

Group Loan Repayment Protection Accident and Sickness

Group Policy Document



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A. INTRODUCTION

AmTrust International Underwriters DAC agrees, subject to the conditions described in or endorsed on this policy, to pay to the **group policyholder** in the event an **insured member** is unable to **work** due to an **Accident** or **Sickness**, while the policy remains in force but not otherwise, the amount equal to that **insured member's loan repayment amounts**.

PROVIDED ALWAYS THAT:

1. The **premiums** described in this policy are paid by the **group policyholder** in the manner stated in the policy.
2. The Policy Schedule, together with all declarations and statements made by the **group policyholder** and the **insured members** shall form the basis of this policy.
3. Any data provided with respect to the **loan repayment amounts** is true and fair at the date it is provided.

A change in this policy is valid only if it is approved by AmTrust International Underwriters DAC. A valid endorsement is required as evidence of such approval. No third party has the authority to change the policy or waive any of its terms.

The words that are in **bold** throughout this Policy Document have specific meanings and these are defined in Section O.

The insurer for this policy is AmTrust International Underwriters DAC (Company Registration No 169384), regulated by the Central Bank of Ireland. Registered address: 6-8 College Green, Temple Bar, Dublin, D02 VP48, Ireland.

This policy is arranged by CMutual Services (Ireland) Limited, a company regulated by the Central Bank of Ireland.

B. ELIGIBILITY CRITERIA

A **member** shall be eligible for coverage under this policy if at their **loan date**, the **member** is:

- aged 18 years or over and under 68 years; and
- **working** at least 18 hours a week and has done so for at least the last 6 months (not including **temporary work**) in the Republic of Ireland or the **UK**; and
- resident in the Republic of Ireland; and
- a **member** of the **group policyholder** and the first-named borrower on a **loan agreement**.

If the **member** is not eligible for cover at the **loan date** because they are not **working** at least 18 hours a week, then their **spouse** is eligible for cover, if they are:

- are aged 18 years or over and under 68 years; and
- are **working** at least 18 hours a week and have done so for at least the last 6 months (not including seasonal and **temporary work**) in the Republic of Ireland or the **UK**; and
- are resident in the Republic of Ireland.

If the **member** is **self-employed** or **works** on **fixed-term contracts**, they are eligible for coverage under this policy. The **member** should read the Policy Document and their **Insurance Product Information Document** carefully to make sure the cover is suitable for their needs.

C. TERMINATION OF THIS POLICY

This policy may be terminated annually on its anniversary by **us** or by the **group policyholder**. One must give the other at least thirty (30) days advance written notice of intention to terminate this policy.

We may terminate the policy in the following circumstances:

1. Thirty (30) days after a receiver or liquidator is appointed for the **group policyholder**; or
2. Immediately when the **group policyholder** merges into or is taken over by another Credit Union or financial institution; or
3. Immediately if the **group policyholder** ceases to be authorised for carrying out regulated activity.

In the above circumstances **we** reserve the right to deduct any **premium** due to **us** from any **benefits** due to be paid to the **group policyholder**.

We may automatically terminate cover if any **premium** is not paid within the **grace period** of thirty (30) days. The **group policyholder** will be liable for payment of any **premium** due to **us**.

If this policy is terminated, cover for all **insured members** will cease with effect from the date of termination.

D. ACCIDENT AND SICKNESS COVER

i. Details of cover

Conditions:

For a claim to be valid, the **insured member** must:

- be **working** and, no sooner than 30 days from the **loan date**, an **accident** or **sickness** must prevent them from doing any **work** for more than the **waiting period**, or, if the **insured member** reasonably expects not to return to their normal job, any other paid **work** which their experience, education or training reasonably qualifies them to do. If the **insured member** is **self-employed**, the **accident** or **sickness** must stop them from managing or carrying out any part of the day-to-day running of the business.
- have a **Doctor's** certificate confirming they are unable to **work**. The **insured member** must also provide confirmation from their employer of their absence from **work**.

Amount of cover:

We will pay the **group policyholder** a **benefit** equal to 1/30th of the **insured member's loan repayment amount** for each consecutive day that the **insured member** is unable to **work** as a result of **accident** or **sickness**. **We** will pay this monthly.

