

Where Family Counts

**EBS**

Simple Life Insurance

# Straightforward no frills life insurance



Simple Life Insurance is provided by Irish Life Assurance plc.



## National Adult Literacy Agency

An Áisíneacht Náisiúnta Litearthachta do Aosaigh

### Important note:

As well as offering advice when you take out a plan, EBS will also help you with any questions about your plans and offer you a financial review annually in return for any remuneration we receive.

Simple Life Insurance is brought to you by EBS Limited and provided by Irish Life Assurance plc (Irish Life). Any reference to 'we' or 'us' from this point onwards refers to Irish Life as Irish Life is the provider of the product. Your EBS advisor can answer any questions you might have.

Terms and conditions apply. EBS Limited is a tied insurance agent of Irish Life Assurance plc. EBS Limited is regulated by the Central Bank of Ireland. Irish Life Assurance plc is regulated by the Central Bank of Ireland. For more information or to apply, drop into any EBS office, call 1850 654 321 or visit [www.ebs.ie](http://www.ebs.ie)

All information including the terms and conditions of your plan will be provided in the English language.

The information in this booklet was correct as at December 2012 but may change.

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# 1. Introduction

## Why life cover?

Protecting your family with life cover is one of the most important financial decisions you can make. You never know what's around the corner or what life will throw at you next and that's why life cover is so important. It pays your family a lump sum if you die which can help pay bills and loans and help provide an income at a time when they need it most.

## Why Simple Life Insurance?

For many of us, finding the time to arrange life cover can prove tricky with life being so busy. With Simple Life Insurance, you can protect your family with life cover in an instant. It's simple, convenient and really straightforward. Take a look inside this booklet to find out everything you need to know about Simple Life Insurance, how to apply and who it might be suitable for.

Simple life insurance is a no-frills life cover plan that could give your family a lump sum of up to €150,000. Because it can cost from just €10 a month depending on your age, the cover amount and the term you choose, it's a great way to start protecting your family financially. This does not include the 1% government levy (December 2012).

### Remember

If you are looking for a more comprehensive plan with, for example, more cover or greater flexibility, you should book a financial review with your EBS advisor. They will meet you and go through all your options in detail and help you decide what options, if any, might suit you best.

Simply call 1850 654 321 or visit [www.ebs.ie/insurance](http://www.ebs.ie/insurance) for more details.

## 2. Simple Life Insurance

## What is Simple Life Insurance?

Simple Life Insurance is a new type of life cover plan – the first of its kind available in Ireland.

It can give you instant life cover when you apply. And, just as its name suggests, it's simple, straightforward and uncomplicated.

- With Simple Life Insurance we've stripped out all the extra features of traditional life cover plans to bring you a quick, easy and convenient way of buying life cover.
- Applying is really quick and easy with straightforward and instant underwriting.

Check out page 8 to see just how easy it is to apply!

## How much does it cost?

Simple Life Insurance starts from only €10 a month. The amount you pay will depend on a few things such as:

- your answers to the health questions;
- your age;
- whether you smoke;
- how much protection you want; and
- how long you want your cover to last.

As part of this plan we will collect any levies or taxes imposed by the government. The current government levy on life assurance is 1% (December 2012).

# Benefits and key features

Simple Life Insurance is a great way to kick start protecting your family financially. Take a look below at some of the key benefits and features

Benefits	Features:
✓ Instant cover	✓ Straightforward life cover with no frills
✓ Only a few health questions to answer	✓ Available to customers aged 18 to 49
✓ Simple and convenient process	✓ Cover available for a term of two to 20 years
✓ Quick and easy to apply	✓ Up to €150,000 life cover
✓ Gives you a head start with your family's protection needs	✓ Single cover only – the life cover is taken out to cover one person on their death.

**Remember** the maximum amount of life cover you can get with Simple Life Insurance is €150,000 – even if you take out several Simple Life Insurance plans.



