



Life Long Insurance

terms and conditions booklet

This product is provided by Irish Life Assurance plc.

This is the Terms and Conditions booklet for your **Life Long Insurance** plan. **You should read the document carefully as it contains detailed and important information.** Please keep it safe, as you will need to refer to it in the future.

Introduction

We have designed this plan to pay benefits if the life (or lives) assured dies.

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

The plan consists of the plan schedule, this Terms and Conditions booklet and any extra rules which our head office staff may add in writing.

We have issued this plan to you on the understanding that the information given in your application in response to our questions and any related document is true and complete and that we have been given all information as required by those questions. Your application includes your application form (a copy of which has been sent to you) and any other medical or other questionnaires you have provided.

You must answer all of the questions in your application honestly and with reasonable care. We have relied on the information you have given us when deciding to insure you and when setting the terms and premium. Where we ask you to answer a specific question, the subject matter of the question is material to the risk we are undertaking or the calculation of the premium or both.

This could include questions about your health, family history, lifestyle habits (such as smoking, drinking alcohol or taking illegal drugs), occupation, income, age, other financial details, hobbies or pastimes.

If any of the answers to the questions are not answered honestly and with reasonable care, we may be entitled (depending on the breach) to declare the plan void, refuse your claim, treat your insurance as if it was entered on different terms, or reduce your claim.

In any future application(s) for changes to your cover after the start date of your plan if any of the questions are not answered honestly and with reasonable care, we may be entitled (depending on the breach) to declare the plan void, refuse your claim, treat your insurance as if it was entered on different terms, or reduce your claim.

We may refuse to pay a claim even if there is no direct medical connection between the illness that caused the claim and the medical condition which was not revealed to us on the application for cover. To do this we must be able to show that the facts you did not tell us about at the time the application was completed would have affected our original decision to provide the cover. If cover is voided on one life on a dual/joint cover plan all cover will cease under that plan for both lives.

We will rely on what you have told us and you must not assume that we have automatically confirmed with your own GP or any doctor any information you have provided.

This plan is a protection plan only you cannot cash it in. All cover under the plan will end when the life assured (or lives assured) named in the plan schedule dies, unless it has ended before that for any of the reasons explained in these terms and conditions.

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

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

Irish Life Assurance plc.

Irish Life Centre

Lower Abbey Street

Dublin 1.

We will pay claims only from the assets we hold to make payments due to customers. We will normally pay all benefits under this plan in the currency of Ireland.

In legal disputes Irish law will apply. In the event of extraordinary circumstances beyond our control including, without limitation, act of civil or military authority; sabotage; crime; terrorist attack; war or other government action; civil disturbance or riot; strike or other industrial dispute; an act of god; national emergency; epidemic; flood, earthquake, fire or other catastrophe, we may be directly or indirectly prevented from fulfilling our obligations under or pursuant to this plan or from doing so in a timely manner. If this happens, we are not liable for any loss, damage or inconvenience caused.

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

If you have asked, we have issued this policy under Section 72 Capital Acquisitions Tax (CAT) Consolidation Act 2003 using our Life Long Insurance (Section 72) plan.

For this plan to maintain its Section 72 status it must keep to all relevant laws and Revenue rules for as long as it is in force.

Before making any changes to your plan you should check if the Section 72 status will be affected by the proposed change.

How does the plan work?

We will provide you with life cover for the rest of your life in return for regular payments to the plan. The amount of life cover and your regular payments are shown on your plan schedule.

Who receives the money we pay out?

We will normally pay any benefit due under the plan to the person who deals with your estate.

If you assign the plan to someone else (for example, you pass it to a building society to be placed with your title deeds as security for your mortgage), we will pay that person. Where a plan is assigned to someone else as security for a mortgage we will not pay an extra amount to cover any interest on that mortgage between the date you submit a claim and the date that claim is paid. If the plan is written under trust, we will pay the trustee. The right to receive the plan's benefits may also pass to other people, such as your estate or personal representatives.