Claim duration:

We will continue to pay the **benefit** each month until the earliest of the date:

- the **insured member** returns to **work**; or
- from which the **insured member** no longer has a **Doctor's** certificate to support their claim; or
- the **insured member** is no longer resident in the Republic of Ireland; or
- **we** have paid **benefit** for 24 continuous months; or
- that cover for an **insured member** under this policy stops.

ii. Specific exclusions

We will not pay any **benefit** for an **insured member's accident** or **sickness** that is the result of:

- a **pre-existing medical condition**. **We** will not apply this exclusion if at the time of a claim the **insured member** has not had any symptoms, consulted a **Doctor** or received treatment in relation to such **pre-existing medical condition** for 24 months.
- any deliberate, self-inflicted injuries.
- drinking alcohol or taking drugs, (unless the drugs are prescribed by a **Doctor** for purposes other than to treat drug addiction).
- cosmetic surgery or beauty treatment.
- any **accident** or **sickness** that arises while the **insured member** is resident outside the Republic of Ireland.
- any **sickness** that arises during the first 30 days following the **loan date**.

iii. Limits on Cover

For **accident** and **sickness** claims the maximum monthly **benefit** for each **insured member** **we** will pay is €1,500.

Once **we** have paid **benefits** in respect of an **insured member**:

- the **insured member** can make another **accident** or **sickness** claim that arises from a related condition or one which existed at the same time as the **insured member's** previous condition when they have:
 - returned to **work**, and
 - been free of all symptoms and
 - not received medical treatment for any previous **accident** or **sickness** for at least 6 consecutive months.
- the **insured member** will qualify to make a claim for an **accident** or **sickness** that is unrelated to the previous **accident** or **sickness** when they have actively **worked** for at least one month.

If the **group policyholder** has cause to claim under the **accident** and **sickness** cover within 6 months of the end of an **insured member's** previous **accident** and **sickness** claim period, and that claim arises from a related condition or one which existed at the same time as the **insured member's** previous condition, **we** will consider the later claim as part of the earlier claim. A new **waiting period** for the **insured member** will not apply, but the maximum of 24 **benefits** will apply to the **insured member's** two claims combined.

E. GENERAL EXCLUSIONS

We will not cover any claims arising out of any:

- material fact or circumstance which the **insured member** knew about prior to the **loan date**; or
- circumstance which is caused by deliberate or illegal acts on the **insured member's** part; or
- circumstance which is directly or indirectly caused by riot, terrorism, war or any similar event, nuclear radiation, ionising radiation or the dangerous parts of any nuclear equipment.

F. PAYMENT OF PREMIUM

The **premium** is collected from the **insured member** in arrears by the **group policyholder**. The **premium** is based on the **insured member's** monthly **loan repayment amount**. The **group policyholder** shall remit the **premiums** to **us** monthly.

The **premium** for each term of insurance is due and payable to **us** on or before the 15th day of the next calendar month following each month of coverage.

The **group policyholder** needs to complete reports of coverage using forms provided by **us**. All **premiums** and reports of coverage shall be submitted to **us**.

G. AMENDMENTS TO THIS POLICY

We will review this policy at least annually. This review will consider all similar policies and will take into account any emerging trends in morbidity rates. Following this review **we** may:

- amend the terms and conditions of this policy,
- change the rate of **premium**, or
- terminate cover under the policy by giving the **group policyholder** 30 days' advance written notice.

Any change to this policy cannot take away any rights the **group policyholder** has which arose prior to the time the change was made or affect a claim which arose prior to the time the change was made.

If there is a change to the insurance levy **we** may change the **premium** automatically without notice.

H. REFINANCED LOANS

If the amount borrowed under a **loan agreement** includes a balance re-financed from a previous **loan agreement** which was covered by a Loan Repayment Protection policy at the date that previous **loan agreement** was re-financed, the exclusions in this policy in respect of an **insured member** will be applied to the re-financed portion based on the **loan date** of that previous **loan agreement**.

If a **benefit** is payable solely due to the operation of this provision, that **benefit** will cease on the date that the **insured member's** previous **loan agreement** was originally due to finish.

