

# Income Protector

provided by a company

Form: IPP2CAA/IPG2CAA

TC 1004 (REV 02-11)

# terms & conditions

## booklet

This is the Terms and Conditions booklet for your Income Protector plan. Please keep this document safe in your welcome pack, as you will need it again in the future.

## Introduction

This plan is designed for companies which want to provide a monthly income if a director or senior employee (the life assured) cannot carry out their normal work as a result of an illness or injury. We provide cover within limits for people with earned income to protect. We will only pay a benefit after the first 13, 26 or 52 weeks of incapacity.

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

The plan consists of the schedule, this set of terms and conditions, the application form, any related information, 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 the application form and any related document is true and complete and that we have been given all relevant information. If this is not the case, we will be entitled to declare the plan void. If this happens, you will lose all your rights under the plan, we will not pay any claim and we will not refund any payments. Information is 'relevant' if it might influence the judgement of a reputable insurer when fixing the payment or level of benefits or when deciding whether to provide cover at all.

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 provided under this plan are shown in the schedule. If a benefit is not mentioned in the schedule, we do not provide that benefit.

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

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 euro.

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 prevented from fulfilling our obligations to you or from doing so in a timely manner. If this happens, we are not liable for any loss, damage or inconvenience caused.

More detailed information on all these matters is in the relevant sections of this Terms and Conditions booklet.

### **How does the plan work?**

You choose the amount of cover you want for the life assured, within limits, and make the payments to us as set out in the schedule. If the life assured cannot work for more than 13, 26 or 52 weeks as a result of illness or injury, we will pay the appropriate benefit to you.

### **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 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 broker or Irish Life advisers before you cancel your plan.

### **Complaints**

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

Financial Services Ombudsman  
3rd Floor  
Lincoln House  
Lincoln Place  
Dublin 2.  
Lo-call: 1890 88 20 90  
Fax: 01 6620890  
Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)  
Website: [www.financialombudsman.ie](http://www.financialombudsman.ie)

### **Writing to us**

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

Irish Life Centre  
Lower Abbey Street  
Dublin 1.

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# Section 1

## Definitions

### **Benefit or benefits**

The benefit shown in the 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 either 13, 26 or 52 weeks in a row (see your schedule).

### **Earnings**

The life assured's salary or wage for PAYE assessment purposes (before deductions) including overtime and regular bonuses for the 12 months up to and ending at the start of the deferred period.

### **Expiry age**

The age shown in the schedule. All cover and incapacity benefit, if we are paying it, ends when the life assured reaches this age.

### **Expiry date**

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

### **Incapacity**

Incapacity means that the life assured is totally unable to carry out the main duties of their normal occupation at the time of incapacity. The life assured must also not be following any other occupation. This incapacity must arise as a result of illness or injury and this must

be confirmed by our chief medical officer. Main duties are those normally needed to do a job and which cannot reasonably be left out or altered.

### **Incapacity benefit**

The amount shown in the schedule.

### **Increase date**

If you have chosen to accept the indexation option, this is each anniversary of the start date shown in the schedule. On this day each year we will increase your benefit. Your payment will also increase (see section 4.5).

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 4.6).

### **Life covered**

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

### **Month**

A calendar month.

### **Pension payment protection**

The amount (if any) shown in the schedule.

### **Payment**

This is:

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

### Payment review date

This is the 5th anniversary of the start date shown in the 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).

### 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 proposer;
- 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 schedule. Cover will start on this date.

### We, us, our

Irish Life Assurance Plc.

### You, your

The company named as proposer in the schedule and which is responsible for making the payment and is legally entitled to the plan benefits.

## Section 2

### Legal basis of cover

2.1 We have issued this plan to you on the understanding that the information given in the application form and any related document is true and complete and that we have been given all relevant information. If this is not the case, we will be entitled to declare the plan void. If this happens, you will lose all your rights under the plan, we will not pay any claim and we will not refund any payments. Information is 'relevant' if it might influence the judgement of a reputable insurer when:

- fixing the payment or level of benefits;
- deciding whether to add exclusions or attach conditions; or
- deciding whether to provide cover at all.