If there are two lives covered named on the plan schedule, when we pay any life cover benefit will depend on whether the policy has been written on a dual-life, joint-life first-death or joint-life second-death basis. See section 4.2 for more details on this.

Writing to us

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

Irish Life Assurance plc

Irish Life Centre

Lower Abbey Street

Dublin 1.

Cooling-off period

If, after taking out this plan, you feel that it is not suitable, you may cancel it by writing to us at the address shown above. If you do this within 30 days from the date we send you your plan documents (or a copy), we will return any payments you have made. We strongly recommend that you consult with your Financial Adviser before you cancel your plan.

Complaints

We will do our best to sort out any complaints fairly and quickly through our internal complaints procedure. If you are not satisfied after complaining to us, you can take your complaint to the Financial Services and Pensions Ombudsman of Ireland. You can get more information from:

Financial Services and Pensions Ombudsman

Lincoln House

Lincoln Place

Dublin 2.

D02 VH29

Tel: (01) 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

Section-72 Plan

References to Section 72 CAT Consolidation Act 2003 includes any legal change to the act, or any addition or re-enactment. It also includes any order or regulation or condition made under the conditions of the named section.

Contents

Definitions

Section 1

This section explains some of the important words and phrases we use in this document.

Basis of Cover

Section 2

This section explains the legal basis on which we give cover.

Making Payments

Section 3

This section explains your obligations in making payments and explains what happens if payments fall behind.

Your cover

Section 4

This section explains the benefits you can choose under the plan.

Indexation and guaranteed insurability

Section 5

This section explains how, for an extra charge, you can get some protection against inflation and how you can increase your cover following certain life events without providing evidence of health.

Exclusions

Section 6

This section explains the circumstances in which we will not pay benefits.

Claims

Section 7

This section explains how to make a claim and how we will assess your claim.

Tax

Section 8

This section explains what will happen if there is any change in Irish tax law

Other information

Section 9

This section provides other information you need to know.

Definitions

Section 1

This section defines some of the important words used in this plan.

Application form

This is the application form that you complete for this plan. Where you are exercising your guaranteed cover again option or conversion option, this also includes the original application form for your existing plan.

Benefit

The benefit shown in the plan schedule under the heading 'your protection benefits'. In exceptional circumstances we may allow you to reduce your benefit amounts. If, at any stage during the term of your plan, we allow you to reduce your benefit amounts, your benefit amount will be lower than that shown on your schedule. We will send you a revised plan schedule showing your new benefit amounts at that time. If you have taken out this plan for the purposes of paying inheritance tax due when the life (or lives) assured dies and this plan has been approved by the Revenue Commissioners under Section 72 of CAT Consolidation Act 2003, reducing your benefits could cause your plan to lose its eligibility for tax relief.

Child

Someone who is under 25 and who:

- is shown by birth certificate to be the son or daughter of a life assured; or
- has been legally adopted by a life assured.

Day

A period of 24 hours in a row.

Expiry date of the life cover benefit

The date the plan ends or we stop providing life cover benefits.

Under this plan life cover will end when the life cover benefit amount shown on the plan schedule, plus any increase due to indexation (see section 5.1), has been paid unless the policy has been written on a dual-life basis. In this case, life cover will end when we have paid the life cover benefit amount twice, in other words, when each life named on the plan schedule dies. See section 4.2 for more details on when we will make the benefit payments.

Life cover will also end if you stop making regular payments to your plan.

Increase date

This is each anniversary of the start date shown in the plan schedule. On this day each year the benefits and payment will increase if you have chosen indexation (see section 5.1).

Life assured or lives assured

The person or people named in the plan schedule as the life or lives covered. The benefits of the plan depend on the lives of those people.

Month

A calendar month.

Payment

This is:

- 'your total payment' as shown in the plan schedule under the heading 'your protection benefits';
- or
- the amount we tell you when we reinstate cover under section 3.3 and 3.4;
- or
- a different amount (which we will tell you) if we or you make any amendment to your plan details.