I. INSURED MEMBER CANCELLATION RIGHTS AND CESSATION OF COVER

The **insured member** can withdraw from cover provided under the Group Loan Repayment Protection policy at any time by giving notice to the **group policyholder**.

Cover under this policy for an **insured member** stops on the day:

- the **insured member's** **loan** with the **group policyholder** ends for whatever reason; or
- before the tenth anniversary of the **insured member's** **loan date**; or
- the last monthly repayment was due under the **insured member's** **loan agreement** or the date
- when all amounts (less arrears) have been paid to the **group policyholder**; or
- of the **insured member's** death; or
- the **insured member** reaches 70 years of age; or
- the **group policyholder** informs **us** of an **insured member's** written request to cancel their cover; or
- the **insured member's** first unpaid payment for cover was due, if it remains unpaid for more than 60 days.

J. MAKING A CLAIM

Step 1 The **insured member** tells the **group policyholder** that they are not working. The **group policyholder** will then send the **insured member** a claim form.

Step 2 The **insured member** will need to get a **Doctor** and their employer to fill in the relevant section of the Claim Form.

Step 3 The **insured member** gives the claim form to the **group policyholder**. The **group policyholder** will send the completed form to **us** with a copy of their Loan Agreement. The address for claims correspondence is:

CMutual LRP Claims Team
Merrion Hall
Strand Road
Sandymount
Dublin 4.

Step 4 **We** will assess the **insured member's** Claim Form as soon as possible.

Step 5 We will contact the **group policyholder** and the **insured member** by telephone or in writing to advise of **our** decision.

Step 6 If **we** accept the claim, **we** will pay the **benefit** to the **group policyholder**. The **group policyholder** must then apply that **benefit** payment to the **insured member's loan** account.

If we need ongoing evidence for a claim

We will contact the insured member in good time to tell them what **we** need to continue paying **benefit**.

We will continue to pay monthly **benefit** payments until:

- the **insured member** no longer qualifies for **benefit** or
- the claim is fully paid,

whichever event occurs first, as described in 'Claim Duration' in section D.

To check on the status of a claim

Phone **our** LRP Team on 01 261 2106 or write to **our** claims correspondence address in Step 3.

Fraudulent Claims

We will not pay any claim due to or arising from any dishonest or exaggerated behaviour by the **insured member** or anyone acting on their behalf or on behalf of the **group policyholder**. If this happens, any **benefits** already paid in respect of that **insured member** will have to be returned and the **insured member** will no longer be eligible for coverage under this policy.

K. GENERAL PROVISIONS

The Contract

This Policy Document with the Policy Schedule and any attached endorsement is the entire insurance contract.

Notification and amendments

We shall not be affected by notice of any fact relating to this policy unless and until express notice in writing of such fact has been received by **us** at **our** Registered Office. No change in terms of this policy will be valid unless produced in writing and signed by an authorised officer of ours. In the absence of **our** agreement, an agent or intermediary of ours cannot change this policy, waive any of its terms or make any promise that will be binding on **us**.

Obligations of Insured Members

Insured members must provide truthful and accurate answers to questions asked relating to their insurability under the group policy. **Insured members** must provide satisfactory evidence to **us** and **our** agents to prove the validity of a claim, and must pay for any proof that is required to support the claim.

Group Policyholder Records

The **group policyholder** shall make available to **us**, on request, an up-to-date list of **insured members**, including any information relating to those **insured members** as **we** may reasonably require. **We** shall be entitled to act upon the data, information and evidence so furnished. **We** shall not be liable for any loss or consequential loss occurring as a result of any error, omission or inaccuracy made by the **group policyholder** or their agents in any data, information or evidence so furnished.

Insurance Product Information Document

We will issue to the **group policyholder**, to make available to each **insured member** under this policy, an Insurance Product Information Document which will provide a summary of the essential features of the coverage.

Complaints

The **group policyholder** and an **insured member** can contact **us** with any questions or complaints.

