



# Company Benefit Guide

**International Group Life and Disability Plans**  
Valid from 1st January 2022

# Welcome

You can count on Allianz Partners as your international Life and Disability insurer to safeguard the future of your employees and their families, no matter what the future holds.

This guide includes all important information you need to know about the company's Group Life and Disability insurance plan.

To make the most of the company's Group Life and Disability cover, please read this guide together with the Table of Benefits.

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AWP Health & Life SA is regulated by the French Prudential Supervisory Authority located at 4 place de Budapest, CS 92459, 75 436 Paris Cedex 09.

AWP Health & Life SA, acting through its Irish Branch, is a limited company governed by the French Insurance Code. Registered in France: No. 401 154 679 RCS Bobigny. Irish Branch registered in the Irish Companies Registration Office, registered No.: 907619, address: 15 Joyce Way, Park West Business Campus, Nangor Road, Dublin 12, Ireland. Allianz Care and Allianz Partners are registered business names of AWP Health & Life SA.



# Top-quality service

We believe in providing you and your employees with the top-quality service that you deserve.

In the following pages we describe the full range of Life and Disability benefits we offer. Read on to discover how you can guarantee the financial protection and security of your employees and their dependants in the unfortunate event of death or disability.

## Talk to us, we love to help!

Our multilingual Helpline is available 24 hours a day, 7 days a week to handle any questions about the company's policy or if you or your employees and their dependants need assistance.

### Helpline



Phone: +353 1 630 1301

For our latest list of toll-free numbers, please visit:

[www.allianzcare.com/en/pages/toll-free-numbers.html](http://www.allianzcare.com/en/pages/toll-free-numbers.html)



Email: [client.services@allianzworldwidecare.com](mailto:client.services@allianzworldwidecare.com)



Fax: +353 1 630 1306

### Did you know...

...that most of our members find that their queries are handled quicker when they call us?

# Terms and Conditions of your cover

This guide describes the standard benefits and rules of your company's Group Life and Disability insurance policy.

The Table of Benefits outlines the plans selected by your company and the associated benefits available to the insured persons. In addition, it outlines any benefits that have specific benefit limits or deferred periods. It uses the currency stated in the Company Agreement.

The terms used are explained in 'Definitions' on page 32. 'The company' and 'your company' refer to the employer named in the Company Agreement.

Please note that the terms and conditions of the Company Benefit Guide may be changed from time to time by agreement between the company and Allianz Partners.

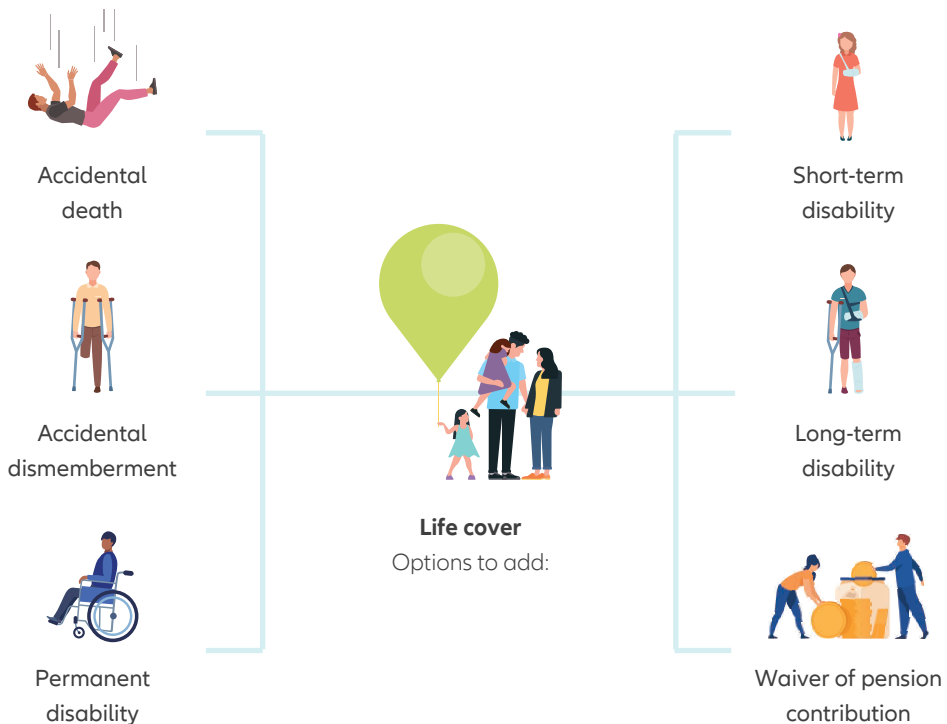
# Cover explained

The plans selected by the company are shown in the Table of Benefits. It lists the benefits available to the insured persons and any limits that apply. For an explanation of how benefit limits apply to your company plan, please see 'Benefit limits' below.

Benefits are subject to our definitions and exclusions (see pages 32-36).

## What do we cover?

The policy provides financial protection and security for your employees and their dependants through the insurance cover indicated in their Table of Benefits. Your company may have selected to cover one (or more) of the following events:



## Benefit limits

Three kinds of benefit limits are shown in the Table of Benefits:

- The **insurance benefit** is the maximum we will pay for each type of insurance cover selected by the company, as detailed in the Table of Benefits. These benefits may be paid monthly (Short-term Disability and Long-term Disability cover) or as a once-off lump sum (Life, Accidental Death, Accidental Dismemberment and Permanent Disability cover). For Short-term Disability and Long-term Disability cover, all limits are per insured employee and per insurance year, unless it is stated otherwise in the Table of Benefits.
- The **combined benefit limit** is the maximum we will pay for a combination of Life, Accidental Death, Accidental Dismemberment and Permanent Disability benefits. For example, if we pay Accidental Dismemberment benefit, any subsequent Life benefit will be payable up to the combined maximum benefit limit after death.
- The **single event limit** is the overall maximum we will pay for multiple claims that happen as a result of an accident or a natural disaster (such as a single incident that affects more than one insured employee).

