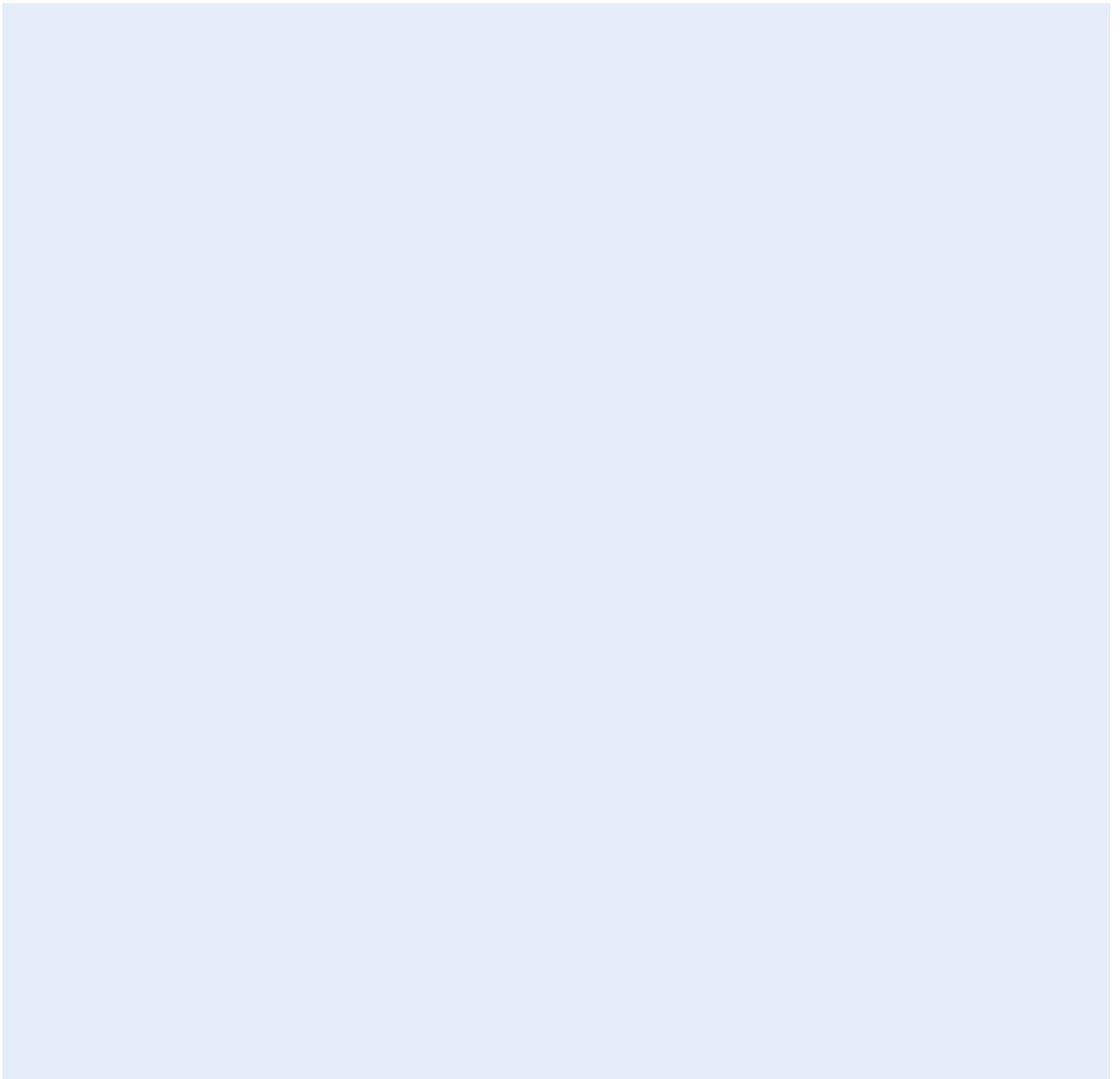


# Guaranteed Mortgage Protection





# Introduction

This document explains in detail the workings of your Guaranteed Mortgage Protection Policy. It is important that you read each section of the document carefully to ensure that you understand what you are covered for and what events may affect this cover.

The application form that you signed, all the declarations and statements you and the Life or Lives Insured have made, this Policy Document, the Schedule of Sums Insured and the Policy Certificate with any Special Terms Appendix taken together form the life insurance contract between you and Zurich Life Assurance plc (referred to throughout the rest of this document as Zurich Life).

Zurich Life will pay to you or your legal representative or the *assignee* of your policy the insurance benefits when the insured event happens subject to the conditions contained in this policy and providing:

- (a) Premiums are paid as stated on the Policy Certificate or, if applicable, as calculated in the most recent *Premium Recalculation*; and
- (b) all declarations and statements you and the Life or Lives Insured have made are true.

Please note when completing the application form you and the Life (Lives) Insured must disclose all Material Facts (including any Material Facts which came to light between the date the original policy was issued and the date this policy is issued, where this policy is replacing another policy). A Material Fact is any fact about a Life Insured's health, family history, smoking or drinking habits, occupation, pastimes, policies with other insurance companies or any other fact that may increase the risk of you making a claim or influence the assessment and acceptance of your application by Zurich Life. You must also advise Zurich Life immediately of any Material Facts or change in Material Facts that come to light between the date you sign the application form and the date the policy is issued. If you fail to disclose all Material Facts or fail to provide Zurich Life with full and accurate information any subsequent claim may be rejected and your policy cancelled from the inception date. If you are in any doubt about whether a fact is material you should disclose full details.

This is a mortgage protection policy. Its aim is the provision of a lump sum in the event of the death of a Life Insured or, if applicable, a Life Insured suffers one of a number of specified Serious Illnesses or becomes Permanently Totally Disabled - see the Policy Certificate for details of applicable benefits.

The only benefits that apply to your policy are those chosen by you in the application form which have been accepted by Zurich Life and are included in your Policy Certificate.

Cover commences on this policy from the Policy Issue Date shown on the Policy Certificate.

## So How Does Your Policy Work?

You will pay Premiums to Zurich Life for the Insurance Term shown on the Policy Certificate. The Premium payable will be that amount shown on your Policy Certificate or, if applicable, the amount calculated in the most recent *Premium Recalculation*. A *Premium Recalculation* will take place if you exercise the Guaranteed Insurability Option; it can also take place if the Lives Insured travel to or reside in certain foreign countries for an extended period or change their occupation. The Sums Insured in force over the period of the Insurance Term shall reduce according to the schedule set out in the Schedules of Life & Serious Illness Sums Insured (ref. LMPA0512(B)). In the event of a Serious Illness, Angioplasty, Permanent Total Disablement (Own Occupation) or 'waiting list' claim, the Sums Insured in force at that time will be reduced as described in paragraph 4 or 6 of Section Four - Serious Illness Benefit, paragraph 3 of Section Five - Angioplasty Benefit, paragraph 15 of Section Six - Partial Payment Serious Illness Benefit or paragraph 4 of Section Seven - Permanent Total Disablement (Own Occupation) Benefit.

This document is divided into sections which contain the detailed description of your policy operation and conditions. Some sections may not apply to your policy.

|                         |                                                              |    |
|-------------------------|--------------------------------------------------------------|----|
| <b>Section One</b>      | Payment of Premiums                                          | 3  |
| <b>Section Two</b>      | Death Benefit                                                | 3  |
| <b>Section Three</b>    | Terminal Illness Benefit                                     | 4  |
| <b>Section Four</b>     | Serious Illness Benefit                                      | 5  |
| <b>Section Five</b>     | Angioplasty Benefit                                          | 7  |
| <b>Section Six</b>      | Partial Payment Serious Illness Benefit                      | 8  |
| <b>Section Seven</b>    | Permanent Total Disablement [PTD] (Own Occupation) Benefit   | 10 |
| <b>Section Eight</b>    | Waiver of Premium Benefit                                    | 11 |
| <b>Section Nine</b>     | Hospital Cash Benefit                                        | 12 |
| <b>Section Ten</b>      | Personal Accident Benefit                                    | 13 |
| <b>Section Eleven</b>   | Guaranteed Insurability Option                               | 14 |
| <b>Section Twelve</b>   | Exclusions and Limits                                        | 15 |
| <b>Section Thirteen</b> | General Conditions                                           | 18 |
| <b>Appendix A</b>       | Glossary of Technical Terms                                  | 20 |
| <b>Appendix B</b>       | Definition of a <i>Critical Event</i>                        | 22 |
| <b>Appendix C</b>       | Definition of <i>Angioplasty Event</i> (Single and Double)   | 38 |
| <b>Appendix D</b>       | Definition of a <i>Partial Payment Serious Illness Event</i> | 39 |

In this document certain words have been assigned certain meanings. Any reference to 'you' or the second person applies to the owner of the policy. Any reference to 'he' or the third person should be interpreted in the feminine where appropriate. Any reference to the age of a Life Insured refers to the age next birthday. Any reference to the relevant Sum Insured or relevant Benefit means the Sum Insured or Benefit of the Life Insured in respect of whom a claim is being made.

If there are two Lives Insured, Death, Serious Illness, Angioplasty and Permanent Total Disablement (Own Occupation) Benefit are payable on the first claim on either Life Insured (but not on both). Where your policy includes the Serious Illness Benefit it also automatically includes the Angioplasty Benefit and the Partial Payments Serious Illness Benefit. The Partial Payment Serious Illness Benefit applies to each life separately. Your Policy Certificate will state to which lives, if any, Personal Accident and Hospital Cash Benefit apply.

In Appendix A of this document, there is a glossary of technical terms. Any technical terms which arise in this document are printed in *italics* and explained in the glossary.

If you have any queries you should contact your Financial Advisor or Zurich Life Customer Services Desk by telephone at 01 799 2711 or by email at [customerservices@zurich.com](mailto:customerservices@zurich.com)

If you prefer you can write to:

**Zurich Life Assurance plc**

Zurich House, Frascati Road, Blackrock, Co. Dublin, Ireland.

# Section One - Payment of Premiums

This section explains when your Premiums must be paid and what happens if payment stops.

## Methods of Payment

1. It is your responsibility to ensure Premiums are received by Zurich Life. If your chosen method of paying Premiums is no longer in operation you must contact Zurich Life to arrange payment by an acceptable alternative method.
2. A receipt for any Premiums paid will not be valid unless it is on Zurich Life's printed form.

## Days of Grace

3. Your first Premium is due on the Start Date of your policy. Unless this Premium is received within 30 days of the Start Date, your policy will be deemed never to have commenced and Zurich Life will have no liability under the policy.
4. Subsequent Premiums are due at the frequency shown in the Policy Certificate. You are allowed 30 *Days of Grace* for the payment of each of your subsequent Premiums. If your Premium is not received within these *Days of Grace*, your policy will be cancelled and Zurich Life's liability for any benefits under your policy will cease.
5. If a claim occurs during the *Days of Grace*, Zurich Life will deduct any unpaid Premiums from the amount payable on settlement of that claim.

## Reinstatement of Your Policy

6. If you, your legal representatives, or the *assignee* of your policy pay the unpaid Premiums due on your policy within three months of the date your first unpaid Premium was due, your policy will be *reinstated*. In these circumstances, paragraph 4 above does not apply, and Zurich Life is entitled to charge you a late payment fee. The late payment fee will be at a rate of 1% per month of the amount of the unpaid Premiums. Your policy can be *reinstated* even if a claim has arisen for a Death, Terminal Illness, Serious Illness, Angioplasty, Partial Payment Serious Illness or Permanent Total Disablement (Own Occupation) Benefit during this *reinstatement* period. Your policy cannot be *reinstated* if Zurich Life receives a request from you to cancel your policy.

## Ceasing Premium Payment

7. If you cease paying Premiums, Zurich Life's liability for any benefits will cease.
8. You will cease paying Premiums at the end of the Insurance Term.

# Section Two - Death Benefit

This section explains the Death Benefit.

1. This section only applies if there is a Life Sum Insured shown in the Policy Certificate.

## Amount Payable on Death

2. On proof of the death of a Life Insured after the Policy Issue Date, Zurich Life will pay the Life Sum Insured in force at the date of death, subject to the specific restrictions given in this section and the general terms and conditions of this policy on provision of an original death certificate and any other documents as required under the terms of the policy.

3. The Life Sum Insured in force at any date is that shown in the Schedule of Life Sums Insured (ref. LMPA0512(B)) as varied by the provisions of paragraph 4 or paragraph 6 of Section Four - Serious Illness Benefit, paragraph 3 of Section Five - Angioplasty Benefit, paragraph 4 of Section Seven - Permanent Total Disablement (Own Occupation) Benefit, paragraph 7 of Section Eleven - Guaranteed Insurability Option or as subsequently reduced in accordance with your instructions.
4. Your policy will cease on payment of the Life Sum Insured in force.

### **Payment of Benefit**

5. If the Life Sum Insured in force is not paid within 30 days of Zurich Life receiving written notification of the death of a Life Insured, the amount payable on death will be increased in respect of the period between the date of notification of death and the date of payment at a rate determined by the *Appointed Actuary*.
6. In the event of a claim Zurich Life may obtain reports from doctors who have attended the deceased Life Insured to establish the claim.

### **Events which may Affect this Benefit (Restrictions)**

7. The benefit payable on death under your policy is not affected by the future occupation, residence, travel or recreational pursuits of a Life Insured, unless specifically stated in the Policy Certificate or any other Certificate issued to you by Zurich Life.
8. If a Life Insured dies by his own act (whether or not he is sane at the time) the Life Sum Insured in force at the date of death will not be paid if the death occurs within one year of the following dates:
  - the Policy Issue Date of your policy,
  - the date of *reinstatement* of your policy.

However, if your policy has been *assigned* as a condition of a loan being granted and the *assignee* can prove entitlement to some or all of the benefits under your policy, Zurich Life will pay the entitlement up to but not greater than the amount that would otherwise be payable under your policy.

