

**MORTGAGE PAYMENT PROTECTION INSURANCE ACCIDENT, SICKNESS AND UNEMPLOYMENT
POLICY TERMS AND CONDITIONS**

1. INTRODUCTION

- 1.1. This **policy** provides **you** with everything **you** need to know about **your** monthly renewable Mortgage Payment Protection Insurance **policy**. It contains full details of **your policy**, including the exclusions.
- 1.2. Please read **your policy** and **policy schedule** carefully as together they explain the **benefits** that are available to **you** and the criteria **you** must meet to qualify for those **benefits**. It is important that **you** keep both documents in a safe place.
- 1.3. Please make sure that **you**:
 - are eligible for the insurance cover;
 - know what insurance cover **you** have chosen;
 - know what is covered and what is not covered by this **policy**;
 - understand how changes in **your employment** affect **your** cover; and
 - understand the terms and conditions for making a claim.
- 1.4. In this **policy**, words and phrases in bold have specific meanings. These are explained in the 'Glossary' at the back of this document.
- 1.5. The insurer is Alpha Insurance A/S, Amaliegade 12, st. DK-1256 Copenhagen, Denmark
- 1.6. A minicom facility is available for customers who have hearing difficulties. Please contact **us** if **you** require a copy of this **policy** in another format by writing to Alpha Insurance A/S, Amaliegade 12, st. DK-1256 Copenhagen, Denmark.
- 1.7. The **policy** is a legal contract between **you** and **us**. The application form, **policy** terms and conditions, the **policy schedule** and any endorsements make up the **policy** and **you** should read them together. The **policy** is based on the information **you** give **us** when **you** fill out **your** application form.
- 1.8. **You** are reminded that it is essential **you** provide all material information likely to influence the acceptance and assessment of this insurance. If **you** have any doubts as to whether a fact is material, it should be disclosed. Failure to disclose any material facts may invalidate **your policy** or may result in **your policy** not operating fully.

2. ELIGIBILITY

- 2.1. **You** are eligible for cover under the **policy**, if on the **start date** all of the points below apply to **you**:
 - 2.1.1. **you** are age 18 but under 60 years;
 - 2.1.2. **you** have been in **full-time employment** for at least 6 continuous consecutive months immediately prior to the **start date**;
 - 2.1.3. **you** are an Irish citizen or have been granted Residence Permission in Ireland;
 - 2.1.4. **you** work in the Republic of Ireland and permanently reside in the Republic of Ireland. **You** may also be eligible for cover if **you** work in the Republic of Ireland and lived in the Republic of Ireland at the **start date** and **you** are subsequently posted to work outside the Republic of Ireland as:
 - 2.1.4.1. a member of the Irish Defence Forces or as a civil servant at an Irish Embassy or Consulate.
 - 2.1.5. **you** have a residential mortgage agreement in place or are in the course of applying for a residential mortgage agreement. Buy to Let Mortgages are excluded from this policy.

2.2 Fixed Term Contract Workers

2.2.1 If you work on fixed term contracts you are eligible for this insurance as long as you meet the Eligibility conditions. You should read this policy carefully to make sure it is suitable for your needs. You should pay particular attention to the definition of "fixed term contracts", Section 10 "Unemployment Benefit" and Section 13 "Claims"

3. IMPORTANT NOTES

3.1 Certain circumstances may affect **your** right to **benefits** if **you** are aware of them at the **start date**. **We** will not pay any **benefits** under this **policy** for:

3.1.1 any **pre-existing condition**, **chronic condition**, **condition**, injury, illness, disease, **sickness** or related **condition** and/or associated symptoms whether specifically diagnosed or not, which **you** knew about (or ought reasonably to have known about) at the **start date** or, for which **you** sought or received advice, **treatment** or counselling from a **doctor** during the 24 months immediately prior to the **start date**. However, **you** will be able to claim if **you** have been symptom free and have not consulted a **doctor** or received **treatment** for the **condition** in the 24 months immediately prior to **your** claim.

3.1.2 any impending **unemployment** **you** were aware of at the **start date**. **You** will not be covered for any **unemployment** which **we** reasonably believe **you** knew was likely to happen, whether **you** had official notice of it or not, when **you** took out this insurance;

3.1.3 any impending **unemployment** **you** were made aware of or which happens during the first 150 days following the **start date** in respect of a new **residential mortgage agreement**, or within 180 days of the **start date** in respect of an existing

residential mortgage agreement, whether **you** were aware of it or not at the **start date**. You will not be covered for any unemployment which we reasonably believe you should have been aware of during this initial period of cover, whether you had official notice of it or not.

4.CHANGING LEVEL OF BENEFIT/CIRCUMSTANCES

4.1.It is **your** responsibility to ensure this **policy** continues to meet **your** requirements and that the chosen monthly **benefit** meets **your mortgage payment**. If **you** take out a further advance on **your mortgage**, or change **mortgage** or transfer **your mortgage** to another lender, **you** may apply to change **your** monthly **benefit** to match **your** new **mortgage payments**. If interest rates rise or fall, **you** may apply to amend **your** monthly **benefit** to reflect the change in **your** mortgage repayment.

4.2.If **you** want to change **your** monthly **benefit** **you** should inform **us** in writing. The change will take effect from the date **we** accept the amendment, provided that **you** are not already claiming and receiving monthly **benefit** under this **policy**, or are aware of an impending claim.