Plan schedule

This is part of the contract. It sets out the specific details of the plan such as:

- the start date;
- the life or lives covered;

- the benefits; and
- any special conditions that have been agreed with us.

Start date

The start date shown in the plan schedule. Cover will start on this date.

We, us

Irish Life Assurance Plc.

You

The person (or people) named as the proposer in the plan schedule, who is responsible for making the payments and is legally entitled to the plan benefits as long as they have not been assigned (passed) to someone else. We also assume that you are the life assured.

Basis of Cover

Section 2

This section explains the legal basis on which we give cover.

- 2.1** We have issued this plan to you on the understanding that the information given in your application in response to our questions and any related document is true and complete and that we have been given all information as required by those questions.

If this is not the case we will be entitled to take the actions described below, depending on the nature of your breach.

Your application includes your application form, any medical questionnaires, or any other information provided in response to questions before entering this plan.

You must answer all of the questions in your application honestly and with reasonable care. We have relied on the information you have given us when deciding to insure you and when setting the terms and premium. Where we ask you to answer a specific question, the subject matter of the question is material to the risk we are undertaking or the calculation of the premium or both.

If you have answered our questions honestly and with reasonable care, but if your answer includes a negligent

misrepresentation (that is, not innocent or fraudulent), we are entitled to take the following actions:

- (a) If, being aware of the full facts, we would not have entered the plan on any terms, this plan will be treated as void from the start of cover and we will refuse all claims, but return your premium;
- (b) If, being aware of the full facts, we would have entered the plan on different terms, the plan will be treated as if it had been entered into on those different terms;
- (c) If, being aware of the full facts, we would have charged a higher premium for the plan, we can reduce your claim proportionately.

If your answers to our questions are false or misleading in any material respect, and you know that they are false or misleading or consciously disregard if they are false or misleading (a “fraudulent misrepresentation”) or any of your conduct involved fraud, this plan will be treated as void from the start of your policy. If this happens, you will lose all your rights under the plan, we will not pay any claim and we will not return any payments.

If cover is voided on one life on a dual /joint cover plan all cover may cease under that plan for both lives, and we will tell you if this is the case.

- 2.2** If your cover ends but is reinstated under section 3.4, we will reinstate it on the understanding that the information given in the evidence of health form in response to our questions and any related document is true and complete and that all information has been provided as required by those questions.

If this is not the case, we will be entitled to take the actions described below, depending on the nature of your breach.

You must answer all of the questions in your evidence of health form honestly and with reasonable care. We will rely on the information you provide when deciding to reinstate your cover and when setting the terms and premium. Where we ask you to answer a specific question, the subject matter of the question is material to the risk we are undertaking or the calculation of the premium or both.

If you have answered our questions honestly and with reasonable care, but if your answer includes a negligent misrepresentation (that is, not innocent or fraudulent), we are entitled to take the following actions:

- (a) If, being aware of the full facts, we would not have entered the plan on any terms, this plan will be treated as void from the start of cover and we will refuse all claims, but return your premium;
- (b) If, being aware of the full facts, we would have entered the plan on different terms, the plan will be treated as if it had been entered into on those different terms;
- (c) If, being aware of the full facts, we would have charged a higher premium for the plan, we can reduce your claim proportionately.

If your answers to our questions are false or misleading in any material respect, and you know that they are false or misleading or consciously disregard if they are false or misleading (“fraudulent misrepresentation”) or any of your conduct

involved fraud, this plan will be treated as void from the start of your policy. If this happens, you will no longer be covered, we will not pay any claim and we will not return any payments.

If cover is voided on one life on a dual /joint cover plan all cover may cease under that plan for both lives, and we will tell you if this is the case.

Making Payments

Section 3

This section explains your obligations in making payments and explains what happens if payments fall behind.

