

MEDICAL CASH

Policy document



HIVE
Insurance Services

www.hiveinsure.ie

MEDICAL CASH PLAN

WELCOME

Thank you for choosing our Medical Cash Plan.

With our Medical Cash Plan you benefit from a range of cash benefits, covering against medical expenses, accidents and sickness.

Your policy could help meet some of the medical expenses you incur each year, including appointments with a dentist or optician, through to seeing a physiotherapist, as well as hospital admission.

Please keep this document in a safe place and take time to read this document carefully to ensure you are aware of the full details of the cover provided. If there is anything you are not clear about, please call Hive Insurance Services on 074 9161868*.

Once again thank you for choosing our Medical Cash Plan.

COWEN INSURANCE COMPANY LIMITED

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The following pages contain the details of your policy and the contractual terms of your cover. These policy details are legally binding between you and Cowen Insurance Company Limited.

The words listed in clause 3 have special meanings when they appear in this policy in bold text. It is very IMPORTANT that you refer to these special meanings when you read the policy as they will help you understand the cover. We have tried to make these meanings as understandable as possible. If there is anything that you do not understand from these meanings or if there is, at any time, anything else in this policy on which you would like to have more information, then please contact Hive Insurance Services on 074 9161868*.

If **you** have an **accident** or develop any illness, which may lead to a claim, **you** must place yourself in the care of a **doctor**, whose advice **you** must follow.

This policy is underwritten Cowen Insurance Company Limited, authorised under the Insurance Business Act (Cap.403 of the Laws of Malta) to carry on General Business of Insurance and is regulated by the Malta Financial Services Authority. The registered address of Cowen Insurance Company Limited is at Level 3, Gasan Centre, Triq il-Merghat, Zone 1, Central Business District, CBD 1020, Birkirkara, Malta.

This policy is administered by Hive Insurance Services, Office 15, Lakeview Point, Unit 24 Claregalway Corporate Park, Claregalway, Co. Galway, H91 PX38.

1 ARE YOU ELIGIBLE FOR COVER?

You can take out the Medical Cash Plan if **you** are between the ages of 16 and 69 attained and resident in the Republic of Ireland. Children aged 3-18, who live at **your** address, can be covered on the plan at no additional charge.

2 WHAT HAPPENS IF YOU CHANGE YOUR MIND?

You have a statutory right to cancel this policy within 30 days of the policy **start date** if **you** decide it is not suitable for **you**. If **you** cancel this cover within 30 days of the policy **start date** and have not made any claims, any premium that **you** have paid will be refunded. If cancellation is made after 30 days, there will be no refund of premiums paid.

To cancel this policy write to Hive Insurance Services, Office 15, Lakeview Point, Unit 24 Claregalway Corporate Park, Claregalway, Co. Galway, H91 PX38. Or e-mail: enquiries@hiveinsure.ie or call the customer service helpline 074 9161868*.

3 WORDS WITH SPECIAL MEANINGS

In this policy document the following words will have the following

meanings and are shown in 'bold case' throughout this document:

Accident – an event which is not reasonably foreseeable, intended or designed (but excluding illness and disease).

Accident and Emergency Treatment – when the patient receives **treatment** in the **Accident** and Emergency Department of an approved HSE **hospital** but does not stay overnight.

Acupuncturist – means the person carrying on this profession in the Republic of Ireland whom **we** approve and who is a member of the Acupuncture Council of Ireland.

Acute Illness – an illness which is not a **chronic condition**.

Application Form – an Insured's proposal for insurance.

Benefit – the **benefits** stated in the schedule and described herein.

Benefit Year – refers to the period commencing from the **start date** of the policy and ending at midnight on the day preceding the anniversary of the **start date**.

Chiropodist – refers to a person carrying on this profession in the Republic of Ireland who is assessed by the Department of Health and who is a member of the Society of Chiropodists and Podiatrists of Ireland.

Chiropractor – refers to a person carrying on this profession in the Republic of Ireland who is a member of the Chiropractic Association of Ireland.

Chronic Condition – means a **condition** that occurs prior to the policy **start date** and either continues indefinitely, or cannot be cured or eradicated and which will recur or requires **treatment**.

Claims Handler – Hive Insurance Services.

