relevant to the condition **you** are claiming for and any associated conditions must be available to **us** in English for review. **We** will be unable to accept a claim where the necessary medical records are not available to **us**.
- › any **chronic condition** which is existing or which **you** knew about at the **commencement date**, were living with or of which **you** were exhibiting the symptoms whether specifically diagnosed or not or for which **you** were receiving medical treatment or advice during the five years preceding the **commencement date**. N.B. The medical records showing **your** medical history relevant to the condition **you** are claiming for and any associated conditions must be available to **us** in English for review. **We** will be unable to accept a claim where the necessary medical records are not

available to **us**.

- › **normal pregnancy/childbirth related conditions**, except where an appropriate medical specialist confirms a **specified complication of pregnancy** before the age of 45. Pre-eclampsia is not covered. Please note, **we** may refer **you** to a **doctor** or Consultant who specialises in obstetrics for an opinion of whether the condition is a **specified complication of pregnancy**. **We** will consider this opinion to be final. For **sickness** claims only, **you** will not be able to claim during a **confinement period**.
- › cosmetic surgical procedures or surgical procedures which are not medically required
- › any disease or disorder of, or any injury to, the spine, its intervertebral discs, joints, nerve roots, spinal cord or supporting musculature and ligaments and any neurological complications, except where an appropriate medical specialist confirms an acute spinal fracture, spinal cord compression, spinal stenosis, spinal infection or spinal tumor and where imaging evidence is available if relevant
- › stress, anxiety, depression or any emotional disorder, unless a **doctor** has diagnosed psychosis or an organic brain disorder and has referred **you** to an appropriate specialist who confirms that diagnosis
- › deliberate actions by **you**, such as criminal acts or misadventure
- › war, riot, or civil commotion
- › ionising radiations or radioactive contamination from nuclear waste produced by the combustion of nuclear fuel
- › the radioactive, toxic, explosive or other hazardous properties of any nuclear device or component earthquake
- › the taking of alcohol or drugs, unless under the specific direction of a **doctor** and not for the treatment of drug addiction
- › travel to any territories whose Security Status, as advised by the Department of Foreign Affairs' (DFA) Travel Advice service, is 'Avoid Non-Essential Travel' or 'Do Not Travel!', as shown in the DFA's web site, www.dfa.ie, on **your** date of departure from the Republic of Ireland.

We will not pay any **sickness** benefits if **your sickness** occurs within 90 days of the **commencement date** or if **you** are unable to evidence medical history relevant to the claim and associated conditions in English from **your doctor**.

Following the initial 90 days, any claim for **sickness** will be subject to **your** selected **deferred period**.

N.B. The medical records showing **your** medical history relevant to the condition **you** are claiming for and any associated conditions must be available to **us** in English for review. **We** will be unable to accept a claim where the necessary medical records are not available to **us**.

When paying a claim, **we** will consider the first day of **accident** or **sickness** as the day that **you** visit a **doctor** and the **doctor** confirms that **you** are not able to work. No benefit will be paid for the period prior to visiting a **doctor**. **We** will only pay a **sickness** benefit if **you** remain under the care of a **doctor** for the

duration of the claim. Additionally, **we** will only pay an **accident** or **sickness** benefit if **you** follow the advice given to **you** by **your doctor**.

If **you** leave the Republic of Ireland to seek medical treatment during **your** claim, and **you** are seen by a medical professional who is not registered with the Irish Medical Organisation, then **you** must within 30 days of returning to the Republic of Ireland seek confirmation of **your** eligibility to claim from a **doctor** who meets the definition in section 9. **You** must submit evidence in English from this **doctor** confirming the assessment made by the medical professional(s) who **you** saw while **you** were abroad. In this case, **we** may consider the first day of **accident** or **sickness** as prior to the day that **you** first visited a **doctor**. **We** are unable to pay any claim benefit for periods of time when **you** are not receiving medical treatment in the Republic of Ireland, unless **we** receive this confirmation.

If **you** intend to leave the Republic of Ireland to seek medical treatment during **your** claim, please contact Davies Ireland using the contact details in section 5 before **you** travel, in order to discuss **your** eligibility to claim.

3.2 SERIOUS ILLNESS BENEFIT

When can you claim for a serious illness benefit?