- 3.1** Although each payment is due on the payment dates shown in the plan schedule, we give you 30 days to make the payment unless you make payments monthly, in which case we will give you 10 days to make the payment. (The time allowed is known as a 'period of grace'.) If you become entitled to a benefit during a period of grace, we will take from your benefit any payment that you have not made.
- 3.2** If you have not made a payment by the end of the period of grace, your cover under the plan will end immediately. A payment is not made until we have received it. It is up to you to make sure that we receive your payment. We are entitled to pass on to you any charge which we have to pay because all or part of your payment (for example, a direct debit) is dishonored.
- 3.3** If your cover under the plan ends as described in section 3.2, you can restore your cover within 90 days from the date the first missed payment became due. You must make all the payments which would have been due if your cover had not ended. You will not be entitled to benefits for anything that happens between the end of the period of grace and the date we receive all missed payments.
- 3.4** If, between 90 days and 180 days after the first missed payment being due, you ask for cover to be restored, the life assured must fill in an evidence of health form and all the payments

which would have been made if cover had not ended must be made. If the information on the evidence of health form shows that the health of the life assured is now different to that declared on the application form, we may refuse to restore cover or restore the cover:

- without any change;
- with an increased payment; or
- with new conditions.

If we decide to restore cover, we will ask you to start making payments again. You will not be entitled to benefits for anything that happens between:

- the end of the period of grace; and
- the date, following our agreement to restore cover, on which we receive all missed payments.

If we accept a payment (or part payment) which is no longer due, this does not mean that we are providing cover. We will return the amount we receive as soon as we discover the mistake.

If you have taken out this plan for the purposes of paying inheritance tax due when the life (or lives) assured dies and this plan has been approved by the Revenue Commissioners under Section 72 of CAT Consolidation Act 2003, if the payment is not paid within the 'period of grace' this will cause the contract to lose its eligibility for Section-72 tax relief.

Your cover

Section 4

This section explains the benefits you can choose under the plan.

- 4.1** The benefits provided for a life assured under this plan are shown in the plan schedule. The plan schedule also shows the amount of cover. If, at any stage during the term of your plan, you request to change your benefit amounts and we allow this, your cover amount will be different than that shown on your schedule. We will send you a revised plan schedule showing your new cover. You cannot increase your benefit amount once you have chosen to reduce it.

Your plan may also have indexation (see section 5.1). Check your plan schedule to see if this benefit applies in your case.

All normal conditions for the plan (and any specific details in the sections explaining the benefits) apply to each benefit.

Children's life cover

If cover has not ended, we will pay €7,000 for the funeral expenses of a child of a life assured (see definitions) if the child dies at least six months after the start date. However, the six-month restriction will not apply if the child dies as a result of an accident which happened after the start date. For this benefit, "accidental death" means death caused only and directly as a result of an accident caused by a violent, visible and external event and that is independent of any other cause. For each child we will only pay a total of €7,000. We will not pay this benefit

from more than one plan, even if both of the child's parents are lives assured and even if the life (or lives) assured is covered by more than one plan that provides similar benefits.

Children's life cover does not apply if you have taken out this plan for the purposes of paying inheritance tax due when the life (or lives) assured dies and this plan has been approved by the Revenue Commissioners under Section 72 of CAT Consolidation Act 2003. This is because paying a children's life cover benefit would result in the plan losing its eligibility for Section-72 tax relief.

- 4.2** If we accept a claim for a life cover benefit and there is only one person named on the plan schedule as the life assured (single life), we will pay the life cover shown on the plan schedule. We will also pay any increase due to indexation (see section 5.1) when the life covered dies.
- If there are two people named on the plan schedule as the lives assured, the plan will have been sold on either a dual-life, joint-life first-death or joint-life second-death basis. The plan schedule will show the basis the plan has been provided under.
 - If the plan has been sold on a dual-life basis, we will pay the life cover shown for each life on the plan schedule (plus any increase due to indexation) when each of the lives assured die. The plan will not end until both lives assured have died and we have paid a death benefit on each death. When the first life assured dies, you must continue to make payments until the death of the second life.
 - If the plan has been sold on a joint-life first-death basis, we will pay the life cover shown on the plan schedule (plus any increase

due to indexation) when the first of the lives assured dies. The plan will then end even though one life is still alive.