## Who is eligible for cover?

Eligible Employees of the company who are:

- Under the Term Age of cover as set out in the Company Agreement, and
- In Permanent Employment. Employees on fixed term contracts (greater than 6 months) can also be covered for Life, Accidental Death, Accidental Dismemberment & Permanent Disability cover. Any additional cover exceptions will be noted in the Company Agreement.
- Actively at work with the company, and
- Not working contrary to medical advice

Eligible Employees who are not working at the start date of the Company Agreement or the start date of cover due to certified sick leave or disability will be eligible for cover after completing one month of employment (as stated in the Company Agreement).

Life cover can be extended to an insured employee's dependants, provided the insured employee is covered for Life insurance under the company plan and the Company Agreement allows dependants to apply for Life cover.

Please note that medical underwriting (refer page 15) will be required if the eligible person wishes to apply for cover above the Automatic Acceptance Limit (AAL) indicated in the Table of Benefits.



Where medical underwriting is required, we reserve the right to accept or reject the application for cover and apply premium surcharges or exclusions.

## Pre-approved leave

Where you have approved an employee's application for leave (up to 6 months) we will consider them to be eligible for cover, unless the leave is related to an illness or injury which is preventing them from carrying out their work duties. Examples of Pre-Approved Leave would include (but are not restricted to) Maternity/Paternity/Sabbaticals/ holiday leave/unpaid leave . You will continue to pay the insurance premium for the employee during the Pre-Approved Leave period.

## When will the cover end?

Cover for **Life**, ends when the insured person reaches the age of 70. If cover ends at a lower age, this will be specified in the Company Agreement. Cover for Accidental Death, Accidental Dismemberment, **Permanent Disability**, **Short-term Disability** and **Long-term Disability** ends when the insured employee reaches the age of 65. If cover ends at a lower age, this will be specified in the Company Agreement.

# Life and Disability benefits

Please refer to the **Table of Benefits** for the specific cover applicable to your company plan.

## Life benefit

Life cover provides financial protection and security for beneficiaries after the death of an insured person.

The benefit amount will be paid as a lump sum. This can be either a fixed amount or calculated as a factor of the insured employee's gross annual salary, subject to an overall agreed maximum sum. Please refer to the Table of Benefits for the specific benefits applicable to your company plan.

### **Accelerated Death benefit**

When we receive proof that an insured employee has been diagnosed with a terminal illness (after the start date of cover), we will make an advance payment of the Life sum insured for the benefit of that employee, as stated in the Table of Benefits.

If the Accelerated Death benefit payment is followed by a separate Life claim, we will reduce the Life cover payment by the amount already paid as Accelerated Death benefit.

If the insured employee survives more than 12 months, we reserve the right to reassess their eligibility for Accelerated Death benefit. We may seek to recover amounts we paid if we deem they are no longer eligible for this benefit.

Accelerated Death benefit is offered as part of the Life cover.

## Accidental Death benefit

Accidental Death benefit provides an additional lump sum for the insured employee's beneficiaries if the insured employee's death is due to an accident and death takes place within 365 days of the date of the accident.

The Accidental Death benefit will not exceed 100% of the maximum benefit amount as stated in the Table of Benefits.

## Accidental Dismemberment benefit

Accidental Dismemberment benefit provides a lump sum for the benefit of the insured employee if they lose a limb or limb function as a result of an accident and the dismemberment takes place within 365 days of the accident. Full details of the benefit levels are available in the Accidental Dismemberment Reference Table on page 37.

The Accidental Dismemberment benefit will not exceed 100% of the maximum benefit amount as stated in the Table of Benefits.



### Several injuries affecting the same limb

When an insured employee suffers several injuries or infirmities resulting from an accident or from successive accidents, we will assess each injury or infirmity separately. However, the total sum paid for injuries or infirmities affecting one limb must not exceed the maximum benefit specified for the full loss of a limb in the Accidental Dismemberment Reference Table.



### Injuries not listed in the Accidental Dismemberment Reference Table

If an injury is not listed in the Accidental Dismemberment Reference Table, we will assess the degree of injury by comparing it to injuries that are listed in the table. We will not pay less than the amount payable for any comparable event or injury that is listed in this Table.



### Aggravating facts

If an insured employee's condition is aggravated (made worse) because of an existing illness or injury, the degree of injury will be considered the same as if the accident had affected a healthy organ or limb.

## Accidental Death and Dismemberment benefit

If an Accidental Dismemberment benefit payment is followed by a separate Accidental Death claim, we will reduce the Accidental Death payment by the amount already paid as Accidental Dismemberment benefit.

If an Accidental Death and Accidental Dismemberment payment is followed by a separate life claim, we will reduce the Life cover payment by the amount already paid as Accidental Death/Accidental Dismemberment benefit.

## Permanent Disability benefit

Permanent Disability benefit consists of two types of cover: **Permanent and Total Disability** and **Permanent and Partial Disability**.

The benefit amount for both types of cover will be paid as a lump sum. This lump sum can either be a fixed amount or a factor of the insured employee's gross annual salary. Both benefits are subject to an overall agreed maximum sum. The Table of Benefits lists the specific benefits that apply to your company plan.

### **Permanent and Total Disability benefit**

Permanent and Total Disability cover provides financial protection to insured employees who become permanently and totally disabled as a result of an accident or illness.

This benefit will be paid where all the following conditions apply:

- The insured employee is unable to carry out the material and substantial duties of their own occupation and unable to carry out the duties of any suitable occupation (based on their education, skills and experience), and
- The permanent total disablement is irreversible, and
- The insured employee has suffered a loss in income, and
- We assess the degree of permanent disability as more than 66.67%

The company can select cover for Permanent and Total Disability Benefit without Permanent and Partial Disability Benefit.

Permanent and Total Disability cover will cease for a member after a Permanent & Total Disability payment has been paid to them.

### **Permanent and Partial Disability benefit**

Permanent and Partial Disability cover provides financial protection to insured employees who become permanently and partially disabled as a result of an accident or illness.

This benefit will be paid where all the following conditions apply:

- The insured employee is unable to carry out the material and substantial duties of their own occupation and unable to carry out the duties of any suitable occupation (based on their education, skills and experience), and
- The permanent and partial disablement is irreversible, and
- The insured employee has suffered a loss in income, and
- We assess the degree of permanent disability as more than 33.33%

If a Permanent and Partial Disability benefit payment is followed by a separate Permanent and Total Disability claim, we will reduce the Permanent and Total Disability payment by the amount already paid as Permanent and Partial Disability benefit.