If **you** are unable to **work** because of an **accident** or **sickness** for more than **your** chosen **deferred period**, and **your** loss of income due to **accident** or **sickness** is due to one of the following six specified conditions, **we** will pay a lump sum of 12 times **your monthly benefit**. In addition, **you** will still be entitled to claim **your monthly benefit** for loss of income.

Cancer – excluding less advanced cases

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes:

- › Leukaemia
- › Sarcoma
- › Lymphoma (except cutaneous lymphoma – lymphoma confined to the skin).
- › Pseudomyxoma peritonei
- › Merkel cell cancer.

The following are not covered:

- › All cancers which are histologically classified as any of the following:
 - pre-malignant;
 - non-invasive;
 - cancer in situ;
 - having borderline malignancy; or
 - having low malignant potential;
- › Malignant melanoma skin cancer that is confined to the epidermis (outer layer of skin)
- › Any non-melanoma skin cancer (including cutaneous lymphoma) that has not spread to lymph nodes or metastasised to distant organs
- › All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above, or having progressed to at least TNM classification T2bN0M0

Cardiac arrest – with insertion of a defibrillator

Sudden loss of heart function with interruption of blood circulation around the body resulting in unconsciousness and either of the following devices being surgically implanted:

- › implantable cardioverter-defibrillator (ICD); or
- › cardiac resynchronisation therapy with defibrillator (CRT-D)

Stroke – resulting in specified symptoms

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in either:

- › permanent neurological deficit with persisting clinical symptoms; or
- › definite evidence of death of tissue or haemorrhage on a brain scan; and
- › neurological deficit with persistent clinical symptoms lasting at least 24 hours.

The following are not covered:

- › transient ischaemic attack
- › death of tissue of the optic nerve or retina/eye stroke.

Loss of independent existence

Inability to do at least three of the six tasks listed below without the help or supervision of another person, even with the use of special equipment routinely available to help and having taken any prescribed medication.

The tasks are:

- › Dressing or undressing – the ability to put on, take off, secure and unfasten all garments.
- › Washing and bathing – the ability to wash in the bath or to take a shower (including getting in and out of the bath or shower) or wash by other means.
- › Eating – the ability to feed oneself once food has been prepared and made available.
- › Walking – the ability to walk more than 200 metres on a level surface.
- › Climbing – the ability to climb up a flight of 12 stairs and down again without holding onto a rail or resting.
- › Writing – the manual dexterity to write legibly using a pen or pencil, or type using a personal computer keyboard.

We must receive satisfactory evidence of **your** loss of independent existence. For example **we** may ask for a specialist medical report. **We** will pay for the cost of all medical reports and other evidence **we** ask for in the Republic of Ireland. **We** will not pay or reimburse **you** for any evidence supplied by **you**.

Dementia including Alzheimer's disease – resulting in permanent symptoms

A definite diagnosis of dementia, including Alzheimer's disease, by a consultant neurologist, psychiatrist or geriatrician. There must be permanent clinical loss of the ability to do all of the following:

- › remember
- › reason; and
- › perceive, understand, express and give effect to ideas

Aorta graft surgery – for disease and trauma

The undergoing of, or inclusion on the HSE waiting list for, surgery to the aorta with excision and surgical replacement of a portion of the affected aorta with a graft. The term aorta includes the thoracic and abdominal aorta but not its branches.

The following are not covered:

- › any other surgical procedure, for example, the insertion of stents or endovascular repair

Please note that in order to claim for a serious illness benefit, **we** will require unequivocal written confirmation from **your doctor** that **your** condition constitutes one of the six specified conditions described.

The maximum number of times **you** can claim for a serious illness under this policy is once.

When can you not claim for a serious illness benefit?

We will not pay any serious illness benefit if **your** specified condition results directly or indirectly from:

- › any **pre-existing medical condition**, unless **you** have been free from symptoms and not received treatment, medication, diagnostic tests or advice for the condition for at least two years preceding the incident date. If claiming for such a condition, **we** will require written confirmation from **your doctor** confirming that **you** have been symptom free and have not received treatment, medication, diagnostic tests or advice for the condition that two year period. N.B. The medical records showing **your** medical history relevant to the condition **you** are claiming for and any associated conditions must be available to **us** in English for review. **We** will be unable to accept a claim where the necessary medical records are not available to **us**.
- › any **chronic condition** which is existing or which **you** knew about at the **commencement date**, were living with or of which **you** were exhibiting the symptoms whether specifically diagnosed or not or for which **you** were receiving medical treatment or advice during the five years preceding the **commencement date**. N.B. The medical records showing **your** medical history relevant to the condition **you** are claiming for and any associated conditions must be available to **us** in English for review. **We** will be unable to accept a claim where the necessary medical records are not available to **us**.
- › **We** will not pay any serious illness benefits if **your** condition occurs within 90 days of the **commencement date** or if **you** are unable to evidence medical history relevant to the claim and associated conditions in English from **your doctor**.