4.3.**We** will not pay the increased proportion of **your** new monthly **benefit** if:

4.3.1.**you** receive notice verbally or in writing of **unemployment**, or are made aware of impending **unemployment** within 180 days of the date **you** applied for the increase or change. You will not be covered for any unemployment which we reasonably believe you knew was likely to happen or made aware of during this period of cover whether you had official notice or not.

4.3.2.**you** knew of, or we reasonably believe you should have known of **your** impending **unemployment**, on the date **you** applied for the increase or change; or

4.3.3.an **accident** or **sickness** claim results from any **pre-existing medical condition, chronic condition, condition**, injury, illness, disease, **sickness** or related **condition** and/or associated symptoms whether specifically diagnosed or not, which **you** knew about (or ought reasonably to have known about) at the date **you** applied for the increase or change, or for which **you** sought or received advice, **treatment** or counselling from a **doctor** during the 24 months immediately prior to the date **you** applied for the increase or change. However, **you** will be able to claim if **you** have been symptom free and have not consulted a **doctor** or received **treatment** for the **condition** in the 24 months immediately prior to **your** claim.

5.BENEFIT LIMITS

5.1 **You** may select the **cover options** and **benefits** **you** require, to ensure that the **policy** is specific to **your** needs.

5.2.The **premium** will depend on the **cover options**, **the benefit** and **benefit period** **you** have chosen.

5.3.The maximum monthly **benefit** **we** will pay **you** under this **policy** is:

- 100% of **your mortgage payment**; or
- 65% of **your net monthly income**; or
- €1,500

whichever is the lowest.

5.4.If **you** hold more than one mortgage payment protection **policy** covering this **residential mortgage agreement**, **your** **benefits** will be adjusted proportionally to reflect **your mortgage payment** in the event of a claim

6.ACCIDENT AND SICKNESS BENEFIT

6.1.If after the **start date** and before the **end date** an **accident** or **sickness** prevents **you** from working for longer than the **waiting period (30 consecutive days)**, **we** will pay 1/30th of the monthly **benefit** for each continuous day **you** are unable to work after the **waiting period**.

6.2.The monthly **benefit** will be paid to **you** in arrears provided **you** meet the terms and conditions of this **policy**.

6.3.To receive the monthly **benefit** **you** must:

6.3.1 be in **full-time employment** when **your** **accident** occurs or **sickness** begins;

6.3.2 satisfy the definition of **accident** or **sickness** set out in the Glossary and be under regular care and attendance of **your** **doctor**;

6.3.3 be prevented from working only as a result of the **accident** or **sickness**;

6.3.4 not in receipt of a monthly **benefit** for **unemployment** for the same period; and

6.3.5 give **us** any evidence **we** ask for in order to prove **your** claim is valid and continues to be so.

6.4.When paying **your** claim **we** will consider the first day of **your** claim to be the day **your** **doctor** certifies that **you** are unfit for work.

6.5. **We** will continue to pay the monthly **benefit** for each 30 consecutive day period in which **you** remain unable to work due to **accident** or **sickness** until:

6.5.1 **we** have paid the maximum number of monthly **benefit** payments as shown in **your** **policy schedule** in respect of a single **accident** or **sickness** claim;

6.5.2 **you** return to **full-time employment** ;

6.5.3 **you** fail to provide evidence of **your accident** or **sickness**; or

6.5.4 the **end date**; or

6.5.5 the amount **you** owe under **your residential mortgage agreement** at the date of **your accident** or **sickness** (not including any payments **you** have missed or any interest on missed payments) has been repaid; or

6.5.6 the date on which **your last mortgage payment** is due under **your residential mortgage agreement**; or

6.5.7 if **you** are a contract worker, the date **your** fixed term contract would have ended. (Unless **you** have been working for the same employer for at least two years, and **you** have a yearly contract which has been renewed at least once and has at least six months left in which case **we** will consider any claim as if **you** had been in **full-time employment**.),

whichever happens first.

6.6 Future Claims

6.6.1 **You** may make a further **accident** or **sickness** claim subject to the re-qualification periods detailed below:

6.6.1.1 for an unrelated **condition** - if **you** have returned to **full-time employment** for at least 1 month following the previous **accident** or **sickness** claim; or

6.6.1.2 for the same or a related **condition** - if **you** have returned to **full-time employment** for at least 6 consecutive months following the previous **accident** or **sickness** claim.

6.6.2 If two periods of **accident** or **sickness** (each resulting from the same or a related **condition**) are separated by less than 6 consecutive months of **full-time employment**, **we** will treat them as one continuous claim for the purposes of calculating the maximum monthly **benefits** payable, but no **benefit** will be payable for the period in between.

6.6.3 If periods of **accident and sickness** are separated by six consecutive months or less, this shall be treated as one continuous claim provided **you** have not received monthly **benefit** for the maximum **benefit period** as selected in **your policy schedule**.

6.6.4 Statutory maternity or paternity leave can form part or all of the one or six month periods in (6.6.1) and (6.6.2) above.

6.7 Pregnancy and Childbirth - **we** will pay **benefit** for any **accident** or **sickness** resulting from any symptom(s) of, or complication(s) of pregnancy and childbirth which a **doctor** certifies prevents **you** from working, and which is not excluded under any other exclusions listed in this **policy**. However no **benefit** will be payable for normal pregnancy and childbirth related **conditions**.

