



# credit card payment protection plan



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Cover is arranged by Bank of Ireland Insurance Services Limited. Bank of Ireland Insurance Services Limited is a member of the Bank of Ireland Group. Bank of Ireland Insurance Services Limited is regulated by the Financial Regulator.

# Policy Terms & Conditions

This Policy document sets out the details of your insurance cover. This has been arranged by Bank of Ireland. Please read this policy carefully and keep it in a safe place.

All the words that appear in bold shall have the meaning given to them in the Definitions Section on page 8. If **you** are not entirely satisfied with the protection provided, you may within 30 days of receipt, return your policy for cancellation and any premium you have paid will be credited to your **account**.

This policy protects you in the event of your **Disability, Redundancy, Death** or if you have to go into Hospital.

The Policy Terms and Conditions apply if you :

- have chosen cover under this plan underwritten by Financial Insurance Company Limited, trading as Genworth Financial, for disability, redundancy and **hospitalisation** cover and New Ireland Assurance Company plc trading as Bank of Ireland for life cover (“we”, “us”, “our”)
- have paid the insurance premium

The Policy Terms and Conditions provide cover for cardholders that have availed of the Credit Card Payment Protection Plan. If you have indicated NO on your **application Form** in the section headed “Payment Protection”, the cover is not provided and this policy does not apply.

1. Your signed Credit Card Application Form is incorporated in, and forms part of, this Policy document, which is issued by Bank of Ireland.
2. Provided that you opt to pay the premium you will be entitled to the benefits, subject to the terms set out in this Policy document.

## Bank as Beneficiary

Bank of Ireland and its associated companies are the legal owner of the policy, however when a valid claim (as defined by the Insurance Policy) is to be discharged the payment will be made to the Bank or associated company via the Insured’s credit card account and this will result in the repayment or the reduction of the customers credit card outstanding balance depending on the level of insurance.

## Premium

The premium is payable at calendar monthly intervals on the statement date of your account by direct debit thereto.

The amount of each monthly premium will relate directly to the balance on your account on the statement date.

The Insurers may alter the premium rate at any time by giving at least 90 days notice to Bank of Ireland, which undertakes to advise you of any such change.

The monthly premium is €0.70 cent per €100 monthly balance, or part thereof. In the event of the outstanding indebtedness being “nil”, then no premium is due.

In the event of non-payment of the monthly premium due, cover ceases from the date of non-payment of the premium.

## Eligibility

You are eligible for insurance if at the **commencement date** you:

- a. are aged 18 years or over but under 65 years, and
- b. are permanently resident in the Republic of Ireland, and
- c. have been in continuous **full time employment** for 180 days.

## Description of Benefits

### 1. Life Assurance

In the event of your death during the **period of cover**, the principal sum will be credited to your account, and all liability under this policy will cease.

### 2. Disability Insurance

In the event of you suffering disability for a period of 30 consecutive days commencing during the period of this cover, the **monthly benefit** will be credited to your account in arrears.

The same amount of monthly benefit will be credited at calendar monthly intervals thereafter for each complete calendar month that disability continues, up to a maximum of 12 monthly benefit payments in all for any one period of disability. After the maximum benefit of 12 monthly payments has been made in respect of any disability claim, further disability claims must be preceded by at least 6 months continuous full time employment.

Periods of disability arising from the same cause which are not separated by at least 3 calendar months shall be construed as the same period of disability for the purposes of assessing monthly benefit payment.

### 3. Redundancy Insurance

(not applicable to self employed persons)

In the event of you becoming redundant, and such redundancy existing for more than 30 consecutive days and commencing during the period of cover, the monthly benefit will be credited to your account in arrears.

The same amount of monthly benefit will be credited at calendar monthly intervals, thereafter for each complete calendar month that redundancy continues, up to a maximum of 12 monthly benefit payments in all for any one period of redundancy. After the maximum benefit of 12 payments has been made in respect of any redundancy claim, further redundancy claims must be preceded by at least 6 months continuous full time employment.

Individual periods of redundancy not separated by at least 6 calendar months in continuous full time employment shall be construed as one continuous period for the purposes of assessing the maximum benefit entitlement.

## 4. Hospitalisation Insurance

(applicable only to self-employed persons)

In the event of you being unable to work due to hospitalisation for more than 10 consecutive days commencing within the period of cover, the first monthly benefit will become payable on the 11th day.

The same amount of monthly benefit will be credited at calendar monthly intervals thereafter for each complete calendar month that hospitalisation continues, up to a maximum of twelve monthly benefit payments in all for any one period of hospitalisation. After the maximum benefit of 12 monthly payments has been made in respect of any hospitalisation claim, further hospitalisation claims must be preceded by at least 6 months continuous full time employment.

Individual periods of hospitalisation not separated by at least 6 calendar months continuous full time employment shall be construed as one continuous period for the purposes of assessing the maximum benefit entitlement.

