



Select income protection plan (Ireland)

**Income protection plan for
dental professionals in Ireland**

Table E2

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Table E2

1 Introduction

1.1 Purpose of the plan

This **plan** is designed to pay **you** regular **benefits** to help replace the income **you** lose if **you** cannot work in **your occupation** because of **your incapacity**.

This plan is not designed to pay out if **you** cannot work for any other reason, including but not limited to events such as:

- If **your** contract ends, is suspended or terminated
- **you** are made redundant, **you** resign, or are dismissed
- **you** are suspended or otherwise prevented from working as a result of any governmental, legal, disciplinary or regulatory advice, guidelines or rulings.

Under this **plan** biological or psychological condition lying within the range of normal, age-appropriate human variation are not regarded as an **incapacity**, and it is a requirement of the **plan** that an **incapacitated planholder** must continue to receive **generally accepted medical treatment** throughout a claim.

1.2 Your responsibilities

In addition to the general terms and conditions of **your membership** in **our rules**, **you** must also comply with the specific terms and conditions of **your plan** as set out in this **table** and **your benefit statement**. If **you** do not, **we** may refuse to pay **your benefits**, cancel **your membership** or both.

You should not insure **yourself** for more than what **you** are entitled to receive. **You** also have a continuing responsibility for ensuring that **your plan** is appropriate to **your** professional and personal circumstances.

2 Definitions and interpretation

The terms highlighted in **bold** in this **table** are defined terms and have the specific meaning as explained below.

actuary	The actuary as defined in the rules .
benefits	The regular amounts we pay you on account of a valid claim, based on your cover , subject to the terms and conditions of the plan .
benefit statement	The statement we periodically send you detailing the features of your plan .
board	Our board of directors.
cover	Your insurance under the plan .
deferred period	The number of consecutive weeks from the start of your incapacity which must pass before you become entitled to receive benefits . The deferred period applicable to your benefit is shown in your benefit statement .
dental professional	A person who is properly licensed to legally practice as a dentist, clinical dental technician, dental hygienist, dental technician, dental therapist, or orthodontic therapist in the UK or Ireland .
doctor	A person, other than you , a family member or your business colleague, who is properly licensed to legally practice as a medical doctor in the UK or Ireland (or other countries approved by us).
expiry date	The date on your benefit statement showing when your entitlement to benefits will end. Your plan will end when all your covers expire, which will normally be your 65th birthday unless special conditions apply to your plan or you have chosen a different date. Your plan will automatically expire if you : <ul style="list-style-type: none"> • die • accept a lump sum settlement for a claim where we are satisfied the incapacity is expected to last throughout your life • cannot work in your occupation because of a permanent and irreversible incapacity which is excluded under your plan or for which you can no longer receive any benefits. <p>After the age of 55, you can reduce the expiry date of your cover to any birthday in the future.</p>

family member	Your spouse, parents, siblings, children and their spouses, civil partners or children or anybody living at the same address as them.
generally accepted medical treatment	Treatment which is based on: <ul style="list-style-type: none"> credible scientific evidence published in peer-reviewed medical literature; and generally recognised by the relevant medical community and consistent with: <ul style="list-style-type: none"> the appropriate standards set in your local or national medical guidelines the views of specialists in relevant clinical areas and any other factors, we consider relevant.
incapacity/incapacitated/incapacitating	The definition of incapacity applicable to your plan is shown in your benefit statement . <p>A – Own occupation definition</p> <p>Incapacity means we are satisfied that as a result of an illness or injury:</p> <ul style="list-style-type: none"> you are unable to perform the material and substantial duties of your occupation you are not following any other occupation, except where you are making a phased return to work and we have agreed to pay you reduced benefits your income from your occupation has reduced as a result. <p>B – Suited occupation definition</p> <p>Incapacity means we are satisfied that as a result of an illness or injury:</p> <ul style="list-style-type: none"> you are unable to perform the material and substantial duties of your occupation and the material and substantial duties of any occupation which you are reasonably suited as a result of your education, training or experience you are not following any other occupation your income from your occupation has reduced as a result. <p>C – Activities of daily living definition</p> <p>Incapacity means we are satisfied that as a result of an illness or injury, you are unable to perform three or more of the following activities without the assistance of another person:</p> <ul style="list-style-type: none"> feed yourself when food has been prepared and made available put on, take off, secure and unfasten all garments and, if necessary any braces, artificial limbs or other surgical appliances wash in the bath or shower, including getting in and out of the bath or shower, or wash satisfactorily by any other means maintain a satisfactory level of personal hygiene by using the toilet or otherwise manage bowel or bladder function get out of bed into an upright chair or wheelchair and back again get from room to room on a level floor.
Ireland	The Republic of Ireland.
irreversible	In our reasonable opinion, cannot be reasonably improved upon by any medical treatment and/or surgical procedures available throughout the remaining duration of the claim.
material and substantial duties	The main tasks and duties, which are normally required for the satisfactory performance of an occupation and which cannot be reasonably omitted or modified.
member/membership	Our member in accordance with our rules .
occupation	Any trade, profession or other work done for any form of reward. It is not dependent on the availability of work or any particular business, job description and location.
our/society/us/we	Dentists' Provident Society Limited.
permanent	A condition that we agree is expected to last throughout your life with no prospect of improvement, irrespective of the expiry date of your cover or when you expect to retire.
plan	The select income protection plan (E2), your membership and the products and services provided to you thereunder, subject to the terms and conditions of each.

