

Critical Illness and Personal Accident Insurance including Evacuation/Repatriation Expenses and Emergency Medical Expenses Incurred during Evacuation/ Repatriation.

Information for Members

This document provides information to **Members** about the Critical Illness, Personal Accident and Evacuation/Repatriation Policy that **Fórsa** purchases on behalf of its Members and is not the full policy that constitutes the contract between **Fórsa** and their Insurers.

How to navigate this document.

In the Contents Page click on any heading which will navigate to the relevant section of Information. To return to the Contents page click (return to contents) at the top or bottom of each page

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Upon request the **Insurers** can provide Braille, audio or large print versions of this document. If **You** require an alternative format, **You** should contact Keaney Insurance Brokers through whom the Policy was arranged.

Words in bold type and/or with capitalised first letters are defined in, applicable to and bear the same meaning throughout this document or the section in which they appear, or as the context requires. **Insurers, We, Us** and **Our** mean Lloyd's Insurance Company SA. The **Insured, You, Your**, and the **Member** mean the beneficiary entitled to cover under this insurance.

What is Fórsa ?

Fórsa is a trade union formed on 2nd January 2018 and was formed after the members of The Irish Municipal, Public and Civil Trade Union (IMPACT), the Civil, Public and Services Union (CPSU), and the Public Service Executive Union (PSEU) voted to amalgamate the three organisations in November 2017.

What is covered in the Policy?

Subject to the policy terms and conditions detailed within this document, cover is provided for the following;

- **Critical Illness** - a **Member** diagnosed with one the **Critical Illnesses** or undergoes one of the Medical Events detailed in this document.
- **Personal Accident** – a **Member** permanently disabled as defined within this document
- **Evacuation/Repatriation** – a **Member** requiring Evacuation or Repatriation to their country of domicile as a result of accidental bodily injury or illness. This includes the repatriation of mortal remains and any Emergency Medical Expenses necessarily incurred **during the evacuation or repatriation**.

How much is the benefit?

- **Critical Illness** EUR 5,000
- Personal Accident EUR 5,000
- Evacuation/Repatriation Up to a maximum of EUR 250,000
(excess the first EUR 100 each and every claim)

Who is covered in the Policy?

All current **Members** of **Fórsa** who are under the age of 70 and have been a **Member** for a continuous period of 6 months.

What if I leave Fórsa ?

Cover will finish if **You** cease to be a **Member** of **Fórsa** . Cover will also cease if **You** are paid a **Critical Illness** or Personal Accident claim.

Who are the Insurers for the Policy?

Lloyd's Insurance Company S.A. ("Lloyd's Europe")

Lloyd's Insurance Company S.A. is a Belgian limited liability company with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be.

Website address: www.lloyds.com/brussels

E-mail: enquiries.lloydsbrussels@lloyds.com

Who is my Representative in Ireland?

Keaney Insurance Brokers Limited,
30, Lower Leeson Street,
Dublin 2
Telephone: (01) 661 8080

How do I make a claim?

Section A –Critical Illness and Section B Personal Accident and Illness

All claims should initially be addressed to:

Keaney Insurance Brokers Limited

30, Lower Leeson Street,
Dublin 2
Telephone: (01)-661-8080

All returned claims forms returned by **You** will be handled by:

Sedgwick

Merrion Hall,
Strand Road,
Sandymount,
Dublin 4
Telephone: (01) 661 5344

The period of limitation for claims based on the Policy is 3 years, calculated from the expiring of the calendar year the **Member** receives knowledge of his/her right to claim and could have placed such claim.

Section B – Evacuation/Repatriation in the Event of a Medical Emergency

All claims should initially be addressed to:

INTANA Global

Telephone: +44 (0) 208 865 3140

Email: TMKassistance@intana-global.com

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What if I have a complaint?

Section A - Critical Illness, Personal Accident and

Section B - Evacuation/Repatriation Expenses and Emergency Medical Expenses Incurred during Evacuation/ Repatriation

Any complaint should be addressed to:

Service Manager
Operations Team
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brüssels
Belgium
Tel: +32 (0)2 227 39 40
E-Mail: lloydsbrussels.complaints@lloyds.com

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. **You** will also be informed of the name of one or more individuals that will be **Your** point of contact regarding **Your** complaint until the complaint is resolved or cannot be progressed any further. **You** will be provided with an update on the progress of the investigation of **Your** complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on **Your** complaint will be provided to **You**, in writing, within 40 (forty) business days of the complaint being made.

Should **You** remain dissatisfied with the final response or if **You** have not received a final response within 40 (forty) business days of the complaint being made, **You** may be eligible to refer **Your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Republic of Ireland

Tel: +353 1 6 567 7000
E-Mail: info@fspo.ie
Website: www.fspo.ie

If **You** have purchased **Your** contract online **You** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to **Your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **Your** contractual rights.