If a Permanent Disability payment is followed by a separate life claim, any life benefits insured by us will be reduced by any Permanent Disability benefits already paid by us.

The Permanent and Partial Disability Benefit can only be taken out together with Permanent and Total Disability Benefit.

### **How is the lump sum benefit for Permanent Disability cover calculated?**

Permanent disability is assessed on the insured employee's:

- Functional or physical disability, and
- Occupational disability

### **Degree of permanent disability of less than 33.33%**

No benefits will be paid for disabilities of less than 33.33%.

### **Degree of permanent disability between 33.33% and 66.67% (permanent and partial disability)**

If the degree of disability is between 33.33% and 66.67%, then we calculate the amount of the disability benefit as the rate of disability multiplied by the sum insured.

### **Degree of permanent disability exceeding 66.67% (permanent and total disability)**

If the degree of disability exceeds 66.67%, it is considered to be a permanent and total disability. In this case, we will pay 100% of the sum insured.

Permanent Disability benefit (for either partial or total disability) will not exceed 100% of the maximum benefit as stated in the Table of Benefits. Once a Permanent and Total Disability claim has been settled, no further claims for Partial or Total Disability benefit will be considered.

Where Permanent Disability is selected in addition to Short-term Disability cover, any payments in respect of a valid Permanent Disability claim will start only after the Short-term Disability cover has come to an end.

For a level of disability over 33.33%, we will calculate the benefit in accordance with the Accidental Dismemberment Reference Table (pages 37-39), when permanent disability is related to one of the following:

- Dismemberment
- Paralysis
- Ankylosis
- Amputation

## Short-term Disability benefit

Short-term Disability cover provides financial security for insured employees who are unable to perform the material and substantial duties of their own occupation due to an accident or an illness. After a deferred period, this benefit is paid monthly in arrears for a maximum of 24 months. The Table of Benefits states the length of the deferred period.

## Long-term Disability benefit

Long-term Disability cover provides financial security for insured employees who are unable to carry out:

1. The material and substantial duties of their own occupation, and
2. Any suitable occupation (based on education, skills and experience)

The benefit is paid monthly in arrears. It usually starts 24 months after the accident or illness (but may be subject to a deferred period) or when Short-term Disability cover ends (if selected). Cover normally ends once the insured employee reaches the age of 65. If cover ends at a lower age, this will be specified in the Company Agreement.

## How are the Short-term and Long-term Disability benefits calculated?

The benefits for Short-term and Long-term Disability are paid monthly as a percentage of the insured employee's gross annual salary at the date when the accident occurs or illness starts, up to a maximum benefit amount per month.

Alternatively, the benefits can be a fixed sum paid per month, as specified in the Table of Benefits. If the insured employee receives any other income, we decrease the benefit paid by that income amount.

Where agreed with us, the benefit paid for Long-term Disability can be increased for the insurance year by the cost of living adjustment, as set out in the Schedule to the Company Agreement and subject to the terms of the Company Agreement.

Please note that the first and last payments are calculated on a pro rata basis.

## Partial return to work

Where an insured employee claiming Short-term or Long-term Disability benefits is declared fit to return to work by a doctor (and we agree with the decision), but is prevented from immediately returning to work full time, they may be allowed to work part time and get a partial payment of benefit for up to 3 months. Any application for partial payments over 3 months will be referred to our Medical Director.

Partial return to work allows the insured employee to go back to work on a phased basis. The partial payment helps to offset some of the loss in income until they return to work in accordance with their contract of employment.

## Short-term and Long-term Disability benefits are payable when:

- The insured employee has been unable to work during the entire deferred period as specified in the Table of Benefits for the relevant benefit (but was actively at work when the disability first occurred), and
- The policy was in force and the claimant was an insured employee on the date when they first became unable to work because of the disability giving rise to the claim, and
- The first date of the disability occurred before the insured employee reached the term age for cover, and
- The insured employee is under the regular care and following the advice of an accredited doctor, and
- The insured employee is not working in any other occupation for pay or profit.

Please note that a loss of an occupational licence is not a covered risk under these benefits.

## Disability benefit will stop at the earliest of the following events:

- After the maximum benefit period, as specified in the Table of Benefits, is reached
- When the insured employee reaches the term age as stated in the Company Agreement
- If the insured employee dies
- When the insured employee returns to work (according to their contract of employment), in their own occupation in the case of Short-term Disability
- If, due to natural recovery, surgical operation or medical treatment, the insured employee is able to resume paid work

Benefit payments can't be backdated for more than one month.

## Relapse

A return to work merely suspends the payment of benefits. If a relapse occurs, payment will resume on the same basis as before. It will resume without any deferred period but only for the remainder of the maximum benefit period as stated in the Table of Benefits. Payments will re-start only if the employee returns to work for less than 60 days and the relapse is a recurrence of the same condition which caused the employee to stop work previously.

## Waiver of pension contribution benefit

This benefit will pay the employer's pension contribution (or the benefit selected if less) as a percentage of the employees annual salary in the event that the employee qualifies for a Short or Long Term Disability payment. Payment will be made to the employer together with the monthly disability benefit.

The payment will end once any of the following occurs:

- The insured employee reaches the term age as specified in the Company Agreement.
- The insured employee dies.
- The insured employee returns to work.
- The insured employee stops working for the company.
- The insured employee is no longer a member of the Company pension plan.
- The disability benefit ends.

Proof of current membership of the company pension fund must be provided at claim stage. Membership of the pension plan must pre-date the insured employee's disability.

Benefit conditions:

- Following a deferred period, this benefit is paid monthly in arrears.
- The applicable deferred period will be specified in the Table of Benefits.
- This does not apply to employee contributions or additional voluntary contributions.
- For medical underwriting purposes, this cover will be added to the basic benefit cover to determine the total benefit to be underwritten.



# Medical underwriting

## What is medical underwriting?

Medical underwriting is the assessment of insurance risk based on information the member gives us when applying for cover.