planholder/you/your	The person named in the benefit statement who has the plan as part of their membership .
pre-incapacity income	The income from your occupation made up of: Income from your employment Your recurring salary, overtime payments, bonuses and benefits in kind before tax earned in the 12 months immediately before the start of your incapacity . If you work in and are also a shareholder and director of a close company, we will include the 12 month average of your beneficial share of the recurring distributable profits earned in the 36 months immediately before the start of your incapacity within your income from employment. In case the average is a loss, we will reduce your income from employment by your share of the loss. Income from your self-employment The 12 month average of your beneficial share of the recurring pre-tax profits from all your businesses before tax earned in the 36 months immediately before the start of your incapacity after deducting any allowable expenses, reliefs and allowances against income tax. If you have not been working for the full 36 months before the start of your incapacity , we will estimate what you would have earned based on the period that you actually worked. If you have a progressive illness, we may at our complete discretion, base our calculations on the annualised average of your three best years within the last five years, if we are satisfied this more accurately reflects your pre-incapacity income .
recurring	Excluding items which are rare, infrequent or unusual in nature either on account of their value or frequency.
rules	Our rules, as updated from time to time.
specialist	A doctor who is legally entitled to practice as a consultant or equivalent in the UK or Ireland (or other countries approved by us).
table	This appendix, setting out the terms and conditions of the plan .
UK	The United Kingdom of Great Britain and Northern Ireland and its Crown dependencies.

3 Eligibility

3.1 Who can have this plan

You can only take out this **plan** for **yourself** and the **cover** under the **plan** is only available to **dental professionals** of less than 57 years of age who live in **Ireland**.

3.2 Application and admission

If **you** make an application for **cover** under this **plan** or any other changes which increase **your** premiums or **our** potential liability, **you** agree to give **us** all the consents, personal, medical and financial information **we** ask for, in the form **we** specify. **We** may ask **you**, at **our** cost, to have examinations, tests or investigations by a **doctor** or an appropriate health professional, approved by **us**, on any matter connected with **your** application.

3.3 Changing your cover

You can only ask to increase **your cover** if **you** live in **Ireland** and before **you** are 57. However, the age limit does not apply to increasing **your cover** under the guaranteed increase in **cover** option.

You can reduce **your cover** at any time.

3.4 Special conditions

In assessing any application for **cover**, **we** will act reasonably, proportionately and in accordance with **our** legal and regulatory duties. After considering **your** application, **we** may decide that **we** cannot offer **you** the **cover you** asked for. If this happens, **we** may refuse **your** application or we may:

- refuse to allow **you** to have certain features of the **plan**
- refuse to insure **you** for certain conditions
- change the **expiry date** of **your cover**
- offer **you cover** on terms and conditions which are different from **our** standard terms and conditions
- offer **you** different **cover** to what **you** applied for
- charge **you** a higher premium than **our** normal premium rates.

If **we** refuse **your** application, **we** are not obliged to give you a reason for our decision. However, if **we** decide to apply any special conditions to any of **your cover**, **we** will inform **you** of these in writing. **We** will need **your** written acceptance of the special conditions before proceeding with **your** application.

In the event of a conflict between **our** standard terms and conditions and the special conditions applicable to **your plan**, the special conditions shall take precedence over **our** standard terms and conditions.

In **our** absolute discretion, **we** may reduce **your** premiums if **we** refuse to insure **you** for certain conditions.

3.5 Change of occupation

You do not have to tell **us** if **you** change **your occupation** after the start of **your cover**. If **you** make a claim **we** will assess it against **your** inability to perform the **occupation you** were engaged in when **your incapacity** started and not **your occupation** when **your cover** started.

4 Premiums

4.1 Paying your premiums

Your premiums are due from when **your cover** starts up to and including the **expiry date** and are payable monthly in advance by direct debit from **your Irish** personal bank account. Unless **you** have chosen the waiver of premium option, **you** need to continue paying **your** premiums for the **cover** during a claim.