# Suitability snapshot

<p>Simple Life Insurance is suitable for you if you:</p> <div><div>✔ are aged 18 to 49;</div><div>✔ live in the Republic of Ireland</div><div>✔ are happy to apply without getting any financial advice;</div><div>✔ can afford regular payments of at least €10 a month;</div><div>✔ want life cover for a term of between two and 20 years;</div><div>✔ want life cover only, with no added benefits or features;</div><div>✔ want cover for just one person;</div><div>✔ want up to €150,000 of life cover only; and</div><div>✔ are in good health and have been for the past 10 years and meet our conditions for accepting applications.</div></div>	<p>Simple Life Insurance is not suitable for you if you:</p> <div><div>✘ are younger than 18 or older than 49;</div><div>✘ are looking for a plan with added benefits such as specified illness cover;</div><div>✘ are looking for financial advice;</div><div>✘ want cover for more than 20 years;</div><div>✘ want a plan which covers more than one person;</div><div>✘ want more than €150,000 of life cover; and</div><div>✘ are currently having medical treatment or have experienced ill health in the past 10 years.</div><div></div><div></div></div>
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## How to apply for Simple Life Insurance

Applying for Simple Life Insurance is easy. There is no fussy paperwork. You get immediate underwriting when you apply online at [www.ebs.ie/insurance](http://www.ebs.ie/insurance). Once you've gone through the online application - you'll have your life cover instantly. All you have to do is follow these simple steps.

1. Answer questions about your health. These questions are really important and help us give you an accurate quote, so make sure you read them carefully (see page 10 for more information on how the health questions work).
2. Give us basic details such as your name and date of birth.
3. Choose the amount of life cover you want and how long you want to take it out for.
4. Make your payment by direct debit.

**When you have completed these steps - that's it, you're covered!  
It really is that simple!**

## Business replacement

As part of your application, we ask you if this Simple Life Insurance plan was replacing an existing life cover plan which you may already have.

If you answer yes to this, a member of our customer service team will contact you to make sure you are happy to replace your existing plan with Simple Life Insurance.

Because of this your life cover will not start until you have confirmed this to us.

## Your plan restrictions

Simple Life Insurance is a no-frills life cover plan.

- It offers no cash-in value at any time.
- There are no added benefits and you cannot change your cover once the plan has started.
- Only one person will be covered for each plan that's taken out.
- If you do not make your monthly payments, your cover will end and there is no value to your plan.

**Remember - Simple Life Insurance offers no cash-in value at any stage.**

# 3. Simple Life Insurance - the health questions

## Simple Life Insurance - the health questions

With Simple Life Insurance we do not ask you to go for a medical examination and we don't need any medical details from your GP before you start your life cover. When you apply, we just ask you a number of questions about your personal health, your tobacco consumption and your family's medical history. You should answer 'yes' or 'no' to all of these questions. The answers you give us will help us decide if we can offer Simple Life Insurance to you and at what price. We will give you a copy of the health questions we ask you and the answers you give, in your plan documents.

### Important – Answering the health questions honestly

You need to answer the questions you are asked honestly and correctly. If you don't we may not pay any future claim on this plan. If this were to happen, your family could struggle to cope financially, in the unfortunate event that they did have to make a claim. See below for a guide to how the health questions work.

## How the health questions work

We start by asking you three health questions. Depending on how you answered these health questions you have 3 options:

- 1 You can proceed with your online application and start your cover straight away.
- 2 You can answer a further 4 health questions and proceed with your online application. However, your monthly payment will be higher because of your answers to the health questions.
- 3 We will offer you a Financial Review with one of our EBS advisors as we need to gather more information from you.

## Important information about your answers to the health questions

- As part of your application for Simple Life Insurance we ask for your GP details. After your Simple Life Insurance plan is issued, we may write to your GP to confirm that what you have answered on your application is correct.
- If the information your GP gives us does not match the answers you gave us, to the questions asked, we will cancel your plan, amend the cover or increase your monthly payment. In these circumstances any payments you have made will not be refunded.
- If we can't get your GP details or a medical report from your GP, we may ask you to attend a medical examination with a doctor or nurse. If you refuse to attend this exam within a timely manner, we will cancel your plan or may amend the cover or increase your monthly payment. In these circumstances any payments you have made will not be refunded.

## 4. A guide to making a claim

## Making a claim

At Irish Life we are committed to taking care of claims in a sensitive, professional and sympathetic way. In the last five years we've paid over €1 billion in protection claims to thousands of families right across Ireland. If your family have to make a claim, your personal representatives should contact our customer service team on 01 704 10 10. We will send them a claim form and give them a copy of 'Your Guide to making a claim'. This explains very clearly what's involved in the claims process.

## Situations where we will not pay a claim

When you apply for your cover, your plan schedule will give you a summary of the questions you were asked and the answers you gave us on your application form. You should check this to make sure that you have answered all the health questions, including details on smoking, accurately.

We may refuse to pay a claim if you have given incorrect information on your application. You must answer all questions on your application honestly. If you do not and you make a claim, we may not pay the benefit.