The purpose of medical underwriting is to assess the members' pre-existing medical condition(s) to determine:

1. Whether we are prepared to insure the full benefit amount requested, and
2. To decide the terms of our offer.

## Who is subject to medical underwriting?

The Company policy will cover all eligible members' benefits (or sums insured) up to a pre-defined threshold, referred to as Automatic Acceptance Limit (AAL).

Where a members level of benefit under an insurance cover (Group Life and/or Disability for example) exceeds the corresponding Company policy AAL, the member is required to undergo medical underwriting for the excess amount above the AAL.

Where the company policy does not have an AAL then the full sum insured will be underwritten.

Where voluntary cover is selected, this sum insured will also be subject to medical underwriting, unless otherwise stated in the company agreement.

Where the member's sum insured increases during the term of the policy, medical underwriting may also apply.

Where medical underwriting is required members must disclose all Pre-existing conditions. Non-Disclosure of pre-existing conditions may result in a future claim being declined.

## What if you do not complete the medical underwriting process?

- a) Failure to send the completed Application Form within 30 days of the request being issued will result in the members benefit being restricted to the corresponding Company Group policy AAL. If there is no AAL on the Company policy and we do not receive the completed Application Form within 30 days of the request being issued we will assume that the member/the company no longer wishes to progress this request for cover.
- b) Should the member not provide the requested evidence following the Application Form assessment, within the required timeframe, the benefit will be restricted to the corresponding AAL. If there is no AAL on the Company policy and the member does not provide the requested evidence following the Application Form assessment, within the required timeframe, we will assume that the member/the company no longer wish to progress this request for cover.

**Forward Underwriting Bar:** Where an insured employee is medically underwritten and accepted at standard terms we will allow you to increase their benefits by 20% for all covers in any one calendar year, without further medical underwriting. For the duration of the insured employee's policy, forward underwriting is capped to a maximum of €250,000, for Life or Permanent Total Disability cover, and €20,000, for Long Term Disability or Short Term Disability cover unless otherwise stated in the Company Agreement. Forward Underwriting does not apply to members underwritten at non-standard terms or those accepted with a surcharge and/or exclusions. Once the cap is reached or if the member is not eligible, any increase in the sum insured will be subject to medical underwriting. Forward Underwriting is not available to Voluntary applications.

# Claims process

In relation to Life and Disability claims, please note that:

- a) Unless otherwise specified, it is the company's responsibility to notify us and submit any supporting documents within six months of the event that first led to the claim. If the company fails to notify us of an event within six months of its occurrence, we will not be liable to pay any benefit. This applies regardless of whether the company was aware of the event at the time it happened, or aware of whether it would or might give rise to a claim within that six-month period.
- b) Unless otherwise specified, Allianz Partners has no obligations in respect of events occurring after the end date of the insurance cover.
- c) The company must retain any original supporting documents (e.g. receipts) when sending us copies, as we reserve the right to request the original documents/receipts for fraud detection purposes up to 12 months after settling claims. In addition, we advise the company to keep copies of all correspondence with us, as we cannot be held responsible for correspondence that does not reach us for any reason that is outside of our control.
- d) Eligible benefits will be paid in the currency specified in the Company Agreement.
- e) The company agrees to help us to obtain all necessary information to process a claim. We have the right to access all medical records and to have direct discussions with the medical provider or the doctor treating your employee. We may, at our own expense, request a medical examination by our medical representative when we consider this necessary. All information will be treated in strict confidence. We reserve the right to withhold benefits if the company does not honour these obligations.
- f) We reserve the right to restrict the benefit sum if the insured employee's gross annual salary is increased within three months before a claim is made, and the increase:
  - Is not because of an annual salary review process, or
  - Cannot be justified as necessary or appropriate, or
  - Resulted in the employee's sum insured exceeding the automatic acceptance limit and we have not assessed or agreed to the change.

In such cases, the benefit sum will be the amount covered before the salary was increased.

g) The company is responsible for paying all benefits and sums owed to eligible beneficiaries and insured persons under this company plan. The company is also responsible for filing any income tax returns associated with these benefits. We are not responsible for withholding any taxes from such payments, nor for filing any income tax returns associated with these benefits. When the company receives the benefit payment, our liability to the company and to the insured persons and/or beneficiaries will end.

## How to Claim

To claim benefits, the company must send us the following documents:

	Life	Accelerated Death	Accidental Death	Accidental Dismemberment
The insured employee's salary slip/advice note for the 3 months before the event	✓	✓	✓	✓
Original or certified* photocopy of valid identification document for the insured person (e.g. current passport, driver's licence or identity card)	✓	✓	✓	✓
Completed Life or Accidental Death Benefit application form	✓	✗	✓	✗
Certified* copy of the Death Certificate	✓	✗	✓	✗
Completed Accelerated Death Benefit application form	✗	✓	✗	✗
Completed Physician Statement for Terminal Illness	✗	✓	✗	✗
Police/accident report (in the event of an accident)	✓	✓	✓	✓
Completed Accidental Dismemberment Benefit application form	✗	✗	✗	✓
Completed Physician Statement for Accidental Dismemberment	✗	✗	✗	✓
Any other document that may be required to consider the claim	✓	✓	✓	✓

	Short-term Disability	Long-term Disability	Permanent Disability
The insured employee's salary slip/advice note for the 3 months prior to absence	✓	✓	✓
Original or certified* photocopy of valid identification document for the insured employee (e.g. current passport, driver's licence or identity card)	✓	✓	✓
Completed Disability Benefit application form	✓	✓	✓

Completed Employer Disability Statement	✓	✓	✓
Short description of the insured employee's occupation	✓	✓	✓
Completed Physician Statement for Disability	✓	✓	✓
Police/accident report (in the event of an accident)	✓	✓	✓
Any other document that may be required to consider the claim	✓	✓	✓

\* We will only accept certified documents when the certification is carried out by one of the following: police officer, court clerk, notary public, practising solicitor, embassy, consular staff member, commissioner for oaths.

The person providing the certification should sign, date and stamp the document with their official stamp. In addition to certification, the documents may also have to be legalised or authenticated, as required by us. Further information must be provided to us regarding the certification, legalisation or authentication of the documents, if requested.

## When will Life, Accidental Death and Accidental Dismemberment benefits be paid?

In the event of the death, accidental death or accidental dismemberment of an insured person, the company must tell us of the event in writing within six months. The company must send us all required documents as indicated in the table above.