How much and when **you** need to pay are shown in **your** most recent **benefit statement**. **We** calculate **your** premiums in accordance with **our** standard premium rates for **your cover**. If **you** have customised **your cover** or **we** decide to apply special conditions or discounts to **your plan**, these can also affect **your** premiums. Copies of **our** standard premium rates, as applicable to **your cover**, are available upon request.

If **you** do not pay **your** premiums by the due date, **we** may stop **your benefits**. If **you** cannot pay **your** premiums, **you** should contact **us** as soon as possible. At **our** discretion, **we** may be able to offer **you** special arrangements to settle what **you** owe, based on **your** circumstances and **membership** history.

4.2 Age related premiums

If **you** have chosen age related premiums, then the premiums for **your cover** will increase as you get older. **Your** premiums will rise in January each year based on **your** age as at 31 December of that year.

Our age related premium rates are reviewable and not guaranteed. **We** can change them from January every year.

In setting the age related premium rates **we** make a number of assumptions about the demographics of **our members**, legal and regulatory environment, taxation, future levels of inflation, claims, income, expenses and persistency affecting the **plan** and the **society** as a whole.

If **our** view of the above factors is different to that at the previous review, **we** will use a fair and reasonable basis for calculating its effect on **our** standard premium rates and as a result **your** premiums can increase, decrease or remain unchanged after each review.

We can also change **your** premiums if **we** change the terms and conditions of the **plan** in accordance with the **rules**.

If **your** premiums change, **we** will give **you** at least 60 days advance notice. If **your** premiums increase, **you** can ask **us** to keep them the same and reduce **your cover** or **shares**.

4.3 Guaranteed premiums

If **you** have chosen guaranteed premiums, then **we** will calculate the premiums for **your cover** based on **your** age as at 31 December of the year when **your cover** starts and these will not normally increase, unless:

- **your cover** increases
- **we** allow **you** to add other features to **your plan**
- **you** use an option that increases **your** premiums
- there are any changes to the **plan** which increase **your** premiums.

We will not increase **your** premiums because **our** claims experience deteriorates. However, in setting the guaranteed premium rates **we** make long term assumptions about the

general business and economic environment and legal, regulatory and taxation factors affecting the **society** and the **plan**. If there are significant changes to these long term factors, or it becomes impracticable or impossible to give full effect to the terms and conditions applying to **your cover**, or failing to make the change could, in **our** reasonable opinion, result in **our** with-profits members not being treated fairly or there are any other events outside **our** control, **we** may change **your** premiums, subject to approval by the **board** and the **actuary**.

5 General benefit conditions

5.1 The maximum benefits we will pay

The total **cover**, disregarding any increases from the guaranteed increase in cover option and the inflation linking option, **you** may have under this and any other protection only plans **we** offer, may not exceed €104,000 per annum.

Your benefits are based on **your pre-incapacity income** and not **your** income from **your occupation** at the start of **your plan**. The maximum **benefit we** will pay under the **plan** in any twelve month period (adjusted proportionately for a claim of less than twelve months) is:

- 75% of **your** first €60,000 of **pre-incapacity income**, plus
- 60% of **your pre-incapacity income** above €60,000.

We will reduce the maximum **benefits we** will pay by any income **you** earn from other sources during **incapacity**, whether payable to **you** or to a third party on **your** behalf, including:

- any regular insurance benefits arising under policies against **incapacity**
- any salary, bonuses, benefits in kind, profit share or other business income accruing during **your incapacity**
- the distributable profits attributable to your shareholding accruing in any private company in which **you** are both a director and an employee
- any pension **you** would receive during **your incapacity**, before exchanging any part of it for cash.

Where any of this **income** is taxable, **we** will only take into account 80% of the gross amount, for the purposes of **our** calculations.

If the **benefits we** are paying **you** increase as a result of the inflation linked benefits option, **we** will also adjust **your pre-incapacity income** appropriately, using the same index. **We** will not do this if **we** are paying **you** reduced **benefits** under section 5.7.

If **we** have to limit **your benefits** then **we** will not refund any premiums.

5.2 When the benefit payments will stop

We will pay **your benefits** monthly in arrears after the end of **your deferred period**. Where **your** claim is for less than one month, **we** will pay **your benefits** at the end of the claim.

We will stop paying **you benefits** under this **plan** when the earliest of the following happens:

- **you** are no longer **incapacitated**
- the **cover** reaches its **expiry date**
- **your plan** or **cover** is cancelled
- **you** die
- **you** no longer meet **our** requirements for the payment of **benefits**.