## Data Protection Statement

You understand and give explicit consent that the sensitive health and other information you provide about yourself will be used by Financial Insurance Company Limited (the Data Controller), its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any other insurance, handle claims and prevent fraud. This may involve the transfer of such information to other countries (including those which have limited or no data protection laws). Financial Insurance Company Limited have taken steps to ensure that your information is held securely.

You have the right to access your personal data held by Financial Insurance Company Limited. If you believe that your personal data held by Financial Insurance Company Limited is inaccurate you have the right to ask for this to be rectified.

## Exclusions

A We pay Disability for all valid claims except those resulting directly or indirectly from:

- self-inflicted injuries (whether sane or insane);
- normal pregnancy unless:  
the symptoms of a normal pregnancy develop into a pathological condition, sickness or disease which are diagnosed by a suitably qualified consultant who is a member of the Royal College of Obstetricians and Gynaecologists (Ireland), is recognised by that Royal College as being a consultant or doctor who specialises in obstetrics, and the pathological condition lasts for 30 days or more and is not excluded under any other exclusion set out in this section;
- alcohol or drugs not taken under the advice and supervision of a **Doctor**;
- civil unrest, war, or riot;
- any sickness, disease, condition or injury which you knew about or ought reasonably to have known about or for which

you asked about or received advice, treatment or counselling from a Doctor, during the 12 months immediately before the Commencement Date;

- radiation, contamination or the radioactive effect of any nuclear fuel;
- psychiatric illness including stress and related conditions, unless diagnosed by a consultant;
- backache unless there is radiological evidence of the abnormality causing your backache;
- medical operations or treatments which are not medically necessary including cosmetic or beauty treatment;
- HIV and/or AIDS or related conditions;
- **Chronic conditions.**
- if you are receiving payment for Redundancy;

B We will only pay Disability benefits if you have been in Work for 30 consecutive days between your last claim and the next one if your Disability is from a different condition or cause or you must have been in work for 180 consecutive days if your next Disability is from the same condition or cause.

C We will not pay Redundancy claims in the following circumstances:

- If you are not in Full Time Employment continuously for a period of 6 months immediately before your employment ended.
- If at the Commencement Date you knew you were going to be made Redundant or you had reason to believe that it was likely to happen.
- If Unemployment is a regular feature of your employment, and your employment is seasonal.
- If Redundancy arises when you are outside Ireland or the UK unless you are on a specific project of 30 days or less, and at the date your employment ceases you had not been outside Ireland or the UK for more than 30 continuous days since the Commencement Date.
- If you are aged 65 or you have taken early retirement.
- If you terminate your contract of employment voluntarily.
- Unless you make a genuine attempt to obtain employment in Ireland and/or the UK after you were made Redundant.
- If you are receiving a payment for Disability.
- If you were made Redundant after working on a fixed term contract which has expired.
- If you receive notification from your employer that your employment is to cease within 90 days of the Commencement Date.
- If you are receiving payment in lieu of notice.
- If you were made Redundant voluntarily.
- If you are laid off (because of, for example, a temporary work shortage).
- If you are not being credited with Social Insurance Contributions in Ireland, or National Insurance Contributions in the UK.
- If you are State Employed or Self Employed when you are made Redundant.

- If the Redundancy occurs as a result of:
  - any of the circumstances when you cannot make a claim for Disability referred to in A above.
  - a Strike or Lock-out;
  - misconduct.
  
- D We will not pay Redundancy benefits where a benefit has been paid in respect of an earlier Redundancy unless you have been in Full Time Employment between the earlier and subsequent Redundancy for at least 180 consecutive days.
  
- E We will not pay hospitalisation claims in the following circumstances:
  - for the purpose of cosmetic or beauty treatment unless directly attributable to physical illness, disease or injury.
  
- F The Insurers will not be liable for any total disability for which satisfactory substantiating medical evidence has not been provided.
  
- G In the case of a joint account, cover will apply to the first named cardholder only.

## When Does the Cover End?

1. Upon you attaining the age of 65 this Policy and your entitlement to the benefits become cancelled and there will be no liability for disability or death thereafter.
2. This cover and your entitlement to the benefits may be cancelled by giving 90 days notice to you at your last known address. Any premium payment falling due during such period of notice shall be waived.
3. In the event of cancellation of this Policy for any reason (other than the attaining of the age 65, or the account being closed) your entitlement to benefits will not be affected in respect of any claim notified or any incident occurring before the cancellation date which results in a valid claim.
4. Cover is cancelled on the date of non payment of insurance premiums.

## How to Claim

1. You can obtain a claim form from Genworth Financial whose telephone is (061) 73 73 73 or alternatively write to: Genworth Financial, PO Box 602, Shannon, Co. Clare.
2. No benefits will be payable if:-
  - 2.1 the companies do not receive proof to their reasonable satisfaction of all matters relevant to the claim.
3. The Companies may during the claim, ask for any further proof that it considers relevant that the claim is still valid.
4. There will be no payment under this policy where a false or fraudulent claim is made.