What are my Data Rights?

Your privacy notice

Who **We** are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Brussels") found in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about **You** to provide **You** with the insurance cover or the insurance cover that benefits **You**, and to meet **Our** legal obligations and the obligations of others in the insurance chain.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover, or the cover from which **You** benefit. This information may include special categories of personal data details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** need **Your** consent to process certain categories of information about **You** (including special categories of personal data details as mentioned above). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). Nevertheless, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared and used by a number of third parties in the insurance sector (both inside and outside Belgium, and inside and outside the EU). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

We keep **Your** personal details for no longer than is necessary in offering the insurance arranged or to comply with **Our** legal or regulatory requirements.

Other people's details **You** provide to **Us**

Where **You** provide **Us** (or **Your** insurance agent or insurance broker) with details about other people, **You** must ensure that this short form privacy notice is provided to them.

Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice, which is available in the Privacy section of **Our** website <https://www.lloydsbrussels.com> or in other formats on request.

Complaints, contacting **Us** and the regulator, and **Your** rights

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or see a copy of **Our**

full privacy notice, please contact **Us** or go to the Privacy section of **Our** website <https://www.lloydsbrussels.com> where **We** have full details.

Alternatively, **You** may contact the insurance agent or insurance broker that arranged this insurance at:

Keaney Insurance Brokers Limited,
30, Lower Leeson Street,
Dublin 2,

Telephone: (01) 661 8080

www.keaneyinsurance.ie
info@keaneyinsurance.ie

You have the right to lodge a complaint with the competent data protection authority, but **We** encourage **You** to contact **Us** before doing so.

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11/06/2019

Under which law does the Policy operate?

Irish Law shall governs the Policy and Irish Law alone has jurisdiction in any dispute.

Currency?

The currency of all monetary sums payable to or by the **Insurers** under the Policy and any sums insured, shall be the Euro.

Fraud

Any fraud, concealment, or deliberate misstatement by a **Member**, if unknown to the Insured affecting Insurance under this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it relates to the **Member** in question but any such fraud, concealment, or deliberate misstatement by or known to the Insured shall render the whole Insurance null and void and all claims hereunder shall be forfeited.

Sanctions Exclusion

Insurers will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by any applicable law or regulation.

The following pages detail the full policy terms and conditions for Section A Critical Illness and Personal Accident Insurance.

Section A - Critical Illness and Personal Accident Insurance

The **Insurers** will pay the sum specified to a **Member** after production of satisfactory proof, as determined by the **Insurers**, of:

- i. the happening of the **Event**; and
- ii. the age of the **Member**.

Definitions

Event

The **Event** shall be in respect of any claim under:

- (i) the **Critical Illness** Insurance, the diagnosis of any covered Illness.
- (ii) the Personal Accident and Illness Insurance, Evacuation/Repatriation Expenses and Emergency Medical Expenses Incurred during Evacuation/ Repatriation Insurance, the accident or illness.

Pre-existing Condition

An illness, disease, or condition for which (i) the **Member** either received medical treatment or advice from a **Qualified Medical Practitioner**; or (ii) was or should have been, aware existed prior to the **Member** becoming insured under the Policy;

and

and in the opinion of the **Insurers** results directly or in any way contributes to the illness or disease of the **Member** under this insurance.

Critical Illness Insurance

Specific Conditions and Provisions

General Pre-existing Conditions Exclusion

The **Insurers** will not be liable for any claim, whether for **Critical Illness** or Personal Accident Insurance which is directly arising out of any **Pre-existing Condition** or physical disability which occurred in the 24 months prior to a **Member** becoming Eligible.

The Insurers will pay the **Critical Illness** Benefit to a **Member** if that **Member** is diagnosed as suffering from or undergoes any one of the Medical Events as defined below, subject to the terms, conditions and exclusions herein. All diagnoses and medical opinions must be given by a medical specialist who:

- is a resident and a practising qualified doctor in any member country of the European Union, Australia, Canada, Channel Islands, Cyprus, Gibraltar, Iceland, Isle of Man, Malta, New Zealand, Norway, Switzerland, or the United States of America.
- is acceptable to **Our** Chief Medical Officer; and
- is a specialist in an area of medicine appropriate to the cause of the claim.

PROVIDED ALWAYS THAT the Benefit provided by this Insurance shall be limited to the Benefit stated in the Schedule, and payment of such Benefit for any cause shall constitute a full discharge of the Insurers' liability under this Insurance to the extent of the amount of Benefit paid.

If the **Critical Illness** Benefit has already been paid, the Insurers' liability in the event of subsequent death will be limited to the difference between the Death Benefit specified on the Schedule and the **Critical Illness** Benefit already paid.