Condition – means any illness, injury, disease, sickness or medical **condition** you have, including any related illness, injury, disease, sickness or medical **condition**, or any associated symptoms.

Cosmetic Treatment – principally intended to improve the patient's appearance.

Day Case Treatment – when you receive **treatment**, where you need to be in a bed in a **hospital** but it is not necessary for you to stay overnight.

Dental – **dental conditions** are those which primarily involve a tooth or teeth and their roots.

Dentist – means a **dental** practitioner, other than you or a member of your **family**, who is on the Register of **Dentists** with the **Dental** Council and entitled to practice as such in the Republic of Ireland.

Doctor – means a medical practitioner, other than you or a member of your **family**, who is registered as a medical practitioner with the General Medical Council and entitled to practice as such in the Republic of Ireland.

Family – means **your** child, husband, wife or **partner** of either

sex with whom **you** live as if married, or a **relative of you**, or **your** child, husband, wife or **partner**.

Homeopath – means the person carrying on this profession in the Republic of Ireland whom we approve and who is a member of the Irish Society of Homeopaths.

Hospital – an HSE-operated establishment (other than a convalescent, nursing or rest home, nursing, self-care or rest section or unit of a **hospital**) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 hours a day nursing service by registered nurses.

Inpatient Treatment – when you receive **treatment**, where you need to be in a bed in a **hospital** and it is necessary for you to stay overnight.

Loss of Limb – is the permanent loss of use, by physical separation or otherwise, of one or both hands above the wrist and/or one or both feet at or above the ankle.

Loss of Sight – is the permanent **loss of sight** or the mere ability to perceive light, in one or both eyes.

Optician – an **optician** is, in the Republic of Ireland, a member of the Association of Optometrists Republic of Ireland or Irish College of Ophthalmologist.

Osteopath – an **osteopath** is a person practising as such in the Republic of Ireland and is a member of the Osteopathic Council of Ireland.

Partner – refers to the person to whom you are married or with whom you live on a permanent basis (for a period of at least 10 months) as if you were legally married, regardless of gender.

Physiotherapist – a **physiotherapist** is a practising **physiotherapist** who is state registered in the Republic of Ireland.

Pre-Existing Medical Condition – means a **condition** or related **condition** either:

- › for which you received **treatment** in the two years up to and including the policy **start 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 policy **start date**.

Relative – means a brother, sister, ancestor or lineal descendant.

Serious Injury – a physical or other injury which is caused wholly by an **accident** and which within 12 months of the date of the **accident** results in permanent **loss of limb** or permanent **loss of sight**.

Specialist – means a medical practitioner whose name appears on the Medical Council **Specialist** Register and holds or has held a substantive or honorary consultant appointment and is practising in the speciality of that appointment, or has been formally recognised by us as a **specialist** for the purpose of the

policy within the previous five years.

Start Date – the commencement date shown in the schedule.

Therapist – **therapists** include **chiropractors**, **homeopaths**, **osteopaths** and **physiotherapists**.

Treatment - means receiving advice or undergoing examinations or consultations or receiving medication or long term monitoring, in each case from a **doctor**.

“**We, Us or Our**” - Cowen Insurance Company Limited.

“**You or Your**” - means the insured named in the Schedule and, if joint cover is chosen, his/her **partner**.

4 WHAT YOU HAVE TO PAY

Your premium is shown in **your** Certificate of Registration, which **we** will issue upon acceptance of your application, and includes stamp duty at the current rate.

This policy is issued for an initial period of one year from the **start date** and will be renewed automatically for a further year providing premiums are maintained. The premium is payable on the same day each month and in advance.

5 THE BENEFITS YOU GET

WHO WILL THE BENEFITS BE PAYABLE TO?

All **benefits** will be paid to **you**. All claims must be diagnosed during the policy period and are subject to the limits and waiting periods applied to **your** cover. In the event that this policy is not renewed, no further **benefit** will be paid after the expiry date.

THE BENEFITS

In order to qualify to make a claim, the following criteria must be met:

- › the appropriate waiting period has been completed and the **condition** for which **you** are claiming did not first arise during that period
- › the **treatment** is supported by a declaration on the claim form signed by the **hospital/specialist/optician/dentist/therapist** (as appropriate) for the patient and by **you**
- › the fees are reasonable and were necessarily incurred
- › all costs have been incurred in the Republic of Ireland (not applicable to Worldwide Inpatient Admission).