7.ACCIDENT AND SICKNESS EXCLUSIONS

We will not pay any **accident** and **sickness benefit** if **your accident** or **sickness** results from or as a consequence of the following:

7.1.any **pre-existing medical condition** - this exclusion does not apply if **you** have been symptom free and have not consulted a **doctor** or received **treatment** for the **condition** in the 24 months immediately prior to **your** claim;

7.2.attempted suicide or self-inflicted injuries

7.3.any **chronic condition**;

7.4.being under the influence of, or being affected by, alcohol or drugs unless prescribed by a **doctor** (other than prescribed for the **treatment** of drug addiction or alcohol dependency);

7.5.backache or related **conditions** where there is no physical or radiological evidence (for example an MRI or x-ray) of a medical **condition** (unless a suitably qualified **consultant** certifies that the **condition** prevents **you** from working);

7.6.any **condition** of a mental or nervous origin including stress, anxiety or depression (unless a suitably qualified **consultant**, specialising in **your condition**, certifies that the **condition** prevents **you** from working);

7.7.if the **cover option** is not shown on **your policy schedule**;

7.8.for any period for which **your accident** or **sickness** is not confirmed by a **doctor**;

7.9.unless **you** are receiving sick pay from **your** employer, or illness benefit from the Department of Social and Family Affairs in the Republic of Ireland.

7.10.for any period where **you** are in receipt of **your** usual **salary**;

7.11 if **you** are receiving **unemployment benefit** from this **policy**;

7.12.if any of the exclusions detailed in Sections 9,11 or 12 apply.

8.RETURN TO WORK BENEFITS

8.1.**We** will pay **you** **return to work benefit** if **you** have received at least one full monthly **benefit** for **accident** or **sickness** under this **policy** and if:

8.1.1.**you** have not received the maximum **benefit period** **you** chose for **accident** or **sickness** cover;

8.1.2.**you** have returned to part-time work with **your** usual employer immediately after **your doctor** confirms **you** are fit to work; and

8.1.3. **you** are receiving less than **your** usual basic monthly **salary** from **your** employer.

8.2. **We** will pay **you** the difference between 65% of the **salary** **you** received immediately before the **incident date**, and **your** new **salary**, less any State benefits, up to the maximum monthly **benefit** as set out in section 5.3.

8.3. The reduction in **your** pay must be as a direct result of working reduced hours because of the **condition** resulting in **your** **accident** or **sickness** claim.

8.4. **We** will pay **Return to Work** benefits:

8.4.1. for a maximum of 3 months in any 12-month period, irrespective of when each monthly **benefit** is paid; or

8.4.2. until **you** receive **your** usual **salary**; or

8.4.3. up to the maximum **benefit period** **you** have chosen for **accident** or **sickness**; or

8.4.4. until the amount **you** owe under **your residential mortgage agreement** at the date of **your** **accident** or **sickness** (excluding any arrears) has been repaid; or

8.4.5. until the final **mortgage payment** date; or

8.4.6. until the **end date**;

whichever happens first.

9. RETURN TO WORK EXCLUSIONS

9.1. **You** will not receive **Return to Work** benefit if:

9.1.1. **you** have not been paid at least one full monthly **benefit** under the **accident** or **sickness** section of this **policy**;

9.1.2. **you** are **self-employed**;

9.1.3. **you** are in receipt of **your** usual **salary**;

9.1.4. **you** are on statutory maternity leave, adoption leave, parental leave or paternity leave;

9.1.5. **you** do not return to work immediately after **your** **doctor** confirms **you** are certified fit to work;

9.1.6. **you** have received the maximum **benefit period** selected for **accident** or **sickness**;

9.1.7. the reduction in **your** **salary** is not as a direct result of **your** **accident** or **sickness**;

9.1.8. the difference between **your** monthly **salary** before and after the **incident date** is less than €150 per month;

9.1.9. **your** **return to work** claims are for a period of more than three months;

9.1.10. if any exclusions detailed in Sections 7, 11, or 12 apply.

10. UNEMPLOYMENT BENEFIT (This **benefit** only applies if shown on **your** **policy schedule**)

10.1. If after the **start date** and before the **end date** **you** become **unemployed** for longer than the **waiting period** (30 consecutive days), **we** will pay 1/30th of the monthly **benefit** for each continuous day **you** are **unemployed** after the **waiting period**.

10.2. The monthly **benefit** will be paid to **you** in arrears provided **you** meet the terms and conditions of this **policy**.

10.3. To receive the monthly **benefit** **you** must:

10.3.1. have been in **full-time employment** for at least 6 continuous consecutive months immediately prior to the **start date**, if **you** were on a fixed term contract then **you** must meet the criteria in section 10.6;

10.3.2. satisfy the definition of **unemployment** set out in the Glossary;

10.3.3. not be receiving the monthly **benefit** for **accident** or **sickness** for the same period; and

10.3.4. give **us** any evidence **we** ask for in order to prove **your** claim is valid and continues to be so.

10.4. When paying **your** claim, **we** will consider **your** first day of **unemployment** to be the day **you** are first registered as **unemployed** with **your** local Social Welfare Office in the Republic of Ireland. **You** will not be considered to be **unemployed** for the days for which **you** receive **payment in lieu of notice**.