During the lifetime of the plan you must let us know immediately about any change of employment status of the life assured or if you wind up the business (see section 7.1).

2.2 If cover ends but we reinstate it under section 3.4, we will do this on the understanding that the information given in the evidence of health form and any related document is true and complete. We must also have received all relevant information.

If this is not the case, we will be entitled to declare the plan void. If this happens, you will lose all your rights under the plan, we will not

pay any claim and we will not refund any payments. Information is 'relevant' if it might influence the judgement of a reputable insurer when fixing the payment or the level of benefits; when deciding whether to reinstate cover at all; or when deciding whether to apply exclusions or attach conditions.

## Section 3

### Making payments

3.1 Although each payment is due on the payment dates shown in the schedule, we give you 30 days to pay it. 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 refused by your bank.

3.3 If your plan ends as described in section 3.2, you can restore your cover within 90 days from the date we expected to receive the first unpaid payment. You must make all the payments which you would have had to pay if cover for the life assured 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, the life assured must fill in an evidence of health and occupation form and you must 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 the life assured's health or occupation is now different to that declared on the application form, we may refuse to restore cover. Or, we may restore the cover, but:

- reduce the expiry age;
- increase the 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.

and you or the life assured fail to tell us immediately about this; or

- if the life assured stops being employed by you (section 7.1);

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 payments again.

#### 4.4 Pension payment protection

This paragraph only applies if pension payment protection is shown in your schedule.

If we pay a claim for incapacity benefit, we will also credit the pension payment protection amount set out in the schedule plus the amount (if any) by which it has been increased under the indexation option. This amount will depend on any limits in section 5.2. The purpose of pension payment protection is to pay pension contributions to one of our pension plans during a period when we pay incapacity benefit. We make these payments to your employee's pension plan without passing them to you every calendar month, for the month just passed. You cannot use any benefit under pension payment protection for any other purpose. When incapacity benefit ends, all payments under pension payment protection will also end and you will be responsible for paying the contributions on the pension plan again. All the normal plan terms and conditions apply to pension payment protection.

## Section 4

### Cover

4.1 If we accept a claim for incapacity benefit, (see definitions section), we will pay you the incapacity benefit set out in the 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 contained in section 5.1. We will do this for any continuous period of incapacity lasting longer than the deferred period. In other words, we will not pay incapacity benefit for the deferred period (13, 26 or 52 weeks as shown in the 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 schedule;
- when the life assured dies;
- when the life assured returns to work;
- if our chief medical officer decides that incapacity has ended;
- if the life assured goes back to their normal occupation or takes up another occupation

#### 4.5 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 the incapacity benefit and pension payment protection (if it applies). The increase will apply from the increase date (see definitions section). The increase we offer will be 5% each year or the rate of increase in the Consumer Price Index if higher. The life assured does not need to give evidence of health for these increases. In accepting these increases, you should check that the incapacity benefit in any year, compared to the life assured's earnings, is not more than the maximum we will pay as set out in section 5.1.
- (b) Your payment will increase to reflect the increase and the age of the life assured. This increase in payment is likely to be higher than the percentage increase in incapacity benefit. We will tell you about this increase in payment when offering you the chance to increase your benefits.
- (c) If you want to cancel an increase in benefits, you must write and tell us before the increase date. If you do not cancel an increase in benefits, your increased payment will be due from the increase date.
- (d) If you do not cancel an increase in benefits, we will offer you an increase 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 or any higher amount as we may decide on.

#### 4.6 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 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 the life assured owns more than one Income Protector plan, this maximum applies to the sum of all benefits plus any increases over all plans held
- the extra premium charged for any increase in benefit will be the same as the premium you would be charged if you were taking out a new plan for the increased amount. If you pay reviewable premiums, this extra premium may change at a review date as explained in section 9.1. If you pay guaranteed premiums, the extra premium 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.