Complaints about claims handling or any other matter should be addressed to CMutual, Merrion Hall, Strand Road, Sandymount, Dublin 4, telephone 01 261 2106, or by email to cunamutual@ie.sedgwick.com

The Financial Services and Pensions Ombudsman has been set up by law to help settle individual disputes between consumers and financial firms. They can decide if we have acted wrongly and if you have lost out as a result. If this is the case they will tell us how to put things right and whether this involves compensation. Their service is independent and free of charge. The decision of the Financial Services and Pensions Ombudsman is binding on both parties. The decision may be appealed to the High Court by either party.

A complaint will not affect the **group policyholder's** or **insured member's** legal rights.

Invalid and/or unenforceable provisions

In the event of any one or more of the provisions contained in this policy being invalid or unenforceable, the validity and enforceability of the remaining provisions contained herein shall not in any way be affected. The policy shall apply as if the invalid and/or unenforceable provisions had not been included.

Compensation scheme

AmTrust International Underwriters DAC contributes to the Insurance Compensation Fund. **You** may be entitled to compensation from the Fund if AmTrust International Underwriters DAC is unable to meet its obligations to you under this contract. Further information can be obtained from the Central Bank of Ireland.

L. Data Privacy

Please visit <https://www.amtrustinternational.com/about-us/aiu-underwriting/> for further information about how and when we process your personal information under our full Privacy Notice. You can also request a hard copy of our privacy notice by contacting our Data Protection Officer at dpo.Dublin@amtrustgroup.com.

HOW WE USE YOUR INFORMATION

Data protection law seeks to ensure that the way Personal Information is used is fair. To comply with the law, we need to tell you the legal justification we rely on for using your Personal Information. Personal Information will be used for different purposes if you are a policyholder, insured or claimant under an insurance policy, a commercial insurance broker or appointed representative, a witness or another individual with whom we have a relationship. The main purposes for which we use Personal Information are to:

- Communicate with you and other individuals
- Make assessments and decisions
- Provide insurance, claims and assistance services, and other products and services
- Assess your eligibility and identity
- Manage complaints, feedback and queries
- Improve the quality of our products and services, provide staff training and maintain information security
- Prevent, detect and investigate crime
- Manage our business operations and IT infrastructure
- Comply with applicable laws and regulatory obligations
- Establish, enforce and defend legal rights

HOW WE SHARE YOUR INFORMATION

In order to sell, manage and provide our products and services, prevent fraud and comply with legal and regulatory requirements, we may need to share your information with the following types of third parties:

- Other insurance and insurance distribution parties, Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention and Law Enforcement agencies, tax authorities, workers' compensation boards,
- Suppliers carrying out a service on our behalf
- Other insurers, business partners and agents
- Other companies within the AmTrust Group

MARKETING

We will not use your information or pass it on to any other person for the purposes of marketing further products or services to you unless you have consented to this.

FRAUD PREVENTION AND DETECTION

In order to prevent or detect fraud and money laundering we may check your details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision-making processes.

AUTOMATED DECISIONS

We provide services where we sometimes use automated decision-making. Automated decision-making is an important part of effective management. You have the right not to be subject to a decision which is based solely on automated processing (without human involvement) where that decision produces a legal effect or otherwise significantly affects you. However, this right only applies in certain circumstances.

HOW TO CONTACT US

You can ask for more information about our use of your personal information or complain about its use, by contacting our Data Protection Officer at dpo.Dublin@amtrustgroup.com, or by writing to us at the following address: The Data Protection Officer, AmTrust International Underwriters DAC 6-8 College Green, Dublin 2 D02 VP48, Ireland.

For more information on the General Data Protection Regulation, you may also write to The Data Protection Commission at: Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland. 0761 104 800.

M. ABOUT THE INSURER

The insurer for this policy is AmTrust International Underwriters DAC (Company Registration No 169384), regulated by the Central Bank of Ireland. Registered address: 6-8 College Green, Dublin, D02 VP48, Ireland.

N. GOVERNING LAW

This policy is subject to and governed by the law of the Republic of Ireland. All correspondence will be in English.