10.5. **We** will continue to pay the monthly **benefit** until:

10.5.1. **we** have paid the maximum number of monthly **benefit** payments as shown in **your** **policy schedule** in respect of a single **unemployment** claim;

10.5.2. **you** fail to satisfy the definition of **unemployment** set out in the Glossary;

10.5.3. **you** fail to provide **us** with evidence of **your** **unemployment**;

10.5.4. if **you** are a **fixed-term contract** worker, the date **your** contract would have ended. (Unless **you** have been working for the same employer for at least two years, and **you** have a yearly contract which has been renewed at least once and has at least six months left as **we** will consider any claim as if **you** had been in **full-time employment**.)

10.5.5. the amount **you** owe under **your residential mortgage agreement** at the date of **your** **unemployment** (not including any payments **you** have missed or interest on missed payments) has been repaid;

10.5.6. the date on which **your** last **mortgage payment** is due under **your residential mortgage agreement**; or

10.5.7. the **end date**;

whichever happens first.

10.6 **Fixed-term Contract Workers** - If **you** work on a fixed term contract and **your** contract is not renewed **you** will only be entitled to claim for **unemployment** cover if **you** meet one of the following criteria:

10.6.1. **you** have been on a contract with the same employer for at least 6 months and had the contract renewed at least once. **We** will consider a claim only if **your** current contract is terminated prior to its expiry date. Monthly **benefit** will then be paid until that contract would have expired; or

10.6.2. **you** have worked continuously under contract with the same employer for at least 24 months;

10.6.3. **you** were originally **employed** on a permanent basis but were transferred to a fixed-term contract by the same employer without a break in employment.

10.7. Future Claims

10.7.1. **You must** have returned to **full-time employment** for at least 6 consecutive months following the previous **unemployment** claim before you can make a further claim for unemployment.

10.8. Temporary Work

10.8.1. An **unemployment** claim may be suspended on three occasions for a period of temporary work, provided:

10.8.2. **you** notify **us** before **your** temporary work starts; and

10.8.3. **your** temporary work lasts for at least one week and no longer than 6 months, whether as one contract or a series of contracts.

10.8.4. Once **your** temporary work has ended, **you** must re-register with Social Welfare Office in the Republic of Ireland before **we** will continue to pay **your** claim as a continuation of **your** earlier claim up to the maximum number of monthly **benefit** payments (as shown in **your policy schedule**) in total, subject to the terms and conditions of this **policy**.

11. UNEMPLOYMENT EXCLUSIONS

11.1. **We** will not pay any **unemployment benefit** if:

11.1.1. at the **start date you** knew **you** would become **unemployed** or **you** had reason to believe that **you** might become **unemployed**;

11.1.2. **you** are made **unemployed** or are told that **you** will be made **unemployed**, within the **exclusion period**;

11.1.3. **you** are made aware by any means of any impending unemployment or consultation period to be commenced before the Start Date or within the exclusion period.

11.1.4. **your** work was seasonal, casual, temporary, was for less than 16 hours a week or **unemployment** is a regular feature of **your** work;

11.1.5. **you** finish the job **you** were specifically **employed** to do, or **you** come to the expected end of a **fixed-term contract** unless **you** satisfy one of the conditions set out in section 10.6 above;

11.1.6. **you** resign, retire or **you** volunteer for **unemployment** or redundancy;

11.1.7. **you** are dismissed due to the inability to pass a probationary period or perform any elements of **your** job;

11.1.8. **you** lose **your** job because of misconduct, fraud, dishonesty or any act **you** carried out;

11.1.9. **you** are made **unemployed** because of any strike which **you** took part in or any lock-out by **your** employer;

11.1.10. the **unemployment** results from any condition excluded under the **accident** and **sickness** exclusions set out in Section 7 or the General Exclusions set out in Section 12.

11.1.11. **you** were not in continuous work for 6 months immediately before **your employment** ended. If **you** were not in work for two weeks or less, **we** will not count this as a break in **your employment**.

11.1.12. **you** refuse any reasonable offer of **employment** by **your** employer;

11.1.13. if **you** are receiving **accident** or **sickness benefit**;

11.1.14. for any period for which **you** have received or are entitled to receive **Payment in Lieu of Notice**;

11.1.15. if **you** are working for a company and are in any way connected with a person who has **control** over that company (for example, **you** are a member of that person's family);

11.1.16. if any of the exclusions detailed in Sections 7, 9 or 12 apply.

12. GENERAL EXCLUSIONS

12.1. In addition to the exclusions in Sections 7, 9 and 11, **you** will not receive any monthly **benefits** for **accident, sickness, unemployment** or **return to work** which is caused by or resulting from:

12.1.1. taking part in, attempting, or acting as an accessory to, any crime;

12.1.2. taking part in a strike, labour dispute, industrial action or lock-out;

12.1.3. ionising radiation or radioactive contamination from nuclear fuel, waste or equipment

12.1.4. war, invasion, act of foreign enemy hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, riots, civil commotion, military or usurped power.

12.2. If **you** are working outside the Republic of Ireland, on the **incident date**, **you** will not receive any monthly **benefits** for **unemployment, accident, sickness** or **return to work benefit** unless **you** are:

12.2.1. **Employed** full-time by the Irish Defence Forces, or as a civil servant in an Irish Embassy or consulate; or

12.2.2. **Employed** on a specific project for less than 30 days outside the Republic of Ireland.