Summary of Medical Events/Critical Illnesses Covered

1. Cancer
2. Coronary artery bypass grafts
3. Heart attack
4. Kidney failure
5. Major organ transplant
6. Stroke
7. Loss of Limb
8. Blindness

PLEASE READ FULL DEFINITIONS OF THESE ILLNESSES BELOW.

Does medical information have to be provided?

There is no medical information required from a Member before being covered. Normally all applicants for **Critical Illness** cover must complete an application form describing their past medical and family history. This is a screening process that invariably results in approximately 5% of all applicants being refused cover and a further 5% getting limited cover or cover subject to a substantial additional charge. As this process will not apply to this, the **Insurers** have had to put three sets of provisions in place relating to what are known as 'pre-existing conditions' which should be noted.

Pre-existing Conditions

1. Where a **Member** has previously suffered, at any time prior to the commencement date of his cover, from one of the **Critical Illnesses** covered they will never be covered for that Illness and cannot therefore claim for that **Critical Illness**. For example, if they contracted cancer in 1990 they can never claim under cancer. In the example of cancer, however, they are covered for the remaining **Critical Illnesses**.

In addition, because of the links between heart attack, stroke, coronary artery surgery, angioplasty and heart transplant, if they have ever suffered from or undergone one of the above prior to the commencement date of cover, they can never claim for heart attack, coronary artery bypass grafts, major organ transplant or stroke. For example, if they underwent coronary artery surgery in 1992, they will never be covered for and cannot claim in respect of heart attack, stroke, or coronary artery bypass grafts or heart transplant. They are, however, covered for the remaining Illnesses.

2. In the event of one of the **Critical Illnesses** covered occurring within two years of the commencement date of their cover, they will not be paid a claim for a particular Illness, and cover for that Illness will cease, if prior to the commencement date of their cover they suffered from any one **related condition** as set out below for each Illness under "pre-existing conditions".

For example, a claim would not be paid, and cover for kidney failure will cease, in the event of kidney failure occurring in the first two years of cover, if prior to the commencement date of cover they had suffered from polycystic kidney disease. Similarly, a claim would not be paid, and cover for heart attack will cease, in the event of a heart attack occurring in the first two years of cover, if prior to the commencement date of cover they had suffered from diabetes.

It should be noted that the second set of provisions only arise if the event occurs within the first two years of cover. Thus, a diabetic who first suffers a heart attack three years after the commencement date of cover will be eligible to claim.

3. No cancer claims will be paid where the condition presents within the first six months of joining the Insured; that is, during the six month waiting period before the **Member** becomes eligible for cover after joining the Insured. In such circumstances **Critical Illness** cover in respect of cancer ceases.

Explanation of each Critical Illness and its pre-existing conditions

This section outlines the policy definition of the **Critical Illnesses** that are covered under the Insurance, a brief simple explanation of each Illness, and information on the related conditions that preclude cover in the event of Insured Illnesses occurring within the first two years of cover. These should be read in conjunction with paragraph 1 and 2 of Pre-existing Conditions.

Cancer – excluding less advanced cases

Definition:

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue.

The term malignant tumour includes leukaemia, lymphoma and sarcoma.

For the above definition, the following are not covered:

- All cancers which are histologically classified as any of the following:
 - pre-malignant;
 - non-invasive;
 - cancer in situ;
 - having either borderline malignancy; or having low malignant potential.
- All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 (i.e. Gleason score 7 or above only) or having progressed to at least clinical TNM classification T2N0M0.
- Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.
- Any skin cancer, other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin) i.e. \geq Clarks level 2.
- Basal Cell Carcinomas of the skin, as they are non-malignant.
- Squamous Cell Carcinomas of the skin unless they have spread to the lymph nodes or metastasised (spread to another part of the body).
- Any bladder cancer unless histologically classified as having progressed to at least TNM classification T2N0M0
- If **You** are HIV (human immunodeficiency virus) positive, **You** will not be covered for lymphoma or Kaposi's sarcoma, as these tumours are directly related to the virus.

No cancer claims will be paid where the condition presents within the first six months of a **Member** joining the Scheme. In such circumstances cover in respect of cancer ceases.

In simpler terms:

The term 'cancer' is used to refer to all types of malignant tumours (tumours which can spread to distant sites) as opposed to benign tumours (which do not spread elsewhere in the body). A tumour is caused when the process of creating and repairing body tissue goes out of control, leading to an abnormal mass of tissue being formed.

A malignant tumour:

- *may grow quickly;*
- *often invades nearby tissue as it expands;*
- *often spreads through the blood or the lymph vessels to other parts of the body; and*
- *usually continues to grow and is life-threatening unless it is destroyed or removed.*

You can claim if **You** are diagnosed as suffering from a malignant tumour which has invaded surrounding tissue unless **We** specifically do not cover the type of cancer or tumour. The claim must be supported by a microscopic examination of a sample of the tumour cells – this is known as ‘histology.’ The histology examination is carried out on tissue removed during surgery or by biopsy (a procedure to remove a sample of the tumour for examination).