Benefits will be paid once we accept the claim as valid. Valid benefits in relation to Life and Accidental Death cover will be paid directly to the company.

## When will Accelerated Death benefit be paid?

If an insured employee is diagnosed with a terminal illness, the company must tell us in writing as soon as possible. The company must send us all required documents as indicated in the table above.

Benefits will be paid once we accept the claim as valid. Accelerated Death benefit can't exceed the maximum benefit limit as stated in the Table of Benefits. If there is conflicting medical evidence or opinion, our Medical Director will determine whether the illness is terminal or not.

If the insured employee survives beyond 12 months, we may reassess their eligibility for benefit and may recover amounts paid if we deem they are no longer eligible.

## When will Short-term Disability benefit be paid?

The company must inform us in writing immediately if an insured employee is on certified sick leave for the shortest of:

- A period longer than the deferred period as stated in the Table of Benefits, or
- More than 30 days

The company must send us a completed Disability Benefit application form and Employer Disability Statement form, with all documents listed on pages 20-21. We will pay the benefits once we accept the claim as valid.

## When will Long-term Disability benefit be paid?

The company must tell us in writing immediately if an insured employee progresses from short-term disability to long-term disability. The company must send us a completed Disability Benefit application form with all the documents listed in the table above.

We will pay the benefits once we accept the claim as valid.

## When will Permanent Disability benefit be paid?

The company must tell us in writing within six months if an insured employee suffers a permanent disability. The company must send us a completed Disability Benefit application form with all the documents listed in the table above. The assessment of claims will normally take place after 12 months, however some cases may take up to 24 months to assess based on their individual circumstances.

We will pay the benefits once we accept the claim as valid.

## Assessment of claim validity

To enable us to assess the validity of any claim, the insured employee must, upon request and at our expense, undergo a medical examination by a medical expert nominated by us.

As soon as we agree the claim is valid, we will pay the benefits due under this policy in the currency stated in the Company Agreement.

Payment of any disability benefit will be subject to the assessment of the nominated medical expert and our approval. If either the company or the insured employee disputes the assessment of our nominated medical expert, they may submit, at their own expense, a report from another medical expert of their own choice, provided this report advises on the matters in dispute.

In this case, we may ask the insured employee to undergo a final medical examination by a further medical expert, at our expense. The advice of this medical expert, made with the benefit of previous medical reports, will be final.

We may ask any insured employee receiving benefits under this policy to undergo medical examinations when we deem it necessary. If they do not undergo such a medical examination within one month from the date of request, we reserve the right to delay or stop the benefit payment until we receive the medical report. The benefit payment will then start or resume, limited to one month back payment.

## Suspension of disability claim

A claim will be suspended if the insured employee:

- Refuses to enter into a reasonable and customary programme of treatment or rehabilitative programme
- Does not accept any reasonable offer to modify their duties under the company rehabilitation programme.
- Refuses to re-train to qualify for a suited occupation, when it becomes reasonably apparent that they will not be able to return to their usual occupation during the benefit period stated in the Company Agreement.
- Is deemed fit to return to work based on the medical evidence available to us (where applicable).

# Paying premiums

Premiums are normally payable in advance, in the currency stated in the contract and in accordance with the specified Company Agreement terms. Please also note that the company will be liable for payment of Insurance Premium Tax or other government levies or taxes (including withholding taxes if applicable) that may be due and payable in respect of the company plan. Allianz Partners require premium and taxes to be paid in full by the company.

Insurance Premium Tax rates or other applicable charges or levies may change throughout the term of the company plan, and the company may be liable for such charges. Any premiums which the company or Allianz Partners is entitled to, based on new enrolments or termination of cover, must be paid to Allianz Partners or refunded to the company on a pro rata basis.

Failure to pay the premium due under the policy within the agreed timeframe may result in the cancellation of this policy.



# Administration of the plan

## Assignment of policies

This policy (or any element of it) cannot be assigned or granted as security against any group or individual trust, lien or charges. This means that you can't transfer any rights to this group policy to a financial institution (for example: insured employees can't use the life insurance provided under this group policy in order to access a mortgage from a bank).

## Enrolment of eligible persons

Before the commencement date of the Company Agreement, the company must send us a written list of eligible persons and their dependants (if any) who are eligible for enrolment, in accordance with and subject to the terms of the Company Agreement.

## Adding dependants

An insured employee can request to add dependants for Life cover through the company (subject to medical underwriting) provided that they are allowed to do so under the Company Agreement.

## Changes

The company must notify us of additions, changes or cancellations, in writing, within four weeks of a person becoming eligible or ineligible or other changes such as the addition of a dependant. After that date, we reserve the right to add, amend or remove the eligible person from the day such notice is given.

If the company fails to notify us of changes or cancellations within four weeks, for any reason, the company will remain responsible for the payment of the premium until we receive such notice.

It will not be possible to backdate changes and cancellations after claims have been processed. Also, we cannot backdate the start date for eligible persons to include any claims or claimable events that have already taken place.

## Changing country of residence

It is important that the company notifies us if an insured person changes their country of residence as it may affect the premium, even if they are moving to a country within their current geographical region of cover.

Cover in some countries is subject to local insurance restrictions, particularly for residents of that country. It is an insured person's responsibility to inform the company of any change in residency and to ensure that their Group Life and Disability cover is legally appropriate. We would recommend that they seek independent legal advice in this regard, as we may no longer be able to provide them with cover.

## Changing contact details

The company must tell us in writing as soon as possible of any change in an insured person's home or business address or email address.

## Correspondence

When you write to us, please use email or post (with the postage paid). We do not usually return original documents to you, but if you ask us to, we will.

## Renewing membership

Before group renewal, we will send the company a membership list. The company must review the list, highlight any additions, changes or cancellations and confirm that it accurately reflects the group membership. If the company fails to notify us of any membership changes before the renewal date, we reserve the right to renew the group scheme with the latest available membership information.

Where you are using our Simplified Administration model then please refer to your Company Agreement for full details of the renewal process.