9. If a Life Insured dies by his own act (whether or not he is sane at the time), and the Sum Insured has increased within the preceding year, Zurich Life will limit the amount payable to the amount of the Sum Insured immediately prior to the increase(s).

## **Section Three - Terminal Illness Benefit**

This section explains the Terminal Illness Benefit.

1. This section only applies if there is a Life Sum Insured shown in the Policy Certificate.

### **Amount Payable on Terminal Illness**

2. On proof of the diagnosis of a terminal illness of a Life Insured after the Policy Issue Date and at least twelve months before the end of the Insurance Term, Zurich Life will pay the Life Sum Insured in force at the date the illness is diagnosed as terminal, subject to the specific restrictions given in this section and the general terms and conditions of this policy. Your policy will cease on payment of the Life Sum Insured due to Terminal Illness. Terminal Illness Claims cannot be considered in the final twelve months of the policy before the expiry of the Insurance Term.

3. On proof of the diagnosis of a terminal illness of a Life Insured in respect of whom a Serious Illness Sum Insured (Accelerated) is shown in the Policy Certificate during the last twelve months of the Insurance Term, Zurich Life will deem the diagnosis of the terminal illness to be a *Critical Event*, and paragraphs 2 and 3 of Section Four - Serious Illness Benefit will apply.
4. The Life Sum Insured in force at any date is that shown in the Schedule of Life Sums Insured (ref. LMPA0512(B)) as varied by the provisions of paragraph 4 or paragraph 6 of Section Four - Serious Illness Benefit, paragraph 3 of Section Five - Angioplasty Benefit, paragraph 4 of Section Seven - Permanent Total Disablement (Own Occupation) Benefit, paragraph 7 of Section Eleven - Guaranteed Insurability Option or as subsequently reduced in accordance with your instructions.

### Definition of Terminal Illness

5. For the purposes of this policy, 'terminal illness' is defined as a definite diagnosis by the attending Consultant of an illness that satisfies both of the following:
  - The illness either has no known cure or has progressed to the point where it cannot be cured; and
  - In the opinion of the attending Consultant and Zurich Life's Chief Medical Officer, the illness is expected to lead to death within twelve months.The date of diagnosis for the purposes of this policy shall be the date that Zurich Life receives medical reports confirming that the Life Insured is terminally ill.

### Payment of Benefit

6. If a Terminal Illness Benefit on your policy is not paid within 30 days of Zurich Life receiving written notification of the diagnosis of terminal illness of a Life Insured, the amount payable under this section will be increased in respect of the period between the date of notification of diagnosis of terminal illness and the date of payment at a rate determined by the *Appointed Actuary*.
7. In the event of a claim, Zurich Life may obtain reports from doctors that have attended the Life Insured to establish the claim.

### Events that may Affect this Benefit (Restrictions)

8. *Territorial Limits* apply.
9. If a Life Insured contracts a terminal illness by his own act (whether or not he is sane at the time), no payment will be made under this section.
10. The benefit payable on diagnosis of terminal illness under your policy is not affected by the future occupation or recreational pursuits of a Life Insured, unless specifically stated in the Policy Certificate or any other Certificate issued to you by Zurich Life.

## Section Four - Serious Illness Benefit

This section explains the Serious Illness Benefit.

1. This section only applies if there is a Serious Illness Sum Insured shown in the Policy Certificate.

### Amount Payable on Serious Illness

2. On proof that a *Critical Event* has happened after the Policy Issue Date of the policy to a Life Insured, Zurich Life will pay the Serious Illness Sum Insured in force at the date of the *Critical Event*, subject to the specific restrictions given in this section and the general terms and conditions of this policy.

3. The Serious Illness Sum Insured in force at any date is that shown in the Schedule of Serious Illness Sums Insured (ref. LMPA0512(B)) as varied by the provisions of paragraphs 4 or 6 of this section, paragraph 3 of Section Five - Angioplasty Benefit, paragraph 15 of Section Six - Partial Payment Serious Illness Benefit and paragraph 7 of Section Eleven - Guaranteed Insurability Option or as subsequently reduced in accordance with your instructions.
4. On payment of the Serious Illness Sum Insured in force, no further benefit will be payable under this section, under Section 5 - Angioplasty Benefit, under Section Six - Partial Payment Serious Illness Benefit or under Section Seven - Permanent Total Disablement (Own Occupation) Benefit. The in-force amounts of the current and future Life Sums Insured will be reduced. The revised current and future Life Sums Insured will be calculated by multiplying those values in the Schedule of Life Sums Insured by the ratio of the "Life Sum Insured in force immediately prior to payment minus the Serious Illness Sum Insured paid" to the "Life Sum Insured in force immediately prior to payment". If the revised current Life Sum Insured is zero, the policy will cease but the provisions of paragraph 13 of Section Thirteen - General Conditions may apply.

### Overseas Surgery Benefit

5. On proof that a Life Insured needs an immediate and necessary surgical procedure or operation arising from one of the *Critical Events* which cannot be performed in any *hospital* in Ireland, a lump sum benefit of €12,500 will be paid. This Overseas Surgery Benefit will not be paid more than once in respect of a Life Insured. A *contributory exclusion* applies to this benefit.

### Waiting List Benefit

6. On confirmation that a Life Insured is on a waiting list for any one of the following surgeries (as defined in Appendix B):
  - coronary artery bypass graft;
  - heart valve replacement or repair;
  - heart structural surgery;
  - aorta graft surgery;

then 50% of the Serious Illness Sum Insured in force will be pre-paid, subject to a maximum of €30,000. On payment, the in-force amounts of the current and future Life Sums Insured, Serious Illness Sums Insured and the PTD (Own Occupation) Sums Insured will be reduced.

The revised current and future Life Sums Insured will be calculated by multiplying those values in the Schedule of Life Sums Insured by the ratio of the "Life Sum Insured in force immediately prior to payment minus the amount pre-paid" to the "Life Sum Insured in force immediately prior to payment".

The revised current and future Serious Illness and PTD Sums Insured will be calculated by multiplying those values in the Schedule of Serious Illness Sums Insured by the ratio of the "Serious Illness Sum Insured in force immediately prior to payment minus the amount pre-paid" to the "Serious Illness Sum Insured in force immediately prior to payment".

### Payment of Benefit

7. If a claim under paragraphs 2, 5 or 6 of this section is not paid within 30 days of Zurich Life receiving written notification, the amount payable will be increased in respect of the period between the date of notification and the date of payment at a rate determined by the *Appointed Actuary*.
8. In the event of a claim Zurich Life may obtain reports from doctors who have attended the Life Insured to establish the claim and may require that the Life Insured attend for medical examination(s).

## Events which may Affect this Benefit (Restrictions)

9. *Territorial Limits* apply.
10. *Contributory Exclusion(s)* apply.
11. A *Claim Time Limit* applies.
12. *Change of Occupation Rules* do not apply unless specifically stated in the Policy Certificate or any Special Terms Appendix issued to you.
13. Zurich Life will not pay claims in respect of *Critical Events* which were suffered before the Policy Issue Date shown in the Policy Certificate.

## Definition of *Critical Event*

14. The full list of medical conditions that give rise to a *Critical Event* is given in Appendix B.
15. The date that a Life Insured suffers a *Critical Event* will be deemed the date of diagnosis if it is an illness or the date of surgery if it is a surgery.

# Section Five - Angioplasty Benefit

This section explains the Angioplasty Benefit.

1. This section only applies if there is a Serious Illness Sum Insured shown in the Policy Certificate.

## Amount Payable on an *Angioplasty Event*

2. The amount of the Angioplasty Benefit payment on a first Single *Angioplasty Event* will be the lesser of:
  - 50% of the Serious Illness Sum Insured in force, or
  - €5,000

The amount of the Angioplasty Benefit payment on a second Single *Angioplasty Event* on the same Life Insured will be the lesser of:

- 50% of the Serious Illness Sum Insured in force, or
- €95,000

The amount of the Angioplasty Benefit payment on a Double *Angioplasty Event* will be the lesser of:

- 50% of the Serious Illness Sum Insured in force, or
- €100,000

The Serious Illness Sum Insured in force at any specific date is defined in Paragraph 3 of Section Four - Serious Illness Benefit.

3. On proof that an *Angioplasty Event* has happened after the Policy Issue Date of the policy to a Life Insured, Zurich Life will pay the Angioplasty Benefit in force at the date of the *Angioplasty Event*, subject to the specific restrictions given in this section and the general terms and conditions of this policy. The in-force amounts of the current and future Life Sum Insured, Serious Illness Sum Insured and PTD (Own Occupation) Sum Insured will be reduced by the amount of any Angioplasty Benefit paid.

The revised current and future Life Sums Insured will be calculated by multiplying those values in the Schedule of Life Sums Insured by the ratio of the "Life Sum Insured in force immediately prior to payment minus the amount of any Angioplasty Benefit paid" to the "Life Sum Insured in force immediately prior to payment".

The revised current and future Serious Illness and Permanent Total Disablement (Own Occupation) Sums Insured will be calculated by multiplying those values in the Schedule of Serious Illness Sums Insured by the ratio of the "Serious Illness Sum Insured in force immediately prior to payment minus any Benefit paid" to the "Serious Illness Sum Insured in force immediately prior to payment".

4. On payment of the Angioplasty Benefit in force following a second *Single Angioplasty Event* or a *Double Angioplasty Event*, no further benefit will be paid under this section.

### **Payment of Benefit**

5. If a claim under paragraph 3 of this section is not paid within 30 days of Zurich Life receiving written notification, the amount payable will be increased in respect of the period between the date of notification and the date of payment at a rate determined by the *Appointed Actuary*.
6. In the event of a claim Zurich Life may obtain reports from doctors who have attended the Life Insured to establish the claim and may require that the Life Insured attend for medical examination(s).

### **Events which may Affect this Benefit (Restrictions)**

7. *Territorial Limits* apply.
8. A *Claim Time Limit* applies.
9. *Change of Occupation Rules* do not apply unless specifically stated in the Policy Certificate or any Special Terms Appendix issued to you.
10. Zurich Life will not pay claims in respect of an *Angioplasty Event* which was suffered before the Policy Issue Date shown in the Policy Certificate.

### **Definition of *Angioplasty Event***

11. The definition of an *Angioplasty Event* including the definition of the difference between a *Single Angioplasty Event* and a *Double Angioplasty Event* is given in Appendix C.
12. The date that a Life Insured suffers an *Angioplasty Event* will be deemed the date on which the procedure was carried out.

## **Section Six - Partial Payment Serious Illness Benefit**

This section explains the Partial Payment Serious Illness Benefit.

1. This section only applies if there is a Serious Illness Sum Insured shown in the Policy Certificate.

### **Amount Payable on Partial Payment Serious Illness**

2. The amount of the Partial Payment Serious Illness Benefit payment will be the lesser of:

- 50% of the Serious Illness Sum Insured in force for that life, or
- €15,000

The Serious Illness Sum Insured in force at any specific date is defined in paragraph 3 of Section Four - Serious Illness Benefit.

3. On proof that a *Partial Payment Serious Illness Event* has happened after the Policy Issue Date of the policy to a Life Insured, Zurich Life will pay the Partial Payment Serious Illness Benefit in force at the date of the *Partial Payment Serious Illness Event*, subject to the specific restrictions given in this section and the general terms and conditions of this policy.
4. Zurich Life will make a maximum of one payment for each illness defined in Appendix D, in respect of each Life Insured. The total Partial Payment Serious Illness Benefit payable over the life of this policy in respect of each Life Insured shall not exceed the Serious Illness Cover Sum Insured then in force for that Life Insured.
5. If a claim has been paid by Zurich Life under Section Four - Serious Illness Benefit or Section Seven - Permanent Total Disablement (Own Occupation) Benefit then no benefit will subsequently be paid under this section.

### Payment of Benefit

6. If a claim under paragraph 3 of this section is not paid within 30 days of Zurich Life receiving written notification, the amount payable will be increased in respect of the period between the date of notification and the date of payment at a rate determined by the *Appointed Actuary*.
7. In the event of a claim Zurich Life may obtain reports from doctors who have attended the Life Insured to establish the claim and may require that the Life Insured attend for medical examination(s).

### Events which may Affect this Benefit (Restrictions)

8. *Territorial Limits* apply.
9. *Contributory Exclusion(s)* apply.
10. A *Claim Time Limit* applies.
11. *Change of Occupation Rules* do not apply unless specifically stated in the Policy Certificate or any Special Terms Appendix issued to you.
12. Zurich Life will not pay claims in respect of *Partial Payment Serious Illness Events* which were suffered before the Policy Issue Date shown in the Policy Certificate.

### Definition of *Partial Payment Serious Illness Event*

13. The full list of medical conditions that give rise to a *Partial Payment Serious Illness Event* is given in Appendix D.
14. The date that a Life Insured suffers a *Partial Payment Serious Illness Event* will be deemed the date of diagnosis if it is an illness or the date of surgery if it is a surgery.

### *Partial Payment Serious Illness Events and Critical Events*

15. If a claim is paid under this section, you cannot claim the full Serious Illness Sum Insured under Section Four - Serious Illness Benefit, for any *Critical Event* which occurs or is diagnosed within 30 days of the occurrence or diagnosis of the *Partial Payment Serious Illness Event*.

If a Life Insured suffers a *Critical Event* under Section Four - Serious Illness Benefit, within 30 days of suffering a *Partial Payment Serious Illness Event* under this section, the Serious Illness Sum Insured in force will be reduced by the amount of the partial payment benefit paid out.

If more than 30 days have elapsed between the Life Insured suffering a *Partial Payment Serious Illness Event* and that Life Insured subsequently suffering a *Critical Event*, the Serious Illness Sum Insured in force will not be reduced by the amount of the partial payment benefit paid out.

When you make a claim under this section, Zurich Life will always check to see if you are eligible to claim the full Serious Illness Sum Insured, subject to the specific restrictions given in Section Four and the general terms and conditions of this policy. If you are eligible, then Zurich Life will pay the Serious Illness Sum Insured in force at the date of the *Critical Event*, and no benefits will be paid under this section.

