

Group Term Life Insurance

Information for Members

This document provides information to **Members** about the Group term Life Insurance Policy that **FÓRSA** purchases on behalf of its Members and is not the full policy that constitutes the contract between **FÓRSA** and their Insurers.

Upon request, the **Insurers** can provide large print versions of this document. If **You** require an alternative format, **You** should contact Arthur J Gallagher Insurance Brokers Ltd. 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.

Insurer, We, Us and **Our** mean Bulstrad Life, Vienna Insurance Group.

The **Insured, You, Your**, and the **Member** mean the person entitled to cover under this insurance.

FREQUENTLY ASKED QUESTIONS

WHAT IS FÓRSA?

FÓRSA is a trade union established 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 THE COVER?

Subject to the policy terms and conditions detailed within this document, cover is provided for Death from any cause occurring during the period on insurance

HOW MUCH IS THE BENEFIT?

EUR 5,000 in respect of each member or spouse

WHO IS COVERED?

All current Members of **FÓRSA** who are under the age of 70 and have been a **Member** for a continuous (qualifying) period of 6 months. Coverage is automatically extended to **Member's Spouse** following the **Member's** 6-month qualifying period.

WHAT IF I LEAVE THE UNON?

Cover will finish if **You** cease to be a **Member** of **FÓRSA**.

WHO IS MY REPRESENTATIVE FOR THIS COVER?

Arthur J Gallagher Insurance Brokers Ltd.

HOW DO I MAKE A CLAIM?

All claims and correspondence relating to claims should be addressed to:

Arthur J Gallagher Insurance Brokers Ltd.

15 Parkgate Street, Dublin, D08 W866

D: +353 (0)1 6110220

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

Sedgwick (A&H Claims)

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.

HOW DO I MAKE A COMPLAINT?

Any complaint should be addressed to:

Dhig GmbH

Am Heumarkt 10/1,

1030, Vienna

Email: complaints@dhig.net

dhig GmbH shall:

- a) appoint a senior employee satisfactory to the Insurer to be responsible for handling complaints relating to the insurances;
- b) ensure that all practical day to day case complaint handling is conducted fairly in accordance with the principles of "treating customers fairly" and is completed in accordance with relevant local laws and regulations;
- c) log all reported complaints and send an acknowledgement letter to the complainant within 15 (fifteen) Business Days;
- d) ensure that the complainant is advised of the status and progress of any agreed remedial actions on a regular basis until the matter is fully resolved to the complainant's satisfaction, or where no agreement is reached with the complainant, a final response is issued;
- e) notify the Insurer within 5 (five) Business Days if any complaint meets any of the following criteria:
 - (i) the complaint has not been resolved within 4 weeks of the original notification;
 - (ii) any regulatory authority has become involved in the complaint or the complainant threatens to involve them;
 - (iii) the complainant issues legal proceedings against the Insurer or threatens to do so or the complainant is represented by a solicitor or claims management company;
 - (iv) the press or other media have become involved in the complaint or the complainant threatens to involve them;
 - (v) the complaint is referred to the Financial Ombudsman Service (FOS), if applicable;
 - (vi) dhig GmbH proposes to make an ex-gratia, goodwill or other compensatory payment to the complainant;
 - (vii) dhig GmbH suspects fraud in relation to the complaint

Any notification shall be made by e-mail to: complaints@dhig.net

For each complaint, dhig GmbH shall provide to the Insurer promptly on request the following information:

- a) the name of the complainant and a description of the complaint;
- b) the date the complaint was received and the complaint reference number;
- c) the person responsible for the complaint process;
- d) the dates of the initial acknowledgement, the four-week holding letter
- e) a copy of the complaint file, including all relevant correspondence and other documents relating to the complaint.

dhig GmbH shall at all times comply with the Insurer's instructions regarding the handling of the complaint and the Insurer shall be entitled to take over the handling of any fraud by giving notice to dhig GmbH.

Every 3 months, dhig GmbH shall provide the Insurer with the following management information for all complaints as a total and, where relevant, broken down by a certain distribution method:

- a) the number of complaints received;
- b) the number of complaints settled and completed;
- c) the number of complaints outstanding;
- d) handling times for settled and completed complaints;
- e) the number of complaints upheld and declined;
- f) the number of complaint referred to a regulatory authority and the outcome;
- g) root causes of all complaints;
- h) List of claims including the following data, name, policy number, claim, status, paid on date, paid amount, and additional relevant information.