## Ending membership

The company can end the membership of an insured person by notifying us in writing. Membership will automatically end:

- At the end of the insurance year, if the Company Agreement is terminated.
- If the company decides to end the cover or does not renew an insured person's membership.
- If the company does not pay premiums or any other payment due under the Company Agreement with us.

- When an insured employee is no longer eligible for cover under the terms and conditions as stated in the Company Agreement.
- When an insured person reaches the term age limit, as set out in the Company Agreement.
- If an insured person dies.

We can end an insured person's membership if there is reasonable evidence that they have misled us or attempted to mislead us. For example giving us false information, withholding relevant information from us, or working with another party to give us false information, either intentionally or carelessly which may influence us when deciding:

- Whether the insured person can join the scheme
- What premiums the company has to pay
- Whether we have to pay any claim

# The following terms also apply to the company plan

**Applicable law:** The company plan is governed by the laws and courts of the country as set out in the Company Agreement, unless otherwise required by law. Any dispute that cannot otherwise be resolved will be dealt with by courts of the country named in the Company Agreement.

**Economic Sanctions:** No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America and/or any other applicable national economic or trade sanction law or regulations.

**The amounts we will pay:** Our liability to the company is limited to the amounts indicated in the Table of Benefits and any policy endorsements. The amount reimbursed, whether under this policy, public medical scheme or any other insurance, will not exceed the figure stated in the Table of Benefits.

**When cover is provided by someone else:** We may decline a claim if insured employees are eligible to claim benefits from:

- A public scheme
- Any other insurance policy
- Any other third party

If that is the case, they need to inform us through the company and provide all necessary information.

The Company and/or an insured employee or any of their beneficiaries (if different) and the third party cannot agree any final settlement or waive our right to recover expenses without our prior written agreement. If they do so, we are entitled to recover from the insured employee or their beneficiaries (if different) any amounts we have paid and to cancel the policy.

We also have the right to claim back from a third party any amount we paid for a claim, if the costs were due from or also covered by them. We may take legal proceedings in the name of an insured employee or any beneficiaries (if different), at our expense, to achieve this. This is called subrogation.

**Circumstances outside of our control (force majeure):** We will always do our best for you, but we are not liable for delays or failures in our obligations to you caused by things which are outside of our reasonable control. Examples are extremely severe weather, floods, landslides, earthquakes, storms, lightning, fire, subsidence, epidemics, acts of terrorism, outbreaks of military hostilities (whether or not war is declared), riots, explosions, strikes or other labour unrest, civil disturbances, sabotage and expropriation by governmental authorities.

**Dispute resolution:** Allianz Partners and the company agree to use the Dispute Resolution procedure as outlined in the Company Agreement, if any dispute arises in connection with this company plan, including any differences in respect of:

- Medical opinion about the results of an accident/illness, or
- An event that could give rise to a claim, or
- A medical condition arising out of, or in connection with, this company plan

**Cancellation and fraud:** We will not pay any benefits for a claim and we reserve our right to cancel an insured person's cover if:

- The claim is false, fraudulent or intentionally exaggerated.
- The company, insured person or any of their beneficiaries (or anyone acting on the insured person's behalf) use fraudulent means to obtain benefit under this company plan.

The amount of any claim paid before the fraudulent act or omission was discovered will become immediately owing to us.

**Mitigation:** During any period of disability, an insured employee must make reasonable efforts to:

- Help their own recovery by, for example, taking part in any reasonable and customary programme of treatment or rehabilitative programme or accepting any reasonable offer of modified duties by the company
- Re-train to qualify for a suitable occupation, if it becomes reasonably apparent that they will not be able to return to their own occupation during the benefit period stated in the Company Agreement
- Return to their regular occupation during the benefit period or obtain work in a suitable occupation
- Obtain other income

A reasonable and customary treatment programme is defined as one that is:


- Performed and prescribed by a doctor, and
- Of the nature and frequency usually required for the condition involved, and
- Required in our opinion

# Data Protection and release of medical records

Our Data Protection Notice explains how we protect your privacy and process the personal data of your employees. You must read it before sending us any personal data. To read our Data Protection Notice visit:

 [www.allianzcare.com/en/privacy.html](http://www.allianzcare.com/en/privacy.html)

Alternatively, you can contact us on the phone to request a paper copy.


 +353 1 630 1301

If you have any queries about how we use your personal data, please email us at:

 [AP.EU1DataPrivacyOfficer@allianz.com](mailto:AP.EU1DataPrivacyOfficer@allianz.com)

# Complaints procedure

Our Helpline is always the first number to call if the insured person or the company have any comments or complaints. If we can't resolve the problem on the phone, please email or write to us:

 +353 1 630 1301

 [client.services@allianzworldwidecare.com](mailto:client.services@allianzworldwidecare.com)

 Customer Advocacy Team,  
Allianz Partners,  
15 Joyce Way,  
Park West Business Campus,  
Nangor Road,  
Dublin 12, Ireland

We will handle your complaint according to our internal complaint management procedure.

For details see:

 [www.allianzcare.com/complaints-procedure](http://www.allianzcare.com/complaints-procedure)

You can also contact our Helpline to obtain a copy of this procedure.

# Definitions

The following definitions apply to the benefits included in the company Group Life and Disability Plan and to some other commonly used terms. The benefits that insured persons are covered for are listed in their Table of Benefits. Wherever the following words/phrases appear in this document and the Table of Benefits, they will always have the following meanings:

## A

**Accident** is a sudden, unexpected event that causes injury and is due to a cause external to the insured person. The cause and symptoms must be medically and objectively definable, allow for a diagnosis and require therapy.

**Actively at work** means that the insured employee is:

- Working, and
- Carrying out all duties of their own occupation, and
- Not working contrary to medical advice

**Automatic acceptance limit (AAL)** is a pre-defined limit on the maximum sum that can be insured per eligible person without medical underwriting being required. The AAL is set out in the Company Agreement and may be revised each year. We will inform the company of any changes to the AAL in writing.

## C

**Commencement date** refers to the start date of the insurance year as specified in the Company Agreement.

**Commencement date of cover** is the date that cover begins under the company plan for the insured person.

**Company** is the employer named in the Company Agreement.

**Company Agreement** is the agreement we have with the company, which allows eligible persons to be insured with us. This agreement sets out who can be covered, when cover begins, how it is renewed and how premiums are paid.