## **Section Seven - Permanent Total Disablement [PTD] (Own Occupation) Benefit**

This section explains the Permanent Total Disablement (Own Occupation) Benefit.

1. This section only applies if there is a PTD (Own Occupation) Sum Insured shown in the Policy Certificate.

### **Amount Payable on Permanent Total Disablement (Own Occupation)**

2. On proof that a Life Insured is suffering Permanent Total Disablement which arose after the Policy Issue Date of the policy, Zurich Life will pay the PTD (Own Occupation) Sum Insured then in force subject to the specific restrictions given in this section and the general terms and conditions of this policy.
3. The PTD (Own Occupation) Sum Insured in force at any date is that shown in the Schedule of Serious Illness Sums Insured (ref. LMPA0512(B)) as varied by the provisions of paragraphs 4 or 6 of Section Four - Serious Illness Benefit, paragraph 3 of Section Five - Angioplasty Benefit, or paragraph 7 of Section Eleven - Guaranteed Insurability Option or as subsequently reduced in accordance with your instructions.
4. On payment of the PTD (Own Occupation) Sum Insured in force, no further benefit will be payable under this section, under Section Four - Serious Illness Benefit, under Section Five - Angioplasty Benefit or under Section Six - Partial Payment Serious Illness Benefit. The in-force amounts of the current and future Life Sums Insured will be reduced. The revised current and future Life Sums Insured will be calculated by multiplying those values in the Schedule of Life Sums Insured by the ratio of the "Life Sum Insured in force immediately prior to payment minus the PTD (Own Occupation) Sum Insured paid" to the "Life Sum Insured in force immediately prior to payment". If the revised current Life Sum Insured is zero, the policy will cease but the provisions of paragraph 13 of Section Thirteen - General Conditions may apply.

### **Payment of Benefit**

5. If a claim under this section is not paid within 30 days of Zurich Life receiving written notification, the amount payable will be increased in respect of the period between the date of notification and the date of payment at a rate determined by the *Appointed Actuary*.
6. In the event of a claim Zurich Life may obtain reports from doctors who have attended the Life Insured to establish the claim.

## Events which may Affect this Benefit (Restrictions)

7. *Territorial Limits* apply.
8. *Contributory Exclusion(s)* apply.
9. A *Claim Time Limit* applies.
10. *Change of Occupation Rules* apply.
11. In order to qualify for payment of the benefit under this section, PTD (Own Occupation) must occur before the 65th birthday of the Life Insured.
12. At least twelve months is normally required to establish that a Life Insured is suffering PTD (Own Occupation).

## Definition of Permanent Total Disablement (Own Occupation)

13. PTD (Own Occupation) requires that a Life Insured be permanently, totally and irreversibly unable by reason of sickness or bodily injury to carry out the duties pertaining to his normal gainful occupation as stated in the application form.

# Section Eight - Waiver of Premium Benefit

This section explains the Waiver of Premium Benefit.

1. This section applies unless the Additional Benefits / Special Terms Appendix states otherwise and only if the Life Insured claiming this benefit is in *remunerative employment* at the time of disablement and is under age 60.

## Amount Payable on Claim

2. On proof that a Life Insured has been disabled for a period of over 13 weeks, commencing after the Policy Issue Date, Zurich Life shall waive the premium under this policy, subject to the specific restrictions given in this section and the general terms and conditions of this policy.

## Definition of 'Disabled' for Waiver of Premium

3. For purposes of the Waiver of Premium Benefit the term 'disabled' means completely unable to follow the occupation, as a result of injury or sickness that a Life Insured was following prior to disablement and being in no other *remunerative employment*.
4. A Life Insured cannot claim under the waiver of premium benefit if that Life Insured is not in *remunerative employment* at the time of disablement.

## Payment of Benefit

5. The Premium will continue to be waived until the earlier of, the death, recovery, 60th birthday of the Life Insured claiming the benefit or the termination of the policy.

## Events which may Affect this Benefit (Restrictions)

6. *Territorial Limits* apply.

7. *Contributory Exclusion(s)* apply.
8. A *Claim Time Limit* applies.
9. It is not possible to claim under this benefit if your policy is cancelled by Zurich Life under paragraph 4 of Section One – Payment of Premiums unless your policy is *reinstated* within the first three months of the date on which the first unpaid premium was due under the provisions of paragraph 6 of Section One – Payment of Premiums. If your policy is cancelled for any other reason it cannot be *reinstated* and you cannot claim under this benefit.

## Section Nine - Hospital Cash Benefit

This section explains the Hospital Cash Benefit.

1. This section only applies if there is a Hospital Cash Sum Insured shown in the Policy Certificate.

### Amount Payable on Claim

2. On proof that a Life Insured in respect of whom Hospital Cash Benefit applies has been confined to a *hospital* as an *in-patient* in Ireland or the United Kingdom as a result of illness or bodily injury, commencing after the Policy Issue Date for a continuous period exceeding 72 hours, Zurich Life will pay the Hospital Cash Benefit for that Life Insured, subject to the specific restrictions given in this section and the general terms and conditions of this policy.
3. The Hospital Cash Benefit is the Hospital Cash Sum Insured then in force multiplied by the number of days (complete periods of 24 hours) the Life Insured in respect of whom Hospital Cash Benefit applies is *hospitalised*.
4. The maximum number of days for which the benefit will be payable for a Life Insured in respect of whom Hospital Cash Benefit applies under this policy is 365.
5. The Hospital Cash Sum Insured in force at any date is that shown for the relevant Life Insured on your Policy Certificate or as subsequently reduced in accordance with your instructions.

### Events that may Affect this Benefit (Restrictions)

6. *Contributory Exclusion(s)* apply.
7. *Change of Occupation Rules* do not apply.
8. A *Claim Time Limit* applies.
9. *Territorial Limits* apply.
10. If a Life Insured has a medical condition that originated before or was foreseeable at the time the policy was effected or at the time the policy was *reinstated*, no benefit will be paid in the period of one year from the Start Date of the policy for claims arising from such medical conditions. No benefit will be paid in respect of any claim due to pregnancy in the period of nine months from the Start Date of the policy.
11. Hospital Cash Benefit will not be paid for periods of *hospitalisation* beginning after a Life Insured's 65th birthday.
12. Hospital Cash Benefit will not be paid for periods of *hospitalisation* arising from psychiatric, mental, or nervous illnesses or any related symptoms.

# Section Ten - Personal Accident Benefit

This section explains the Personal Accident Benefit.

1. This section only applies if there is a Personal Accident Benefit Sum Insured shown in the Policy Certificate.

## Amount Payable on Claim

2. On proof that a Life Insured in respect of whom Personal Accident Benefit applies has become temporarily disabled as a result of an accident that occurs after the Policy Issue Date in Ireland or the United Kingdom, Zurich Life will pay the Personal Accident Benefit applicable to that Life Insured.
3. For the purposes of Personal Accident Benefit, temporarily disabled means being completely physically unable to follow the occupation the Life Insured was following as described in the application for insurance, directly as a result of an accident caused by external violent and visible means. Disability which occurs as a result of lifting, twisting, turning or bending cannot be considered as having occurred as a result of external violent and visible means and therefore cannot be considered under this benefit. The benefit will not be paid if the Life Insured is in any other gainful occupation. No benefit will be payable in relation to any psychiatric, mental or nervous disability suffered directly as a result of external violent and visible means.
4. Note that under the Personal Accident Benefit, the following restrictions apply:
  - Disability which occurs as a result of lifting, twisting, turning or bending cannot be considered as having occurred as a result of external violent and visible means and therefore cannot be considered under this benefit;
  - Disability which occurs within six months of the Start Date cannot be considered, unless such disability is caused by a broken bone and results in a total inability of the Life Insured to carry out his occupation;
  - The benefit will not be paid if the Life Insured is in any other gainful occupation; and
  - No benefit will be payable in relation to any psychiatric, mental or nervous disability suffered directly as a result of external violent and visible means.

## Payment of Benefit

5. The amount of the Personal Accident Benefit for each week of temporary disablement is equal to the lesser of the Personal Accident Benefit Sum Insured then in force for that Life Insured and 50% of the Life Insured's then current *weekly earnings*.
6. The Personal Accident Benefit Sum Insured in force at any date is that shown for the relevant Life Insured on your Policy Certificate or as subsequently reduced in accordance with your instructions.
7. Personal Accident Benefit will continue to be paid each week until the earlier of the following events:
  - the death of the relevant Life Insured;
  - the recovery of the relevant Life Insured; and
  - the 60th birthday of the relevant Life Insured.
8. Please note that regardless of paragraph 7 above, Personal Accident Benefit will not be paid for more than 52 weeks in respect of a Life Insured.

9. In the event of a second or subsequent Personal Accident Benefit claim linked to an accident from an earlier claim, no benefit will be paid for the first 14 days of the new claim if the new claim commences more than six months after the previous claim ceased.
10. Benefit is payable in arrears. Benefit is only payable up to the date a medical practitioner signs the claims form. No advance payments can be considered.

### **Events that may Affect this Benefit (Restrictions)**

11. Personal Accident Benefit will not be paid for the first 14 days of temporary disability.
12. *Territorial Limits* apply.
13. *Contributory Exclusion(s)* apply.
14. *Change of Occupation Rules* apply.
15. A *Claim Time Limit* applies.

## **Section Eleven - Guaranteed Insurability Option**

This section describes the Guaranteed Insurability Option.

1. This section applies unless the Additional Benefits / Special Terms Appendix states otherwise.
2. At any stage during the term of this policy, apart from the restrictions detailed in paragraph 8 of this section, you have the option to increase the Life, Serious Illness, and PTD (Own Occupation) Sums Insured on your policy, without the need to supply further medical evidence, in the event that a Life Insured gains approval for a new mortgage or increase to an existing mortgage and subsequently draws down these funds.
3. If you exercise this option, you must exercise it for all of any of the following Sums Insured that are shown on the Policy Certificate: Life, Serious Illness and PTD (Own Occupation).
4. On any occasion that you exercise this option, the increase in each Sum Insured under this option cannot exceed 50% of the original Sum Insured shown on your Policy Certificate. Over the term of your policy, the total increase in each Sum Insured cannot exceed the original Sum Insured shown on your Policy Certificate. The total increase in each of your Life, Serious Illness, and PTD (Own Occupation) Sums Insured on all your policies with Zurich Life under this option cannot exceed €100,000 on any one mortgage or increase in mortgage, or €200,000 over the term of your policy.
5. If the basis of cover is Joint Life, the limits in paragraph 4 above apply to the Joint Sums Insured, even if the new mortgage or increase to an existing mortgage applies to both Lives Insured.
6. Zurich Life will require evidence to show that approval for a new mortgage or increase to an existing mortgage has been granted.
7. The revised current and future Sums Insured will be calculated by multiplying those values in the Schedules of Life & Serious Illness Sums Insured by the ratio of the "Sum Insured in force immediately prior to option being exercised plus the relevant increase in Sum Insured" to the "Sum Insured in force immediately prior to option being exercised".

## Cessation of Option

8. This option will cease to be available under the policy on the older Life Insured's 55th birthday.

## Premium for an Increase Under Guaranteed Insurability Option

9. Your Premium will be recalculated each time you exercise this option.
10. If any special terms apply to this policy, they will continue to apply on the increase in protection.

## Notification to Zurich Life

11. You must advise Zurich Life within six months of drawing down or increasing the mortgage if you wish to exercise this option.

# Section Twelve - Exclusions and Limits

This section describes some circumstances in which Zurich Life will not pay claims.

## *Territorial Limits*

1. If a Life Insured travels or resides outside the *Territorial Limits* for more than 13 weeks in any 52 week period then you should inform Zurich Life. Zurich Life may then apply a *Premium Recalculation* or restrict the benefits under this policy. If you do not inform Zurich Life, then Zurich Life has the right not to pay benefits. The reasons for *Territorial Limits* are to ensure that Zurich Life can obtain satisfactory evidence to substantiate a claim and to ensure that Zurich Life has the opportunity to assess the risk in respect of causes of claim which are more probable outside the *Territorial Limits*.
2. The *Territorial Limits* for the Waiver of Premium Benefit are:
  - Norway;
  - Switzerland; and
  - The European Union as at January 2018 (Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom).

For the Terminal Illness, Serious Illness, Angioplasty, Partial Payment Serious Illness and Permanent Total Disablement (Own Occupation) Benefits the *Territorial Limits* are:

- Australia;
- Canada;
- Hong Kong;
- Iceland;
- Japan;
- New Zealand;
- Norway;
- Singapore;
- South Africa;
- Switzerland;
- USA; and
- The European Union as at January 2018 (Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom).

3. There are no *Territorial Limits* for the Death Benefit.
4. The Serious Illness Benefit in respect of 'HIV Infection' is only payable if the infection occurred in the EU (as at January 2018), North America, Australia or New Zealand.
5. The Hospital Cash Benefit is only paid in respect of hospitalisation in Ireland or the United Kingdom.
6. The Personal Accident Benefit is only payable for accidents that occur in Ireland or the United Kingdom. The Life Insured must remain in Ireland while a claim is in payment. Where a Life Insured travels outside Ireland for any reason while a claim is in payment, no benefit will be payable unless Zurich Life agrees in writing beforehand to continue paying the benefit.