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?

You shall have the following rights:

- to access **Your** personal data to learn the origin of the data, the purposes and ends of the processing, the details of the data controllers, the data processors and the parties to whom the data may be disclosed;
- to withdraw **Your** given consent at any time where their personal data is processed based on such a consent;
- to update or correct **Your** personal data so that it is always accurate;
- to delete **Your** personal data from the records if it is no longer needed for the purposes indicated above, subject to regulatory personal data retention requirements;
- to restrict the processing of **Your** personal data in certain circumstances, for example where **You** have contested the accuracy of **Your** personal data, for the period enabling verifying its accuracy;
- to obtain **Your** personal data in an electronic format;
- to exercise **Your** right to data portability;
- to file to the relevant data privacy authority.

You may exercise **Your** rights by contacting the Insurer, while providing **Your** name, Contract number, the Policyholder, email address and the purpose of the request.

You shall have the right to object to processing and request the stopping of further processing of **Your** personal data under the Contract.

Under such circumstances, the processing of personal data will be stopped, unless permitted by applicable laws and regulations.

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 dhig GmbH (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.

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.

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

Arthur J Gallagher Insurance Brokers Ltd.
15 Parkgate Street, Dublin, D08 W866
Telephone: +353 (0)1 6110220

Terry.Keaney@ajg.com

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

The following section details the full policy terms and conditions for Group Term Life Insurance.

1. POLICY CONDITIONS

Introduction

This Policy is a contract between the **Insured** and the **Insurer** administered through dhig GmbH on the **Insurer's** behalf. This Policy consists of this document, the **Schedule** and any **Endorsements**, if any, all of which are a single document and are to be read as one contract. In this Section, certain words or phrases are specially defined. In deciding to accept this Policy and in setting the terms and premium the **Insurer** has relied on the information which the **Insured** have provided to them.

The **Insurer** will, in consideration of the payment of the premium, insure the **Member**, subject to the terms and conditions of this Section, against the events set out in the Policy during the **Period of Insurance** or any subsequent period for which the **Insurer** agrees to accept payment of premium.

The **Insured** should read this Policy carefully and make sure that it meets their needs. If any corrections are necessary the **Insured** should contact their broker through whom this Policy was arranged.

The **Insured** should keep this Policy in a safe place as they may need to refer to it if the **Member** has to make a claim.

1.1 Accessibility

Upon request the **Insurer** can provide Braille, audio or large print versions of the Policy and the associated documentation. If the **Insured** requires an alternative format the **Insured** should contact their broker through whom this Policy was arranged.

1.2 United Kingdom Data Protection Act

Any information provided to the **Insurer** regarding the **Insured**, any **Member**, any person insured or any Employee will be processed by the **Insurer**, in compliance with the provisions of the United Kingdom Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any. This may necessitate providing such information to third parties.

1.3 Third Party Rights

A person who is not a party to this contract of insurance has no right under the United Kingdom Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

1.4 Law and Jurisdiction

This contract of insurance shall be governed by Irish law and subject to the exclusive jurisdiction of the courts of the Republic of Ireland. The language of this contract of insurance and all communications relating to it will be in English.

1.5 Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

1.6 Government Charges

The first premium includes any such charges.

1.7 **Currency**

The currency of all premiums, sums insured, limits of liabilities are shown in this Policy or **Schedule** or any subsequent renewal notice or **Endorsement** shall be treated as being Euro.

1.8 **Insurance Act 1936**

All monies which become or may become payable by the **Insurer** under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

1.9 **Cancellation**

(i) The Insured's Right to Cancel

The Insured is entitled to cancel this Policy by notifying the Insurer in writing. Any return of premium due to the Insured will be calculated at a proportional daily rate depending on how long the Policy has been in force unless the Insured has made a claim in which case the full annual premium is due.