N.B. The medical records showing **your** medical history relevant to the condition **you** are claiming for and any associated conditions must be available to **us** in English for review. **We** will be unable to accept a claim where the necessary medical records are not available to **us**.

3.3 HOSPITALISATION BENEFIT

When can you claim for hospitalisation benefit?

If **you** are **hospitalised** for more than 48 hours, **we** will pay **you** a benefit of 10% of **your** chosen **monthly benefit** for each

subsequent 24 hours thereafter that **you** remain in **hospital** for up to a maximum of 30 such payments in a 12-month period. In addition, **you** will still be entitled to claim **your monthly benefit** for loss of income.

Periods of **hospitalisation** separated by less than 90 days will be treated as part of the same **hospitalisation** claim if it is caused by the same **accident** or **sickness**. For periods of **hospitalisation** separated by more than 90 days, or where **you** wish to make a claim for a **hospitalisation** with a different cause, **you** must return to **work** for a continuous period of 90 days from the end of the prior claim before **you** are entitled to make another claim for **hospitalisation**. If **we** have paid the maximum of 30 daily benefits in a 12-month period, **you** cannot make a **hospitalisation** claim for that same condition again under this policy.

When can you not claim for hospitalisation benefit?

We will not pay any **hospitalisation** benefits if **your hospitalisation** results directly or indirectly from:

- › any **pre-existing medical condition**, unless **you** have been free from symptoms and not received treatment, medication, diagnostic tests or advice for the condition for at least two years preceding the **incident date**. If claiming for such a condition, **we** will require written confirmation from **your doctor** confirming that **you** have been symptom free and have not received treatment, medication, diagnostic tests or advice for the condition that two year period. N.B. The medical records showing **your** medical history relevant to the condition **you** are claiming for and any associated conditions must be available to **us** in English for review. **We** will be unable to accept a claim where the necessary medical records are not available to **us**.
- › any **chronic condition** which is existing or which **you** knew about at the **commencement date**, were living with or of which **you** were exhibiting the symptoms whether specifically diagnosed or not or for which **you** were receiving medical treatment or advice during the five years preceding the **commencement date**. N.B. The medical records showing **your** medical history relevant to the condition **you** are claiming for and any associated conditions must be available to **us** in English for review. **We** will be unable to accept a claim where the necessary medical records are not available to **us**.
- › **normal pregnancy/childbirth related conditions**, except where an appropriate medical specialist confirms a **specified complication of pregnancy** before the age of 45. Pre-eclampsia is not covered. Please note, **we** may refer **you** to a **doctor** or Consultant who specialises in obstetrics for an opinion of whether the condition is a **specified complication of pregnancy**. **We** will consider this opinion to be final. For **hospitalisation** claims for **sickness** only, **you** will not be able to claim during a **confinement period**.
- › cosmetic surgical procedures or surgical procedures which are not medically required
- › any disease or disorder of, or any injury to, the spine, its intervertebral discs, joints, nerve roots, spinal cord or supporting musculature and ligaments and any neurological complications, except where an

appropriate medical specialist confirms an acute spinal fracture, spinal cord compression, spinal stenosis, spinal infection or spinal tumor and where imaging evidence is available if relevant

- › stress, anxiety, depression or any emotional disorder, unless a **doctor** has diagnosed psychosis or an organic brain disorder and has referred **you** to an appropriate specialist who confirms that diagnosis
- › deliberate actions by **you**, such as criminal acts or misadventure
- › war, riot, or civil commotion
- › ionising radiations or radioactive contamination from nuclear waste produced by the combustion of nuclear fuel
- › the radioactive, toxic, explosive or other hazardous properties of any nuclear device or component earthquake
- › the taking of alcohol or drugs, unless under the specific direction of a **doctor** and not for the treatment of drug addiction
- › travel to any territories whose Security Status, as advised by the Department of Foreign Affairs' (DFA) Travel Advice service, is 'Avoid Non-Essential Travel' or 'Do Not Travel', as shown in the DFA's web site, www.dfa.ie, on **your** date of departure from the Republic of Ireland.
- › **sickness** that occurs within 90 days of the **commencement date** (however **accident** related claims are covered immediately).