- If the plan has been sold on a joint-life second-death basis, we will pay the life cover shown on the plan schedule (plus any increase due to indexation) when the second of the lives assured dies. After the first death of the two lives assured, you must continue to make payments, and we will not pay any benefit.

Check your plan schedule to see which basis your plan has been provided under.

- 4.3** If a life assured is 'diagnosed as having a terminal illness' (as in section 4.4), we will pay the full benefit amount as shown on the plan schedule plus any increase due to indexation. If there are two people named on the plan schedule as the lives assured, whether we pay the full benefit amount when one is diagnosed with a terminal illness will depend on the basis (dual-life, joint-life first-death and joint-life second-death bases) that the policy has been provided under.

Terminal Illness cover does not apply if you have taken out this plan for the purposes of paying inheritance tax due when the life (or lives) assured dies and this plan has been approved by the Revenue Commissioners under Section 72 of CAT Consolidation Act 2003. This is because paying a terminal illness cover benefit would result in the plan losing its eligibility for Section-72 tax relief.

- 4.4** A life assured is 'diagnosed as having a terminal illness' if the attending consultant gives a definite diagnosis that, our Chief Medical Officer agrees, satisfies both of the following:

- The illness has either no known cure or has progressed to the point where it cannot be cured; and
- In the opinion of the attending consultant that the illness is expected to lead to death within 12 months

- 4.5** All cover will end when one of the following happens (whichever is first).

- At the end of a period of grace, if all or part of a payment has still not been made.
- When we have paid the life cover benefit amount shown on the plan schedule plus any increase due to indexation (unless the policy has been provided on a dual-life basis in which case life cover will end when we have paid a life cover benefit amount twice, in other words, when each life assured named on the plan schedule dies). When cover for both people on a dual-life policy has ended, the plan ends.

Free immediate cover

This is an automatic additional benefit. We will pay the death benefit (to a maximum of €1,000,000) on death of the person or people named on the application as the life assured between the time the application is received by Irish Life and the earlier of the following:

- the day of the final underwriting decision
- 90 days from the date we receive the application

There are the following restrictions:

- The benefit payable is subject to the lesser of the life sum assured or €1,000,000
- The benefit is subject to a maximum entry age of 74
- The benefit will not be payable if Irish Life were unable to offer acceptance terms for life cover had the normal application process been completed in accordance with our normal assessment procedures
- Exclusions apply around the nature of the death e.g. suicide or intentional self-inflicted injury causing death are excluded. For full details of exclusions see section 6.4

4.6 If there are two people named on the application as the lives assured, whether we pay the benefit amount when one life assured dies will depend on the basis (dual-life, joint-life first-death and joint-life second-death bases) that the lives assured have applied for.

- If the application is on a dual-life basis the benefit will be payable if either of the lives assured die within the qualifying period described above.
- If the application is on a joint-life first-death basis the benefit will be payable if the first of the lives assured dies within the qualifying period described above.
- If the application is on a joint-life second-death basis the benefit will be payable if the second of the lives assured dies within the qualifying period described above.

We will not be able to provide you with free immediate cover if at the time of application, you've applied for, or are in the process of applying, for similar cover with another insurance company

We will only pay once under Free Immediate Cover in respect of any life, regardless of the number of plans or applications a person has with Irish Life

Indexation and guaranteed insurability

Section 5

This section explains how, for an extra charge, you can get some protection against inflation and how you can increase your cover following certain life events without providing evidence of health.