#### 4.7 Partial benefit

If the life assured, after a period of incapacity for which we have paid incapacity benefit, goes back to their normal occupation in a limited capacity at reduced earnings or takes up another occupation at reduced earnings, we may pay part of the benefit. This depends on the conditions that:

- the life assured remains totally unable to carry out the main duties of their 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 the life assured receives from their new occupation. If pension payment protection applies as in section 4.4, we will reduce the benefit we will pay in direct proportion to the life assured's new earnings compared to their earnings before the start of the deferred period. 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 schedule;

- when the life assured dies;
- if the life assured retires and is receiving income from a pension fund;
- if the life assured retires and is receiving income from a pension fund; or
- if the life assured becomes unemployed or stops being employed by you or if you wind up the business (see section 7.1);

whichever is earliest.

4.9 The life assured can own more than one Income Protector plan however there is a limit on the amount of benefit they can receive from all Income Protector plans held. See section 5 for details on this. The limits set out in section 5 apply to the total benefit amount from all Income Protector plans held by the life assured.

**Note:** The life assured cannot take out another Income Protector plan during a period of incapacity that lasts a week or more, within six months of a period of incapacity or while they are receiving any benefit under their current Income Protector plan.

## Section 5

### Limits to the amount we will pay

5.1 The incapacity benefit your plan provides is shown in the schedule. This amount plus the amount (if any) by which we have increased it under the indexation option (section 4.5) and or the top-up option (section 4.6) is the most we will pay if you make a claim.

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

- (a) our overall maximum incapacity benefit of €250,000 a year or any higher amount we may decide to use; and
- (b) 75% of the life assured's yearly earnings less:
  - the amount of any salary, earnings, profit, reward or other earned income which the life assured continues to receive from any source;
  - the amount of any income the life assured receives 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 further amendments, the life assured is entitled to (including adult dependant allowance but not including any amounts for dependent children); and
  - the amount of any regular benefit you are receiving for the life assured or that the life assured is receiving from any other form of 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 the life assured has 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 schedule.

5.2 This paragraph only applies if pension payment protection is shown in your schedule.

The amount of pension payment protection provided by the plan is shown in the schedule. This amount, plus the amount (if any) by which we have increased it under the indexation option (section 4.5), is the most we will pay if you make a claim.

The actual amount we will pay cannot be more than the lower of:

- €63,500;
- 40% of the life assured's yearly earnings; and
- the average yearly amount of regular pension contributions paid to an Irish Life Assurance plc pension plan in the three years immediately before the start of the deferred period. We will not take account of any single payments to any pension plan when we work this out.

We will not refund any payments if, as a result of this paragraph, we pay less than the amount of pension payment protection shown in the schedule.

## Section 6

### Increase in benefit during a claim

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

If we pay a claim for incapacity benefit, we will increase the incapacity benefit amount we will pay together with any pension payment protection (section 4.4) amount 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, leaving employment or the business winding up

7.1 Your income protector is an income-replacement plan. If the life assured becomes unemployed or stops being employed by you during the lifetime of the plan, cover will end immediately on this date. You should tell us to stop your payments. If the life assured becomes unemployed or stops being employed by you during the deferred period, cover will end immediately and we will not pay a claim.

If during the lifetime of the plan you stop trading, wind up your business or go into liquidation, cover will end immediately from this date. You should tell us to stop your payments.

If, while we are paying incapacity benefit the life assured stops being employed by you, we will stop paying incapacity benefit and all cover will end immediately.

If, while we are paying incapacity benefit, the life assured becomes unemployed because you wind the business up or it is liquidated (other than for the purposes of reconstruction or amalgamation), we will pay the incapacity benefit directly to the life assured. Pension payment protection (if it applies) will end in these circumstances from the date you stop trading, wind up or liquidate. However if the life

assured is entitled to a severance or redundancy payment, we will stop paying incapacity benefit and all cover will end immediately.