5.3 What is not covered by the plan

We will not pay for any **incapacity**, specifically excluded by the special conditions applicable to **your cover** or directly or indirectly related to:

- participation in a criminal act
- deliberate self-harm or alcohol, drugs or substance abuse
- failure to keep **your** recommended immunisations up to date
- procedures and treatments which are not medically necessary, unless the result of an illness or injury and **your specialist** recommends that **you** have the procedure or treatment.

5.4 Notifying us of your claim

If **you** want to make a claim, **you** must notify **us** within:

- two weeks of the start of **your incapacity** if **your deferred period** is less than five weeks
- four weeks of the start of **your incapacity** for all other **deferred periods**.

If **you** do not notify **us** within the above time limits, **we** may postpone or refuse **your** claim.

Where **your plan** has multiple **benefits**, **we** will calculate the notification limits on the **benefit** with the shortest **deferred period**.

5.5 Our requirements regarding claims

You must complete and return **our** claim form and give **us** any other information **we** ask for as soon as possible. If **you** do not return **your** claim form within 90 days of the end of **your deferred period** or give **us** the information **we** ask for or follow **our** reasonable instructions, within the time limits **we** specify, **we** may refuse or postpone **your** claim.

In addition **you** must:

- be diagnosed with the **incapacity** by a **doctor**, approved by **us** and whose specialism **we** consider appropriate to **your incapacity**
- be receiving regular supervision and **generally accepted medical treatment** from a **doctor**, approved by **us** and whose specialism **we** consider appropriate to **your incapacity** and
- comply with their treatment recommendations.

We may also ask, before accepting **your** claim or at any time during **your** claim for **you** to:

- be medically examined by a **doctor** of **our** choosing
- have any investigations or tests
- give **us** the consents **we** ask for in respect of **your** claim
- be available, to meet with **our** appointed representative for an interview about the claim. This could be at **your** home, on the telephone or any other place as **we** reasonably specify. On rare occasions, these interviews could be unannounced.

At **our** discretion **we** may reimburse **you** reasonable travel costs within **Ireland** in connection with the above. If **you** are outside **Ireland**, **we** may ask **you** to return to **Ireland** for the above. **We** will not pay for any travel costs **you** incur in returning to **Ireland**.

You are also responsible for the cost of providing all routine financial and medical evidence to support the admission and continued payment of **your** claim. **We** will only pay for the cost of examinations, tests and investigations **we** specifically commission. If **we** incur any costs as a result of **you** not

attending a prearranged appointment for a meeting with **our** representative or for any investigation or tests, **we** reserve the right to offset these costs against any **benefits** payable to **you**.

We will review **your** claim at least once every twelve months and more frequently, if **we** consider it necessary, on both medical and financial bases to make sure that cumulatively **we** have paid **you** the appropriate **benefits** under **your** claim and **we** reserve the right to recover any overpaid **benefits** by any reasonable means. Where **your** monthly income, before or after **incapacity**, fluctuates, **we** will use the information **you** provide to calculate a smoothed average for the purposes of calculating the **benefits** under the **plan**.

You should tell **us** as soon as possible if there is any change to **your** health, financial or personal circumstances that may affect **your benefits**. In particular, **you** should tell **us** if **you** carry out a work related activity, whether paid or unpaid, including voluntary work.

If **you** do not fulfil **our** requirements regarding claims **we** may refuse or stop paying **your benefits**.

5.6 Recurrent incapacity

If **you** become **incapacitated** within 12 months of the end of **your** claim and both periods of **incapacity** arise from the same cause, **we** will consider the second claim as a continuation of the first claim.

5.7 Phased return to work

This section only applies to **cover** subject to definition **A** of **incapacity**.

If **your** claim fulfils definition **A** of **incapacity** and after a period of **incapacity**, **you** only recover sufficiently to:

- return to **your** own **occupation** on a part-time basis for a lower income, or
- return to a different **occupation** for a lower income

We will consider paying **you** reduced **benefits**, if **you** remain **incapacitated**, subject to the following, in addition to **our** normal conditions for a claim:

- **you** have been advised by **your specialist** to make a phased return to work and remain under their regular supervision and continue to receive **generally accepted medical treatment** from them for **your incapacity** throughout the period **you** receive reduced **benefits** from **us**
- **you** have continuously received **benefits** from **us** for at least three months before the reduced **benefits** become payable
- **your incapacity** limits **your** ability to perform the **material and substantial duties** of **your occupation** to no more than the lower of:
 - 18 hours per week or
 - 55% of the average weekly hours **you** worked in the 12 months before the start of **your incapacity**.