We will not pay any benefits for **hospitalisation** due to **sickness** if **your sickness** occurs within 90 days of the **commencement date** or if **you** are unable to evidence medical history relevant to the claim and associated conditions in English from **your doctor**.

N.B. The medical records showing **your** medical history relevant to the condition **you** are claiming for and any associated conditions must be available to **us** in English for review. **We** will be unable to accept a claim where the necessary medical records are not available to **us**.

3.4 DEATH BENEFITS

When can you claim for death benefit?

We will pay a lump sum benefit of €25,000 to **your** estate if an **accident** causes **your** death.

When can you not claim death benefit?

We will not pay any death benefit if:

- › **your** death is as a result of:
 - deliberate action by **you**, for example suicide, a criminal act, misadventure
 - **you** taking alcohol or drugs, unless under the specific direction of a **doctor** and in that case not for the treatment of drug addiction
 - an **accident** which happens before the **commencement date**
 - anything which is not an **accident**, for example an illness
- › **you** have already received a **terminal illness** benefit
- › **you** die during travel to a country or area within a country where the Department of Foreign Affairs advises against all travel. To check this online, go to: www.ireland.ie/en/dfa/overseas-travel/advice/

The maximum number of times **you** can claim for any death benefit under this policy is once. After **we** have paid a death benefit, this policy will automatically terminate.

3.5 TERMINAL ILLNESS

If **you** are advised by **your doctor** that **you** have a **terminal illness** that meets the definition in section 9, subject to the terms of the policy, **we** will pay a lump sum benefit of €25,000.

When can you not claim terminal illness benefit?

We will not pay any **terminal illness** benefit if **your terminal illness** is as a result of:

- › natural causes or **sickness** in the first 365 days following the **commencement date**
- › any **pre-existing medical condition**, unless **you** have been free from symptoms and not received treatment, medication, diagnostic tests or advice for the condition for at least two years preceding the **incident date**. If claiming for such a condition, **we** will require written confirmation from **your doctor** confirming that **you** have been symptom free and have not received treatment, medication, diagnostic tests or advice for the condition that two year period.
- › any **chronic condition** which is existing or which **you** knew about at the **commencement date**, were living with or of which **you** were exhibiting the symptoms whether specifically diagnosed or not or for which **you** were receiving medical treatment or advice during the five years preceding the **commencement date**
- › deliberate actions by **you**, such as suicide, criminal acts or misadventure
- › the taking of alcohol or drugs, unless under the specific direction of a **doctor** and in that case not for the treatment of drug addiction
- › travel to a country or area within a country where the Department of Foreign Affairs advise against all travel. www.ireland.ie/en/dfa/overseas-travel/advice/

Please note that in order to claim for **terminal illness** benefit, **we** will require unequivocal written confirmation from **your doctor** that **your** condition constitutes a terminal illness as defined in section 9.

The maximum number of times **you** can claim for **terminal illness** under this policy is once. After **we** have paid a **terminal illness** benefit, this policy will automatically terminate.

4 WHEN YOUR PROTECTION STARTS AND ENDS

Your contract with **us** starts from the date confirmed on **your schedule** and ends on the earliest of the following:

- › The date of **your** death
- › **Your** 60th birthday, or the date **you** retire, whichever is the sooner
- › The date **you** fail to pay **your premium** when due
- › The date **you** cease to be a **resident** of the Republic of Ireland
- › The date when **we** have paid 36 **monthly benefits** for loss of income in respect of all **accident** or **sickness**

claimed under this policy

- › The date when **we** have paid a claim for death or **terminal illness** under this policy.
- › The date **your** policy is cancelled by **you** or terminated by **us**.
- › 90 days following the date **you** are no longer **working** in **employment** or **self-employment**. If **you** start a new **employment** or **self-employment** during these 90 days, the policy shall continue in force, but no benefits will be payable under this policy for the time during which **you** were not **working**.

Important

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

Your premium and the benefit provided under this policy is based on the historical performance of this product. **Your premium** and the benefit provided under this policy are not guaranteed to remain at the same level throughout the life of **your** policy. **We** reserve the right to amend the premium and/or benefit(s) provided under this policy at any time, by providing 30 days notice, in writing, to **you**. **We** cannot foresee every circumstance under which **your premium** and/or benefit provided will change, however a few reasons are listed below.