The amount of **benefit** that **you** will receive will depend on the level of cover **you** have chosen, which is shown in **your** Certificate of Registration.

EXPLANATION OF BENEFITS

Accident and Emergency Unit Attendance

This is payable when **you** receive **Accident and Emergency treatment**.

BENEFITS TABLE

PROFESSIONAL SERVICES CASH BENEFITS

MEDICAL CASH PLAN BENEFITS	Group (10+ members)	Bronze	Silver	Gold	Platinum
Dental	€20 per appt max 2 claims per year	€20 per appt max 2 claims per year	€40 per appt max 2 claims per year	€60 per appt max 2 claims per year	€80 per appt max 2 claims per year
Optical Tests	€30 per appt max 1 claim per year	€30 per appt max 1 claim per year	€30 per appt max 1 claim per year	€30 per appt max 1 claim per year	€30 per appt max 1 claim per year
Optical Equipment	€50 per claim max 1 claim per year	€50 per claim max 1 claim per year	€100 per claim max 1 claim per year	€150 per claim max 1 claim per year	€200 per claim max 1 claim per year
Specialist Consultation	X	€80 per claim max 1 claim per year	€80 per claim max 2 claims per year	€120 per claim max 2 claims per year	€150 per claim max 2 claims per year
Chiropody	€50 per appt max 1 claim per year	€50 per appt max 1 claim per year	€50 per appt max 2 claims per year	€50 per appt max 3 claims per year	€50 per appt max 4 claims per year
Maternity	€150 per child	€150 per child	€300 per child	€450 per child	€600 per child
Doctor Expenses	€20 per appt max 2 claims per year	€20 per appt max 2 claims per year	€30 per appt max 2 claims per year	€40 per appt max 2 claims per year	€50 per appt max 2 claims per year
Hearing Aid	€40 per claim max 1 claim per year	€40 per claim max 1 claim per year	€80 per claim max 1 claim per year	€120 per claim max 1 claim per year	€160 per claim max 1 claim per year
Physiotherapy, acupuncture, homeopathy, osteopathy, chiropractic	€60 per appt max 2 claims per year	€60 per appt max 2 claims per year	€60 per appt max 4 claims per year	€60 per appt max 6 claims per year	€60 per appt max 8 claims per year

HOSPITAL CASH BENEFITS	Group (10+ members)	Bronze	Silver	Gold	Platinum
Inpatient Admission	€50 per night	€50 per night	€100 per night	€150 per night	€200 per night
Joint Inpatient Admission	€80 per night	€80 per night	€160 per night	€240 per night	€320 per night
Day Case Admission	€50 per day	€50 per day	€100 per day	€150 per day	€200 per day
Worldwide Inpatient Admission	X	€50 per night	€100 per night	€150 per night	€200 per night
Accident and Emergency Unit Admission	€20 per visit	€20 per visit	€40 per visit	€60 per visit	€80 per visit
Recovery Bonus	X	€150 per claim max 1 claim per year	€300 per claim max 1 claim per year	€450 per claim max 1 claim per year	€600 per claim max 1 claim per year

BONUS CASH BENEFITS	Group (10+ members)	Bronze	Silver	Gold	Platinum
Accident and Sickness Cash	X	€25 per day max 10 days	€50 per day max 10 days	€75 per day max 10 days	€100 per day max 10 days
Serious Injury Cash	X	€8,000 lump sum	€16,000 lump sum	€24,000 lump sum	€32,000 lump sum
Accidental Death Cash	X	€8,000 lump sum	€16,000 lump sum	€24,000 lump sum	€32,000 lump sum

Accident and Sickness Cash

This is payable for a maximum of 10 subsequent working days once **you** have been away from work due to **acute illness** or **serious injury** for more than 10 consecutive working days.

Accidental Death Cash

This is payable in the event of **your** death as a result of an **accident**.

Chiropody

This is payable following **treatment** with a **chiropodist** and is subject to a maximum number of claims per **benefit year** as detailed in the Benefits Table.