5.1 Indexation

This section applies if the plan schedule shows that indexation applies. This option works as follows:

- a) Before the first and second increase date (see definitions section), we will offer you the opportunity to increase the amount of your cover. The increase will apply from the increase date. The increase in cover will be 3% each year. The life assured does not need to give evidence of health for these increases.
- b) Your payments will increase by 5% each year.
- c) If you want to cancel an increase in cover, you must tell us in writing before the increase date. If you do not cancel an increase in cover, the increased payment will be due from the increase date.
- d) If you do not cancel an increase in cover, we will offer you an increase in cover in the next two years. Each increase will apply from the increase date.

- e) If you cancel the increase two years in a row, we will not offer you any further increases. You should bear this in mind, as the only other way of increasing the cover under your plan is outlined in section 5.2.
- f) Indexation will cease immediately after the indexation on the policy anniversary before the policyholder's 75th birthday, or in the case of a dual or joint life case, before the older of the two policyholders 75th birthday.

5.2 Guaranteed insurability option

This is an automatic additional benefit we offer on all **Life Long Insurance** plans and is a way of increasing your life cover without having to provide evidence of health.

If you decide to take advantage of this option, you can increase your life cover benefit by:

- 50% of the original benefit amount at the start date of your plan; or
 - € 100,000;
- whichever is lower.

You can take advantage of this option within three months of any of the following life events:

- getting married;
- having or adopting a child;
- an increase in CAT liability:
 - a) due to an increase in the inheritance tax rate

- b) due to a reduction in the inheritance tax bands, exemptions or reliefs.
- c) Growth in assets

Where the insured person's potential tax liability has increased because their assets have grown, we will need proof in the form of written evidence to Irish Life's satisfaction that confirms the increase in your assets.

You can find more information on CAT on www.revenue.ie

There are certain exclusions which apply to this option which you should be aware of:

- This option will end on the 65th birthday of the relevant life assured (if the basis of cover is single life or dual life) and on the 65th birthday of the older life assured (if the basis of cover is either joint-life first-death or joint-life second-death).
- You can only take advantage of this option twice.
- The plan or cover must not have already ended as a result of missed payments or a benefit event happening.
- You will be offered a new whole-of-life plan with a guaranteed payment, assuming we have this type of product available at that time. The cost of the new plan will be based on the terms which apply at that time.
- We will issue the new plan under our normal terms which apply at the time this option is exercised.

- Any special conditions which attach to this plan will apply to the new plan, in particular, if you are classed as a smoker on your existing plan you will be classed as a smoker on the new plan. You may have the option of moving to non-smoker rates at the time of conversion, subject to process, sum assured, age criteria or other rules, that are then in place in relation to changes of smoker status .
- This option will not apply to the new plan.
- If you have reduced your benefit amounts, the option will be based on your current or original benefits, whichever is lower.
- If your responsibility to pay more CAT is due to the removal of any tax exemption on existing assets being removed, we will not class this as a special event.

5.3 Optional reductions

If your plan has not ended, subject to certain rules, you may ask us to reduce your cover. However, for your plan to continue, the life assured must always have life cover of at least €1,000.

If you have taken out this plan for the purposes of paying inheritance tax due when the life (or lives) assured dies and this plan has been approved by the Revenue Commissioners under Section 72 of CAT Consolidation Act 2003, reducing your sum assured could affect your eligibility for this tax relief. Please see section 8 for more details.

If you choose to reduce your level of cover, we will review your payments. Payments must be at least €15 a month including the government levy (or another amount we may specify at the time).

Exclusions

Section 6

This section explains the circumstances in which we will not pay benefits.

6.1 If a life assured dies within a year of the start date, as a result of their own deliberate act, or a penalty imposed by a court of law, we will not pay you any benefit under the plan. If a life assured dies within a year of increasing the life cover, as a result of their own deliberate act, or a penalty imposed by a court of law, we will only pay you the original benefit under the plan. But if your plan has been assigned as a condition of the granting of a loan and the assignee can prove entitlement to all or part of the benefits under your plan, we will pay the lessor of the outstanding loan amount or the amount that would otherwise be payable under the plan, before the act which caused the death or for which the penalty was imposed.