### ***Contributory Exclusion(s)***

7. Zurich Life will not pay for some benefits if the Life Insured has contributed to the likelihood of a claim. This is detailed below.
8. The Death Benefit has a *Contributory Exclusion* in respect of suicide only. This is detailed in Section Two - Death Benefit.
9. The Terminal Illness Benefit has a *Contributory Exclusion* in respect of self-inflicted terminal illness only. This is detailed in Section Three - Terminal Illness Benefit.
10. Zurich Life will not pay Serious Illness Benefit claims in respect of the following *Critical Events* if they arise from intentional self-inflicted injury:
  - coma;
  - stroke;
  - traumatic head injury;
  - Permanent Total Disablement;
  - paralysis.
  - loss of independent existence;
  - third degree burns;
  - loss of one limb;
  - brain injury due to Anoxia or Hypoxia;
11. Zurich Life will not pay Partial Payment Serious Illness Benefit claims in respect of the following *Partial Payment Serious Illness Events* if they arise from intentional self-inflicted injury:
  - severe / 3rd degree burns;
  - surgical removal of one eye;
  - significant visual impairment.
12. Zurich Life will not pay claims in respect of Serious Illness Benefits or Partial Payment Serious Illness Benefits that arise from any of the following:
  - Alcohol abuse or the taking of drugs other than under the direction of a qualified medical practitioner.
  - Any form of aerial flight other than as a fare-paying passenger on a regular public airline.
  - Participating in or training for scuba-diving, climbing or mountaineering, pot holing, motor racing, motorcycle racing, horse racing, professional sport, or other hazardous pursuits or pastimes.
  - Breach of any criminal law by the Policy Owner or by the relevant Life Insured.
13. Zurich Life will not pay claims in respect of Permanent Total Disablement (Own Occupation), Hospital Cash, Personal Accident or Waiver of Premium Benefit that arise from any of the following:

- Intentional self-inflicted injury, whether the Life Insured be sane or insane, including failure to follow reasonable medical advice in relation to a cause or latent cause of claim.
  - Alcohol abuse or the taking of drugs other than under the direction of a qualified medical practitioner.
  - Illnesses or bodily injuries which are sustained as a consequence of any form of war or civil war or which are sustained as a consequence of wilful participation in acts of violence, including riot, civil commotion, insurrection or usurpation of power or any act incidental to such participation.
  - Any form of aerial flight other than as a fare-paying passenger on a regular public airline.
  - Participating in or training for scuba-diving, climbing or mountaineering, pot holing, motor racing, motorcycle racing, horse racing, professional sport, or other hazardous pursuits or pastimes.
  - Any Human Immunodeficiency virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS).
  - Breach of any criminal law by the Policy Owner or by the relevant Life Insured.
14. For Hospital Cash Benefit and Overseas Surgery Benefit no claim will be paid in respect of cosmetic or elective surgery not necessary to cure or relieve an acute medical condition.

## Change of Occupation

15. For the PTD (Own Occupation), Personal Accident and where applicable for the Serious Illness Benefit, Zurich Life has taken into account the occupation of the Lives Insured. If the occupation changes then you should inform Zurich Life. Zurich Life may then apply a *Premium Recalculation* or cancel the benefit if, in the opinion of Zurich Life, the change of occupation changes the risk. If you do not inform Zurich Life then Zurich Life has the right not to pay the claim.
16. Changes of occupation include retirement and taking on a second occupation.
17. You cannot claim under the Waiver of Premium Benefit if you are not in *remunerative employment* at the time of disablement.

## Claim Time Limits

18. You must make your claim for benefit in writing within the time limits specified below. If you do not and Zurich Life has difficulty in assessing the claim due to the delay, Zurich Life will not pay the claim.
19. Claims arising under the heading 'HIV Infection' must be reported within the time periods set out in the definition of HIV Infection in Appendix B.
20. For the Waiver of Premium Benefit the first waiver of Premium will take place no earlier than three months from date of notification of claim.
21. For the Personal Accident Benefit, you must notify Zurich Life of the temporary disablement within two weeks of the date of the accident and you must submit a fully completed Claim Form within four weeks of the date of the accident. If the Claim Form is not received within this period, any benefit payable will only commence from the date the Claim Form is received.
22. In the event of an ongoing Personal Accident Benefit claim, satisfactory medical confirmation of continuing disability must be submitted to Zurich Life every three weeks. If such confirmation is not submitted every three weeks, and Zurich Life is unable to assess your claim, Zurich Life reserves the right not to pay the benefit.

# Section Thirteen - General Conditions

This section sets out general conditions and rights that apply to your policy.

## Rights of Cancellation

1. You may cancel your policy by returning your Policy Document, the Policy Certificate and a signed cancellation request to Zurich Life within 30 days of receipt of your policy documentation. On receipt of the above Zurich Life will refund all the Premiums paid on your policy and Zurich Life's liability for any benefit will cease.

## Notice to Zurich Life

2. You may notify Zurich Life of any fact relating to your policy in writing, by fax, electronically or, subject to satisfactory identification, by telephone. For certain facts given by telephone Zurich Life may

| Benefit Type                                                     | Time Limit                                                                                                                            |
|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Serious Illness, Angioplasty and Partial Payment Serious Illness | Six months from the date a Life Insured suffers a <i>Critical Event, Angioplasty Event or Partial Payment Serious Illness Event</i> . |
| Permanent Total Disablement (Own Occupation)                     | Three months from event causing claim.                                                                                                |
| Hospital Cash                                                    | Three months from the date of admission to <i>hospital</i> .                                                                          |

require confirmation in writing.

3. Zurich Life will not be bound by any changes in the terms of your policy unless there is written confirmation from Zurich Life.

## Notice from Zurich Life

4. Zurich Life will assume that any correspondence sent has been received by you, at the time it would have arrived at the address last notified to Zurich Life. You should notify Zurich Life immediately if you change your address.

## Currency

5. All monies payable by or to Zurich Life will be payable in the currency of Ireland. All amounts payable by Zurich Life under this policy shall be payable at Zurich Life's Head Office.

## Laws and Interpretation

6. Your policy shall be subject to the Laws of Ireland.
7. On the death of either Policy Owner (where there is more than one Policy Owner) the policy vests in the name of the surviving Policy Owner, unless the policy has been previously *assigned*.

## Subsequent Legislation

8. Zurich Life will have the right to make such adjustment in the basis of calculating the benefits and/or Premium under the policy as the *Appointed Actuary* will determine, in accordance with your *reasonable expectations* if at any future time, as a result of current or subsequent legislation, any of the following occur:
  - (i) the investment rights of Zurich Life are restricted or removed;
  - (ii) it becomes impossible or impractical to carry out any or all of the procedures laid down in your policy; or
  - (iii) a Premium or additional tax, stamp duty or levy is imposed.

## Disclosure

9. Zurich Life has assessed this policy based on the application form you have signed, together with all declarations and statements you and each Life Insured have made. Zurich Life may cancel your policy if any of the declarations or statements were knowingly or *recklessly* made incorrectly. However, if such incorrect declarations or statements were not knowingly or *recklessly* made, your policy will not be cancelled, but the Premium and benefits will be recalculated by the *Appointed Actuary* to adjust for any under or over payment of Premium. If your policy is cancelled Zurich Life will not make any payment of benefit.
10. In the event of a claim on your policy, Zurich Life will require proof of the age of the Life Insured. If the date of birth of a Life Insured on your application form is later than the Life Insured's date of birth as evidenced by a copy of the Life Insured's birth certificate, your policy will not be cancelled but the benefit(s) will be recalculated by the *Appointed Actuary* using the correct age and the Premiums paid. However, if a Life Insured's date of birth is such that either the Life Insured's age at the Start Date of the policy or the Life Insured's age at the time of claim exceed the maximum limits allowed by Zurich Life at the Start Date of your policy, then Zurich Life will cancel your policy from inception and no benefits will be payable.
11. No benefit will be paid under your policy if you or anyone acting on your behalf uses any fraudulent means in order to obtain any benefit under your policy. In such an event Zurich Life reserves the right to cancel your policy and take any actions as it shall deem proper.

## Ceasing of Policy

12. The policy will cease on the death of a Life Insured or on payment of Terminal Illness Benefit.
13. The policy will cease if, at any time, you do not have at least one of the following in force: Life Sum Insured or Serious Illness Sum Insured.

Please note that regardless of the fact that the policy has ceased, if Hospital Cash or Personal Accident claims are being paid to a Life Insured, these will continue to be paid until they would have ceased under the conditions of the policy.
14. Your policy will cease at the end of the Insurance Term shown in the Policy Certificate.

## Claims Administration

15. Where a claim is other than a death claim you must continue to pay the Premium until the claim has been determined.
16. On request you must provide Zurich Life with any medical or other information it reasonably requires in the assessment of a claim. In the event that you fail to do so no benefit will be paid.

17. In certain circumstances, it may be necessary for the Life Insured to undergo medical or other examinations or tests including blood tests in order to verify a claim. In the event that you fail to do so no benefit will be paid. If you are required to attend a medical examination or any other test and you fail to attend without notifying Zurich Life in advance, any non-attendance fee charged to Zurich Life by the doctor will be deducted from any benefit payable to you.
18. Expenses, incurred in the provision of such evidence or information as are required by paragraphs 16 and 17 above, are payable by you.
19. Any claim forms or medical reports or other information required by Zurich Life must be completed in English.
20. Where a claim is for Death Benefit and the Policy Owner is deceased Grant of Probate will be required before payment can be made. Payment will be subject to full admission of liability.

## Residency

21. This policy has been designed for customers resident in Ireland. Should you or the Life Insured move to another country during the life of the policy, mandatory laws and regulations of the jurisdiction where you or a Life Insured move to may impact Zurich Life's ability to continue to service your policy in accordance with these terms and conditions. Please note in such circumstances Zurich Life may be required to amend your terms and conditions and Zurich Life may not be able to accept premium payments or process transaction requests. Should any such change be required Zurich Life will provide you with reasonable advance notice. If you are not happy with the changes you do have the right to cease premium payments to your policy and Zurich Life's liability for any benefit will cease.

# Appendix A - Glossary of Technical Terms

An explanation follows of technical terms found in this document. These terms have been printed in *italics* during the course of this document.

### ***Angioplasty Event***

Where a life insured undergoes an angioplasty procedure to treat a narrowing of specified severity of one or more coronary arteries. Full details are given in Appendix C, including the definition of the difference between a Single *Angioplasty Event* and a Double *Angioplasty Event*.

### ***Appointed Actuary***

Every life insurance company in Ireland is required by Irish Law to have an *Appointed Actuary*. The *Appointed Actuary* has statutory and professional duties in respect of Zurich Life and its policyholders. Reference to the *Appointed Actuary* includes suitable persons acting on the instructions of the *Appointed Actuary*.

### ***Assignee/Assigned***

An *assignee* is a person or company to whom ownership of your policy is transferred; *assigned* means to transfer ownership to a person or company.

### ***Change of Occupation Rules***

These are restrictions on claims being paid where the risk is occupation sensitive. Full details are given in Section Twelve - Exclusions and Limits.

### ***Claim Time Limit***

These are restrictions on the maximum time that may elapse before a claim must be notified to Zurich Life. Full details are given in Section Twelve - Exclusions and Limits.

**Contributory Exclusion(s)**

These are circumstances in which Zurich Life will not pay some benefits. Full details are given in Section Twelve - Exclusions and Limits.

**Critical Event**

This is an illness, occurrence or event that Zurich Life covers for the Serious Illness Benefit. Full details are given in Appendix B.

**Days of Grace**

These are extra days after the date on which your Premium is due, within which Zurich Life will accept your Premium and your benefits will be maintained.

**Hospital/Hospitalised/Hospitalisation**

A *hospital* is a legally constituted institution that has the following characteristics:

- it is licensed to carry out medical and surgical procedures;
- it is operated primarily for the care and treatment of sick and injured persons as *in-patients*;
- it continuously provides 24 hour medical care by registered nurses or doctors;
- it is equipped with an operating room in which anaesthesia is administered under proper medical supervision and surgical operations are regularly performed by licensed physicians or surgeons; and
- it is not primarily a clinic, health hydro, nursing home, rest home, convalescent home or similar establishment.

To be *hospitalised* is to be an *in-patient* in a *hospital*; *hospitalisation* is the condition of being *hospitalised*.

**In-patient**

This is a patient in a *hospital* that occupies a bed overnight for the sole purpose of receiving surgical or medical procedures whose sole purpose is the cure or relief of acute illness or injury.

**Medical Opinion**

Where *Medical Opinion* is required Zurich Life will accept that of its Chief Medical Officer or that of a physician who currently holds an appointment as a consultant by a *hospital* in Ireland or the United Kingdom. In the event of a dispute with you, Zurich Life will seek the opinion of an appropriate independent physician. Zurich Life will not accept the opinion of any medical expert normally operating outside the *Territorial Limits*.

**Partial Payment Serious Illness Event**

This is an illness, occurrence or event that Zurich Life covers for the Partial Payment Serious Illness Benefit. Full details are given in Appendix D.

**Premium Recalculation**

This is where the Premium is recalculated, after which a revised Premium is payable. It happens if you exercise the option described in Section Eleven - Guaranteed Insurability Option. It can also happen in the circumstances described in paragraphs 1 and 13 of Section Twelve - Exclusions and Limits.

**Reasonable Expectations**

This is a term used by the actuarial profession implying fair treatment of policyholders from an informed actuarial point of view.

**Recklessly**

In this context it means that statements or declarations have been made without caring whether they are true or not.

**Reinstated/Reinstatement**

This is where Zurich Life agrees to restore a policy which has been lapsed because Premiums due were not

paid within their *Days of Grace*.

#### ***Remunerative Employment***

Being actively at work for a minimum of 14 hours per week in a salaried job or earning an income as a self-employed person as evidenced by a recent payslip or a copy of the Life insured's recent tax return.

#### ***Salary***

In this context, *salary* means your basic annual remuneration before any fluctuating emoluments such as overtime, bonuses or benefits in kind.

#### ***Territorial Limits***

These are geographical areas within which the Life Insured must generally reside for the policy to operate normally. Full details are given in Section Twelve - Exclusions and Limits.

#### ***Vests In***

This is a legal term for giving title or rights of ownership.

#### ***Weekly Earnings***

For the purposes of determining the Personal Accident Benefit payable to a Life Insured, proof of earnings must be provided to Zurich Life.

Where the Life Insured is an employee, the benefit will be based on the Life Insured's weekly earnings. Zurich Life will require two payslips issued within two months prior to the commencement of disability.