**Cost of living adjustment** is the agreed percentage increase (as set out in the Schedule to the Company Agreement) in the amount of benefits we will pay in respect of the Long-term Disability claims that may arise during the insurance year. The adjustment is subject to the maximum benefit limits as set out in the Table of Benefits and to the terms and conditions of the Company Agreement.

## D

**Deferred period (for disability benefits)** is the period that an insured person is not entitled to be paid disability benefits. It begins on the first date of certified sick leave due to an accident or illness. Benefits that are subject to deferred periods will be stated in the Table of Benefits.

**Dependants** are an insured employee's spouse or partner and children who are financially dependent on the insured employee up to the day before their 18th birthday or up to the day before their 24th birthday, if they are in full-time education and also named on the company plan.

**Doctor** is a person who is licensed to practise medicine under the law of the country in which treatment is given and where they are practising within the limits of their licence.

## E

**Eligible persons** are employees of the company (as defined in the Company Agreement) who are

- a) Under the term age of cover (age limit) as set out in the Company Agreement, and



- b) In Permanent Employment. Employees on fixed term contracts (greater than 6 months) can also be covered for Life, Accidental Death, Accidental Dismemberment & Permanent Disability cover. Any additional cover exceptions will be noted in the Company Agreement.
- c) Actively at work with the company, and
- d) Not working contrary to medical advice

Eligible Employees who are not working at the start date of the Company Agreement or the start date of cover due to certified sick leave or disability will be eligible for cover after completing one month of employment (as stated in the Company Agreement).

**End date** refers to the end date of the insurance year as stated in the Company Agreement.

## G

**Gross annual salary** is the annual salary amount before any deduction for income tax. It includes contractual bonuses and commission earned. However, other benefits to an insured employee (such as cars, living accommodation, overtime or discretionary bonuses) are not included. Where a weekly rate is provided to us, we multiply that rate by 52 to calculate the gross annual salary. Where a daily rate is provided to us, we multiply that rate by 5 to calculate a weekly rate and then multiply the result by 52 to calculate the gross annual salary.

## I

**Insurance year** is the period between (and inclusive of) the start date and the end date, as stated in the Company Agreement.

**Insured employee** is an eligible person who the company has identified to us, who is covered under the terms of the Company Agreement, and for whom the company has paid the appropriate premium.

**Insured persons** are insured employees and their dependants, who the company has identified to us and for whom the company has paid the appropriate premium.

## M

**Material and substantial duties** are duties that are normally required for the performance of an occupation and cannot be reasonably omitted or modified.

## O

**One single event** is an accident or natural disaster that lasts a maximum of 72 hours. In the case of a natural disaster, if the disturbances last more than 72 consecutive hours, several events will be taken into consideration, each one for a maximum period of 72 hours. The 'one single event' limit is stated in the Table of Benefits.

Notes:

- In the case of a tornado, hurricane, cyclone or tempest, claims will be treated as one single event if they are linked to the same atmospheric disturbance.
- In the case of an earthquake, volcanic eruption or tidal wave, claims will be treated as one single event if the epicentre is unique and shared.

**Other income** includes:

- Any disability benefits an insured employee is entitled to receive from government bodies or another insurance company or their employer.
- Any income from a professional activity.

**Own occupation** is the occupation of the insured employee at the time of death (for Life and Accidental Death cover) or dismemberment (for Accidental Dismemberment cover), or at the time of certified sick leave (for Short-term Disability cover).

## P

**Pre-existing conditions** are medical conditions for which one or more symptoms presented at some point during the insured person's lifetime. This applies regardless of whether the insured person sought any medical advice or treatment.

We would deem any such condition to be pre-existing if we could reasonably assume the member had known about it.

We will also treat as pre-existing any medical conditions that arise between the date the insured person completed the application form and the later of the following:

- The date we approve your underwritten benefit or
- The date we add-on the underwritten benefit to the policy under the group scheme

Therefore, it is important that in the periods outlined above, the company and/or the insured person inform us if there is any change to the member's health status or to any material facts (facts likely to influence our assessment and acceptance of this application). In addition, the insured person will need to provide further information, if requested.

All pre-existing conditions and/or any material facts will be subject to full medical underwriting to determine our offer of acceptance terms for the cover requested in excess of the automatic acceptance level. You will be advised in writing of any offer of non-standard acceptance terms.

Please note that failure to disclose pre-existing conditions and/or any material facts may invalidate future claims and render your underwritten benefits void.

## S

**Suitable occupation** is an occupation the insured employee is reasonably suited for, based on their education, skills and experience.

**Sum insured** is the maximum amount that we will pay in the event of a claim, in accordance with the Company Agreement. Details of the sum insured are stated in the Table of Benefits.

## T

**Term age** is the age limit at which cover expires for an insured person and is stated in the Company Agreement.

**Terminal illness** refers to an advanced or rapidly progressing incurable illness, where in the opinion of an attending doctor and our medical director, the insured person's life expectancy is no longer than 12 months.

## V

**Voluntary cover** is where the insured person applies for additional insurance in excess of that offered as standard cover under the company plan.

## W

**We/Our/Us** is Allianz Partners.

# Exclusions

No benefit will be paid if the claim was as a result of:

## **CHEMICAL CONTAMINATION AND RADIOACTIVITY**

Chemical or biological contamination, radioactivity or any nuclear material contamination, including the combustion of nuclear fuel.

## **FLYING IN AN AIRCRAFT**

Flying in an aircraft, including helicopters, unless the insured person is a passenger and the pilot is legally licensed, or is a military pilot and has filed a scheduled flight plan when required by local regulations.

## **INTENTIONALLY CAUSED DISEASES OR SELF-INFLICTED INJURIES**

Intentionally caused diseases or self-inflicted injuries, including suicide, within one year of the enrolment date of the policy (this exclusion only applies to Voluntary cover, where the insured employee chooses to take out additional insurance in excess of that offered under the company plan).