The **premium** and/or benefit provided may change if:

- › the level of claims costs are significantly different to the level **we** had expected
- › our administration and/or distribution costs change
- › the level of benefit provided or amount of **premium** charged for this policy is significantly different than the projected costs of the policy
- › there are changes in tax or other government or regulatory charges which affect **your** policy;
- › **your occupation** changes; or
- › **you** move into another age band.

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

5 HOW TO CLAIM

- › **You** or **your** representative should contact DWF Claim Ireland:
 - by email to amtrust.hive@dwfclaims.com
 - by telephone to +353 (0)1 790 9400
 - by post to The Lennox Building, 50 Richmond Street South, Saint Kevin's, Dublin 2, Ireland.
- › Send the completed claim documentation back to this address
- › To enable **us** to start paying **your** claim and to continue paying **your** claim, we must receive from

you necessary evidence and proof. **We** will only ask for such information and proof **we** need to process **your** claim

- › If further supporting evidence of **your** entitlement to claim is required **you** must provide it at **your** own expense. **You** must also allow **us** to have **you** medically examined at **our** expense if **we** reasonably need to do this to validate a claim
- › In the event that **you** make an **accident** or **sickness** claim, **you** will be required to provide **us** with confirmation of **gross earnings** (if you are employed) or confirmation of **taxable income** (if **you** are **self-employed**)

Please Note

You must continue to make **premium** payments during any claim if **you** wish to be protected by the policy. If **you** fail to pay **your premium** when due **your** policy and the protection provided by it will end. Any **premiums** paid during a valid loss of income due to **accident** or **sickness** claim period will be refunded to **you** as part of the claim payment.

6 GENERAL TERMS & CONDITIONS

- › Both **you** and **we** are free to choose the law applicable to this policy. Unless specifically agreed to the contrary prior to the policy **commencement date**, this policy shall be subject to Irish Law. The EEA State for the purposes of the policy is the Republic of Ireland
- › The maximum **monthly benefit** payable for loss of income due to **accident** or **sickness** when added to any **hospitalisation** benefit being paid by **us** under this policy or any other policy in force with **us** is €3,000 a month.
- › The maximum daily benefit payable for **hospitalisation** when added to any loss of income benefit being paid by **us** under this policy is €300 a day.
- › **You** can only claim for one health condition at a time under this policy.
- › If **we** have paid the maximum of 12 **monthly benefits** for loss of income, **you** cannot make a claim for loss of income due to **accident** or **sickness** for that same condition again under this policy.
- › If **you** increase the **monthly benefit**, the increase in benefit is not payable in the event of loss of income due to **sickness** or **hospitalisation** due to **sickness** should either occur within 90 days of the increase having been received. The increased **monthly benefit** is payable immediately in the event of loss of income due to an **accident** and **hospitalisation** due to an **accident** that occurs after the date of increase of the **monthly benefit**.
- › Any benefit due under this policy will be paid to **you**, with the exception of any death benefit which will be paid to **your** estate.
- › It shall not be possible for **you** to assign or charge the benefits of this policy in any way whatsoever
- › When applying for/varying **your** insurance, or submitting a claim **you** or anyone acting on **your** behalf must take reasonable care to answer all questions honestly and to the best of **your** knowledge. Failure to do so may affect the validity of **your** policy

or the payment of **your** claim.

- ▶ **We** contribute to the Insurance Compensation Fund. **You** may be entitled to compensation from the Fund if **we** are unable to meet its obligations to **you** under this contract. Further information can be obtained from the Central Bank of Ireland.
- ▶ **We** shall not provide cover and or be liable to pay any claim or provide any benefit under this insurance if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

7 CANCELLATION RIGHTS

You may cancel this policy at any time. If **you** cancel this policy within 30 days of the **commencement date**, as detailed on **your schedule** any **premium** that **you** have paid will be refunded, subject to no claim being made. If cancellation is made after 30 days, there will be no refund of **premium** paid. To cancel this policy write to Hive Insurance Services at: Customer Services, Hive Insurance Services, Office 15, Lakeview Point, Unit 24 Claregalway Corporate Park, Claregalway, Co. Galway, H91 PX38, or e-mail: cancellations@hiveinsure.ie, or call 074 9161868 (Monday to Friday, 8am-5pm, excluding public holidays) quoting **your** name and policy number.