We will not pay life cover benefit if:

- you answered the questions on your application form incorrectly or dishonestly;
- you told us you did not smoke when you did in fact smoke; or
- your death is caused by suicide, or being executed in a foreign country, within a year of the plan starting.

# 5. Our services to you



## Putting you first

At Irish Life we are committed to providing excellent customer service to you at all times from the moment you apply for cover right throughout the life of your plan. When you ring us, you will get straight through to our award-winning service team, based in Ireland, who will be on hand to listen to your queries and help you when you are looking for answers. Here's a sample of what we offer to help make the process a little easier for you.

## Keeping it simple – clear communication

Because financial products can be complicated and difficult to understand, we are committed to using clear and straightforward language on all our communications to you.

## Keeping you up to date

We are committed to keeping you informed about your plan. Because of this, every year we will send you a statement to tell you what your protection benefits are.

## You can change your mind

We want to make sure that you are happy with your decision to take out Simple Life Insurance. If after taking out this plan you feel it is not suitable, you have 30 days to cancel the plan. If you decide to do this, we guarantee to refund any payments you have made within the first 30 days of sending you details of your plan. The 30-day period starts from the day we send you your Simple Life Insurance welcome pack.

## European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004

If a financial service or product is provided on a 'distance basis' (in other words, with no face-to-face contact), we have to give you certain information. We have included this information under various headings in this booklet, in the customer information notice at the back of this booklet, in the terms and conditions booklet and in your terms of business letter. All information (including the terms and conditions of your plan) will be in English.

## Online services

You can check the details of your cover online by visiting our website at [www.irishlife.ie](http://www.irishlife.ie) and logging onto My Online Services. You will need a PIN, which you will receive when you start your plan. If you lose your PIN and need a new one, contact our customer service team on 01-704 10 10.

If you visit our website, you can also get information on our full range of protection products, visit [www.ebs.ie/insurance](http://www.ebs.ie/insurance) for more information.

## How to contact us

If you want to talk to us, just phone our award-winning, Irish-based customer service team on 01 704 1010. They can answer questions about your plan.

### Our lines are open:

8am to 8pm Monday to Thursday

10am to 6pm Friday

9am to 1pm Saturday.

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

You can also contact us in the following ways.

**Email:** [ebs@irishlife.ie](mailto:ebs@irishlife.ie)

**Fax:** 01 704 19001711

**Write to:** EBS Team, Irish Life, 1 Lower Abbey Street, Dublin 1.

**Website:** [www.irishlife.ie](http://www.irishlife.ie)

## Any problems?

We monitor our complaint process to make sure it is of the highest standard. We hope you never have to complain. However, if for any reason you do, we want to hear from you. If, having contacted the customer service team, you feel we have not dealt fairly with your query, you can contact:

The Financial Services Ombudsman  
3rd Floor Lincoln House, Lincoln Place, Dublin 2.

**Lo-call:** 1890 88 20 90

**Email:** [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

**Fax:** 01 662 08 90

**Website:** [www.financialombudsman.ie](http://www.financialombudsman.ie)

# 6. Customer Information Notice

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## INTRODUCTION

### A. INFORMATION ABOUT THE POLICY.

1. **Make sure the policy meets your needs!**
2. **What happens if you want to cash in the policy early or stop paying premiums?**
3. **What are the projected benefits under the policy?**
4. **What intermediary/sales remuneration is payable?**
5. **Are returns guaranteed and can the premium be reviewed?**
6. **Can the policy be cancelled or amended by the insurer?**
7. **Information on taxation issues**
8. **Additional information in relation to your policy**
  - What are the benefits and options under this plan?
  - What is the term of the contract?
  - Are there any circumstances under which the plan may be ended?
  - Is there an opportunity to change your mind?
  - Law applicable to your plan
  - What to do if you are not happy or have any questions?

### B. INFORMATION ON SERVICE FEE.

### C. INFORMATION ABOUT THE INSURER/INSURANCE INTERMEDIARY/SALES EMPLOYEE.

### D. INFORMATION TO BE SUPPLIED TO THE POLICYHOLDER DURING THE TERM OF THE INSURANCE CONTRACT.

## Introduction

This notice is designed to highlight some important details about the plan and, along with the Simple Life Insurance booklet, is meant to be a guide to help you understand your plan. Full details on the specific benefits that apply to you will be contained in your plan schedule, Terms and Conditions booklet and personalised customer information notice which you will receive when the contract is in place. It is important that you should read these carefully when you receive them.