## **PARTICIPATION IN WAR OR CRIMINAL ACTS**

Active participation in:

- War
- Riots
- Civil disturbances
- Terrorism
- Criminal acts
- Illegal acts
- Acts against any foreign hostility (whether war has been declared or not)

## **PASSIVE WAR RISK**

- Being in a country, where the British government has recommended their citizens to leave (this criteria will apply regardless of the insured person's nationality) and advised against 'all travel' there; or

- Travelling to or staying, for a period of more than 28 days per stay, in a country or an area where the British government advise against all but essential travel;

The Passive War Risk exclusions apply regardless of whether the claim arises directly or indirectly as a consequence of war, riots, civil disturbances, terrorism, criminal acts, illegal acts or acts against any foreign hostility, whether war has been declared or not.

#### **SUBSTANCE ABUSE**

Alcohol, solvent or drug abuse. Drug abuse will include the abuse of prescribed, non-prescribed, legal or illegal drugs.

Note: Additional exclusions may apply when medical underwriting is required.

# Accidental Dismemberment Reference Table

Partial benefit	% of principal sum insured payable
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## 1. Head

1.1 Irrevocable loss of sight in one eye	40%
1.2 Irrevocable loss of hearing in one ear	30%
1.3 Partial removal of the mandible or half of the maxillary bones	40%
1.4 Loss of bone matter of the skull in all of its thickness	
1.4.1 Surface area of 3cm <sup>2</sup> to 5cm <sup>2</sup>	20%
1.4.2 Surface area of more than 5cm <sup>2</sup>	40%

## 2. Upper limbs

	Left	Right
2.1 Loss of one arm or one hand	50%	60%
2.2 Loss of one thumb	15%	20%
2.3 Partial loss of one thumb	5%	10%
2.4 Permanent loss of one bone in the arm	40%	50%
2.5 Considerable loss of the two bones of the forearm	30%	40%
2.6 Paralysis		
2.6.1 Paralysis of an upper limb	55%	65%
2.6.2 Paralysis of the forearm radial nerve	25%	30%
2.6.3 Paralysis of the circumflex nerve	15%	20%
2.6.4 Paralysis of the cubital nerve	25%	30%
2.6.5 Paralysis of the hand radial nerve	15%	20%
2.6.6 Paralysis of the median nerve	35%	45%
2.6.7 Paralysis of the radial nerve at the torsion cradle	35%	40%

2.7 Ankylosis			
2.7.1	Wrist in a favourable position (straight and pronation)	15%	20%
2.7.2	Wrist in an unfavourable position (flexed or strained extension or supine position)	25%	30%
2.7.3	Elbow in a favourable position (15 degrees round the right angle)	20%	25%
2.7.4	Elbow in an unfavourable position	35%	40%
2.7.5	Shoulder	30%	40%
2.7.6	Thumb	15%	20%
2.8 Amputation			
2.8.1	Loss of a forefinger	10%	15%
2.8.2	Loss of two phalanges of forefinger	8%	10%
2.8.3	Loss of the ungual phalanx of forefinger	3%	5%
2.8.4	Loss of a finger other than thumb, forefinger and median	3%	7%
2.8.5	Loss of a thumb and forefinger	25%	35%
2.8.6	Loss of four fingers excluding a thumb	35%	40%
2.8.7	Loss of four fingers including a thumb	40%	45%
2.8.8	Loss of three fingers excluding a thumb and forefinger	15%	20%
2.8.9	Loss of two fingers excluding a thumb and forefinger	8%	12%
2.8.10	Loss of a thumb and finger excluding forefinger	20%	25%
2.8.11	Loss of a median finger	8%	10%

### 3. Lower limbs

3.1	Loss of a foot	45%
3.2	Partial loss of a foot	35%
3.3	Loss of bone from a thigh or both bones of the leg	60%
3.4	Damage of a knee joint with significant separation of the fragments and pronounced difficulty of movement	40%
3.5	Damage of a knee joint with restricted range of movement	20%

3.6 Shortening of a lower limb	
3.6.1 Over 3cm	20%
3.6.2 Over 5cm	30%
3.7 Paralysis	
3.7.1 Lower limb	60%
3.7.2 Loss of the external popliteal sciatic nerve	30%
3.7.3 Loss of the internal popliteal sciatic nerve	20%
3.7.4 Total paralysis of both popliteal nerves	40%
3.7.5 Loss of all toes	25%
3.8 Ankylosis	
3.8.1 Hip	40%
3.8.2 Knee	20%
3.8.3 Big toe	10%
<b>Full benefit</b>	<b>% of principal sum insured payable</b>

#### 4. Upper and lower limbs


4.1 Loss of both hands or both feet or the sight in both eyes	100%
4.2 Loss of both arms or both legs	100%
4.3 Loss of both feet	100%
4.4 Loss of one arm and one leg	100%
4.5 Loss of one arm and one foot	100%
4.6 Loss of one hand and one leg	100%
4.7 Loss of one hand and one foot	100%
4.8 Removal of the mandible	100%
4.9 Irrevocable loss of speech through trauma	100%
4.10 Irrevocable loss of hearing in both ears	100%

**Note:** For a person who is left-handed, provided that the insured employee has declared so in the claim, the rates relative to the right limb will be applied to the left and vice versa. Total benefits will not exceed 100% of the maximum benefit amount as stated in the Table of Benefits.

# Talk to us, we love to help!

If you have any queries, please do not hesitate to contact us:


## 24/7 Helpline for general enquiries and emergency assistance


 English:	+353 1 630 1301
German:	+353 1 630 1302
French:	+353 1 630 1303
Spanish:	+353 1 630 1304
Italian:	+353 1 630 1305
Portuguese:	+353 1 645 4040


Toll free numbers: [www.allianzcare.com/en/pages/toll-free-numbers.html](http://www.allianzcare.com/en/pages/toll-free-numbers.html)

*If you are not able to access the toll-free numbers from a mobile phone, please dial one of the Helpline numbers listed above.*






*Calls to our Helpline will be recorded and may be monitored for training, quality and regulatory purposes. Please note that only the policyholder (or an appointed representative) or the Group Scheme Manager can make changes to the policy. Security questions will be asked of all callers to verify their identity.*

 Email: [client.services@allianzworldwidecare.com](mailto:client.services@allianzworldwidecare.com)

 Fax: +353 1 630 1306

 Allianz Partners, 15 Joyce Way, Park West Business Campus, Nangor Road, Dublin 12, Ireland.

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