We may cancel this policy if **you** fail to pay **your premium** when due. **We** may also cancel **your** policy due to fraudulent activity.

8 CUSTOMER CARE

8.1 POLICY SALE OR ADMINISTRATION

If **you** have a complaint about the sale or administration of **your** policy, please contact Hive Insurance Services, Office 15, Lakeview Point, Unit 24 Claregalway Corporate Park, Claregalway, Co. Galway, H91 PX38, or call 074 9161868 and **you** will be provided with details of their complaints procedure. Hive Insurance Services is authorised and regulated by the Central Bank of Ireland, Reference Number C29542.

8.2 TERMS OF THE POLICY

If **you** have a complaint about the terms of **your** policy, please contact Hive Insurance Services, Office 15, Lakeview Point, Unit 24 Claregalway Corporate Park, Claregalway, Co. Galway, H91 PX38, or call 074 9161868 and **you** will be provided with details of their complaints procedure. Hive Insurance Services is authorised and regulated by the Central Bank of Ireland, Reference Number C29542.

8.3 CLAIMS HANDLING

If **you** have a complaint about the handling of **your** claim, then please write to the Compliance Officer c/o DWF Claim, The Lennox Building, 50 Richmond Street South, Saint Kevin's, Dublin 2, Ireland, telephone +353 (0)1 790 9400, or email complaints@dwf.law.

8.4 FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

If **your** complaint addressed to any of the above parties is not resolved to **your** satisfaction, **you** may contact the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, 002 VH29. Tel: (01) 567 7000. Email: info@fspo.ie, website: www.fspo.ie

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

9 MEANING OF WORDS/ DEFINITIONS

In this policy the following words will have the following meanings when shown in bold text throughout this document.

Accident – An identifiable event which is not reasonably foreseeable, intended or designed (but excluding **sickness**). The **accident** must be certified by a **doctor** as preventing **you** doing **your occupation**. If **you** are **self employed**, a condition will only be acceptable as an **accident** if it stops **you** from assisting, managing and/or carrying on any part of the running of **your** business whatsoever. **You** must be under the continuing care of a **doctor** throughout **your** claim.

Actively at work – means that at the **commencement date** **you** must be employed and mentally and physically able to carry out **your** normal **employment** for **your** normal contracted number of hours at **your** usual place of **work** and have not received medical advice to refrain from working or work less than **your** normal contracted number of hours. **We** will assume **you** are **actively at work** whilst on pre-arranged authorised absence (statutory leave, maternity leave etc), unless medical evidence shows that **you** were suffering from any **sickness** and/or injury which would reasonably be expected to have prevented **you** from satisfying the **actively at work** requirement. Should **you** be unable to fulfil these **actively at work** requirements, cover will not commence until **you** have been **actively at work** for seven consecutive days.

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

Claim Handler – Davies Ireland is the trading name of Garywn Ireland Limited, company number 279634 having its registered office at Block IOB, Beckett Way, Park West Business Park, Nangor Road, Dublin 12, Ireland.

Commencement Date – The start date of **your** contract with **us**, as confirmed on **your schedule**.

Confinement Period – The period 2 weeks prior to and 4 weeks

after birth.

Deferred Period – The period of time that **you** must wait before any **monthly benefit** becomes payable. This period is chosen by **you** and is confirmed in **your schedule**.

Doctor – A legally qualified medical practitioner, who is registered as a medical practitioner with the Irish Medical Organisation and entitled to practice as such in the Republic of Ireland. It does not include **you**, someone living in **your** household, a member of **your** immediate family or **your** partner.

Employed/Employment – In paid **employment** under a contract of services under which **you** ordinarily work in the Republic of Ireland or Northern Ireland for a minimum of 20 hours a week and paying the appropriate PRSI contributions or National Insurance contributions.

End Date – The date **your** policy ends. This will be the earliest of the following:

- › The date of **your** death
- › The renewal date following your 60th birthday, or the date **you** retire, whichever is the sooner
- › The date **you** fail to pay **your** premium when due
- › The date **you** cease to be a resident of the Republic of Ireland
- › The date when **we** have paid 36 **monthly benefits** for loss of income in respect of any **accident** or **sickness** claimed under this policy
- › The date when **we** have paid a claim for serious illness benefit under this policy.
- › The date when **we** have paid a claim for death or **terminal illness** under this policy.
- › The date **your** policy is cancelled by **you** or terminated by **us** as detailed in Section 4.
- › 90 days following the date **you** are no longer **working** in **employment** or **self-employment**. If **you** start a new **employment** or **self-employment** during these 90 days, the policy shall continue in force, but no benefits will be payable under this policy for the time during which **you** were not **working**.
- › The date **your** policy is cancelled by **you** or terminated by **us** as detailed in Section 4.