12.3 We will not treat **your residential mortgage agreement** as having ended if **you** enter into a new **residential mortgage agreement** which commences immediately after **your old residential mortgage agreement** ends. However, **you** should inform **us** of the change and check that the cover **you** have chosen is still appropriate and within the limits set out in 5.3.

13. CLAIMS

13.1. If **you** need to make a claim, **you** must contact **the Claims Administrator** as soon as reasonably possible and at least within 30 days following the end of the **waiting period**. Please call **them** on 0044 1285 626020 and one of **their** agents will be happy to talk **you** through the claims process. Alternatively, **you** can e-mail **them** on admin@trent-services.co.uk or write to **them** at Trent-Services, Trent Lodge, Stroud Road, Cirencester, Gloucestershire, GL7 6JN UK.

13.2. The fully completed claim form should be returned together with any supporting evidence as soon as reasonably possible thereafter. All the relevant sections should be completed and signed and dated to avoid a delay in receiving **benefits**.

13.3. Continuing Claim Forms - **we** will ask **you** to fill in a continuing claim form at **your** expense for each month **you** are claiming. **We** will advise **you** when to submit this form and the information **we** will require in order for further **benefit** payments to be made.

13.4. **You** must give **us** any proof **we** reasonably ask for, at **your** own expense, otherwise **we** will not pay any **benefit**. **We** may also ask **you** for additional information during a claim. This proof could be amongst other things:

13.4.1. For **accident** or, **sickness** claims, **you** must allow **us** access to **your** medical records in accordance with **your** rights under the Data Protection Act 1988 & 2003. **We** may require medical evidence in addition to **your doctor's** initial report, and/or ask **you** to undergo a medical examination with a **doctor** or **consultant** appointed by **us**. **We** will pay the costs of this additional medical evidence. **We** will not pay **you** any **benefit** if **you** fail to undergo a medical examination and **you** do not have a reasonable explanation for not attending;

13.4.2. For **unemployment** claims - confirmation of **your unemployment** including but not limited to, **your** wage slips, severance letter, and **your** P45 from **your** last employer or a letter from them confirming **you** worked for them. **You** may also be asked to prove that **you** were in continuous employment for at least 6 months before the **start date** of **your policy**.

13.5. For **Return to Work** claims, **you** must provide evidence including, but not limited to **your** pay-slips, final medical certificate from **your doctor** and documentary evidence to support the State benefits **you** are receiving. **Your** employer may also be contacted.

13.6. If **you** are ineligible to receive State benefits, **you** must be able to provide ongoing alternative evidence acceptable to **us** that **you** are **unemployed** and actively seeking re-employment. This could include copies of job applications, invitations to interviews, application responses and registration with employment agencies.

13.7. If **you** or **your** partner is receiving any State benefit, **you** should advise the appropriate authority if **you** are also claiming under this **policy**. In some circumstances, the amount of monthly **benefit** **you** receive under this **policy** may affect **your** entitlement to State benefit. **Your** local Social Welfare Office in the Republic of Ireland will be able to provide **you** with further information.

13.8. Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim, any information **you** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim, may be provided to the register of claims.

13.9. During **your** claim **we** may arrange for an agent to visit **you** to gather details regarding **your** claim in order to ensure an accurate assessment can be made. It is essential that **you** comply with such a visit; if **you** fail to comply, no further monthly **benefit** will be payable.

14. CHANGE OF CLAIM

14.1. If **you** are receiving monthly **benefits** because of **accident** or **sickness** and **you** become **unemployed** **you** must write to **us** straight away. **We** will continue to pay **your accident** or **sickness benefit** while it remains valid. If **you** are still **unemployed** once a **doctor** says **you** are fit to **return to work**, **you** must tell **us** and **we** will ask **you** to fill in an **unemployment** claim form for consideration.

14.2. If **you** are receiving monthly **benefits** because **you** are **unemployed** and **you** become sick or are involved in an **accident** **you** must write to **us** straight away. **You** will no longer be eligible to claim **unemployment benefit** and **you** will have to fill in a claim form for consideration under **accident**, or **sickness benefit**.

14.3. If **you** are not fit for work and cannot meet, or continue to meet, **our** conditions to claim for **accident** or **sickness benefit** and **you** become **unemployed** **you** may fill in an **unemployment** claim form for consideration.

14.4. **We** will only pay **you** one type of **benefit** (**accident, sickness benefit unemployment** or **return to work**) at a time.

14.5. If **you** change **your** claim, the most **we** will pay for **your accident, sickness** or **unemployment** claims together is limited to the maximum **benefit period** as shown on **your policy schedule**.

14.6.If **you** are receiving monthly **benefit** for **accident** or **sickness** and the **condition** for which **you** are claiming changes, **you** must advise us immediately and **your** claim will be re-considered in respect of the new **condition**. The maximum number of monthly **benefits** payable for any combination of **conditions** suffered consecutively will be the **benefit period** for **accident** or **sickness** as detailed on **your policy schedule**. The **waiting period** will apply to each individual claim.

15.PREMIUMS

15.1.This is a monthly renewable **policy** which will automatically renew each month unless **you** cancel or stop paying **your premium** or if **we** cease offering this **policy** as per Section 16. Each monthly **premium** covers **you** for one month. At the start of **your** insurance cover **we** may collect more than one monthly **premium** to make sure **you** are covered for the correct period.