Day Case Admission

This is payable when **you** receive **day case treatment**, investigations or diagnosis in a recognised **hospital** or registered nursing home. **Benefit** is not payable for the period immediately prior to or following an overnight inpatient stay for which **benefit** is payable, or in respect of outpatient attendance. Maternity, care for the elderly, psychiatric and hospice day care or respite care are also excluded from this **benefit**. Claim forms are required to be submitted fully completed by the relevant **hospital** authority or registered nursing home.

Dental

This is payable following routine **dental treatment**, crowns, bridges and dentures, orthodontic and periodontal **treatment** with a **dentist**. This is subject to a maximum of two claims per **benefit year**.

Doctor Expenses

This is payable following an appointment with a **doctor** for consultations, holiday vaccinations, x-rays and other tests completed in your surgery/clinic and medical reports. This is subject to a maximum of two claims per **benefit year**.

Hearing Aid

This is payable following an appointment with a registered hearing aid dispenser approved by the Irish Society of Hearing Aid Audiologists, for the purposes of obtaining a new hearing aid. This is subject to a maximum of one claim per **benefit year**.

Inpatient Admission

This is payable when **you** receive **inpatient treatment**.

Joint Inpatient Admission

This is payable whenever **you** and **your partner** receive **inpatient treatment** and are inpatients at the same time in a recognised **hospital** and are both eligible for Joint Inpatient Admission **benefits**.

Maternity

This is payable on the birth of each child to **you** or **your partner**. Double **benefit** applies if **you** have Joint Cover.

Optical Equipment

This is payable following the purchase of new prescription glasses (reading, distance, bifocals or varifocals). This is subject to a maximum of one claim per **benefit year**.

Optical Tests

This is payable following a sight test with an **optician**. This is subject to a maximum of one claim per **benefit year**.

Physiotherapy, Osteopathy, Chiropractic, Acupuncture, Homeopathy

This is payable following **treatment** given by a **physiotherapist**, **osteopath**, **chiropractor**, **acupuncturist** or **homeopath**, following referral by **your doctor**. This is subject to a maximum number of claims per **benefit year** as detailed in the Benefits Table.

Recovery Bonus

This is payable following a stay in **hospital** of 10 or more consecutive nights. This is subject to a maximum of one claim per **benefit year**.

Serious Injury Cash

This is payable in the event of the permanent loss of use of two limbs or the permanent **loss of sight** in both eyes. Half the **benefit** will be paid for the permanent loss of use of one limb or the permanent **loss of sight** in one eye.

Specialist Consultation

This is payable towards the cost of private consultations with a **specialist** physician or surgeon. **You** must be referred to the **specialist** by **your doctor** to claim this **benefit**. This is subject to a maximum number of claims per **benefit year** as detailed in the Benefits Table.

Worldwide Inpatient Admission

This is payable following emergency admission to **hospital** for overnight **inpatient treatment** or emergency **dental treatment** or emergency consultation with a **specialist** physician or surgeon. Claims must be supported where necessary with a translation to English of the details of the **hospital** admission. The visit abroad must be for business or holiday purposes only and for up to 28 days duration

WHAT ARE THE WAITING PERIODS?

This is the period of time following that **start date** of the policy where **you** cannot claim **benefits**. See table below.

PROFESSIONAL SERVICES CASH BENEFITS	
Dental, Optical Tests, Optical Equipment, Specialist Consultation, Chiropody, Doctor Expenses, Hearing Aid, Physiotherapy, Acupuncture, Homeopathy, Osteopathy, Chiropractic	6 months
Maternity	10 months

HOSPITAL CASH BENEFITS	
Inpatient Admission, Joint Inpatient Admission, Day Case Admission, Worldwide Inpatient Admission, Recovery Bonus	Immediate (if related to an accident), otherwise 6 months
Accident and Emergency Unit Admission	Immediate

BONUS CASH BENEFITS	
Accident and Sickness Cash	6 months
Serious Injury Cash, Accidental Death Cash	Immediate

CAN I CLAIM FOR MORE THAN ONE BENEFIT?

Only one type of **benefit** can be paid under this policy at any one time and no claims can be made for a period during which any **benefit** under this policy has already been paid.

CHILDREN COVER

Children aged 3-18, who live at **your** address, can be covered on the plan at no additional charge.

If Joint Cover is taken, full **benefits** are payable to any number of **your** children. If Single Cover is chosen, half the **benefit** amount will be payable to any number of **your** children.