(ii) The Insurer's Right to Cancel

The **Insurer** is entitled to cancel this Section, if there is a valid reason to do so, including for example:

- i. any failure by the **Insured** to pay the premium; or
- ii. a change in risk which means the **Insurer** can no longer provide the **Insured** with insurance cover; or
- iii. non-cooperation or failure to supply any information or documentation the **Insurer** requests, such as details of a claim;

by giving the **Insured** fourteen (14) days' notice in writing. Any return of premium due to the **Insured** will be calculated at a proportional daily rate depending on how long the Policy has been in force unless the **Insured** has made a claim in which case the full annual premium is due.

1.10 **Information the Insured has given to the Insurer**

In deciding to accept this Policy and in setting the terms including premium the **Insurer** has relied on the information which the **Insured** has provided to the **Insurer**. The **Insured** must take care when answering any questions the **Insurer** asks by ensuring that any information provided is accurate and complete.

If the **Insurer** establishes that the **Insured** deliberately or recklessly provided the **Insurer** with untrue or misleading information the **Insurer** will have the right to:

- i treat this Policy as if it never existed;
- ii decline all claims; and
- iii retain the premium.

If the **Insurer** establishes that the **Insured** carelessly provided the **Insurer** with untrue or misleading information the **Insurer** will have the right to:

- (a) treat this Policy as if it never existed, refuse to pay any claim and return the premium the **Insured** has paid, if the **Insurer** would not have provided the **Insured** with cover;
- (b) treat this Policy as if it had been entered into on different terms from those agreed, if the **Insurer** would have provided the **Insured** with cover on different terms;
- (c) reduce the amount the **Insurer** will pay on any claim in the proportion that the premium the **Insured** has paid bears to the premium the **Insurer** would have charged the **Insured**, if the **Insurer** would have charged the **Insured** more.

The **Insurer** will notify the **Insured** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, the **Insurer** will have the right to:

- (1) give the **Insured** thirty (30) days' notice that the **Insurer** is terminating this Section; or
- (2) give the **Insured** notice that the **Insurer** will treat this Policy and any future claim in accordance with (ii) and/or (iii), in which case the **Insured** may then give the **Insurer** thirty (30) days' notice that the **Insured** is terminating this Section.

If this Policy is terminated in accordance with (1) or (2), the **Insurer** will refund any premium due to the **Insured** in respect of the balance of the **Period of Insurance**.

1.11 **General Pre-existing Conditions Exclusion**

The **Insurer** will not be liable for any claim under this Section, which is directly arising out of any **Pre-existing Condition** or physical disability which occurred in the twenty-four (24) months prior to a **Member** becoming insured under this Section.

1.12 **Eligibility**

Members who are under the **Ceasing Age** and have been a **Member** of **FÓRSA** (or its antecedent entities) for a continuous period of six (6) months.

Any **Spouses** of **Members** of **FÓRSA** (or its antecedent entities) who are under the **Ceasing Age** and the **Member** must have been a **Member** for a continuous period of six (6) months.

1.13 **Changes We Need to Know About**

The **Insured** must tell the **Insurer** as soon as practicably possible of any change in the information the **Insured** provided to the **Insurer** which happens before or during any **Period of Insurance**.

When the **Insurer** is notified of a change the **Insurer** will tell the **Insured** if this affects the **Insured's** Policy. For example the **Insurer** may cancel the **Insured's** Policy in accordance with the Cancellation Provisions, amend the terms of the **Insured's** Policy or require the **Insured** to pay more for the **Insured's** insurance. If the **Insured** does not inform the **Insurer** about a change it may affect any claim the **Insured** makes or could result in the **Insured's** insurance being invalid.

1.14 **Fraud**

If the **Insured**, or anyone acting for the **Insured**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, the **Insurer**:

- a) will not be liable to pay the claim; and
- b) may recover from the **Insured** any sums paid by the **Insurer** to the **Insured** in respect of the claim; and
- c) may by notice to the **Insured** treat this Policy as having been terminated with effect from the time of the fraudulent act.

If the **Insurer** exercises their right under (c) above:

- (i) the **Insurer** shall not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurer's** liability under this Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) the **Insurer** need not return any of the premium paid.

1.15 **Sanctions**

Provided that this does not violate any regulation or specific national law applicable to the Insurer and notwithstanding the conditions of this insurance contract, the Insurer shall not be deemed to provide cover or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to trade, financial or economic sanctions, embargoes, laws or regulations which are applicable by the Insurer.