We will calculate the reduced **benefits** **we** will pay as follows:

$\frac{\text{your pre-incapacity income} - \text{income from your phased return to work}}{\text{your pre-incapacity income}} \times \frac{\text{benefits payable before your phased return to work}}{\text{your pre-incapacity income}}$
--

We will limit the **benefits** payable under this section to a maximum combined period of seven years throughout the life of **your plan**.

5.8 Pregnancy

We consider pregnancy to be a natural condition rather than **incapacity** and **we** will not consider claims that arise from the normal effects of pregnancy. **Incapacity** from complications of pregnancy and childbirth is covered under the **plan**, as long as it is diagnosed by **your specialist**.

5.9 Payment of benefits abroad

If after the start of **your plan**, **you** travel to or live outside **Ireland** but within the British Overseas Territories, another country in the European Union, Australia, Canada, New Zealand, Norway, Singapore, Switzerland, the UK or the USA, **we** will limit the **benefits** for all periods of **incapacity** to a maximum combined period of five years throughout the life of **your plan**.

If **you** travel to or live anywhere else, **we** will limit the **benefits** for all periods of **incapacity** to a maximum combined period of six months throughout the life of **your plan**.

If **we** stop paying **you** and **you** move to live in a country where **you** could continue receiving **benefits** then provided **you** are still **incapacitated**, **we** will assess **your** entitlement from the date of **your** move but **we** will not consider backdating **your benefits** to when **you** were not entitled to them.

5.10 Subrogation rights

You must inform **us** as soon as possible if **you** make any claim against any third party in connection to **your incapacity** and keep **us** fully informed of its progress. **You** must follow all **our** instructions in relation to such a claim and not withdraw or settle it without **our** prior written approval.

We reserve the right to pursue in **your** name any action, which results in **us** paying **you benefits**. **We** will have full discretion in the conduct of any such proceedings and in the settlement of any resulting claim. Alternatively, **we** may allow **you**, **your** lawyer, or anyone acting on **your** behalf to conduct these proceedings.

In either case, **we** will be entitled to recover any **benefits** paid or payable to **you** from the proceeds of any third party claim. If **you** do not follow all **our** requirements in relation to any third party claim, **we** reserve the right to refuse **your** claim for **benefits** or where **benefits** have been paid, refuse any further payments.

5.11 General

We will calculate **your** daily **benefit** amount as an appropriate fraction of **your** monthly **benefit** amount and **we** will not pay for any **incapacity** which does not last a full day.

If, as a result of **your incapacity**, **you** are unable to sign **our** forms, **we** will consider admitting and paying **your** claim without **your** signature, provided **we** have satisfactory evidence of **your incapacity** and of **your** inability to sign **our** forms.

If **your incapacity** is the result of a communicable disease and the government has approved a medical treatment that, if taken make it improbable for **you** to transmit the infection to the patients **you** treat and would allow **you** to legally practice as a **dental professional** and perform or assist in exposure prone procedures, then if **you** are receiving treatment, **we** will continue to pay **you benefits** until **you** are medically fit to return to **your occupation**, subject to **our** normal terms and conditions for claims. If **you** decide not to have the treatment then **we** will pay **you benefits** for a maximum period of 12 months throughout **your incapacity**.

If **your incapacity** is due to any physical, mental or behavioural symptoms, where the abnormality cannot be detected and monitored using generally accepted and recognised objective diagnostic procedures (**we** do not consider detection or monitoring tools which rely materially on patient reported symptoms to be objective procedures) and rest or refraining from **your occupation** is the primary element of **your** medical treatment, **we** will limit **benefits** payable under **your cover** to a maximum period of two years throughout the life of **your plan**.

If after the start of **your incapacity**, **you** dispose of **your** financial interest in an undertaking which was the source of **your pre-incapacity income** then **we** will use profit on the sale, before any tax reliefs and allowances, to calculate the effect of the sale on **your** income during **incapacity**. **We** have the right to make a reasonable adjustment for this to **your** income during **incapacity** for the purposes of **our benefit** calculations. If the disposal results in a loss then **we** will ignore this from **our benefit** calculations.

If **you** accept a lump sum in lieu of a claim from another insurer or cancel an insurance contract after the start of a claim, **we** reserve the right to disregard this from **our benefit** calculations if this would otherwise result in increasing **our** liability to pay **you benefits**.

If **you** enter into any arrangements with a **family member** or **your** business colleagues which is not on commercial arm's length basis, **we** reserve the right to replace the actual terms with normal commercial arm's length terms in calculating any **benefits** due if this would otherwise result in increasing **our** liability to pay **you benefits**.