15.2.**You** must continue to pay **your** monthly **premium** to ensure **your** cover remains continuous and while **you** are claiming **benefit**. If **your** last monthly **premium** has not been paid when due and **you** want to make a claim, **we** will not consider the claim until this monthly **premium** has been paid.

15.3.**We** may at any time change **your** monthly **premium** rate and will give **you** not less than 30 days written notice of such changes. Some of the circumstances in which this may happen include changing economic conditions. However, if there is a change to the insurance **premium** tax percentage rate or to the government levy percentage rate, **your** monthly **premium** will be changed automatically without notice.

16.WHEN COVER ENDS

All cover under this **policy** and all **benefits** shall automatically end on:

16.1.the date **you** die;

16.2.the date **you** reach 65 years of age or **permanently retire** (**you** must tell **us** as soon as possible if **you** do not plan to work anymore);

16.3.the date **you** or **we** cancel **your** insurance as set out under the terms of this **policy**;

16.4.if **you** no longer permanently reside in the Republic of Ireland;

16.5.the date **your residential mortgage agreement** terminates; or

16.6.the date **you** fail to pay the monthly **premium** when due

whichever of the events described above is the earliest.

17.YOUR RIGHT TO CANCEL

17.1.Within the "cooling off period" - If **you** decide **you** do not want the cover and wish to cancel **your policy**, **you** can do so by contacting **the Administrators** within 30 days (the "cooling off period") of the **start date** or the date **you** receive the **policy** documents, whichever is later. **You** will receive a full refund of any monthly **premium** paid provided no claim has been made under the terms of this **policy**.

17.2.Outside the "cooling off period" - If **you** have not made a claim against this **policy** and cancel outside the initial 30 day "cooling off period", no refund of monthly **premium** will be payable and no further **premium** shall be collected.

17.3. Cancellations will not be backdated under any circumstances.

17.4.If **you** have claimed - If **you** have made a claim against this **policy** and wish to cancel, no refund of monthly **premium** will be payable.

17.5.All cancellation requests should be made to:

Trent-Services, Trent Lodge, Stroud Road, Cirencester, Gloucestershire.GL7 6JN UK.

e-mail admin@trent-services.co.uk

18.VARIATION AND TERMINATION

18.1.With the exception of any legislative or regulatory changes made by the Government, the Equality and Human Rights Commission, or Revenue Commissioners, which are outside **our** control, **you** will be given at least 30 days written notice of any alteration to the **premium** rates or the terms of cover under this **policy**. The minimum period between consecutive changes will be 90 days.

18.2.**We** may at any time vary the terms and conditions of this **policy**. **We** will give **you** not less than 30 days written notice of such change.

18.3.If a claim is fraudulent, fraud is suspected in any respect, or any false information is supplied in relation to **your policy** or claim, all monthly **benefits** under this **policy** will be forfeited, **your policy** may be cancelled and **you** may be liable to criminal prosecution. **We** also reserve the right to take legal action against any third party to recover any monies paid. **We** may demand **you** repay any monthly **benefits** **we** have already paid **you**. **We** will keep the **premium** **you** have paid **us**. **We** may also advise the Garda Síochana and/or prosecute **you**.

18.4.**We** may cancel **your** insurance cover under this **policy** by giving **you** 30 days written notice.

19.MIS-STATEMENT OF INFORMATION

If **you** gave false or misleading information or failed to disclose material information when **you** applied for insurance cover and this information affected the decision to insure **you**, the cover may end, and **we** may not pay **you** any **benefits** under this **policy**.

20.INVALID MONTHLY BENEFIT PAYMENTS

If **we** make any payments as a result of **your** fraud, recklessness or negligence **you** will no longer be entitled to any **benefits** under this **policy** and **we** may demand that any payments made by **us** are paid back. **We** may take legal action against **you** for the return of such monies and **we** may demand that **you** reimburse **us** for any investigation costs reasonably incurred.

21.GENERAL CONDITIONS

- 21.1.The monthly **benefit** cannot be paid to anyone else or in any way other than as described in this **policy**.
- 21.2.When **your** cover under this **policy** ends it will not have a cash or surrender value.
- 21.3.The rights given under this **policy** cannot be transferred to anyone else.
- 21.4.A person who is not a party to the contract of insurance set out in this **policy** shall have no rights to enforce any term of this **policy**.
- 21.5 **We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** liabilities, **you** may be entitled to compensation from the FSCS. Further information is available from their website: www.fscs.org.uk
- 21.6.This **policy** shall be governed by the laws of the Republic of Ireland. The parties to this **policy** agree to irrevocably submit to the jurisdiction of the courts of the Republic of Ireland, in which case **you** will be entitled to commence legal proceedings in **your** local courts.
- 21.7.**We** will use the English language in all documents and communications relating to this **policy**.
- 21.8.**You** are advised that any telephone calls made to **the** administration and claims handling units may be monitored or recorded. This is to monitor the accuracy of information provided by **our** customers and **our** own staff. It may also be used to provide additional training to **our** staff or to prove that **our** procedures comply with legal and regulatory requirements. **Our** staff is aware that conversations can be monitored and recorded.
- 21.9.If **you** need to change **your policy** **you** may be required to complete either a **policy** amendment form or a new application form, dependant upon **your** circumstances.
- 21.10.No changes to **your policy** can be made if a claim is in the process of being validated or paid.