We do not cover cancers ‘in situ’ (cancers in a very early stage that have not spread in any way to neighbouring tissue) or premalignant and non-invasive tumours. These are well-recognised conditions, and cancers detected at this stage are not likely to be life-threatening and are usually easily treated. An example of this would be carcinoma (cancer) in situ of the cervix (neck of the womb) which is easy to treat and cure.

With increased and improved screening, prostate cancer is being detected at an earlier stage. At early stages these tumours are treatable and the long-term outlook is good. It is not possible to provide full **Critical Illness** cover against these early prostate cancers. **We** will not pay a claim for prostate cancer under this definition of cancer unless the tumour has a Gleason score (a method of measuring differentiation in cells) of greater than 6 (in other words, a Gleason score of 7 or above) or it has progressed to at least clinical classification of T2N0M0. The ‘Gleason score’ and the ‘TNM classification’ are ways of measuring and describing how serious the cancer is, and whether it has spread beyond the prostate gland based on what it looks like under a microscope.

We will cover leukaemia (cancer of the white blood cells) and Hodgkin’s disease (a type of lymphoma). However, for **Us** to cover a claim for chronic lymphocytic leukaemia, it must have progressed to Binet Stage A. (Binet Stage A is where there is no anaemia, no thrombocytopaenia and fewer than three areas of enlarged nodes.)

Most forms of skin cancer are relatively easy to treat and are rarely life-threatening. This is because they do not spread out of control and do not produce growths in other parts of the body. The only forms of skin cancer that **We** cover are malignant melanoma which has been classified as being a ‘Clark level 2’ or greater, and squamous cell carcinoma which has spread to the lymph nodes or metastasised (spread to another part of the body). Clark’s system is an internationally recognised method of classifying skin melanomas and uses a scale of 1 to 5. A Clark level 1 reflects a very early melanoma which carries a favourable long-term outlook.

Many forms of bladder cancer have a slow course over many years and are managed by surgery or diathermy (using heat to treat body tissues with high-frequency electromagnetic currents). The outlook for patients with these superficial bladder cancers is very good. The TNM classification system is internationally recognised and used as a way of measuring a tumour. The ‘T’ part relates to the primary tumour and is graded on a scale of 1 to 4. T1 represents a small tumour restricted to the organ. **We** will not pay a claim for a T1 bladder cancer unless lymph nodes or metastases (the cancer spreading) are involved as measured by the ‘N’ and ‘M’ parts of TNM.

Pre-existing conditions:

If **You** have been diagnosed with cancer or ductal carcinoma in situ of the breast prior to the commencement date of **Your** cover, **You** can never claim for **Critical Illness** benefit for cancer.

If **You** have a history of carcinoma in situ, Bowens disease, familial polyposis of the colon, Hodgkin’s disease, leukoplakia, Barrett’s oesophagus, ulcerative colitis or Crohn’s disease prior to the commencement date of **Your** cover and **You** are found to have cancer within the first two years of **Your** cover, no **Critical Illness** benefit will be payable and **You** will cease to be covered for cancer.

Coronary artery bypass grafts

Definition:

The undergoing of surgery on the advice of a Consultant Cardiologist to correct at least 70% narrowing or blockage of one or more coronary arteries with by-pass grafts via a thoracotomy, a thoracoscope or mini thoracotomy.

For the above definition, the following are not covered:

- balloon angioplasty, atherectomy, insertion of stents and laser treatment or any other procedures.

In simpler terms:

You may need coronary artery surgery if one or more coronary arteries (the arteries which supply blood to the heart) are narrowed or blocked. The surgery is done to relieve the pain of angina or if the blocked artery is life-threatening.

Coronary artery bypass surgery is carried out by taking a vein, normally from the thigh, and using it to direct blood past the diseased or blocked artery.

You will be able to claim if **You** have coronary artery bypass surgery for ischaemic heart disease of at least 70% in one artery. **You** are not covered under this definition for any other techniques used, such as angioplasty or laser relief.

Ischaemic heart disease happens if there is inadequate blood flow through the coronary arteries to the heart due to a build-up of fatty materials (such as cholesterol) in the artery walls.

Pre-existing conditions

If **You** have ever suffered from a heart attack or stroke or undergone coronary artery surgery, angioplasty or heart transplant prior to the commencement date of **Your** cover **You** can never claim for **Critical Illness** benefit under heart attack, coronary artery bypass grafts, major organ transplant or stroke.