6 Standard features of the plan

6.1 Changing your deferred period

You can ask **us** to reduce the **deferred period** for **your cover** without the need for medical underwriting if there is a change to **your** employment status.

If **your cover** has a **deferred period** of eight weeks or more, **you** can reduce **your deferred period** to a minimum of four weeks. **Your** premiums will increase to reflect the shorter **deferred period**. **You** may only reduce **your deferred period** without medical underwriting if:

- **you** have had the **cover** and paid the premiums continuously for at least the last 36 months
- **you** have stopped working for one employer and started work for a new, unconnected employer or if **you** have stopped being employed and become self-employed
- no special conditions have been applied to **your cover**
- **you** have not made any claims under the **cover**, since its start
- **you** ask **us** to change **your deferred period** with 90 days of the change in **your** employment status and **you** give us the evidence **we** ask for to confirm the change in **your** employment status.

You can ask **us** to increase the **deferred period** for **your cover** without medical underwriting at any time.

6.2 Career break

If **you** take a career break and stop working, **you** can ask **us** to suspend **your cover**. **You** will not have to pay any premiums for **your cover**. **You** will not be able to make a claim when **your cover** is suspended under this section.

We will write to **you** to confirm when **we** have suspended **your cover**. **We** will not backdate the start of the suspension to earlier than when **you** notify **us** and it will be subject to the following conditions:

- **you** cannot use this feature before the third anniversary of **your plan** or if **your plan** is in arrears
- **you** cannot suspend **your cover** for less than six months
- **you** cannot suspend **your cover** for more than 12 months on any one occasion or more than a total of 36 months over the life of **your plan**
- **you** cannot suspend just a part of **your cover**.

You can tell **us** when **you** would like **your cover** to restart in advance and it will restart automatically on that date. If **you** have not given **us** a date then **your cover** will restart after it has been suspended for 12 months or the unused portion of the career break, if shorter. However, **you** can restart **your cover** earlier by giving **us** 7 days' advance notice.

After **your cover** restarts and **you** want to make a claim, **we** will apply definition **C** of **incapacity** to **your** claim, unless **you** can provide **us** evidence that **you** are in work or have formally agreed a genuine, guaranteed position to return to after the end of **your** career break, in which case **we** will apply the normal definition of **incapacity** applicable to **your benefits**.

6.3 Your cover when not in work

If **you** are not performing **your occupation** immediately before the start of **your incapacity** or if:

- **you** are under notice of redundancy, termination or suspension
- **you** are self-employed and **you** have no work or **your** business ceases to be a going concern or if **you** are in the process of disposing all or a material part of **your** interest in **your** business

We will assess **your** claim based on definition **C** of **incapacity**, unless **you** can provide **us** evidence that **you** have formally agreed a genuine, guaranteed new position with an independent third party to go to, in which case **we** will apply the normal definition of **incapacity** applicable to **your cover**.

If **you** become unable to perform the **material and substantial duties** of **your occupation** during a period when **you** are not working as a result of any governmental, legal, disciplinary or regulatory advice, guidelines, recommendations or rulings then, until the end of that period, **we** will assess **your** claim based on definition **C** of **incapacity**. If **you** remain unable to perform the **material and substantial duties** of **your occupation** after the period covered by such advice, guidelines, recommendations or rulings, **we** will assess that part of **your** claim based on the normal definition of **incapacity** applicable to **your cover** from the end of that period onwards.

If we apply definition **C** of **incapacity**, **we** will limit **your benefits** to a maximum amount of €2,000 per month.

This section 6.3 will not apply to any claim where **you** are entitled to **benefits** under any of **our** other plans. If **you** are entitled to **benefits** under the "Cover when not in work" section under more than one of **our** plans, **we** will only pay this benefit once and under the plan where **you** have the greatest entitlement.

6.4 Minimum benefit assurance

If definition **A** of **incapacity** applies to **your cover**, **your** claim satisfies that definition and **your cover** is more than or equal to €1,300 per month but as result of the calculation in section 5.1, the **benefits** payable are less than €1,300 then **we** will calculate **your benefit** as follows:

€1,300 minus any income **you** receive from other sources, whether payable to **you** or to a third party on **your** behalf, including:

- any regular insurance benefits arising under policies against **incapacity**
- any salary, bonuses, benefits in kind, profit share or other business income accruing during **your incapacity**
- the distributable profits attributable to **your** shareholding accruing in any private company in which **you** are both a director and an employee
- any pension **you** would receive during **your incapacity**, before exchanging any part of it for cash.

Where any of this income is taxable, **we** will only take into account 80% of the gross amount, for the purposes of **our** calculations.