Where the Life Insured is self-employed, Zurich Life will require a copy of the Life Insured's most recent tax return or a copy of the most recent audited profit and loss account, in respect of the insured occupation of the Life Insured. The benefit payable will be based on the Life Insured's net profit. For the purpose of this benefit drawings are not considered as earnings. Copies of un-audited accounts or accountant letters confirming earnings are not acceptable as evidence of earnings.

## **Appendix B - Definition of a *Critical Event***

*Critical Events can result from a large number of different conditions or events. These are listed below with the strict definition (in bold italics) followed by some explanation; in some cases, details of conditions or events that Zurich Life will not pay for are also included.*

It is important to appreciate that Zurich Life will pay the Serious Illness Sum Insured in force only in respect of conditions or events described below and not excluded under Section Five - Serious Illness Benefit. Zurich Life will not pay for other conditions that may or may not be regarded as serious.

Throughout this Appendix, there are references to diagnoses made by Consultants. In these circumstances, Zurich Life will accept the *Medical Opinion* of its Chief Medical Officer or a physician that currently holds an appointment as a Consultant by a *hospital* in Ireland or the United Kingdom. In the event of a dispute with you, Zurich Life will seek the opinion of an appropriate independent physician. Zurich Life will not accept the opinion of any medical expert normally operating outside the *Territorial Limits*.

### ***AORTA GRAFT SURGERY***

*The undergoing of surgery for disease or trauma to the aorta with excision and surgical replacement of a portion of the diseased aorta with a graft. For this definition, aorta means the thoracic and abdominal aorta but not its branches.*

*For the above definition, the following is not covered:*

- *Any other surgical procedure, for example the insertion of stents or endovascular repair.*

The aorta is the main artery of the body and supplies blood rich with oxygen to all other arteries. The aorta may become narrowed, usually due to a build-up of fatty deposits on the wall of the artery, or it may become weakened because of an aneurysm (where the artery wall becomes thin and dilated). Surgery, as described in the above definition, to correct these conditions or trauma to the aorta is covered.

### ***APLASTIC ANAEMIA – Of Specified Severity***

*Confirmation by a Consultant Haematologist of a definite diagnosis of complete bone marrow failure which results in anaemia, neutropenia and thrombocytopenia and requires as a minimum one of the following treatments:*

- *Blood transfusion;*
- *Bone-marrow transplantation;*
- *Immunosuppressive agents;*
- *Marrow stimulating agents.*

*All other forms of anaemia are specifically excluded.*

Aplastic anaemia is a disease of the bone marrow, which is the organ that produces the body's blood cells. The symptoms of aplastic anaemia are fatigue, bruising, infections and weakness. In patients with aplastic anaemia, the bone marrow goes into failure and stops producing, or produces too few red blood cells, white blood cells, and platelets. Without sufficient red blood cells, oxygen cannot reach organs and tissues throughout the body. A decrease in the number of white blood cells reduces the body's ability to fight infection. A decrease in platelets diminishes the body's clotting ability.

### ***BACTERIAL MENINGITIS – Resulting in Permanent Symptoms***

*Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent neurological deficit with persisting clinical symptoms\*. The diagnosis must be confirmed by a Consultant Neurologist.*

*All other forms of meningitis including viral meningitis are not covered.*

*\* See definition of this term at the end of Appendix B.*

Bacterial meningitis is often fatal, though with prompt treatment, a full recovery is possible. A claim can be made if a Consultant Neurologist diagnoses bacterial meningitis that results in permanent neurological deficit with persistent clinical symptoms as defined at the end of this Appendix.

### ***BALLOON VALVULOPLASTY***

*The actual insertion, on the advice of a Consultant Cardiologist, of a balloon catheter through the orifice of one of the valves of the heart, and the inflation of the balloon to relieve valvular abnormalities.*

There are four valves in the heart: aortic valve, pulmonary valve, mitral valve, and tricuspid valve. These valves open and close to regulate blood flow through the heart. They are vital to the efficient functioning of the heart. When these valves begin to cause symptoms, patients are generally referred for open-heart surgery. It is, however, sometimes possible to open these valves without resorting to open-heart surgery, and this procedure is known as balloon valvuloplasty. In this procedure, a thin tube with a small deflated balloon is inserted into a blood vessel in the groin and advanced to the heart. The deflated balloon is positioned in the opening of the narrowed heart valve. The balloon at the tip of the tube is then inflated, and this stretches the valve open.

## ***BENIGN BRAIN TUMOUR – Resulting in Permanent Symptoms***

*A non-malignant tumour or cyst originating from the brain, cranial nerves or meninges within the skull, resulting in permanent neurological deficit with persisting clinical symptoms\*.*

*The diagnosis must be made by a Consultant Neurologist or Neurosurgeon and must be supported by CT, MRI or histopathological evidence.*

*For the above definition, the following are not covered:*

- *Tumour in the pituitary gland;*
- *Tumours originating from bone tissue;*
- *Angiomas and cholesteatoma.*

*The requirement for permanent neurological deficit will be waived if the benign brain tumour is treated by stereotactic radiosurgery or by surgical removal (full or partial).*

*\* See definition of this term at the end of Appendix B.*

A benign brain tumour is a non-cancerous abnormal growth of tissue. It can be very serious because the growth may be pressing on areas of the brain. These growths can be potentially life threatening and may have to be removed by surgery. A cyst is a cavity or sac enclosed by a membrane, often containing liquid or semi-solid material.

Tumours which do not result in permanent deficit to the neurological system, unless the tumour is treated by stereotactic radiosurgery or by surgical removal, and where clinical symptoms do not persist are not covered. Tumours in the pituitary gland, spine or originating from bone tissue are not covered because these are outside the actual brain. Angiomas are benign tumours that are made up of small blood vessels. They usually appear at or near the surface of the skin and are not covered. A cholesteatoma is a benign tumour that occurs in the middle section of the ear and/or mastoid process.

## ***BENIGN SPINAL CORD TUMOUR – Resulting in Permanent Symptoms or Requiring Surgery***

*A non-malignant tumour of the spinal canal or spinal cord, causing pressure and/or interfering with the function of the spinal cord which requires surgery or results in permanent neurological deficit with persisting clinical symptoms\*. The diagnosis must be made by a Consultant Neurologist or Neurosurgeon and must be supported by CT, MRI or histopathological evidence.*

*For the above definition Angiomas are not covered.*

*The requirement for permanent neurological deficit will be waived if the benign spinal cord tumour is removed by invasive surgery or treated by stereotactic radiosurgery.*

*\* See definition of this term at the end of Appendix B.*

A tumour is an abnormal growth of tissue. A benign tumour is one which is non-cancerous. A benign tumour of the spinal canal or spinal cord can be very serious if it interferes with the function of the spinal cord. If such a tumour causes pressure and/or interference with the spinal cord and either required surgery to remove it or if it means that a Life Insured suffers from permanent neurological deficit then a claim can be made under this definition.

Angiomas are benign tumours that are made up of small blood vessels. They usually appear at or near the surface of the skin and are not covered.

## ***BLINDNESS – Permanent and Irreversible***

*Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 6/60 or worse in the better eye using a Snellen eye chart.*

A claim can be made if the Life Insured has severe loss of sight in both eyes. The loss of sight must be to the extent that, even when tested with the use of visual aids such as glasses or contact lenses, the Life Insured can only see an object up to six feet away that a person with perfect eyesight could see if it were 60 feet away. This condition must be permanent and irreversible. It is important to realise that this definition is very specific. It may be possible to qualify for a Department of Social Protection blind pension but still not be covered by the above definition.

## ***BRAIN INJURY DUE TO ANOXIA/HYPOXIA – Resulting in Permanent Symptoms***

*Death of brain tissue due to reduced oxygen supply resulting in permanent neurological deficit with persisting clinical symptoms\*. The diagnosis must be made by a Consultant Neurologist or Neurosurgeon.*

*For the above definition the following are not covered:*

- *Children under the age of 90 days;*
- *Symptoms secondary to alcohol or drug abuse.*

*\* See definition of this term at the end of Appendix B.*

Anoxia (no oxygen) or hypoxia (poor oxygen supply) can result in permanent brain damage. A claim can be made if the Life Insured suffers permanent neurological deficit with persisting clinical symptoms resulting from either anoxia or hypoxia, as long as it has been diagnosed by a Consultant Neurologist or Neurosurgeon.

The policy does not cover young children under the age of 90 days or claims arising from alcohol or drug abuse.

## ***CANCER – Excluding Less Advanced Cases***

*Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).*

*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 of 7 or above or having progressed to at least clinical TNM classification T2bN0M0.*
- *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).*

The term 'cancer' is used to refer to all types of malignant tumours. A malignant tumour usually grows quickly, often invades surrounding tissue as it expands, and can spread via the bloodstream or lymphatic system to form more growths in other parts of the body. A claim can be made if the Life Insured is diagnosed as suffering from a malignant tumour that has invaded surrounding tissue, unless the type of cancer is specifically excluded. Your claim must be supported by a microscopic examination of a sample of the relevant cells. This is known as a 'histology' and would usually be carried out as part of a normal hospital investigation.

All forms of lymphoma (a cancer of the lymphatic system), including non-Hodgkin's disease are covered. Malignant melanoma (a serious form of skin cancer) is the only form of skin cancer that is covered. This is because most other forms of skin cancer are relatively easy to treat and are rarely life threatening. This definition does not cover 'non-invasive cancer' or 'cancer in situ', which means that the cancer is in its early stages and has not spread to neighbouring tissue or is of a type that is contained and will not tend to spread. As these cancers have been detected at an early stage, they are unlikely to be life threatening.

### ***CARDIAC ARREST – With Insertion of a Defibrillator***

*Sudden loss of heart function with interruption of blood circulation around the body resulting in unconsciousness and resulting in either of the following devices being surgically implanted:*

- *Implantable Cardioverter-Defibrillator (ICD); or*
- *Cardiac Resynchronization Therapy with Defibrillator (CRT-D).*

*For the above definition, the following are not covered:*

- *Insertion of a pacemaker;*
- *Insertion of a defibrillator without cardiac arrest;*
- *Cardiac arrest secondary to illegal drug use*

Cardiac arrest is where the heart stops working normally resulting in an interruption to the blood circulating around the body. This in turn prevents the delivery of oxygen around the body resulting in unconsciousness.

An ICD is a small battery powered device which is implanted in patients who are at risk of sudden cardiac arrest to detect arrhythmia and correct it by delivering an electrical jolt.

CRT-D involves using a specialised Defibrillator to re-coordinate the action of the right and left ventricles of the heart.

In order for a claim to be valid, the Life Insured must have suffered a cardiac arrest and gone on to have either an ICD or CRT-D implanted.

### ***CARDIOMYOPATHY – Permanent and of Specified Severity***

*The unequivocal diagnosis by a Consultant Cardiologist of permanent cardiomyopathy resulting in:*

- *impaired ventricular function and marked limitation of physical activity with the Life Insured unable to progress beyond stage 2 of a treadmill exercise test using the standard bruce protocol; or*
- *is classified as Stage III under the New York Heart Association Functional Classification.*

*For the purpose of this definition NYHA Stage III is classified as marked limitation in activity due to symptoms even during less than ordinary activity. Patient is only comfortable at rest.*

*For the above definition, all other forms of heart disease, heart enlargement and myocarditis are specifically excluded. Cardiomyopathy directly related to alcohol or drug misuse is excluded.*

Cardiomyopathy is a serious heart condition, often of unknown cause, in which the heart muscle can no longer effectively receive or pump blood through the body. The symptoms of cardiomyopathy include shortness of breath on moderate exercise, chest pain, and fainting. A claim can be made if there is a definite diagnosis by a Consultant Cardiologist that the Life Insured suffers cardiomyopathy, causing symptoms that significantly hinder normal everyday activities. This will be measured by a treadmill exercise test or using the New York Health Association Functional Classification. This is a classification system which relates a patient's symptoms to everyday activities and the patient's quality of life.

### ***COMA – With Associated Permanent Symptoms***

*A state of unconsciousness with no reaction to external stimuli or internal needs which:*

- *requires the use of life support systems; and*
- *with associated permanent neurological deficit with persisting clinical symptoms\*.*

*For the above definition, the following are not covered:*

- *medically induced coma; or*
- *coma secondary to drug abuse.*

*\* See definition of this term at the end of Appendix B.*

Anyone in a coma is in a state of unrousable unconsciousness, unlikely to respond to any form of physical stimulation, and unlikely to have any control of his or her bodily functions. Often this can occur as a result of injury to the head or a growth in the brain. It is important to realise that there are various depths of coma measured by how the patient responds to repeated external stimuli. The coma may result in permanent neurological damage (brain damage resulting in permanent functional impairment) or the patient may recover completely. The conditions for Zurich Life to pay a claim are that life support systems were necessary for a continuous period and that there is permanent neurological damage with persisting clinical symptoms. No payment will be made if the coma is secondary to drug or alcohol misuse, or for medically induced comas.

### ***CORONARY ARTERY BYPASS GRAFT***

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

*For the above definition the following procedures are not covered:*

- *balloon angioplasty;*
- *atherectomy;*
- *stent insertion;*
- *laser treatment or any other procedures;*

Coronary artery surgery may be required when the coronary arteries are narrowed or blocked. This is done by taking a blood vessel and using it to bypass the diseased or blocked artery in the heart.

### ***CREUTZFELDT-JAKOB DISEASE (CJD) – Resulting in Permanent Symptoms***

*Confirmation by a Consultant Neurologist of a definite diagnosis of Creutzfeldt-Jakob disease resulting in permanent neurological deficit with persisting clinical symptoms\*.*

*\* See definition of this term at the end of Appendix B.*

CJD is a degenerative condition of the brain thought to be due to a viral infection. As the disease progresses, muscular co-ordination diminishes, the intellect and personality deteriorate, and blindness may develop. There is no treatment, and death usually occurs within a year of the first symptoms. A claim can be made if there is a definite diagnosis by a Consultant Neurologist that the Life Insured is suffering from the disease.