If **You** have a history of coronary artery disease, aneurysm, atrial fibrillation, cardiomyopathy diabetes mellitus, peripheral vascular disease, hypertension, hypercholesterolaemia, tachycardia or valvular heart disease, prior to the commencement date of cover and **You** require coronary artery bypass grafts within the first two years of **Your** cover, no **Critical Illness** benefit will be payable and **You** will cease to be covered for coronary artery bypass grafts.

Heart attack – of Critical severity

Definition:

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- New characteristic electrocardiographic (ECG) changes.
- The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher:

Troponin T > 1.0 ng/ml

AccuTnl > 0.5 ng/ml or equivalent threshold with other Troponin 1 methods.

The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- Other acute coronary syndromes including but not limited to angina.

In simpler terms:

A heart attack (myocardial infarction) happens when an area of heart muscle dies because it does not get enough blood containing oxygen. It is usually caused by a blocked artery and causes permanent damage to the part of the heart muscle affected. The blockage is usually caused by a clot (thrombosis) where the artery has already grown narrow.

*To confirm the diagnosis, **Your** doctor will usually test **Your** heart using a machine called an electrocardiograph (ECG). This tells the doctor if there have been any changes in the heart's function and if it is likely that **You** have had a heart attack.*

***Your** doctor will also take a blood sample. This can show that markers are present in the blood (in the form of enzymes or troponins) at a much higher level than is normally expected.*

***You** can claim if **You** are diagnosed as having suffered death of heart muscle. **Your** claim must be supported by an increase in cardiac enzymes or troponins that are typical of a heart attack (released into the bloodstream from the damaged heart muscle) and new ECG changes typical of a heart attack.*

Pre-existing conditions

*If **You** have ever suffered from a heart attack or stroke or undergone coronary artery surgery, angioplasty or heart transplant prior to the commencement date of **Your** cover, **You** can never claim for **Critical Illness** Benefit under heart attack, coronary artery bypass grafts, major organ transplant or stroke.*

*If **You** have a history of aneurysm, atrial fibrillation, cardiomyopathy, coronary artery disease, diabetes mellitus, peripheral vascular disease, hypertension, hypercholesterolaemia, tachycardia or valvular heart disease prior to the commencement date of cover and **You** suffer a heart attack within the first two years of **Your** cover, no **Critical Illness** benefit will be payable and **You** will cease to be covered for heart attack.*

Kidney failure –requiring ongoing dialysis

Definition:

Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is necessary and ongoing.

In simpler terms:

The kidneys act as filters which remove waste materials from the blood. When the kidneys do not work properly, waste materials build up in the blood. This may lead to life-threatening problems. The body can function with only one kidney, but if both kidneys fail completely, dialysis (kidney machine treatment) or a kidney transplant will be necessary. In some circumstances it is possible for the kidneys to fail temporarily and recover following a period of dialysis.

You will be able to claim if **You** provide satisfactory medical evidence to show that both **Your** kidneys have failed completely and permanently and **You** need regular long-term dialysis or a kidney transplant.

Pre-existing conditions:

If **You** have ever been diagnosed with kidney failure prior to the commencement date of **Your** cover, **You** can never claim for **Critical Illness** benefit for kidney failure.

If **You** have a history of diabetes mellitus, glomerulonephritis, nephrotic syndrome, polycystic kidney disease, hypertension, paraplegia or pre-existing renal impairment with raised serum creatinine prior to the commencement date of cover and **You** suffer kidney failure within the first two years of cover, no **Critical Illness** benefit will be payable and **You** will cease to be covered for kidney failure.

Major organ transplant – Critical organs

Definition

The undergoing as a recipient of a transplant of bone marrow or of a complete heart, liver, lung, or pancreas, or inclusion onto the official programme waiting list of a major Irish or UK hospital for a procedure as listed.

For the above definition, the following are not covered:

- Transplant of any other organs, parts of organs, tissues or cells;

In simpler terms:

*Serious disease or injury can severely damage the heart, lungs, liver or pancreas. The only form of treatment available may be to replace the damaged organ with a healthy organ from a donor. This is a major operation and the tissues of the donor and patient must be matched accurately. For this reason, **You** could be on a waiting list for a long period waiting for a suitable organ. **We** also cover bone-marrow transplants.*

You can claim if **You** have had a transplant from a donor of any of the organs listed or are on an official Irish or UK programme waiting list for a transplant.