We will review **your** claim at least once every twelve months and more frequently, if **we** consider it necessary, on both medical and financial bases to make sure that cumulatively **we** have paid you the appropriate **benefits** under **your** claim and **we** reserve the right to recover any overpaid **benefits** by any reasonable means. Where **your** monthly income, before or after **incapacity**, fluctuates, **we** will use the information **you** provide to calculate a smoothed average for the purposes of calculating the **benefits** under the **plan**. If appropriate, **we** will adjust **your** monthly **benefits** up to a maximum of €1,300, including any inflation linked increases.

If **your cover** is less than €1,300 per month then **we** will replace €1,300 with the amount of **your cover** immediately before the start of **your** claim for the purposes of this section.

This section 6.4 will not apply to any claim if **you** are entitled to **benefits** under any of **our** other plans. If **you** are entitled to **benefits** under the "Minimum benefits assurance" section under more than one of **our** plans, **we** will only pay this benefit once and under the plan where **you** have the greatest entitlement.

6.5 Hospitalisation benefit

If the hospitalisation benefit applies to **your cover** and **you** are hospitalised as a result of **your incapacity** **we** will pay **you** hospitalisation benefit after **you** spend at least seven consecutive nights in a hospital during **your deferred period**

For **your** eighth and subsequent nights' stay, **we** will pay **you** hospitalisation benefit equal to 1/30th of **your** monthly **benefit** up to a maximum of €175 for every night **you** spend in the hospital, until:

- **you** leave the hospital
- the end of **your deferred period**
- **we** have paid the hospitalisation benefit for 90 nights' stay
- **your plan** ends.

This option is not available for **cover** with a **deferred period** of less than three weeks.

7 Customisable features of the plan

7.1 Guaranteed increase in cover

If the guaranteed increase in cover option applies to **your cover**, as shown in **your benefit statement**, **you** can ask **us** to increase **your cover** without providing further medical evidence within three months of any of the following events:

- three years since **your** last guaranteed increase in cover and **your** income from **your occupation** has increased in the meantime
- **your** promotion, starting a new job or business and **your** income increases by more than 10% as a result
- **you** get married
- **you** becoming a parent
- **you** increasing **your** personal mortgage.

The increase in cover will be subject to the following conditions:

- **you** must have held **your cover** and paid the full premiums for at least three consecutive years
- **your** premiums will increase as a result of the additional **cover**
- **we** may ask **you** to provide evidence of **your** increased income to support **your** request for the additional **cover**
- the total increase under this section cannot be more than 30% of the initial value of the **cover**
- **you** cannot increase **your cover** by more than €850 per month at any one time
- there must be a minimum of six months between any two requests for an increase in **cover** under this section
- **your** additional **cover** will be on the same terms and conditions as **your** initial **cover** except that the guaranteed increase in cover option will not apply
- **you** must not be **incapacitated** or have made a claim for **benefits** under the **plan** within the previous 12 months.

If **we** accept **your** request, **we** will write and confirm the start date of **your** additional **cover**.

7.2 Inflation linking of cover and benefits

If the inflation linking of **cover** and **benefits** feature applies to **your cover** as shown in **your benefit statement** then **your cover** will increase in January each year in line with inflation, subject to the following conditions:

- **your** first increase will be in the January following the first anniversary of **your cover** based on the 12 month change to the Euro area harmonised index of consumer prices as at the previous September
- the maximum annual increase under this option cannot exceed 5%
- the total increases under this feature, over the life of **your plan**, cannot exceed 150% of **your** initial **cover**
- If **you** are receiving **benefits**, these payments will increase as **your cover** increases.

Your premium will increase if **your cover** increases. **Your** premium will increase at a different rate to **your cover** as it takes into account the fact that **your** likelihood of becoming **incapacitated** will increase as **you** get older.

You can refuse the additional **cover** under this option by completing and returning the form **we** send **you** with the letter notifying **you** of the increase at least 15 days before the increased **benefits** take effect.

If **you** refuse the additional **cover**, **we** will stop increasing **your cover** under this option until **you** ask **us** to resume doing so in writing and **we** will do so from the January after receiving **your** instructions. However, **you** cannot do this during **incapacity** or until **you** have recovered fully from **your incapacity** and completed at least six months of full time work in **your occupation** working at least 28 hours per week.

If the change in the index is negative, **we** will not make any further changes to **your cover** or **benefits** until the index rises above the level which last resulted in an increase in **your cover** or **benefits**.

We may, at **our** discretion replace the Euro area harmonised index of consumer prices with another suitable index.