22.COMPLAINTS PROCEDURE

Step 1. Although **We** set ourselves high standards, if **We** do not meet **your** expectations and **you** have any concerns regarding **your** insurance cover, this product, any claim **you** have against the **policy** or the customer service **you** receive from **us**, please address them to: The General Manager, Alpha Insurance A/S, Amaliegade 12 st,DK-1256 Copenhagen, Denmark.

Step 2. Should **you** remain dissatisfied with the outcome of any internal enquiries **you** have the right to refer **your** complaint within 6 months of **our** final letter to **you** to:

Financial Ombudsman Services to review **your** claim. **You** can contact them at the following address;

The Financial Ombudsman Service (FOS)
 South Quay Plaza
 183 Marsh Wall
 London E14 9SR

This procedure will not prejudice **your** right to take legal action.

Please note that if **you** are dissatisfied with the sale of this **policy** please direct **your** correspondence to the entity through which **you** purchased the **policy**.

23.CUSTOMER CARE

We care about the service **we** provide to **you** and **we** make every effort to maintain the highest possible standards. If **you** have any questions about the **policy** please ask **Us**. Please have this document available so that **your** enquiry is dealt with efficiently.

24.ASSIGNMENT

The **benefits** of this contract may not be assigned to a third party.

25.DATA PROTECTION

We are committed to maintaining the personal data that **you** provide in accordance with the requirements of Republic of Ireland's Data Protection Act 1988 & 2003. **Our** Privacy Statement below gives further information about this.

26. NOTICE TO CUSTOMERS

BBH Shelter Limited (trading as Trent-Services) (FSA No. 312766) is authorised and regulated by the Financial Services Authority. **You** can check this on the FSA Register at <http://www.fsa.gov.uk/register/> or by calling +44 20 7066 1000.

27. PRIVACY STATEMENT

27.1. **Your** data controller:

27.1.1. For the purposes of the Republic of Ireland's Data Protection Act 1988 & 2003, the data controller in respect of any personal information provided is BBH Shelter Limited.

27.1.2. **You** may be assured that Alpha Insurance A/S. and all related companies will treat all personal data as confidential and will not use or process it other than for legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

27.2. Uses made of **Your** personal information:

27.2.1. The personal information that **you** provide to **us** will be used for a number of different purposes including:

27.2.1.1. to manage and administer **your policy**;

27.2.1.2. to assess **your** application or subsequent claim(s) including conducting credit checks;

27.2.1.3. to offer **you** insurance products and services (except where **you** have asked **us** not to do so) and to help **us** develop new ones;

27.2.1.4. to contact **you** with details of changes to the products **you** have bought;

27.2.1.5. for internal analysis and research;

27.2.1.6. to comply with legal or regulatory requirements; and

27.2.1.7. to identify **you** when **you** contact **us**.

27.3. **We** may use external third parties to process **your** personal information on **our** behalf in accordance with these purposes, subject to their strict compliance with the Data Protection Acts.

27.4. Sharing of **your** personal information:

27.4.1. Unless **you** have asked **us** not to do so, **your** personal information provided may be shared with other related organisations and **our** agents: so **you** can receive, either in writing or by telephone, details of other products and services which may be of interest to **you**; and in order for **us** to comply with any legal or regulatory requirements.

27.5. Sensitive personal data:

27.5.1. To the extent that **you** provide sensitive personal data, **we** (and **our** related companies) may also process such sensitive personal data, both manually and by electronic means, for the same purposes described in this Privacy Statement. Sensitive personal data includes information as to **your** physical or mental health or **condition**; or the commission or alleged commission of any offence by **you**.

27.6. Business changes:

27.6.1. If **we**, or a related company, undergoes a reorganisation or is sold to a third party, the personal information provided to **Us** may be transferred to that reorganised entity or third party and used for the purposes set out in this Privacy Statement.

27.7. Overseas transfers:

27.7.1. **We** may transfer **your** personal information to countries located outside the European Economic Area (the EEA). This may happen when **our** servers, suppliers and/or service providers are based outside of the EEA. The data protection laws and other laws of these countries may not be as comprehensive as those that apply within the EEA - in these instances **we** will take steps to ensure that **your** privacy rights are respected. Details of the countries relevant to **you** will be provided to **you** upon request.

27.8. Access to/correction of **your** information:

27.8.1. With limited exceptions, **you** have the right to ask for a copy of the information that **we** hold about **you**. There may be a charge for this. If any of the information that **we** hold about **you** is incorrect, please write to **us** at Alpha Insurance A/S, Amaliegade 12 st, DK-1256, Copenhagen, Denmark. and **we** will make any amendments as necessary.

GLOSSARY

Where **we** explain in this glossary what a word means, that word will have the same meaning wherever it is used in this document. These words are highlighted in **bold**.