Pre-existing conditions

*If **You** have ever suffered from a heart attack or stroke or undergone coronary artery surgery, angioplasty, heart transplant or any other major organ transplant prior to the commencement date of cover **You** can never claim for **Critical Illness** benefit under heart attack, coronary artery bypass grafts, major organ transplant or stroke.*

*If **You** have a history of the following:*

- *Heart conditions - congestive cardiac failure, cardiomyopathy, coronary artery disease, left ventricular failure, hypertensive heart disease, any congenital or acquired structural cardiac abnormalities, ischaemic heart disease*
- *Lung conditions - cystic fibrosis, fibrosing alveolitis (cryptogenic and allergic), pulmonary fibrosis, emphysema, chronic bronchitis, chronic asthma*
- *Liver conditions – liver failure, any type of cirrhosis, hepatitis B or C, liver tumours, alcohol abuse, sclerosing cholangitis, Budd-Chiara syndrome*
- *Blood disorders - leukaemia, aplastic anaemia, thalassaemia major, immune deficiency disease, sickle cell anaemia, myeloproliferative disease (polycythaemia vera, thrombocythaemia), neutropenia*
- *Inflammatory disorders - systemic lupus erythematosus, sarcoidosis, pancreatitis*
- *Metabolic disorders - diabetes mellitus, haemochromatosis, Wilson's disease*

*prior to the commencement date of **Your** cover and **You** are placed on an official waiting list for or require major organ transplant within the first two years of **Your** cover, no **Critical Illness** benefit will be payable and **You** will cease to be covered for major organ transplant.*

Stroke – resulting in permanent symptoms

Definition

The death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms*. A diagnosis of subarachnoid haemorrhage resulting in permanent neurological deficit with persisting clinical symptoms*, supported by CT or MRI evidence, is covered under this definition.

For the above definition, the following are not covered:

- Transient ischaemic attack.
- Traumatic injury to brain tissue or blood vessels.

*"permanent neurological deficit with persisting clinical symptoms" is clearly defined as:-

- Symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the **Member's** life.
- Symptoms that are covered include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.

The following are not covered:-

- An abnormality seen on brain or other scans without definite related clinical symptoms
- Neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms

In simpler terms

The brain controls all the functions of the body. Damage to the brain can have serious effects. A stroke happens when there is severe damage to the brain caused by internal bleeding (haemorrhage) or when the flow of blood in an artery has been blocked by a piece of tissue or a blood clot (a thrombus or embolus) resulting in the brain being starved of oxygen.

This benefit does not cover 'transient ischaemic attacks' (also known as mini strokes or TIAs), where there is a short-term interruption of the blood supply to part of the brain. The main symptoms of TIAs tend to be dizziness and temporary weakness or loss of sensation in part of the body or face.

Pre-existing conditions

*If **You** have ever suffered from a heart attack or stroke or undergone coronary artery surgery, angioplasty or heart transplant prior to the commencement date of **Your** cover **You** can never claim for **Critical Illness** under heart attack, coronary artery bypass grafts, major organ transplant or stroke.*

*If **You** have a history of intracranial aneurysm, atrial fibrillation, coronary artery disease, diabetes mellitus, peripheral vascular disease, hypercholesterolaemia, transient cerebral ischaemia, hypertension, arteriovenous malformation, thrombotic disorders e.g., primary phospholipid syndrome, hyperviscosity states (polycythaemia), heart valve disease and carotid atherosclerosis prior to the commencement date of cover and **You** suffer a stroke within the first two years of cover, no **Critical Illness** benefit will be payable and **You** will cease to be covered for stroke.*

Loss of limb – permanent physical severance

Definition

Permanent physical severance of any combination of one or more hands or feet at or above the wrist or ankle joints.

To qualify for payment, the loss of limb must happen after the start date of the plan and before cover ends.

In simpler terms:

***You** will be able to claim if **You** have lost one or more of **Your** limbs above the wrist or ankle joint either by injury or because they have had to be removed. This loss must be permanent.*

Pre-existing conditions:

*If **You** have previously suffered the loss of one or more limbs prior to the commencement date of **Your** cover, **You** can never claim for **Critical Illness** benefit for Loss of limb.*

*If **You** have a history of peripheral vascular disease or diabetes mellitus prior to the commencement date of cover and **You** suffer the loss of a limb within the first two years of **Your** cover, no **Critical Illness** benefit will be payable and **You** will cease to be covered for Loss of limb.*

Blindness – permanent and irreversible

Definition

Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

To qualify for payment, blindness must happen on a date after the start date of the plan and before cover ends.

In simpler terms:

You can claim only if **You** have permanent loss of sight with no possibility of improvement in both eyes and even if, using glasses or other visual aids, **Your** sight in **Your** better eye is confirmed by an ophthalmologist or consultant physician as 3/60 or worse using the recognised sight test known as the Snellen eye chart. An optician uses a Snellen chart (made up of rows of letters) to test **Your** eyesight. 3/60 is the measure when **You** can only see at three feet away what someone with perfect sight could see at 60 feet away.

It is possible to be 'registered blind' (as confirmed by an eye specialist) even though the loss of sight may only be partial. Even if **You** are 'registered blind,' **We** will only pay **Your** claim if the loss of sight meets the definition above and cannot be corrected.