Applicable trade, financial or economic sanctions and embargoes may be as follows:

- a) national sanctions;
- b) sanctions of the European Union (EU);
- c) sanctions of the United Nations (UN);
- d) sanctions of the United States of America (USA);
- e) sanctions of the United Kingdom (UK);
- f) other sanctions.

2. DEFINITIONS

The following words will have the meaning stated below when used throughout this Policy in bold type.

2.1 **Accumulation Limit** means the maximum Sum Insured payable as a result of any one **Event** as stated in the **Schedule**.

2.2 **Endorsement** means any change in the terms and conditions agreed by the **Insurer** that can extend or restrict cover.

2.3 **Event** means all deaths which arise directly from the same cause and which occur during a period of seventy-two (72) hours from the time of cause and within a radius of ten (10) kilometres from the cause. Such cause is understood to be the peril which directly occasions the deaths or, where there are several perils which, in an unbroken chain of causation, have occasioned the deaths, the peril which triggered the chain of causation. In the case of more than one **Event**, if it is impossible to allocate any losses, the **Insurer** shall allocate them to the **Event** whose cause is most likely to have occasioned them. In case of uncertainty over scientific issues, the parties agree to seek expert advice from a neutral and recognised organization.

- 2.4 **Insured** means the person stated as the Insured on the **Schedule**.
- 2.5 **Insurer** means Bulstrad Life Vienna Insurance Group.
- 2.6 **Member** means all members of **FÓRSA** as stated on the **Schedule**.
- 2.7 **FÓRSA** means The public service trade union formed after the amalgamation of IMPACT, the Civil, Public and Services Union (CPSU), and the Public Service Executive Union (PSEU) on 2 January 2018, at Nerney's Court, Dublin 1.
- 2.8 **Period of Insurance** means the period stated on the **Schedule**.
- 2.9 **Pre-existing Condition** means an illness, disease, or condition for which the **Member** either received medical treatment or advice from a **Qualified Medical Practitioner** or was or should have been, aware existed prior to the **Member** becoming insured under this Policy and in the opinion of the **Insurer** results directly or indirectly in the illness or disease of the Member during the **Period of Insurance**.
- 2.10 **Qualified Medical Practitioner** means any medical practitioner legally qualified by the relevant authority in that country and practicing medical practitioner other than the **Insured a Member** or the **Member's** immediate family
- 2.11 **Schedule** means the document entitled **Schedule** attached to this policy.
- 2.12 **Spouse** means either:
(i) a **Member's** partner in marriage or;
(ii) a **Member's** partner under a civil registered partnership or;
Where a Member has been co-habiting with a partner for a minimum of two (2) years.
- 2.13 **Ceasing Age** means attainment of 70th birthday

Insuring Clause

Subject to the terms and conditions of this Policy or any **Endorsements**, the **Insurer** will pay the applicable Sum Insured for this Policy stated in the **Schedule**, but not exceeding the **Accumulation Limit**, to a **Member** after production of satisfactory proof of:

- (a) the death of a **Member** or **Spouse** during the **Period of Insurance** of the policy and
- (b) the age of the **Member**

Errors and Omissions

The **Insured** shall provide the **Insurer** any data information and evidence in relation to the **Members** as the **Insurer** may require and the **Insurer** shall not be liable for any errors in or omissions on their part arising solely from any errors in or omissions from any data information and evidence so provided.

In particular the **Insured** shall at the request of the **Insurer** furnish the **Insurer** from time to time with full details of the persons claimed by the **Insured** to be the **Members** and such information verified by the **Insurer** shall be deemed to form part of this policy.

Additions and Deletions

- i. A new **Member** will be automatically included for Term Life Insurance for a Sum Insured of EUR 5,000 as soon as they become eligible.
- ii. **Spouses** will be automatically included for Term Life Insurance Sum Insured of EUR 5,000 when the **Member** becomes eligible.
- iii. A **Member** relinquishing membership will be automatically deleted.

Termination of Cover

Members and their **Spouses** shall cease to be covered under this Policy upon:

- (a) reaching the **Ceasing Age**
 - (b) leaving the membership of the **Insured**
 - (c) payment being made for the Critical Illness or Personal Accident/Illness claim, which is insured under a separate policy placed with Tokio Marine Kiln (Policy Number B1129828LFP08296)
 - (d) death
- whichever occurs first.