## Complaints Procedure

We set ourselves high standards but if you are not satisfied with our service please tell us. If you follow the procedure set out below we will deal with your complaint in the most efficient way possible.

Step 1 Please contact  
Bank of Ireland Insurance Services,  
3rd Floor, New Century House,  
Lr Mayor St,  
Dublin 1

or

The Insurance Manager,  
Genworth Financial,  
PO Box 602,  
Shannon,  
Co Clare

Step 2 If you are still not happy or the issue has not been resolved to your satisfaction you may refer it to the Financial Services Ombudsman's Bureau  
3rd Floor, Lincoln House,  
Lincoln Place,  
Dublin 2.  
Lo Call: 1890 88 20 90  
Tel: 01 6620899  
Fax: 01 6620890

If you complain it will not affect your legal rights.

## Cancellation

1. You may cancel your insurance cover under this policy by writing to Bank of Ireland Credit Cards, New Century House, Mayor Street Lower, IFSC, Dublin 1 within 30 day's of you receiving your policy documents, and receive a refund of any premium paid.
2. After 30 day's this insurance cover may be cancelled by either you or Bank of Ireland Insurance Services Limited giving 30 days notice in writing. No refund of monthly premium will be paid.

## Definitions

**"Accidental Bodily Injury"** means bodily injury resulting solely and directly from accidental, outward, violent and visible means and does not include sickness or disease or any naturally occurring condition or degenerative process.

**"Account"** means your Bank of Ireland Credit Card account to which the premium is charged, or any account number issued in substitution thereof.

**"Application Form"** means the Credit Card application form in the case of new cardholders, on the request for cover by existing cardholders by the completion of any other application form or consent.

**"Chronic Conditions"** means any condition, injury, illness, disease, sickness or related condition and/or associated symptoms resulting from a chronic condition that was in existence at the start date whether it was

requiring medical attention at that time or not. A chronic condition is a condition which has at least one of the following characteristics:

- It continues indefinitely;
- It is constant and is controlled rather than cured;
- It has symptoms which recur and have required consultation, treatment or care in the past; or
- It requires long-term monitoring or treatment, consultations, check-ups, examinations or tests;

**“Commencement Date”** means the date of issue of the Credit Card (for new cardholders), or the date the first premium is collected following application (for existing cardholders).

**“Disability”** means a state of incapacity resulting from **accidental bodily injury**, sickness or disease, in consequence whereof you are (in the reasonable opinion of the Insurers) totally disabled from carrying out the duties of your normal **occupation** and are not following any other gainful occupation (in the case of you being self employed, this includes assisting, managing or carrying on of any part of the running of the business) and in respect of which substantiating proof, satisfactory to the Insurers, has been provided by a registered medical practitioner.

**“Doctor”** means an Irish or UK registered medical practitioner, practising in Ireland or the UK, not including you or your relatives;

**“Full Time Employment”** means active, permanent, gainful employment (16 hours or more per week) including self employment.

**“Hospitalisation”** means admission to hospital as an in-patient on the recommendation of a registered medical practitioner.

**“Monthly Benefit”** means one tenth of the **principle sum** applying before disability commenced, subject to a minimum payment of €12.70 per month and a maximum payment of €2,000 per month, unless the principle sum was “nil”, in which case the benefit is “nil”.

**“Occupation”** means your full time or part time gainful occupations and any similar work for remuneration or profit, which, by reason of education or experience or training, in the opinions of the Insurers, you are reasonably qualified to do.

**“Period of Cover”** means the period of time when cover is in force, from commencement date until such time as cover ceases, through non-payment of premium, death claim, or any other cause.

**“Principle Sum”** means the outstanding indebtedness under your account at the date on which the incident being claimed for occurs, up to a maximum sum of €15,500.

**“Redundancy”** means a period during which you are redundant under the terms of the Redundancy Payments Act 1967, and any other amendments thereto.

**“You”** means the principle or first named cardholder named in the application form to whom this Policy document is issued.

## Underwriters

Life protection (Policy No: LPLC2003) is underwritten by New Ireland Assurance Company plc, trading as Bank of Ireland Life. New Ireland Assurance Company plc, trading as Bank of Ireland Life is regulated by the Financial Regulator.

Head and Registered Office of above company:

11-12 Dawson Street, Dublin 2.

(Bank of Ireland is a tied Insurance agent of New Ireland Assurance Company plc).

Disability, Redundancy, Major Accident/Illness and Purchase Protection (Policy No. PLC2003) is underwritten Financial Insurance Company Limited (incorporated in England No. 1515187) Registered in Ireland No. E902818. Limited by shares.

Registered address: Building 11, Chiswick Park, Chiswick High Road, London, W4 5XR. Registered Irish Branch Office: 3rd Floor, Fleming Court, Fleming Place, Dublin 4.

Financial Insurance Company Limited, trading as Genworth Financial, is regulated in the UK by the Financial Services Authority and in Ireland by the Financial Regulator.

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[www.bankofireland.ie](http://www.bankofireland.ie)