O. DEFINITIONS

As used in this policy, these words and terms shall have the following meanings:

ACCIDENT	an incident occurring after the insured member's loan date resulting in injury to such insured member which they did not expect or intend.
BENEFIT	means the amount which will be paid out to the group policyholder for application to an insured member's loan account, in the event of the group policyholder submitting a valid claim under this policy.
DOCTOR	means an Irish or United Kingdom registered medical practitioner (other than the applicable insured member or a member of their family), practising in Ireland or the United Kingdom .
FIXED TERM CONTRACT	the insured member has worked continuously for the same employer for at least 24 months; or <ul style="list-style-type: none">• the insured member has been on a contract for at least 12 months and the contract has been renewed at least once; or• the insured member was originally employed permanently by the same employer but has been transferred to a Fixed-Term Contract without a break in employment.
GRACE PERIOD	This policy has a thirty (30) day grace period . This means if a premium is not paid to us by the group policyholder on or before the date it is due, it may be paid during the following thirty (30) days. During the grace period the policy will stay in force. The grace period will not apply if this policy is terminated by us or by the group policyholder .
GROUP POLICYHOLDER	the credit union who is the named policyholder of this Group Loan Repayment Protection policy and provides the loan agreement to the member .
INSURED MEMBER	means a member of the group policyholder who has completed a Loan Repayment Protection Application Form and meets the eligibility criteria in Section B or failing that a spouse that meets the eligibility criteria in Section B.
LOAN or LOAN AGREEMENT	means a personal loan agreement an insured member has with the group policyholder for a loan advance.
LOAN DATE	means the date the proceeds under any loan agreement are drawn down and paid to the applicable insured member and a debt is created.
LOAN REPAYMENT AMOUNT	means a monthly instalment of principle and interest as required by the terms of the loan agreement . If the insured member's loan repayments are: <ul style="list-style-type: none">• weekly then the monthly loan repayment amount will be the weekly repayment including the Loan Repayment Protection premium / 7 * 30.• fortnightly then the monthly loan repayment amount will be the fortnightly repayment including the Loan Repayment Protection premium / 14 * 30.• four-weekly then the monthly loan repayment amount will be the four weekly repayment including the Loan Repayment Protection premium / 28 * 30.
MEMBER	means a natural person who is a current member of the group policyholder .
PRE-EXISTING MEDICAL CONDITION	Any condition, injury, illness, disease, sickness or related condition and/or associated symptoms whether diagnosed or not: <ul style="list-style-type: none">• which the insured member knew about, or should reasonably have known about, at their loan date, or• for which the insured member or the family member requiring care (if the insured member is a carer), received treatment or medication during the 12 months immediately before the insured member's loan date, or about which the insured member or the family member requiring care (if the insured member is a carer), had seen or arranged to see a doctor, during the 12 months immediately before the insured member's loan date.
PREMIUM	Means the premium payable by the group policyholder in relation to the insurance provided under this policy.
PREMIUM FREQUENCY	Monthly on or before the 15th day of the next calendar month following the effective date of coverage and on or before the 15th day or each subsequent month.

SELF-EMPLOYED

We consider an **insured member** to be **self-employed** if they meet one (1) of the following criteria:

- the **insured member** carries on a business in the Republic of Ireland or the **United Kingdom** either alone or as a partner in a partnership; or
- the **insured member** can control the affairs of a company they **work** for because either the **insured member** or a relative or a **member** of their household individually or jointly hold the majority of the voting rights in that company; or
- the **insured member** can otherwise ensure that the company they **work** for conducts its affairs according to the **insured member's** wishes.

SICKNESS

an illness or disease which an **insured member** first had after their **loan date**.

SPOUSE

means an **insured member's** legal partner in marriage or a person who has lived permanently with them for at least 24 months as at the **loan date**.

TEMPORARY WORK

means **work** that is casual, occasional or for a specific task. Also **work** that is seasonal or irregular, or for a period of training.

UNITED KINGDOM or UK

England, Scotland, Wales and Northern Ireland.

WAITING PERIOD

means the first 30 days of any **insured member's** claim under this policy.

WE, US, OUR

means the insurer of this Group Loan Repayment Protection policy, AmTrust International Underwriters DAC.

WORK, WORKED, or WORKING

means any paid **work** of at least 18 hours a week. This includes **self-employed work** and statutory maternity and parental leave but it does not include **temporary work**.



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