Accident	a bodily injury resulting from a sudden, identifiable external event that happened by chance and over which you have no control and which prevents you from doing your normal occupation (or any job you are reasonably able to do, given your experience, education, training) and for which you are receiving treatment from a doctor .
Administrator	Trent-Services, Trent Lodge, Stroud Road, Cirencester, Gloucestershire, GL7 6JN UK
Benefit, benefits	the amount we will pay to you based on the cover you have chosen and shown on your policy schedule , subject to the limits set out in section 5, if you become sick, unemployed or are involved in an accident .
Benefit period	the maximum number of benefits that we would pay for any one claim as you have chosen and as set out on your policy schedule .
Chronic condition	a condition that: <ul style="list-style-type: none"> (a) arises before the start date and continues for an unknown period of time; (b) cannot be cured; or (c) arises again or needs treatment.
Claims Administrator	Trent-Services, Trent Lodge, Stroud Road, Cirencester, Gloucestershire, GL7 6JN UK.
Condition	any injury, disease, or sickness (or symptoms of any of these) whether or not it results in a diagnosis.
Consultant	A Medical Specialist registered under the Medical Practitioners Act 1978 (as amended) who is a member of the Irish Medical Council and is recognised by the Irish Medical Council as being a consultant . It does not include your spouse, civil partner, a relative or someone who lives with you .
Control	having authority to direct a company's affairs, including owning the greater part of the shares or voting rights of that company.
Cover option	the type of cover you elected and paid a premium for, as set out in your policy schedule
Doctor	a fully qualified medical practitioner, registered with the Irish Medical Council and working in the Republic of Ireland or Northern Ireland. The doctor who confirms your accident or sickness when you are making a claim, cannot be you, your spouse, civil partner, a relative, or someone living with you .
Employment, employed	doing any work in the Republic of Ireland of at least 18 hours a week and paying the appropriate class of Pay Related Social Insurance Contributions in the Republic of Ireland .
End date	the date your cover ends, as set out in section 16, 'When cover ends'.
Exclusion period	the period during which if you become unemployed , you will not be able to make a claim arising out of that unemployment . This period is either during the first: <ul style="list-style-type: none"> a 150 days of the start date, if you arranged for this policy to begin at the same time as a new mortgage; b 180 days of the start date, if you arranged for this policy to begin at any time after you enter into your mortgage; or c 180 days from any amendment, initiated by you; or d if cover is being transferred from an existing provider on an identical cover basis the Exclusion period will be waived

Fixed term contract worker	a person who is employed on a fixed-term contract of employment .
Full-time employment	working for at least 18 hours per week in the Republic of Ireland under a contract of employment that does not have a fixed or implied end date . You must be receiving a salary or wages and be paying the appropriate class of Pay Related Social Insurance Contributions in the Republic of Ireland .
Incident date	the date you become unemployed or the date your doctor confirms you were first unable to work due to accident or sickness .
Insured person, insured people	the person or people who are named on the policy schedule and covered by the policy .
Mortgage Payment	The amount you pay each month as specified in your residential mortgage agreement
Net Monthly Income	Your monthly salary received in the 12 months prior to the start date after tax and the appropriate class of Pay Related Social Insurance Contributions in the Republic of Ireland, have been deducted.
Payment in Lieu of Notice	Any payment you receive relating to the notice period your employer gives you under the terms of your contract of employment or letter of appointment; or Any compensation payment made for loss of office, including, but not limited to any payments made as compensation under a compromise agreement or redundancy package, whether this directly or indirectly relates to the notice period your employer should have given you under the terms of your contract of employment or letter of appointment, or not; and If it is unclear what period is covered by any of these payments, we will calculate the period covered by dividing the payment amount by your average gross weekly earnings for the 13 weeks immediately before the incident date .
Policy	the terms and conditions set out in this document.
Policy Schedule	the document which details the cover we will provide you under this policy .
Pre-existing medical condition	any condition , injury, illness, diseases, sickness or related condition and/or associated symptoms, whether diagnosed or not, which (a) you knew about or (ought reasonably to have known about) at the start date ; or (b) for which you sought or received advice, treatment or counselling from any doctor during the 24 months immediately before the start date .
Premium	means the monthly sum payable by you each month for insurance cover under this policy ;
Residential mortgage agreement	The mortgage agreement for your home agreed between you and your lender in relation to which we have agreed to provide insurance cover under this policy .
Return to work	A proportionate amount we will pay to you when you return to your usual full-time employment , following a valid accident or sickness claim.
Salary	the amount shown on your payslip from your employer including the average of any overtime, commission and/or bonus payments you have received in the 12 months prior to the incident date , or if self-employed , this will mean the monthly average of your annual income as declared on your self-assessment return for the previous tax year, as confirmed by the Revenue Commissioners in the Republic of Ireland .
Sickness	any illness which prevents you from doing your normal occupation (or any job which you are reasonably able to do, given your experience, education or training) and for which you are receiving treatment from a doctor .
Start date	the date we advise you are accepted for cover under this policy as shown in your policy schedule .
Treatment	receiving advice or medication from, being examined or monitored by, or having consultations with a doctor or a consultant .

- Unemployment, unemployed**
- (i) being entirely without gainful employment..
 - (ii) being available for, and actively seeking work and registered with the Department of Social Welfare.
 - (iii) Failure to comply with any condition of this **policy** may result in the suspension or the stopping of **benefit**;

We will not consider **you** as **unemployed** for any period in respect of which **you** receive **payment in lieu of notice**.

Waiting period the number of days at the beginning of a claim which **you** must wait before **you** are eligible for any **benefit**. The **waiting period** is shown in **your policy schedule**.

We, us, our Alpha Insurance A/S

You the person(s) who have been accepted for insurance cover under this **policy**.

your Belonging to **you**.