Pre-existing conditions:

If **You** are diagnosed with loss of sight as described above prior to the commencement date of **Your** cover, **You** can never claim for **Critical Illness** benefit for blindness.

If **You** have a history of diabetes mellitus, glaucoma, severe myopia, congenital nystagmus, retrobulbar or optic neuritis, retinitis pigmentosa, multiple sclerosis or hysteria prior to the commencement date of cover and **You** become blind within the first two years of **Your** cover, no **Critical Illness** benefit will be payable and **You** will cease to be covered for blindness.

Personal Accident and Illness Insurance

Specific Provisions and Conditions

Schedule of Benefits

This Insurance covers only those of the following benefits as have an amount inserted against them. Where benefits are not insured the words "**NOT COVERED**" are shown

Benefits Payable in Respect Of Accident

1. Death. **(Not Covered)**
2. Loss of one limb. **(Covered under Critical Illness)**
3. Loss of two or more limbs. **(Covered under Critical Illness)**
4. Loss of sight in one eye.
5. Loss of sight in both eyes. **(Covered under Critical Illness)**
6. Loss of sight in one eye and loss of one limb.
7. Permanent total disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s)).
8. Temporary total disablement. **(NOT COVERED)**

Benefits Payable in Respect Of Illness

1. Loss of sight of both eyes **(Covered under Critical Illness)**
2. Permanent total disablement
3. Temporary total disablement **(NOT COVERED)**

Benefit will not be payable under more than one of the items above in respect of the consequences of one accident or of one illness.

Definitions

Wherever the following words appear in bold they will have the meanings shown below.

Accident

Means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the period of insurance.

Bodily Injury

Means an identifiable physical injury which

- is caused by an **accident**, and
- solely and independently of any other cause (except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury) results in **Your** death or disablement within twelve months from the date of the accident.

Illness

Means **Your** sickness or disease the symptoms of which first appear during the period of insurance and which solely and independently of any other cause results in **Your** total disablement within twelve consecutive months after the symptoms first appear.

Loss of Sight

Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

Paralysis

Means permanent total and irrecoverable loss of function of one or more limbs.

Permanent Total Disablement

Means disablement which prevents **You** from attending to all aspects of any business or occupation for which **You** are practically suited by training, education, industry knowledge or experience and which lasts twelve consecutive months and at the end of that period is beyond hope of improvement.

Retired Members only

Means disablement which prevents **You** from attending to all aspects of any business or occupation and which lasts twelve consecutive months and at the end of that period is beyond hope of improvement

What is covered?

Accident

This section only covers claims which fall within the definition of bodily injury and does not cover any claim caused or contributed to by illness.

What is covered?

We will pay the benefit shown in the schedule of benefits if **You** suffer bodily injury during the period of insurance which results in:

1. Death. **(Not Covered)**
2. Loss of one limb. **(Covered under Critical Illness)**
3. Loss of two or more limbs. **(Covered under Critical Illness)**
4. Loss of sight in one eye.
5. Loss of sight in both eyes. **(Covered under Critical Illness)**
6. Loss of sight in one eye and loss of one limb.
7. Permanent total disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s)).
8. Temporary total disablement. **(NOT COVERED)**

Conditions

1. Any benefit for permanent total disablement will not become payable before the expiry of twelve (12) months following the date of onset of disability arising from a bodily injury.
2. If the benefit for death is covered, this benefit will also be payable in the event of **Your** disappearance. **We** will only provide this benefit if:

- a) **Your** body is not found within twelve (12) months of **Your** disappearance, and sufficient evidence is produced, that leads **Us** inevitably to the conclusion that **You** have sustained bodily injury and that such injury has caused **Your** death; and
- b) the person or persons to whom such sum is paid will sign an undertaking to refund such sum to **Us** if **You** are subsequently found to be alive.

Illness

This section only covers claims which fall within the definition of illness and does not cover any claim caused or contributed to by bodily injury.

What is covered?

We will pay the benefit shown in the schedule of benefits if **You** suffer illness during the period of insurance which results in **Your**:

1. Loss of sight of both eyes (**Covered under Critical Illness**)
2. Permanent total disablement
3. Temporary total disablement (**NOT COVERED**)

What is not covered? (applicable to Accident and Illness)

This insurance does not cover claims in any way caused or contributed to by:

1. war, whether war be declared or not, hostilities or any act of war or civil war;
2. the actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s), committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear;
3. nuclear reaction, nuclear radiation or radioactive contamination;
4. **Your** engaging in or taking part in armed forces service or operations;
5. **Your** engaging in flying of any kind unless;
 - a. **You** are employed in a professional capacity as a pilot or aircrew or
 - b. **You** are travelling as a passenger in private or commercial aircraft;
6. **Your** suicide or attempted suicide or intentional self-injury;
7. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
8. **Your** deliberate exposure to exceptional danger (except in an attempt to save human life);
9. a criminal act by **You**;
10. **Your** being intoxicated by alcohol or drugs;
11. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or any other mental or emotional diseases or disorders of any type;