6 MAXIMUM BENEFITS AND RESTRICTIONS ON BENEFITS

The maximum for individual **benefits** are detailed in the benefits table. If **you** are between the ages of 65-74, half the **benefit** amount will be payable to **you**.

The maximum **benefit** payable each month under this policy will not exceed €9,600 per month or €32,000 in total.

There are additional restrictions on the Hospital Cash Benefits and these are as follows:

You can claim for Inpatient Admission, Joint Inpatient Admission or **Accident** and Emergency Unit Attendance for up to a combined maximum of 100 nights/visits in any **benefit year**. Out of these 100 nights/visits:

- › up to 5 days may be payable for Day Case Admission
- › up to 10 nights may be payable for maternity related Inpatient **Hospital** Admission, payable after an initial 7 nights in **hospital**
- › up to 50 nights may be payable for Worldwide Inpatient Admission.

7 WHAT YOU ARE NOT COVERED FOR

No **benefit** will be paid under any section of this policy for any event which results from or is made worse, by the following:

- › A **pre-existing medical condition**, unless **you** have been symptom free and not received **treatment** or advice for that **condition**, for at least two years prior to a claim. This does not apply to optical or **dental benefits**
- › A **chronic condition**
- › Hospitalisation or **treatment** arising from or related to in-vitro fertilisation, other forms of assisted conception and any related procedures. **Specialist consultation benefit** will be paid for investigation into the cause of infertility and conventional **treatment** for it, as defined by **our** medical adviser
- › Hospitalisation or **treatment** arising from or related to dependency on or abuse of alcohol, drugs or other addictive substances
- › Hospitalisation or **treatment** arising from or related to **treatment** of sexually transmitted diseases, **treatment** for AIDS or infection by any human immuno-deficiency virus or any other similar or related **condition** or syndrome
- › Hospitalisation or **treatment** arising from or related to self inflicted injuries or disabilities where the intention is to cause self-harm
- › If **you** are a member of Irish Defence Forces
- › Medical **conditions** arising from participation in, or an attempt to commit a criminal offence
- › Medical **conditions** arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, riot, civil commotion, act of terrorism, rebellion, revolution, military force or usurped power; nuclear or chemical contamination
- › **Treatment** received in health hydros, nature cure clinics or similar establishments or private beds registered as a nursing home attached to these establishments
- › **Cosmetic treatment**, or elective surgery for non-medical reasons, whether or not for psychological purposes
- › **Treatment** that is not given by a **chiroprapist, dentist, optician, specialist, or therapist**
- › Any fees involved in completing claim forms or medical reports **we** request other than under the **benefit** payable for **doctor** expenses
- › Any **treatment** arising from or related to any **chronic condition** other than for the optical or **dental benefits**
- › Mental illness, depression or nervous disorder, including stress or stress related **conditions**, or psychiatric or geriatric illness

ADDITIONAL EXCLUSIONS ON THE ACCIDENT AND SICKNESS CASH BENEFIT

You are not entitled to claim for **Accident and Sickness Cash Benefit** if **you** are unable to work as a result of:

- › participation in any form of pursuit known to be hazardous such as professional sport, motor sport, horse racing, scuba diving, mountaineering,

potholing, parachuting, bungee jumping, hang-gliding and power-boat racing, flying (other than as a fare paying passenger in a scheduled aircraft), work involving the handling or use of explosives, professional and deep sea diving, offshore oil and gas industry workers, deep sea fishing, underground work of any kind, professional entertainers and those whose work involves operating at heights in excess of 50 feet

- › anything which occurs while **you** are away from the member states of the European Union for a period intended by **you** to be more than 90 days, or if **you** cease to be resident in the Republic of Ireland.

8 WHEN YOUR PROTECTION ENDS

Your policy will cease if:

- › **you**, or **your** employer if a group scheme, cancel the policy at any time by letting **us** know in writing, email or by telephone
- › **you** are no longer a resident of Republic of Ireland
- › **you**, or **your** employer if a group scheme or affinity association, do not maintain payment of **your** premiums
- › **you** have reached the first renewal date after **your** 75th birthday
- › the maximum **benefit** of €32,000 has been paid out.