### ***DEAFNESS – Permanent and Irreversible***

*Permanent and irreversible loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.*

Deafness means a profound loss of hearing (as defined above) in both ears where the condition cannot be cured and is permanent, with no chance of recovery. Please note that being registered deaf may not always be a valid claim.

### ***DEMENTIA (INCLUDING ALZHEIMER'S DISEASE) – Resulting in Permanent Symptoms***

*A definite diagnosis of dementia or Alzheimer's disease by a Consultant Neurologist, Psychiatrist or Geriatrician. There must be permanent clinical loss of the ability to do all of the following:*

- *remember;*
- *reason; and*
- *perceive, understand, express and give effect to ideas.*

Alzheimer's disease or dementia is a neurodegenerative disease which results in a loss of mental functions due to the deterioration of brain tissue. Its exact cause is still unknown, but environmental as well as genetic factors are thought to contribute. A claim can be made if there is a definite diagnosis by a Consultant Neurologist, Psychiatrist or Geriatrician that the Life Insured is suffering from the disease.

### ***ENCEPHALITIS – Resulting in Permanent Symptoms***

*A definite diagnosis of encephalitis by a Consultant Neurologist resulting in permanent neurological deficit with persisting clinical symptoms\*. Encephalitis in the presence of HIV infection is excluded.*

*\* See definition of this term at the end of Appendix B.*

Encephalitis means inflammation of the brain. There are a number of causes, which include infections (especially viral) and post infectious autoimmune processes; however, the cause of many cases of encephalitis remain unidentified. Encephalitis can be a life-threatening condition and can leave people with permanent neurological problems.

### ***HEART ATTACK - With Clinical Proof***

*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 or other positive changes on diagnostic imaging tests; and*
- *The characteristic rise of cardiac enzymes or Troponins*

*The evidence must show a definite acute myocardial infarction.*

*For the above definition, the following is not covered:*

- *Other acute coronary syndromes.*
- *Angina without myocardial infarction.*

If the blood supply to the heart is interrupted, this can cause a portion of the heart muscle to die. Doctors call this sudden death of heart muscle an acute myocardial infarction, but the condition is widely known as a heart attack. A heart attack is usually caused by a blocked artery (coronary occlusion) or a blood clot (coronary thrombosis) and causes permanent damage to the part of the heart muscle affected. This damage can be detected using an ECG machine which traces the heartbeat. Also, chemicals such as cardiac enzymes and troponins are released into the blood stream – these are usually present for several days after the event and can be detected by using a blood test. In order for a claim to be valid, the Life Insured must have suffered a heart attack which results in positive results in all of the tests set out in the definition above.

### ***HEART STRUCTURAL REPAIR – With Thoracotomy***

*The undergoing of heart surgery requiring thoracotomy on the advice of a Consultant Cardiologist, to correct any structural abnormality of the heart.*

Structural abnormalities of the heart can take many forms including for example abnormal openings in the dividing wall separating the left and right chambers of the heart. Having abnormalities of the heart corrected is covered if the procedure is done using open-heart surgery.

### ***HEART VALVE REPLACEMENT OR REPAIR – With Surgery to Divide the Breastbone***

*The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to replace or repair one or more heart valves.*

When a heart valve is not working properly because it has become narrowed or is leaking, an operation may be required to repair or replace the valve. Having a defective heart valve replaced or repaired is covered if the procedure is done using open-heart surgery involving the surgical division of the breastbone.

### ***HIV INFECTION – Caught in the EU, North America, Australia or New Zealand from a Blood Transfusion, a Physical Assault or at Work***

*Infection by Human Immunodeficiency virus after the start of the policy resulting from:*

- a) a blood transfusion given as part of medical treatment;*
- b) a physical assault; or*
- c) an incident occurring during the course of performing normal duties of employment and satisfying all of the following:*
  - *The incident must have been reported to the appropriate authorities and have been investigated in accordance with the established procedures.*
  - *Where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within five days of the incident.*
  - *There must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus.*
  - *The incident causing infection must have occurred in the EU, North America, Australia or New Zealand.*

*For this definition, the following is not covered:*

- *HIV infection resulting from any other means, including sexual activity or drug misuse.*

Human Immunodeficiency virus (HIV) is a virus that causes Acquired Immunodeficiency Syndrome (AIDS), a condition in humans in which the immune system begins to fail, leading to life-threatening opportunistic infections. A claim can be made if HIV is caught in the EU, North America, Australia or New Zealand through a blood transfusion, a physical assault or at work.

Where the incident relates to a physical assault, it must be reported to the police. Where it occurred at work, it should be reported in line with the employer's procedures. In all cases, a test for HIV should be taken within five days of the incident. As it takes some time for the HIV antibodies to develop, a negative test result will show that the person did not have HIV before the incident. A further test within a year, with a positive result, will confirm that the infection resulted from the reported incident.

### ***INTENSIVE CARE – Requiring Mechanical Ventilation for Ten Consecutive Days***

*Any sickness or injury resulting in the Life Insured requiring continuous mechanical ventilation by means of tracheal intubation for ten consecutive days (24 hours per day) or more in an intensive care unit in an Irish or UK hospital.*

*For the above definition the following are not covered:*

- *sickness or injury as a result of drug or alcohol intake or other self-inflicted means;*
- *children under the age of 90 days.*

Mechanical ventilation by means of tracheal intubation is where a tube is inserted into the windpipe and a machine pumps air in and out of the lungs to keep the patient alive. In order to claim under this definition, the Life Insured must undergo this procedure for ten consecutive days.

### ***KIDNEY FAILURE – Requiring Permanent Dialysis***

*Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is permanently required.*

The kidneys act as filters that remove waste materials from the blood. When the kidneys do not function properly, a build-up of waste products in the blood can lead to life threatening problems. The body can function with only one kidney because the remaining kidney can take over the work of the damaged kidney. However, if both kidneys fail completely and irreversibly, and regular dialysis (a process using a machine to perform the functions of the kidneys) is permanently required then a claim can be made.

### ***LIVER FAILURE – End Stage***

*Chronic liver disease, being end stage and irreversible liver failure due to cirrhosis and resulting in all of the following:*

- *permanent jaundice;*
- *ascites; and*
- *encephalopathy.*

*Liver disease secondary to alcohol or drug misuse is excluded from this definition.*

Liver damage can occur as a result of disease or trauma and can lead to liver failure. This means that the liver no longer functions properly and results in a shrinking in liver size, a yellow discolouration of the skin (jaundice), and abnormal liver function tests. Ascites is an abnormal accumulation of fluid in the abdominal cavity. This fluid is characterised by large amounts of protein and electrolytes. Encephalopathy is a complication of the disease that affects the brain. If all these conditions are evident, a claim can be made.

## **LOSS OF INDEPENDENT EXISTENCE**

*Permanent loss of the ability to perform three or more of the Activities of Daily Living without assistance of another person.*

*Activities of Daily Living for this purpose are the following:*

|                      |                                                                                                                                                                                               |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>WASHING:</b>      | <i>Ability to take a bath or shower or otherwise maintain adequate cleanliness, with or without the aid of special equipment.</i>                                                             |
| <b>DRESSING:</b>     | <i>Ability to dress and undress, including putting on and taking off medically necessary surgical appliances usually worn, and fastening and unfastening all necessary items of clothing.</i> |
| <b>FEEDING:</b>      | <i>Ability to eat and drink, once food or drink has been prepared and made available.</i>                                                                                                     |
| <b>TOILETING:</b>    | <i>Ability to use the toilet or otherwise manage bowel and bladder function so as to maintain a satisfactory level of personal hygiene.</i>                                                   |
| <b>TRANSFERRING:</b> | <i>Ability to move in and out of a chair or bed, with or without the aid of equipment.</i>                                                                                                    |

## **LOSS OF ONE LIMB – Permanent Physical Severance**

*Permanent severance of a hand from above the wrist or a foot from above the ankle joint.*

A claim can be made if the Life Insured has lost one limb, where the limb has been severed above the wrist in the case of a hand or above the ankle in the case of a foot.

## **LOSS OF SPEECH – Permanent and Irreversible**

*Total permanent and irreversible loss of the ability to speak as a result of physical injury or disease.*

Loss of speech means completely losing the ability to speak as a result of physical injury or disease where the condition cannot be cured and is expected to be permanent.

## **MAJOR ORGAN TRANSPLANT – From Another Donor**

*The undergoing as a recipient of a transplant from another donor of bone marrow or of a complete heart, kidney, liver, lung, or pancreas, or a lobe of liver, or a lobe of lung, or inclusion onto the official programme waiting list of a major Irish or UK hospital for such a procedure.*

*For the above definition, the following is not covered:*

- *Transplant of any other organs, parts of organs, tissues or cells.*

Major organ transplant surgery is required when it is necessary to replace a severely diseased or damaged organ with a healthy organ. A claim can be made if a transplant of one or more organs, as listed in the definition, is carried out or the Life Insured is placed on a recognised waiting list in Ireland or the UK for such a transplant. This definition does not cover organ donation.

## ***MOTOR NEURONE DISEASE AND SPECIFIED DISEASES OF THE MOTOR NEURONES – Resulting in Permanent Symptoms***

*A definite diagnosis of motor neurone disease or one of the following motor neurone diseases by a Consultant Neurologist:*

- *Amyotrophic lateral sclerosis (ALS);*
- *Primary lateral sclerosis (PLS);*
- *Progressive bulbar palsy (PBP);*
- *Progressive muscular atrophy (PMA);*
- *Kennedy's disease, also known as spinal and bulbar muscular atrophy (SBMA); or*
- *Spinal muscular atrophy (SMA).*

*There must also be permanent clinical impairment of motor function.*

Motor neurone disease is a degenerative condition that results in weakness and the wasting of muscles. A claim can be made if there is a definite diagnosis by a Consultant Neurologist that the Life Insured is suffering from the disease.

## ***MULTIPLE SCLEROSIS***

*A definite diagnosis of Multiple Sclerosis or Neuromyelitis Optica (Devic's Disease) by a Consultant Neurologist. There must have been clinical impairment of motor or sensory function caused by Multiple Sclerosis or Neuromyelitis Optica.*

Multiple Sclerosis is a disease which attacks the central nervous system. Neuromyelitis Optica or Devic's Disease is similar to Multiple Sclerosis. The definition requires that there have been symptoms that include the deterioration of the senses (sight, hearing, touch, taste or smell) and/or the ability to control movement. The diagnosis must be confirmed by a Consultant Neurologist.

## ***NECROTISING FASCIITIS***

*A definite diagnosis of necrotising fasciitis or gas gangrene by a Consultant Physician, requiring surgery to remove necrotic tissue and intravenous antibiotic treatment.*

*For the above definition, the following is not covered:*

- *All other forms of gangrene or cellulitis*

Necrotising fasciitis is an infection caused by flesh-eating bacteria. It can destroy skin, fat and the tissue covering muscles in a short time period. A claim can be made if a Consultant Physician diagnoses necrotising fasciitis that requires treatment by surgery and intravenous antibiotics.

## ***PARALYSIS***

*Total and irreversible loss of muscle function to the whole of any one limb.*

A claim can be made if the Life Insured totally and irreversibly loses the ability to move, or use, any of one or more limbs.

## ***PARKINSON'S DISEASE – Resulting in Permanent Symptoms***

*A definite diagnosis of idiopathic Parkinson's disease by a Consultant Neurologist. There must be permanent clinical impairment that includes bradykinesia (slowness of movement) and at least one of the following:*

- *tremor; or*
- *muscle rigidity; or*
- *postural instability.*

*For the above definition, the following is not covered:*

- *Parkinsonian syndromes/Parkinsonism.*

Parkinson's disease is a progressive degenerative disorder of the brain that affects the central nervous system. This is characterised by uncontrollable shuffling, tremors in the limbs, slow movement, rigid facial expression, and unstable gait. The progression of the disease is slow, and there is no known cure. The diagnosis must be confirmed by a Consultant Neurologist.

## ***PARKINSON PLUS SYNDROMES – Resulting in Permanent Symptoms***

*A definite diagnosis by a Consultant Neurologist of one of the following Parkinson Plus syndromes:*

- *Multiple system atrophy*
- *Progressive supranuclear palsy*
- *Parkinsonism-dementia-amyotrophic lateral sclerosis complex*
- *Corticobasal ganglionic degeneration*
- *Diffuse Lewy body disease*

*There must also be permanent clinical impairment of at least one of the following:*

- *motor function; or*
- *eye movement disorder; or*
- *postural instability; or*
- *dementia*

Parkinson plus syndromes are a group of neurodegenerative disorders which share the features of idiopathic Parkinson's disease but with other unique characteristics specific to the condition diagnosed.

A claim can be made if there is a definite diagnosis by a Consultant Neurologist that the Life Insured is suffering from one of the diseases above.

## ***PERIPHERAL VASCULAR DISEASE – With Bypass Surgery***

*A definite diagnosis of peripheral vascular disease, due to atherosclerosis or Buerger's disease, with objective evidence from an ultrasound of obstruction in the arteries which results in by-pass graft surgery to an artery.*

*For this definition, the following is not covered:*

- *Angioplasty*

Peripheral vascular disease occurs when there is significant narrowing of arteries. Atherosclerosis is caused when fatty deposits build up along the inner walls of an artery. Buerger's disease (thromboangiitis obliterans) is caused by inflammation of the blood vessels (vasculitis). The blood vessels tighten and can become totally blocked. A claim can be made if the flow of blood in the arteries has been restricted due to one of the reasons above, and by-pass surgery takes place to allow blood to flow.