12. a chronic pain syndrome including but not limited to Chronic or Complex Regional Pain Syndrome, or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body);
 13. any condition whether diagnosed or not, for which **You** have sought advice, diagnosis, treatment or counselling or of which **You** were aware or should have been aware at the commencement of this insurance or for which **You** have been treated at any time during the three (3) years prior to the commencement of this insurance.
 14. This insurance will not pay a benefit or any portion of a benefit for disablement arising from the interaction between bodily injury and another medical condition.
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The following pages detail the full policy terms and conditions for Section B Evacuation/Repatriation Expenses and Emergency Medical Expenses Incurred During the Evacuation/ Repatriation.

Section B - Evacuation/Repatriation Expenses and Emergency Medical Expenses Incurred During the Evacuation/ Repatriation.

This Section shall pay in respect of **Evacuation/Repatriation Expenses** (including repatriation of mortal remains) and **Emergency Medical Expenses** incurred during the evacuation/ repatriation necessarily incurred as a result of a **Member** sustaining accidental bodily injury or suffering illness during the **Operative Time**.

Sums Insured

Evacuation/Repatriation Expenses and Emergency Medical Expenses up to EUR 250,000 excess of EUR 100 each and every loss.

Definitions

In this Section:

1. **"Evacuation/Repatriation Expenses"** means the reasonable cost of evacuating a **Member** to the most suitable medical facility, away from the **Member's** location or repatriation to their home country including the cost of medical attendants, where recommended by the Medical Emergency Assistance Service Company in conjunction with a registered qualified medical practitioner.
2. **"Emergency Medical Expenses"** means the reasonable cost of emergency medical costs given or prescribed by a registered qualified medical practitioner, including the cost of medical supplies and ambulance hire.
3. **"Operative Time"** means the time that a **Member** is not located in their **Country of Permanent Residence**.

Exclusions

Insurers shall not be liable for claims:

1. Resulting from a pre-existing condition for which an Insured has received inpatient treatment in the 12 months prior to the commencement of the policy or their becoming a **Member** under this insurance.
1. for a journey which is booked or commenced by the **Member**:
 - (a) contrary to medical advice, including advice from the Foreign and Commonwealth & Development Office relating to any epidemic or pandemic (including arising out of COVID or Corona virus, or other or similar communicable disease) or
 - (b) to obtain medical treatment, convalescent care, or
 - (c) after they have been told by a qualified medical that they may not have long to live.
2. in respect of expenses incurred in a **Member's Country of Permanent Residence**;

3. arising from childbirth, pregnancy or any medical complications resulting there from incurred within 2 months of the estimated date of delivery;
4. in respect of expenses incurred more than 24 months after the date the first expense was incurred;
5. in respect of expenses which are recoverable under any other private hospital medical expenses insurance to which the Insured is entitled to indemnity;
6. directly or indirectly resulting from or consequent upon **Terrorist Activity** as more fully stated in Section 1 Personal Accident and Illness Insurance. Exclusions 2 and 3.
7. directly or indirectly resulting from or contributed to by any sexually transmitted disease. However, claims directly or indirectly resulting from or contributed to by Chlamydia, Gonorrhoea, Syphilis and/or Herpes Genitalis contracted by the Members as a result of a rape will be covered under the Policy, subject to the terms, conditions and limits hereof.
8. arising directly or indirectly from any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder, anxiety and/or depression.

Emergency Medical Assistance Service

In the event of a serious medical emergency and/or evacuation or repatriation **Fórsa** and/or **Member** should contact the following Assistance Company:

INTANA Global. – Worldwide contact details are as follows:-

Telephone: +44 (0) 208 865 3140

Email: TMKassistance@intana-global.com

This services provided by INTANA Global can include

- a) guarantees for payment of hospital or doctors' fees, when appropriate;
- b) multilingual assistance;
- c) repatriation to a **Member's Country of Permanent Residence** by air ambulance or scheduled air service and necessary escort by a medical attendant;
- d) travel arrangements for relatives, friends or business associates of the **Member**.
- e) on arrival in the **Member's Country of Permanent Residence**, an ambulance service to hospital or place of residence.

INTANA Global will be solely responsible for all decisions on the most suitable, practical and reasonable solution to any problem. ***The Member should not attempt to find their own solution and then expect the Insurers to reimburse them, without obtaining prior authorisation from INTANA Global.***

INTANA Global must be informed that this Certificate of Insurance covers the **Member** concerned along with the name of the Insured and the period of insurance.

The prior approval and consent of INTANA Global and/or any of their appointed agents must be obtained before repatriation/evacuation expenses are incurred.