Gross Earnings – If **you** are **employed**, **your gross earnings** means:

- (i) The average of **your** last 3 months wage slips received from **your** employer, prior to the date **you** stopped **working**; or
- (ii) Dividends received from a Limited Company in lieu of wages.

You may be asked to provide evidence of **your gross earnings** to allow **us** to determine the benefit payable. Please note, **we** may also request that **you** provide **us** with **your P60** in the event of a claim.

Hospital – A lawfully operated establishment (other than a convalescent, nursing or rest home, or convalescent, nursing, self-care or rest section or unit of a **hospital**) in the Republic of Ireland or Northern Ireland which has accommodation for **resident** patients with organised facilities for diagnosis and major surgery and which provides a 24 hours a day nursing service by

registered nurses.

Hospitalisation/Hospitalised – Being confined to **hospital** upon the recommendation of a **doctor** solely as a result of an **accident** or **sickness** which commenced or occurred after the **commencement date**.

Incident Date – The date at which the **accident** or **sickness** occurred.

Monthly Benefit – The **monthly benefit** stated in **your schedule**, which is payable by **us** in the event of a successful claim. If **you** are **self-employed**, the **monthly benefit** will be limited to 60% of the additional cost to continue **your** business, subject to a maximum of 60% of taxable income. **We** may pay a proportion of the **monthly benefit** if:

- › **Your monthly benefit** is more than 60% of **your** taxable income; or
- › **You** receive other income, such as company loans unless substantiated by a loan agreement, other income protection policies or payment that could be classed as income while claiming.

If **you** are **employed**, the **monthly benefit** will be limited to 60% of **your** gross earnings. **We** may pay a proportion of the **monthly benefit** if:

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

If **you** are **employed** or **self-employed**, the proportion of the **monthly benefit** will be decided by **us**, taking all the circumstances into consideration. **You** may be asked to provide evidence of ongoing income to allow **us** to determine the benefit payable.

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

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

Occupation – **your** trade, profession or type of **work** which **you** do for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability.

Premium – The amount as detailed in **your schedule**, which is payable by **you** in respect of this policy.

Pre-Existing Medical Condition – A condition or related condition either:

- › for which **you** received treatment in the two years up to and including the **commencement date**, or which **you** were aware of, or in **our** opinion **you**

should have been aware of, during the two years up to and including the **commencement date**, unless **you** have been free from symptoms and not received treatment, medication, diagnostic tests, or advice for the condition for at least two years preceding the **incident date**. If claiming for such a condition, **we** will require written confirmation from **your doctor** confirming that **you** have been symptom free and have not received treatment, medication, diagnostic tests or advice for the condition that two-year period.

Resident/Residency – Living in the Republic of Ireland for 40 out of 52 weeks a year.

Schedule – **Your schedule** of insurance, detailing **your** selected **monthly benefit** and **deferred period**.

Self-Employed/Self-Employment – Being in a profession or business, alone or in association with others, paying Class S PRSI if **you work** in the Republic of Ireland, or National Insurance if **you work** in Northern Ireland.

Sickness – A medical condition or disease, confirmed by **your doctor** and occurring whilst **you** are in **work**, which stops **you** doing **your occupation**. If **you** are **self-employed**, a condition will only be acceptable as **sickness** if it stops **you** from assisting, managing and/or carrying on any part of the running of **your** business whatsoever. **You** will be required to provide relevant evidence for the duration of **your** valid claim. **You** must be under the continuing care of a **doctor** throughout **your** claim.

Specified complications of pregnancy – means a definite diagnosis by a consultant obstetrician before age 45 of one of the following conditions:

- › Disseminated Intravascular Coagulation (DIC) directly caused by complications of pregnancy
- › Ectopic pregnancy requiring emergency surgery
- › Benign hydatidiform mole
- › Placental abruption which requires medical intervention
- › Eclampsia which has resulted in all of the following:
 - Tonic-clonic seizure(s); and
 - Pregnancy related hypertension; and
 - Proteinuria. Pre-eclampsia is not covered.