### **PERMANENT TOTAL DISABLEMENT (ACTIVITIES OF DAILY WORK)**

*The Life Insured must be aged 65 or lower to claim under this Serious Illness and the benefit will be payable if, in the Medical Opinion of the Company's Chief Medical Officer, the Life Insured becomes permanently unable to perform, without the help of another person or the use of the appropriate assistive aids and appliances, three out of the five Activities of Daily Work. In addition, the claimant must be under the attention of a specialist appropriate to his condition. The Activities of Daily Work for this purpose are as follows:*

**MOBILITY:** *Walking 200 metres within 15 minutes without the use of an assistive device and without stopping.*

**MANUAL DEXTERITY:** *Using a pen or pencil to write his signature.*

**LIFTING:** *Picking up and carrying for two minutes a 2.5Kg bag of potatoes with either hand.*

**COMMUNICATION:** *Answering the telephone, understanding and being understood by a stranger, and reliably taking a message.*

**KNEELING AND BENDING** *Bending, kneeling, or bending and kneeling (squatting) as if to touch his toes.*

*Alternatively, the benefit will be payable if, in the opinion of the Chief Medical Officer, a Life Insured suffers mental incapacity that has the following characteristics:*

- *it resulted from becoming permanently disabled through an organic brain disease or brain injury that affects the ability to reason and understand;*
- *it has deteriorated to the extent that continual supervision and the assistance of another person is required; and*
- *it is irreversible with no reasonable prospect of there ever being any improvement.*

### **PNEUMONECTOMY – Removal of a Complete Lung**

*The undergoing of surgery to remove a complete lung for disease or physical injury suffered by the Life Insured.*

*For the above definition the following are not covered:*

- *removal of a lobe of the lungs (lobectomy);*
- *lung resection or incision.*

A claim can be made only where an entire lung has been removed as a result of injury or disease. Claims for other injuries or removing only a part of a lung will not be paid.

## ***PRIMARY PULMONARY HYPERTENSION – Of Specified Severity***

*Pulmonary arterial hypertension of unknown cause that has resulted in all of the following:*

- *elevated pulmonary arterial pressure; and*
- *right ventricle dysfunction; and*
- *shortness of breath.*

*For the above definition, the following are not covered:*

- *pulmonary hypertension due to established cause;*
- *other types of hypertension.*

Pulmonary hypertension is when the blood pressure in the pulmonary artery (the major artery connecting the heart to the lungs) is higher than normal. This means that the heart is under pressure when pumping blood into the lungs and typical symptoms include the shortness of breath, fatigue and fainting. These and other symptoms appear much more severely when exercising. A claim can be made if heart function is impaired to a level whereby the pulmonary arterial pressure is elevated, there is dysfunction of the right ventricle of the heart and there is shortness of breath.

## ***PULMONARY ARTERY SURGERY – With Surgery to Divide the Breastbone***

*The actual undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiothoracic Surgeon for a disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft.*

Pulmonary artery surgery may be carried out for some disorders to the pulmonary artery, including pulmonary atresia and aneurysm. A claim can be made if the Life Insured undergoes open-heart surgery involving the surgical division of the breastbone to replace the diseased pulmonary artery with a graft.

## ***SEVERE CROHN'S DISEASE – With Persistent Symptoms that has not Responded to Surgical Intestinal Resection***

*A definite diagnosis by a Consultant Gastroenterologist of Crohn's Disease with fistula formation and intestinal strictures.*

- *There must have been two or more bowel segment resections on separate occasions.*
- *There must also be evidence of continued inflammation with ongoing symptoms, despite optimal therapy with diet restriction, medication use and surgical interventions.*

Crohn's is a disease that affects the colon and is a form of inflammatory bowel disease. The primary symptoms are abdominal pain, diarrhoea and tiredness.

A fistula is where abnormal passageways open up, which in the case of Crohn's disease can link the bowel and the skin or link different folds in the bowel for example. Intestinal strictures occur where the intestine becomes partially or fully blocked.

In order to make a valid claim the Life Insured must have had sections of their bowel removed on two separate occasions in the past, and be experiencing ongoing symptoms in spite of ongoing treatment.

## ***SEVERE LUNG DISEASE – Of Specified Severity***

*Confirmation by a Consultant Physician of chronic lung disease which is evidenced by all of the following:*

- *the need for continuous daily oxygen therapy on a permanent basis. Evidence that oxygen therapy has been required for a minimum period of six months;*
- *FEV1 being less than 40% of normal;*
- *Vital Capacity less than 50% of normal.*

A claim can be made if the confirmation is provided by a Consultant Physician that the Life Insured suffers from a severe and restrictive chronic lung disease which significantly hinders everyday activities and is evidenced by the tests shown above.

## ***SPINAL STROKE - Resulting in Permanent Symptoms***

*Death of spinal cord tissue due to inadequate blood supply or haemorrhage within the spinal column resulting in permanent neurological deficit with persisting clinical symptoms\*.*

*\* See definition of this term at the end of Appendix B*

A spinal stroke is an interruption of blood to the spinal cord. Most spinal strokes are caused by blockages in the blood supply. If a Life Insured suffers such a stroke and it leads to permanent neurological deficit then a claim can be made under this definition.

## ***STROKE – Resulting in Specified Symptoms***

*Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in all of the following evidence of stroke:*

- *Neurological deficit with persisting clinical symptoms lasting at least 24 hours; and*
- *Definite evidence of death of tissue or haemorrhage on a brain scan*

*Both of the above must be confirmed by a consultant Neurologist or Neurosurgeon.*

*For the above definition, the following are not covered:*

- *Transient ischaemic attack.*
- *Traumatic injury to brain tissue or blood vessels.*
- *Death of tissue of the optic nerve or retina/eye stroke.*

A stroke is caused by an interruption to the flow of blood to the brain. This can be due either to a blocked artery which prevents blood reaching the brain or a burst blood vessel in the brain. In either case, a claim will be valid if it causes clinical symptoms of a stroke which last at least 24 hours and results in evidence of brain damage.

## ***SYSTEMIC LUPUS ERYTHEMATOSUS (SLE) – Of Specified Severity***

*A definite diagnosis of systemic lupus erythematosus by a Consultant Rheumatologist where either of the following are also present:*

*Severe kidney involvement with SLE as evidenced by:*

- *permanent impaired renal function with a glomerular filtration rate (GFR) below 30ml/min;*  
*and*

- *abnormal urinalysis showing proteinuria or haematuria;*

OR

*Severe Central Nervous System involvement with SLE as evidenced by:*

*Permanent deficit of the neurological system as evidenced by at least any one of the following symptoms which must be present on clinical examination and expected to last for the remainder of the claimant's life – paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), difficulty in walking, lack of co-ordination, severe dementia where the insured needs constant supervision or permanent coma.*

*For the purposes of this definition – seizures, headaches, fatigue, lethargy or any symptoms of psychological or psychiatric origin will not be accepted as evidence of permanent deficit of the neurological system.*

Systemic lupus erythematosus is a disease that develops slowly causing inflammation in joints and blood vessels, often with a rash on the skin. It can affect many systems of the body, including the kidneys, heart, skin, and nervous system. A claim will be paid if a definite diagnosis of SLE, to the severity specified above, is made by a Consultant Rheumatologist.

### ***THIRD DEGREE BURNS – Of Specified Severity***

*Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area or at least 25% of the surface area of the face which for the purpose of this definition includes the forehead and the ears.*

For a valid claim, the Life Insured must suffer third degree burns that involve damage or destruction to the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area or at least 25% of the surface area of the face, as defined above.

### ***TRAUMATIC BRAIN INJURY – Resulting in Permanent Symptoms***

*Death of brain tissue due to traumatic injury resulting in permanent neurological deficit with persisting clinical symptoms\*.*

\* See definition of this term below.

**\*Definition of: "permanent neurological deficit with persisting clinical symptoms"**

Dysfunction in the nervous system that are present on clinical examination and expected to last throughout the Life Insured's life.

To 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 co-ordination, tremor, seizures, lethargy, 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.
- Symptoms of psychological or psychiatric origin.

Please note that this is not a *Critical Event* in its own right.

## Appendix C - Definition of *Angioplasty Event* (Single and Double)

### *ANGIOPLASTY FOR CORONARY ARTERY DISEASE - of Specified Severity*

*The undergoing of any of the following percutaneous coronary procedures:*

- *balloon angioplasty;*
- *atherectomy;*
- *laser treatment;*
- *stent insertion; or*
- *rotablation*

*on the advice of a Consultant Cardiologist to correct at least 70% narrowing or blockage of one or more Main Coronary Arteries. Angiographic evidence will be required.*

*For the purpose of this definition Main Coronary Arteries are defined as one of the following:*

- *Right Coronary Artery or its branches;*
- *Left Main Stem;*
- *Left Anterior Descending Coronary Artery or its branches; and*
- *Circumflex Coronary Artery or its branches.*

*Two or more procedures on the same Main Coronary Artery or a branch of the same Main Coronary Artery or two or more procedures on multiple branches of the same Main Coronary Artery will be regarded as one **Single Angioplasty Event** even if the procedures are performed at different times.*

*The undergoing of the above procedures on two or more Main Coronary Arteries at the same time is regarded as a **Double Angioplasty Event**.*

There are several procedures involving the use of coronary catheters (flexible plastic tubes). One of these is balloon angioplasty, which involves the insertion of a catheter into the body; the catheter is then inflated to force the narrowed or blocked artery apart.

A stent is a small permanent metal tube that acts as an internal support to the artery. Stenting is often used in conjunction with balloon angioplasty.

Atherectomy and laser treatment are other techniques that involve the insertion of a catheter into a blocked artery to help clear it. Rotablation is when a small device is used to drill through the blockage in the coronary arteries.

If the Life Insured requires

- balloon angioplasty;
- rotablation;
- atherectomy;
- laser treatment;
- and/or the insertion of stents;

a claim can be made.

## **Appendix D - Definition of a *Partial Payment Serious Illness Event***

*Partial Payment Serious Illness Events can result from a number of different conditions or events. These are listed below with the strict definition (in bold italics) followed by some explanation; in some cases, details of conditions or events that Zurich Life will not pay for are also included.*

It is important to appreciate that Zurich Life will pay the Partial Payment Serious Illness Benefit in force only in respect of conditions or events described below and not excluded under Section Eight - Partial Payment Serious Illness Benefit. Zurich Life will not pay for other conditions that may or may not be regarded as serious.

Throughout this Appendix, there are references to diagnoses made by Consultants. In these circumstances, Zurich Life will accept the *Medical Opinion* of its Chief Medical Officer or a physician that currently holds an appointment as a consultant by a *hospital* in Ireland or the United Kingdom. In the event of a dispute with you, Zurich Life will seek the opinion of an appropriate independent physician. Zurich Life will not accept the opinion of any medical expert normally operating outside the *Territorial Limits*.

### ***BRAIN ABSCESS – Drained via Craniotomy***

***Surgical drainage of an intracerebral abscess within the brain tissue through a craniotomy by a Consultant Neurosurgeon. There must be evidence of an intracerebral abscess on CT or MRI imaging.***

***Brain abscess in the presence of HIV infection is excluded.***

A brain abscess occurs when there is an immune response within the skull to an infection of the brain. White blood cells try to transmit antibodies to the site of the infection to fight it off. A membrane can develop around the area in the brain where the body is fighting this infection and abscess develops. As the skull is a confined space, pressure can be applied to the brain as a result of this abscess and surgery may be necessary to remove this abscess.

A craniotomy involves the removal of part of the skull in order for the surgeon to access the brain.

A claim can be made if a Life Insured is diagnosed, with supporting CT or MRI evidence, as having an intracerebral abscess and where this abscess is removed through a craniotomy by a Consultant Neurosurgeon.

### ***CANCER IN SITU - With Surgery***

***Cancer in situ diagnosed with histological confirmation that has been treated by surgery to remove the tumour.***

***For the above definition, the following are not covered:***

- *Any skin cancer (including melanoma);*
- *Tumours treated with radiotherapy, laser therapy, cryotherapy or diathermy treatment;*
- *Tumours of TNM classification stage Ta of the renal pelvis, ureter or urinary bladder;*
- *Tumours where surgery is limited to the removal of a tissue sample for diagnosis and / or histological purposes only;*
- *A transurethral resection of the prostate.*

Cancer in situ is an early form of cancer which affects only the cells in which it originated and has not begun to spread to other cells, i.e. it is not-invasive.

A claim can be made if a Life Insured has been diagnosed as having cancer in situ and where this has been treated by surgery.

Your claim must be supported by a microscopic examination of a sample of the relevant cells. This is known as 'histology' and would usually be carried out as part of a normal hospital investigation.

### ***CAROTID ARTERY STENOSIS – Treated by Endarterectomy or Angioplasty***

*The undergoing of endarterectomy or angioplasty to correct symptomatic stenosis involving at least 70% narrowing or blockage of the carotid artery. Angiographic evidence will be required.*

A carotid artery is an artery that supplies blood to the head and neck. This artery can narrow or become partially blocked by deposits of plaque. These deposits are dangerous because if this material travelled to the brain it could cause a stroke.

Carotid stenosis can be corrected by procedures such as carotid endarterectomy (where the surgeon opens up the artery and removes the plaque) or angioplasty with or without stents (where the surgeon uses a balloon to expand the artery). A claim can be made if a Life Insured undergoes one of these procedures to correct carotid artery stenosis where the artery was at least 70% narrowed. The Life Insured's doctor will need to provide angiographic evidence for a claim to be valid. You cannot make a claim for other treatments for carotid stenosis.

### ***CENTRAL RETINAL ARTERY OCCLUSION OR CENTRAL RETINAL VEIN OCCLUSION (EYE STROKE) – Resulting in Permanent Visual Impairment***

*Death of optic nerve or retinal tissue due to inadequate blood supply within the central retinal artery or vein. This must result in permanent visual impairment.*

*For the above definition the following are not covered:*

- *branch retinal artery or branch retinal vein occlusion or haemorrhage; or*
- *traumatic injury to tissue of the optic nerve or retina.*

The retina is the light-sensitive layer of tissue at the back of the eyeball. The central retinal artery and vein transport blood to and from the retina. Central retinal artery / vein occlusion occurs when these blood vessels become blocked causing permanent damage and visual loss.

### ***CEREBRAL ANEURYSM – With Surgery or Radiotherapy***

*Treatment of a cerebral aneurysm via craniotomy, or stereotactic radiosurgery, or endovascular treatment using coils to cause thrombosis (embolization) of a cerebral aneurysm.*

A cerebral aneurysm is a weak or thin spot on a blood vessel in the brain that balloons out and fills with blood.