6.2 If, within a year of the start date, a life assured is diagnosed as having a terminal illness as a result of their own deliberate act, we will not pay you any benefit under the plan. If, within a year of increasing the life cover, a life assured is diagnosed as having a terminal illness as a result of their own deliberate act, we will only pay you the original benefit under the plan. But if your plan has been assigned as a condition of the granting of a loan and the assignee can prove entitlement to all or part of the benefits under your plan, we will pay the lessor of the outstanding loan amount or the amount that would otherwise

be payable under the plan, before the act which caused the death or for which the penalty was imposed.

6.3 We will only pay the life cover benefit for a life assured who has been diagnosed as having a terminal illness only if the life assured lives in one of the accepted countries. These are any Member State of the European Union, UK, Australia, Canada, New Zealand, Norway, South Africa, Switzerland and the USA.

For terminal illness, we reserve the right to refuse to accept medical evidence produced from any country in respect of life cover, other than from a recognized hospital in Ireland or the UK or health professional resident in Ireland or the UK.

6.4 We will not pay free immediate cover benefit in the following circumstances:

- i. If death is caused directly or indirectly by taking part in a criminal act.
- ii. If death is self-inflicted or caused directly or indirectly by the life assured taking alcohol, where there is a history of alcohol abuse, or taking illegal drugs.
- iii. If death is as a result of suicide or deliberate self-inflicted injury causing death.
- iv. If the life assured failed to follow reasonable medical advice or failed to follow medically recommended therapies, treatment or surgery.

- v. If death is caused by the life assured taking part in hazardous pursuits, including but not limited to the following:
 - Abseiling
 - Bobsleighing
 - Boxing
 - Flying, taking part in any flying activity, other than as a passenger in a commercially licensed aircraft on a regular public airline
 - Hang gliding
 - Horse racing (but not general equestrian activities)
 - Motor car or motorcycle racing or sports
 - Mountaineering
 - Mixed Martial Arts
 - Parachuting
 - Pot-holing or caving
 - Power-boat racing
 - Rock climbing
 - Scuba-diving
- vi. If Irish Life were unable to offer acceptance terms for life cover had the normal application process been completed in accordance with our normal assessment procedures.
- vii. If death occurs outside Ireland, UK, EU, Norway, Switzerland, Australia, New Zealand, South Africa, Canada and USA

Claims

Section 7

This section explains how to make a claim and how we will assess your claim.

- 7.1** Your benefits have been calculated on the basis that the date of birth of the life assured is as shown on the application form. When you make a claim, we will ask you to provide proof of the date of birth. If the date of birth on the application form is not correct, we will recalculate the benefits in line with the correct date of birth.

Your benefits have been calculated on the basis of your smoking/tobacco consumption/ vaping status shown on your application form. When a claim is made we may wish to verify these facts and if incorrect information was given originally, then no claim may be payable.

- 7.2** We will not consider any claim until we have received the following.
- A properly filled-in claim form.
 - If someone else makes a claim on your behalf, we will ask the person making the claim for a power of attorney
 - If the life assured has died, we may ask for a grant of probate or letters of administration.
 - Proof (in the form of a birth certificate) of the age of the life assured.

- The plan schedule, including any plan documents provided as a result of changes made to the plan. If they are not available, whoever makes the claim must accept legal responsibility if it turns out that someone else is entitled to the benefit.

If you are claiming for the death of a life assured or the funeral expenses of a child, we are entitled to ask for proof of death in the form of a death certificate, and any other proof we reasonably need.

If you are claiming life cover benefit for a terminal illness; you must tell us, in writing, about the surgery, diagnosis or admission to hospital within six months of the day on which it occurred. If you do not, we may refuse to pay the benefit if we have been prejudiced by the delay. You must provide and pay for any certificates, tests, information or evidence which we reasonably need to prove your claim. The life assured must agree to any medical examinations and tests that are necessary to prove your claim. If you fail or the life assured fails to meet these requirements within a reasonable time, or if the life assured fails to follow the advice of a registered medical practitioner, we will not pay the benefits until you, or the life assured, correct this failure. If this failure cannot be corrected, then we may refuse to pay the claim. We may also adjust the life cover benefits for the death of the life assured, or end the plan altogether. If any of the information we have been given is not correct, true or complete, we may not pay the benefits claimed and may also alter the other benefits under the plan, or end the plan altogether, in accordance with Section 2.