Taxable Income – If **you** are **self-employed** and registered with The Revenue Commissioners of Ireland, **taxable income** means the monthly average of **your** income for the 6 months immediately prior to the relevant claim start, and where **your** earnings have been declared to The Revenue Commissioners. **You** may be asked to provide evidence of **your taxable income** to allow **us** to determine the benefit payable.

Terminal Illness – A definite diagnosis by an attending consultant meeting the definition of a **doctor** of an illness that satisfies both of the following:

- › the illness either has no known cure or has progressed to the point where it cannot be cured, and
- › in the opinion of the attending consultant, the illness is expected to lead to death within 12 months.

We, Us or Our – AmTrust International Underwriters DAC

(Company Registration No 169384), regulated by the Central Bank of Ireland. Registered address: 6-8 College Green, Temple Bar, Dublin, D02 VP48, Ireland.

Work/Working – Permanent gainful **employment** or **self employment**; paying the correct Pay Related Social Insurance (PRSI) or National Insurance contributions. **Your** work may consist of more than one occupation.

You or Your – The person who has been accepted for insurance and is named in the **schedule**.

10 DATA PRIVACY

Please visit <https://www.amtrustinternational.com/legal/privacy-policy> for further information about how and when we process your personal information under our full Privacy Notice. You can also request a hard copy of our privacy notice by contacting our Data Protection Officer at: dpo.office@amtrustgroup.com

HOW WE USE YOUR INFORMATION

Data protection law seeks to ensure that the way Personal Information is used is fair. To comply with the law, **we** need to tell **you** the legal justification **we** rely on for using **your** Personal Information. Personal Information will be used for different purposes if **you** are a policyholder, insured or claimant under an insurance policy, a commercial insurance broker or appointed representative, a witness or another individual with whom **we** have a relationship. The main purposes for which **we** use Personal Information are to:

- › Communicate with you and other individuals
- › Make assessments and decisions
- › Provide insurance, claims and assistance services, and other products and services
- › Assess your eligibility and identity
- › Manage complaints, feedback and queries
- › Improve the quality of our products and services, provide staff training and maintain information security
- › Prevent, detect and investigate crime
- › Manage our business operations and IT infrastructure
- › Comply with applicable laws and regulatory obligations
- › Establish, enforce and defend legal rights

HOW WE SHARE YOUR INFORMATION

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following types of third parties:

- › Other insurance and insurance distribution parties, Reinsurers, Regulators and Authorised/Statutory Bodies
- › Credit reference agencies
- › Fraud prevention agencies
- › Crime prevention and Law Enforcement agencies, tax authorities, workers' compensation boards,
- › Hive Insurance Services
- › Suppliers carrying out a service on our behalf
- › Other insurers, business partners and agents
- › Other companies within the AmTrust Group

MARKETING

We will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

FRAUD PREVENTION AND DETECTION

In order to prevent or detect fraud and money laundering **we** may check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers.

Other users of the fraud prevention agencies may use this information in their own decision making processes.

AUTOMATED DECISIONS

We provide services where **we** sometimes use automated decision-making. Automated decision-making is an important part of effective management. **You** have the right not to be subject to a decision which is based solely on automated processing (without human involvement) where that decision produces a legal effect or otherwise significantly affects **you**. However, this right only applies in certain circumstances.

HOW TO CONTACT US

You can ask for more information about **our** use of **your** personal information or complain about its use, by contacting **our** Data Protection Officer at dpo.office@amtrustgroup.com, or by writing to **us** at the following address: The Data Protection Officer, AmTrust International Underwriters DAC 6-8 College Green, Dublin 2 D02 VP48, Ireland.

For more information on the General Data Protection Regulation you may also write to The Data Protection Commission at: Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland. 0761 104 800.



074 9161868 | www.hiveinsure.ie

OFFICE 15, LAKEVIEW POINT, UNIT 24 CLAREGALWAY CORPORATE PARK, CLAREGALWAY, CO. GALWAY, H91 PX38

Hive Insurance Services DAC (Company Registration No 360638) is regulated by the Central Bank of Ireland, registered number C29542 and a wholly owned subsidiary of Hive Insurance Services Limited.

All covers under this insurance are underwritten by AmTrust International Underwriters DAC (Company Registration No 169384), regulated by the Central Bank of Ireland.
Registered address: 6-8 College Green, Temple Bar, Dublin, D02 VP48, Ireland. **ATLPPD 02/2025**