7.3 Reducing benefits

If the reducing benefits feature applies to **your cover** as shown in **your benefit statement** then **your benefit** payment will be paid at:

- the full rate for the first 6 months of **incapacity**, then
- 50% of the initial rate for the next 6 months, and then
- 30% of the initial rate until the end of **your** claim, subject to **our** normal terms and conditions.

This feature is only available if **your cover** does not have a **deferred period**.

7.4 Level benefits

If the level claims payment feature applies to **your cover** as shown in **your benefit statement** then **your benefits** due will be paid at a constant rate until the end of **your** claim, subject to **our** normal terms and conditions.

7.5 Enhanced benefits for severe incapacity

If the enhanced benefits for severe incapacity feature applies to **your cover** as shown in **your benefit statement** and:

- in addition to satisfying **your** normal definition of **incapacity**, **your** claim also satisfies the definition **C** of **incapacity**
- **your** claim has been in payment for at least two years

We will increase **your** regular **benefit** payments by an additional amount equal to 20% of the **benefit** payable at the start of **your** claim, for the remainder of **your** claim.

We will disregard the amounts payable under this section in calculating **your** maximum **benefits**. The additional payments under this section will stop when **your** claim ends.

7.6 Waiver of premiums

If the waiver of premiums option applies to **your cover**, as shown on **your benefit statement**, **you** will not have to pay premiums for **your cover** for the duration of the claim from the month after **we** have paid **you** **benefits** under the **cover** for a total of three months.

8 General

8.1 Currency

This **plan** is only available in Euros.

We will collect premiums from **your** personal bank account in **Ireland** in Euros and **we** will only pay **benefits** into the bank account **you** use to pay **your** premiums. However, if **we** consider it appropriate, **we** reserve the right to make these payments to **you** by cheque.

If **you** pay **us** by debit card or bank transfer, **you** are responsible for settling any bank charges which may be incurred by either party. **We** do not accept payments by cheque or credit cards.

If the currency of **Ireland** changes, **we** will change the currency of **your plan** accordingly.

8.2 Assignment

This **plan** and the **benefits** cannot be put into a trust, assigned, charged, used as a security or transferred to anybody else.

8.3 Cancellation

Your plan will automatically end at the **expiry date** but **you** can cancel **your plan** and **your membership** earlier by asking **us** to do this in writing. **We** will do this from the later of the date **you** have specified or the date **we** receive **your** written instructions. **We** will not backdate any request for the cancellation of **your plan**.

We have the right to cancel **your plan** and **your membership** before the **expiry date** or from its start if **we** consider it appropriate, if:

- **we** are no longer able to administer **your plan** and/or **your membership** properly as a result of changes in the **law and regulations**
- **you** do not give **us** any permissions **we** need to administer **your membership** or manage **our** affairs effectively
- **you** enter into voluntary arrangements or composition with **your** creditors, bankruptcy or winding up proceedings are started against **you** or a receiver, administrator or an administrative receiver is appointed over any of **your** assets or if **you** enter into voluntary or compulsory liquidation (except for the purposes of a solvent amalgamation or reconstruction)
- **you** don't pay **your** premiums in full by the due date
- **you** don't repay any overpaid **benefits** in full within 30 days of **us** requesting repayment
- **you** don't give **us** the information **we** reasonably request within the time limits **we** specify
- **you** are in breach of the terms and conditions of the **plan** and **you** fail to remedy the breach within 30 days of being notified
- If **you** are convicted of an offence which carries a custodial sentence or one involving corruption or dishonesty such as fraud, theft, deception, misrepresentation or misappropriation of funds
- **you** are barred or suspended from **your occupation** by **your** employer or another competent authority for any reason other than **incapacity**
- **you** have acted dishonestly, concealed or misstated information in **your** dealings with **us**.

8.4 General

In the event of a natural disaster, epidemic or pandemic, war, riots, armed conflict, nuclear, chemical or biological contamination, **we** reserve the right to temporarily alter **your** existing **cover** under this **table** for such period (not exceeding twelve months) as considered necessary by the **board** at the time, subject to approval by the **actuary** by:

- charging additional one-off or regular premiums
- applying moratoriums and/or limitations to the maximum **benefits** payable under a claim.

The **plan** has no cash in value.

We may offer discounts and promotional terms to existing and new **planholders** for such duration and terms as **we**, in **our** absolute discretion, consider appropriate and **we** may withdraw these at any time and without prior notice.

We will not take any instructions from another person about **your plan**, unless **you** give **us** specific written instructions authorising **us** to do so or they give us the original power of attorney authorising them to act on **your** behalf.

You are ultimately liable for any tax liabilities and charges arising on **your** premiums, **benefits** and any other payment under the **plan**.

All communication between us, regarding this **plan**, will be in English.

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