If you are claiming for the free immediate cover benefit, Irish Life will not pay it until we can be satisfied that acceptance terms would have been offered and we will need to obtain medical evidence to check this. If medical evidence is not obtainable then no claim will be considered.

If any of the information we have been given is not correct, true or complete, we will not pay the benefits claimed and may also alter the other benefits under the plan, or end the plan altogether

Tax

Section 8

This section explains what will happen if there is any change in Irish tax law.

- 8.1** Under current Irish law, tax does not have to be deducted from life cover benefits.

If the plan is owned by a company or payments are made by anyone other than the legal owner of the plan, for example from a company or business account, tax may be due. In these circumstances, we recommend that you contact a financial advisor.

A government levy is charged on payments that you make under this plan (as at August 2021).

Any taxes or levies imposed by the government will be deducted by Irish Life. We will deal with this plan in line with the requirements of the Revenue Commissioners. If Irish tax laws or any other relevant laws change after the start date, we will change the terms and conditions of the plan if we need to do this to keep the plan in line with those changes. We will write and tell you about any changes in the terms and conditions.

However, we recommend that you seek independent tax advice in respect of your own specific circumstances.

- 8.2** If you have taken out this plan for the purposes of paying inheritance tax due when the life (or lives) assured dies and this plan has been approved by the Revenue Commissioners under Section 72 of CAT Consolidation Act 2003, your dependents will

not pay inheritance tax on the benefit if the proceeds are used to pay inheritance tax in certain circumstances. If any of the benefit is not used to pay allowable inheritance tax, your dependents may have to pay inheritance tax on that amount of the death benefit. There is no inheritance tax due on an inheritance between a married couple or registered civil partners.

The exemption from inheritance tax outlined above will only apply if the plan continues to qualify as a Section-72 plan. If you change the plan in any way, it could lose its Section-72 status. Events which may cause the plan to lose its Section-72 status would include choosing to stop making payments.

If your plan loses its Section-72 status, it will not be possible to get Section-72 status back in the future.

If your plan does not have Section-72 approval at the start of your policy, you cannot get it at a later date.

We recommend that you seek independent tax advice in respect of your own specific circumstances.

Other information

Section 9

This section provides other information you need to know.

- 9.1** This plan does not have any cash-in value.
- 9.2** This plan is governed by the law of Ireland, and the Irish courts are the only courts which are entitled to hear any dispute.
- 9.3** If any court or any other relevant authority deem any provision (or part of a provision) of these conditions invalid, illegal or unenforceable then this provision will not form part of this contract. The other provisions of the contract will not be affected by this decision.
- 9.4** If you assign (transfer) the plan to someone else, the person you assign it to must write and tell us at:

Irish Life Assurance plc.
Irish Life Centre
Lower Abbey Street
Dublin 1.

If you have taken out this plan for the purposes of paying inheritance tax due when the life (or lives) assured dies and this plan has been approved by the Revenue Commissioners under Section 72 of CAT Consolidation Act 2003, assigning the plan to someone else could result in the plan losing its eligibility for relief from Inheritance Tax under Section 72.



Contact us

Phone: 01 704 2000

Fax: 01 704 1900

Email: customerservice@irishlife.ie

Website: www.irishlife.ie

Write to: Irish Life Assurance plc, Irish Life Centre, Lower Abbey Street, Dublin 1.

TC 1544 Rev (08-21)

Form: WOL5SAA/WOL5DAA/WOL5FAA/WOL5LAA/IN5XSAA/IN5XLAA/WOLCSAA/WOLCDAV/INCXSAA

In the interest of customer service we will record and monitor calls.

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