9 CAN COWEN INSURANCE COMPANY LIMITED CANCEL OR CHANGE THE TERMS OF MY POLICY?

We may cancel **your** policy, or amend the terms of **your** cover and notify **you** (or your employer if a group scheme) in writing, if at any time **you** have:

- › misled **us** by mis-statement or concealment of any material information
- › knowingly claimed payment of any sum under this **policy** for any purpose other than as are provided for under this **policy**
- › agreed to any wrongful attempt by a third party to obtain a financial advantage to **our** detriment
- › otherwise failed to observe the terms and conditions of this **policy** or failed to act with utmost good faith.

We may terminate or change the terms and conditions of **your** policy, including the amount of **your** premium, by giving **you** not less than 30 days written notice in advance. If **we** give **you** such notice **we** will explain the reason; for example:

- › to respond to changes in the law or decisions of the Financial Services and Pensions Ombudsman
- › to meet regulatory requirements
- › to reflect new industry guidance and codes of practice that raise levels of consumer protection
- › to respond to changes in interest rates, market

rates or tax rates

- › to reflect other legitimate cost increases or reductions associated with continuing to provide **you** with the services and benefits under **your** policy
- › to respond to **your** change of age.

Currently all **benefits** under this policy are non-taxable although this may change in line with any amendments to legislation.

10 ADDITIONAL RULES

You must give **us** written notification of any claim or right of action against any party which gives rise to the claim under this policy. **You** must take all steps **we** reasonably require in making a claim upon that other party. **We** shall be entitled to pursue in any **policyholders** name for **our** own **benefit** any claim for indemnity or damages or otherwise which relates to any **benefits** and costs paid or payable under this policy. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any such claim, but **we** shall have no responsibility for any claim for uninsured losses, in respect of which the **policyholder** and/or dependants should ensure that legal advice is taken.

Waiver by **us** of any term or **condition** of this policy will not prevent **us** from relying on such terms and **conditions** thereafter.

11 MAKING A CLAIM

To make a claim, just call the Hive Insurance Services Claims Team on 074 9161868* or email enquiries@hiveinsure.ie and **we** will send a claim form to **you**.

You must provide **us** with the information stated under each **benefit** and any further information **we** ask for, such as medical certificates or reports. These documents are to be provided at **your** expense. **You** may also be required to have a medical examination when and as often as it may be necessary during the claim and/or payment of a claim.

If **you** or any other person covered under **your** policy, are insured for any **treatment** for any of the specified **benefits** with a different insurer **we** will only pay **our** proper share of the claim.

All claims are assessed by reference to this document and the Certificate of Registration. The decision of any independent Medical Advisor appointed by **us** shall be conclusive and binding on both parties. Claim forms should be returned back to Hive Insurance Services.

If you are receiving benefits under this insurance you or your employer will need to continue to pay the premium in order to maintain cover under this insurance.

12 MAKING A COMPLAINT

We aim to provide the highest standards of service at all times. Should **you** have a complaint about the sale, administration or claims handling of **your** policy, please contact Hive Insurance Services, Office 15, Lakeview Point, Unit 24 Claregalway Corporate Park, Claregalway, Co. Galway, H91 PX38, telephone 074 9161868*, and **you** will be provided with details of **our** complaints procedure.

If **your** complaint is not resolved to **your** satisfaction, **you** may ask the Financial Services and Pensions Ombudsman to review **your** case. Their contact details are: 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Tel: (01) 567 7000. Email: info@fspo.ie. Website: www.fspo.ie

For complaints relating to the policy wording:

Please contact Cowen Insurance Company Limited, Level 3, Gasan Centre, Triq il-Merghat, Zone 1, Central Business District, CBD 1020, Birkirkara, Malta.
Telephone: +356 2016 2600.

After this action, if **you** are still not satisfied with the way **your** complaint has been dealt with, **you** can ask the Office of the Arbiter for Financial Services (Malta) to review **your** case. Their contact details are the Office of the Arbiter for Financial Services, First Floor, St Calcedonius Square, Floriana FRN1530, Malta. Telephone +356 2124 9245.
Email: complaint.info@financialarbiter.org.mt
Website: www.financialarbiter.org.mt

A leaflet explaining the functions of the Financial Services and Pensions Ombudsman or the Office of the Arbiter for Financial Services (Malta) is also available upon request.