# Section 8

## Exclusions and where the life assured lives

8.1 We will not pay incapacity 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 the life assured taking part in a criminal act.
- If the conditions causing the claim are self-inflicted or caused, directly or indirectly, by the life assured taking alcohol or drugs.
- If the life assured fails to follow reasonable medical advice in relation to the incapacity.
- If the claim is caused by the life assured taking part in any of the following activities.
  - Abseiling
  - Bobsleighing
  - Boxing
  - Flying, other than as a fare-paying passenger on a regular public airline
  - Hang-gliding
  - Horse racing
  - Motorcar or motorcycle racing or sports
  - Mountaineering

- Parachuting
- Potholing or caving
- Powerboat racing
- Rock climbing
- Scuba diving

8.2 We will not pay incapacity benefit if the life assured leaves employment, becomes unemployed or you wind up your business (see section 7.1).

8.3 We will only pay normal incapacity benefit if the life assured lives, for tax purposes, in Ireland or the United Kingdom. If, at the time of a claim for incapacity, the life assured is living outside of Ireland or the United Kingdom, we will only pay incapacity benefit for up to 13 weeks in any one year. We will not pay more than 39 weeks' benefit in total, over the lifetime of the plan.

## Section 9

### Plan payments review (Reviewable plan only)

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 5th 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

10.1 If you think the life assured qualifies 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 arrange for the life assured to fill in a claim form and to have a separate claim form filled in by their own doctor or specialist. You or the life assured will have to pay any costs involved. These forms must be sent to us within two weeks of us posting them to you.

If we do not receive filled-in claim forms within six months of the end of the deferred period, we can refuse to pay a claim for incapacity benefit altogether. If forms are sent to us 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 the life assured's own doctor.
- Proof (in the form of a birth certificate) of the age of the life assured.
- Proof that you are entitled to claim the

incapacity benefit. This could include proof that you and the life assured have followed these terms and conditions and any special conditions shown in the plan schedule.

- Evidence of earnings, in the form of a copy of the life assured's P60 for the tax year immediately before the start of the deferred period. And, a note from you as employer confirming the life assured's earnings in the 12 months immediately before the start of the deferred period.

You or the life assured must provide and pay for any certificates, tests, information or evidence which we reasonably need to prove your claim. The life assured 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, or the life assured, fail to meet these requirements within a reasonable time, or if the life assured fails to follow the advice of a registered medical practitioner, we will not pay the benefits. We may also change the benefits for the life assured or end the plan altogether.

We may also arrange to have the life assured visited in their own home before or while we are paying incapacity benefit. We may not tell you, or the life assured, before some of these visits. We may also contact the life assured 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 the life assured, either before any decision is made to admit their claim or while their claim is in payment, to undergo medical rehabilitation, or while their claim is in payment, we may ask the life assured to partake in a career change programme to rehabilitate them back into the workforce. If they refuse to comply with such a request within 3 months without reasonable cause, we reserve the right to cease payments on their claim.

We will only accept a claim if we are satisfied that the life assured is entitled to incapacity benefit and, in particular, that they meet the definition of incapacity. This means that there will be a delay between the date on which the claim is made and the date on which we might accept it. We will try to keep the delay as short as possible. We assess all claims individually to make sure they are valid. When assessing the claim, we will consider the effect of the life covered's illness or injury on how fit they are for their normal occupation. The availability or lack of actual employment opportunities will not affect our assessment.

You or the life assured must let us know immediately if the life assured goes back to their normal occupation or takes up another occupation while receiving incapacity benefit. If

you or the life assured 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, the life assured goes back to their normal occupation but is then incapacitated from the same cause within the following 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 the life assured's date of birth is as shown on the application form. When you make a claim, we will ask for proof of the date of birth. If the date of birth on the application form is not correct, and the life assured is older than shown, we will work out the incapacity benefit again in line with the correct date of birth.

## Section 11

### Tax

11.1 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 February 2011). We will deal with this plan in line with the requirements of the Revenue Commissioners. If 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 income tax, PRSI and the Universal Social Charge from all incapacity benefit payments.

# Section 12

## Other information

- 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 You cannot transfer (assign) the benefit of this plan to someone else.

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