A craniotomy involves the removal of part of the skull in order for the surgeon to access the brain. Stereotactic radiosurgery is a form of radiation therapy that focuses on a small area of the body. Endovascular treatment is where the surgeon accesses the brain via arteries.

## ***CEREBRAL ARTERIOVENOUS MALFORMATION – Treated by Craniotomy or Endovascular Repair***

*Treatment of a cerebral arteriovenous fistula or malformation via craniotomy or stereotactic radiosurgery, or endovascular treatment by a Consultant Neurosurgeon or Radiologist using coils to cause thrombosis.*

The arteries carry oxygen-rich blood away from the head and the veins carry oxygen-low blood back to the heart. Cerebral Arteriovenous Malformation is a condition whereby there is an abnormal connection between the arteries and the veins in the brain.

An arteriovenous fistula (AV fistula) is one such abnormal connection. This can be a problem if the oxygenated blood flows directly from arteries to veins through one of these abnormal connections before the oxygenated blood has reached its intended destination within the brain. The most common symptoms include headaches and seizures. In more serious cases blood vessels may rupture and there will be hemorrhaging within the brain.

A craniotomy involves the removal of part of the skull in order for the surgeon to access the brain. Stereotactic radiosurgery is a form of radiation therapy that focuses on a small area of the body. Endovascular treatment is where the surgeon accesses the brain via arteries.

## ***CROHN'S DISEASE – Treated with Surgical Intestinal Resection***

*A definite diagnosis of Crohn's disease by a Consultant Gastroenterologist or by histological confirmation, resulting in surgery to remove part of the small or large intestine.*

*For the above definition, the following are not covered:*

- *Other types of inflammatory bowel disease; or*
- *Intestinal biopsy*

Crohn's is a disease that affects the colon and is a form of inflammatory bowel disease. The primary symptoms are abdominal pain, diarrhoea and tiredness.

In order to make a valid claim the Life Insured must have had parts of their intestines removed.

## ***CYSTECTOMY – Complete Removal of the Urinary Bladder***

*Complete surgical removal of the urinary bladder.*

*For the above definition the following are not covered:*

- *Urinary bladder biopsy; or*
- *Removal of a portion of the urinary bladder.*

A claim can be made only where an entire bladder has been removed as a result of injury or disease. Claims for removal of only part of the bladder will not be paid.

## ***DIABETES MELLITUS – Type 1***

*A definite diagnosis of type 1 diabetes mellitus, requiring the permanent use of insulin injections.*

*The following are not covered:*

- *Gestational diabetes; or*

- *Type 2 diabetes (including type 2 diabetes treated with insulin); or*
- *Latent Autoimmune Diabetes of Adulthood (LADA), sometimes referred to as type 1.5 diabetes.*

Type 1 diabetes is a condition in which the pancreas produces little or no insulin. Insulin is a hormone needed to allow sugar (glucose) to enter cells to produce energy. Claims for Gestational diabetes or Type 2 diabetes or LADA will not be paid.

### ***EARLY STAGE BLADDER CANCER – Of Specified Advancement***

*Positive diagnosis of carcinoma in-situ of the urinary bladder. The diagnosis must be histologically confirmed on a pathology report.*

*Non-invasive papillary carcinoma, stage Ta bladder carcinoma and all other forms of non-invasive carcinoma are specifically excluded.*

Carcinoma in situ is an early form of carcinoma which affects only the cells in which it originated and has not yet begun to spread to other cells, i.e. it is non-invasive.

### ***GASTROINTESTINAL STROMAL TUMOUR (GIST) OF LOW MALIGNANT POTENTIAL – With Surgery***

*Gastrointestinal stromal tumour (GIST) of low malignant potential diagnosed by histological confirmation and that has been treated by surgery to remove the tumour.*

*For the above definition, the following is not covered:*

- *Tumours treated with radiotherapy, laser therapy, cryotherapy or diathermy treatment.*

A claim can be made if a Life Insured has been diagnosed as having a gastrointestinal stromal tumour and where this has been treated by surgery. Your claim must be supported by a microscopic examination of a sample of the relevant cells. This is known as 'histology' and would usually be carried out as part of a normal hospital investigation.

### ***IMPLANTABLE CARDIOVERTER DEFIBRILLATOR (ICD) FOR PRIMARY PREVENTION OF SUDDEN CARDIAC DEATH***

*Insertion of an Implantable Cardioverter-Defibrillator (ICD) on the advice of a Consultant Cardiologist for primary prevention of sudden cardiac death.*

*For the above definition, the following is not covered:*

- *Insertion of a pacemaker*

An implantable cardioverter-defibrillator is a small battery-powered electric pulse generator that is implanted in patients who are at risk of sudden cardiac death.

### ***LIVER RESECTION***

*The undergoing of a partial hepatectomy (liver resection) on the advice of a specialist surgeon in gastroenterology or hepatology.*

*For this definition the following are not covered:*

- *Surgery relating to liver disease resulting from alcohol or drug abuse*

- *Surgery for liver donation (as a donor)*
- *Biopsy or any diagnostic test*

A liver resection is a surgical procedure to remove all or a portion of the liver.

Claims for surgery carried out for liver disease as a result from alcohol or drug abuse, for liver donors or for tests will not be paid.

### ***LOW LEVEL PROSTATE CANCER – With Gleason Score Between 2 and 6 – and with Specific Treatment***

*Positive diagnosis with a prostate cancer which has been histologically classified as having a Gleason score between 2 and 6 provided:*

- *the tumour has progressed to at least clinical TNM classification T1N0M0; and*
- *the client has undergone treatment by prostatectomy, external beam or interstitial implant radiotherapy.*

*For the above definition, the following are not covered: treatment with cryotherapy, transurethral resection of the prostate, ‘experimental’ treatments or hormone therapy.*

The term ‘cancer’ is used to refer to all types of malignant tumours. A malignant tumour usually grows quickly, often invades surrounding tissue as it expands, and can spread via the bloodstream or lymphatic system to form more growths in other parts of the body.

The Gleason Score is specifically designed to help evaluate the prognosis of a man who has been diagnosed with prostate cancer scoring patients between 2 and 10, with 10 having the worst prognosis. The TNM classification system stages the extent and spread of cancer in the body.

Your claim must be supported by a microscopic examination of a sample of the relevant cells. This is known as ‘histology’ and would usually be carried out as part of a normal *hospital* investigation. In order for a claim to be valid, this examination must show a Gleason Score of between 2 and 6.

### ***NEUROENDOCRINE TUMOUR OF LOW MALIGNANT POTENTIAL - With Surgery***

*Neuroendocrine tumours of low malignant potential, including Merkel cell cancer of the skin, diagnosed by histological confirmation and that has been treated by surgery to remove the tumour.*

*For the above definition, the following is not covered:*

- *Tumours treated with radiotherapy, laser therapy, cryotherapy or diathermy treatment*

A claim can be made if a Life Insured has been diagnosed as having a neuroendocrine tumour and where this has been treated by surgery.

Your claim must be supported by a microscopic examination of a sample of the relevant cells. This is known as ‘histology’ and would usually be carried out as part of a normal hospital investigation.

### ***OVARIAN TUMOUR OF BORDERLINE MALIGNANCY / LOW MALIGNANT POTENTIAL – With Surgical Removal of an Ovary***

*An ovarian tumour of borderline malignancy / low malignant potential that has been positively diagnosed with histological confirmation and has resulted in surgical removal of an ovary.*

*For the above definition, the following is not covered:*

- *Removal of an ovary due to cyst.*

A claim can be made if a Life Insured has been diagnosed as having an ovarian tumour and where this has been treated by surgery.

Your claim must be supported by a microscopic examination of a sample of the relevant cells. This is known as 'histology' and would usually be carried out as part of a normal hospital investigation.

### ***PERIPHERAL VASCULAR DISEASE - Treated by Angioplasty***

*The undergoing of a balloon angioplasty, atherectomy, laser treatment or stent insertion on the advice of a cardiologist or vascular surgeon to correct a narrowing or blockage to an artery of the legs.*

*Angiographic evidence will be required.*

Peripheral vascular disease is a condition of the blood vessels that leads to narrowing and hardening of the arteries that supply the legs.

Balloon angioplasty involves the insertion of a catheter into the body; the catheter is then inflated to force the narrowed or blocked artery apart.

Atherectomy and laser treatment are other techniques that involve the insertion of a catheter into a blocked artery to help clear it.

A stent is a small permanent metal tube that acts as an internal support to the artery. Stenting is often used in conjunction with balloon angioplasty.

### ***PERMANENT PACEMAKER INSERTION***

*The permanent insertion of an artificial pacemaker to correct an abnormal rhythm of the heart. There must be evidence of the abnormal rhythm of the heart documented on electrocardiograph (ECG).*

*For the above definition, the following is not covered:*

- *Any subsequent procedures or operations that arise after the initial pacemaker insertion, this includes the fitting of a new pacemaker.*

A claim can be made if a Life Insured is treated for an abnormal rhythm of the heart with the insertion of a pacemaker. In order to make a valid claim there must be supporting ECG evidence of the abnormal rhythm of the heart.

### ***PITUITARY TUMOUR – Resulting in Permanent Symptoms or Surgery***

*A definite diagnosis of a non-malignant tumour in the pituitary gland resulting in either of the following:*

- *Permanent neurological deficit with persisting clinical symptoms; or*
- *Treatment of the tumour by surgery or stereotactic radiosurgery*

*For the above definition, the following are not covered:*

- *Tumours in the brain*

The pituitary gland is found at the base of the brain below the optic nerve. It releases hormones that control and regulate the other glands in the body.

Pituitary tumours can cause significant health problems because of their location near the brain and because many of them secrete excess hormones.

### ***SERIOUS ACCIDENT COVER – Resulting in at Least 28 Consecutive Days in Hospital***

*A serious accident resulting in severe physical injury where the Life Insured is immediately admitted to hospital for at least 28 consecutive days to receive medical treatment. The 28 days can include a stay in a rehabilitation hospital as long as the Life Insured goes straight from the hospital to the rehabilitation centre.*

*Severe physical injury means injury resulting solely and directly from unforeseen, external violent and visible means and independent of any other cause. A Life Insured may claim only once under this cover.*

*For the above definition, the following are not covered:*

- *stays in hospital of less than 28 consecutive days;*
- *stays in hospital arising from psychiatric, mental, or nervous illness or any related symptom;*
- *stays in hospital arising from intentional self-inflicted injury;*
- *an accident as a result of involvement in the armed forces;*
- *an accident as a result of involvement in hazardous pursuits;*
- *an accident secondary to alcohol where there is a history of alcohol abuse;*
- *an accident secondary to illegal drug abuse.*

### ***SEVERE / THIRD DEGREE BURNS – Covering at Least 10% of the Body's Surface***

*Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 10% and less than 20% of the body's surface area.*

For a valid claim, the Life Insured must suffer third degree burns that involve damage or destruction to the skin to its full depth through to the underlying tissue and covering at least 10% but less than 20% of the body's surface area.

### ***SIGNIFICANT VISUAL IMPAIRMENT – Permanent and Irreversible***

*Permanent and irreversible reduction in the sight of both eyes to the extent that even when tested with the use of visual aids, vision is measured at 6/18 or worse in the better eye using a Snellen eye chart, while wearing any corrective glasses or contact lenses.*

*If you are 'registered blind', your claim will only be met if the loss of sight meets the criteria outlined in the definition outlined above.*

A claim can be made if the Life Insured has significantly impaired vision. The impairment of sight must be to the extent that, even when tested with the use of visual aids such as glasses or contact lenses, the Life Insured can only see an object up to 6 feet away that a person with perfect eyesight could see if it were 18 feet away. This condition must be permanent and irreversible. It is important to realise that this definition is very specific. It may be possible to qualify for a Department of Social Protection blind pension but still not be covered by the above definition.

## ***SINGLE LOBECTOMY – Removal of a Complete Lobe of a Lung***

*The undergoing of medically essential surgery to remove a complete lobe of a lung for disease or traumatic injury.*

*For the above definition, the following are not covered:*

- *partial removal of a lobe of the lungs (segmental or wedge resection);*
- *any other form of lung surgery.*

The human lungs are divided into sections called lobes. The left lung has two lobes and the right lung has three. A claim can be made if an entire lobe is removed as a result of injury or disease.

## ***SURGICAL REMOVAL OF ONE EYE***

*Surgical removal of a complete eyeball for disease or trauma.*

A claim can be made if the Life Insured has had an entire eyeball removed due to either disease or trauma.

## ***SYRINGOMYELIA or SYRINGOBULBIA – Of Specified Severity***

*A definite diagnosis of Syringomyelia or Syringobulbia by a Consultant Neurologist of an Irish or United Kingdom Hospital, which has been surgically treated. This includes surgical insertion of a permanent drainage shunt.*

Syringomyelia is a term used to describe a disorder of the spinal cord where fluid filled cysts form and gradually destroy the spinal cord. Syringobulbia is a related disorder of the brainstem. The symptoms of these disorders are wide ranging and may include for example pain, or loss of the ability to feel extreme heat or cold.

In order to make a valid claim, the symptoms must be severe and permanent, with a diagnosis backed up by appropriate scans.

## ***ULCERATIVE COLITIS – Treated with Total Colectomy***

*A definite diagnosis of ulcerative colitis by a Consultant Gastroenterologist treated with total colectomy.*

Ulcerative colitis is a disease that affects the colon and is a form of inflammatory bowel disease. Symptoms include ulcers and chronic diarrhoea mixed with blood. It is important to note that symptoms vary in their severity and a valid claim can only be made if a Life Insured's colon has been totally removed as part of their treatment.

If you have any queries outstanding regarding the above terms or other terms in this document, please contact Zurich Life customer services desk by telephone at 01 799 2711 or by email: [customerservices@zurich.com](mailto:customerservices@zurich.com)





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