Both the Financial Services and Pensions Ombudsman and the Office of the Arbiter for Financial Services (Malta) have 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 the making of a complaint does not affect **your** right to take legal proceedings.

Leaflets explaining the functions of the Financial Services and Pensions Ombudsman and the Office of the Arbiter for Financial Services (Malta) are also available on request.

13 LEGAL

TRANSFER

You cannot transfer or sell the rights or **benefits** under this policy.

FALSE AND MISLEADING INFORMATION

Any fraudulent, false or misleading statements made by **you** either when applying for **your** policy or in relation to any other matter affecting **your** policy or when **you** are making a claim may result in **your** policy becoming invalid and **you** losing all **your** entitlement to **benefits** under this policy.

We may use video surveillance to investigate any claim that **we** have good reason to believe may be fraudulent.

GOVERNING LAW

English law applies to this policy unless **you** have asked for another law and **we** agreed to this in writing before the **start date**. Unless otherwise agreed, the contractual terms and **conditions** and other information relating to this contract will be in English.

ACCESSIBILITY

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 to be provided so that we can communicate in an appropriate manner.

SAFEGUARDING YOUR PREMIUMS AND CLAIM PAYMENTS

All premium payments from **you** and due to the insurer for this policy will be held by Hive Insurance Services on behalf of the insurer. Hive Insurance Services will hold any premium refund or claim **benefit** that is due to **you** from the insurer.

Any premium collected by Hive Insurance Services will be immediately deposited in a bank account held in the name of the insurer. This means that once a premium is paid to Hive Insurance Services it is deemed to have been received by the insurer and that all claims **benefits** and premium refunds from the insurer are not deemed to have been paid until **you** have actually received them.

SANCTIONS

We will not provide cover and will not be liable to pay any claim where the provision of such cover 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.

14 DATA PRIVACY

When processing **your** personal information for the purpose of administering this **policy**, Cowen Insurance Company Limited and Hive Insurance Services, a wholly owned subsidiary of Hive Insurance Services Limited, act as Joint Data Controllers and in the event of a complaint the Lead Supervisory Authority will be The Data Protection Commission (DPC).

Please visit the Privacy Policy page on **our** website, www.hiveinsure.ie, for further information about how and when **we** process **your** personal information.

HOW WE USE YOUR INFORMATION

The personal information, provided by **you** (or anyone acting on **your** behalf), is collected by or on **our** behalf and may be used by **us**, **our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, research or for statistical purposes.

We may process **your** information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as 'special category data', **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- › It is necessary for **us** to process **your** personal information to provide this **policy** and services related to it. **We** will rely on this for activities such as assessing **your** application, managing **your** policy, handling claims and providing other services to **you**
- › **We** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. **We** will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services, and providing information about **our** products and services to **you**
- › **We** have a legal or regulatory obligation to use such personal information
- › **We** need to use such personal information to establish, exercise or defend **our** legal rights
- › **You** have provided **your** consent to **our** use of **your** personal information, including special category data

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:

- › Reinsurers, Regulators and Authorised/Statutory Bodies
- › Credit reference agencies
- › Fraud prevention agencies
- › Crime prevention agencies, including the police
- › Suppliers carrying out a service on **our** behalf
- › Other insurers, business partners and agents
- › Other companies within Hive Insurance Services Limited

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.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating.

AUTOMATED DECISIONS

We may use automated tools with decision making to assess **your** application for insurance and for claims handling processes. If **you** object to an automated decision, **we** may not be able to offer **you** an insurance quotation.

HOW TO CONTACT US

Please contact **us** if **you** have any questions about **our** privacy policy or the information **we** hold about **you**: The Data Protection Officer, Hive Insurance Services, Office 15, Lakeview Point, Unit 24 Claregalway Corporate Park, Claregalway, Co. Galway, H91 PX38.

* Calls are recorded for training and monitoring purposes, and a record kept for regulatory purposes.



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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.

This product is insured by Cowen Insurance Company Limited (company registration number C55905), with registered office at Level 3, Gasan Centre, Triq il-Merghat, Zone 1, Central Business District, CBD 1020, Birkirkara, Malta. Cowen Insurance Company Limited is an insurance company authorised under the Maltese Insurance Business Act (Cap. 403 of the Laws of Malta) to carry on general business and is regulated by the Malta Financial Services Authority. **MCPIP05/2023**