## Any Questions?

If you have any questions on the information included in this customer information notice you should contact your EBS Specialist Adviser or your insurer Irish Life, who will deal with your enquiry at our EBS Customer Services Team, Lower Abbey Street, Dublin 1.

## A - Information about the policy

### 1. Make sure the policy meets your needs!

The Simple Life Insurance plan is a regular payment term assurance plan. The plan provides life cover only over a fixed term.

You are entering into a commitment to make a regular payment over a relatively long term. Unless you are fully satisfied as to the nature of this commitment having regard to your needs, resources and circumstances, you should not enter into this commitment.

**Your EBS Specialist Adviser must indicate whether paragraph a) or paragraph b) below applies.**

- **A.** This plan replaces in whole or in part an existing plan with Irish Life, or with another insurer. You will have been advised as to the financial consequences of such replacement and of possible financial loss as a result. You will be asked at the beginning of your application to confirm this. Please ensure that you have completed this section and that you are satisfied with the explanations provided to you before you complete the rest of the application.
- **B.** This plan does not replace in whole or in part an existing plan with Irish life or with any other insurer.

### 2. What happens if you want to cash in the policy early or stop paying premiums?

**The plan does not acquire a cash or surrender value at any stage.  
If you stop making payments, all cover under the plan will end and we will not refund any of your payments.**

### 3. What are the projected benefits under the policy?

The following payment and benefit details are for a typical Simple Life Insurance plan. The figures will obviously vary based on each individual's personal details and choice of protection benefits. The payment quoted below is correct as at 21st December 2012. Figures for your specific plan details will be shown in your customer information notice in your welcome pack. The figures below are based on the following details.

Protection Benefits:	Life cover of €100,000 Cover is on a single life basis.
Life Covered:	Male, non-smoker aged 35 next birthday.
Payments:	€12.48 per month payable by direct debit. This plan has no guaranteed cover again. No indexation option has been selected.
Term:	The term of the plan is 20 years.

**The plan provides protection benefits up until the expiry date of the plan.**  
**The plan does not acquire a cash or surrender value at any stage**

### 3. What are the projected benefits under the policy?

ILLUSTRATIVE TABLE OF PROJECTED BENEFITS AND CHARGES

	A	B	C	D	E = A + B – C – D
Year	€	€	€	€	€
	Total amount of premiums paid into the policy to date	Projected investment growth to date	Projected expenses and charges to date	Projected cost of protection benefits to date	Projected policy value to date before of taxation
1	150	0	89	61	0
2	300	0	175	125	0
3	449	0	256	193	0
4	599	0	331	268	0
5	749	0	401	347	0
10	1,498	0	651	846	0
15	2,246	0	685	1,562	0
20	2,995	0	685	2,310	0

The payment made through the term of the plan includes the cost of the protection benefits, and all charges, expenses, intermediary remuneration and sales remuneration associated with your plan. It does not include any government levies that may be payable.

**The payments shown in column A do not include the government levy. The charges shown in column C include the cost of intermediary/sales remuneration incurred by Irish Life, as described in section 4.**

**4. What intermediary/sales remuneration is payable?**

The level of intermediary/sales remuneration shown is based on the typical plan outlined in section 3 above. The figures will vary based on the exact plan details in each case. Figures for your specific plan details will be shown in your welcome pack.

**ILLUSTRATIVE TABLE OF PROJECTED BENEFITS AND CHARGES**

Year	€ Premium payable in that year	€ Projected total intermediary/sales remuneration payable in that year
1	150	105
2	150	1
3	150	1
4	150	1
5	150	1
6	150	1
7	150	1
8	150	1
9	150	1
10	150	1
15	150	1
20	150	1

**The projected intermediary/sales remuneration shown above includes the costs incurred by Irish Life in relation to the provision of sales advice, service and support for the plan. These costs are included in the plan charges set out in column C of the illustrative table of projected benefits and charges in section 3.**



## 5. Are returns guaranteed and can the premium be reviewed?

**The payment is guaranteed to provide protection cover for a fixed term**

## 6. Can the policy be cancelled or amended by the insurer?

We may cancel your plan if you stop making payments.

You must provide any information or evidence which we need to administer the plan.

If we receive evidence that your date of birth as shown on your application form is incorrect, we will adjust the benefits appropriately.

We may end your cover and refuse to pay a claim if you did not truthfully answer the medical questions regarding an illness or condition that would have affected our acceptance of your application. If that information is not true and complete or if you have not answered the medical questions honestly, we may end your cover and refuse to pay any claim.

As part of this plan we reserve the right to ask you for extra information to verify the answers you have given in the application form. At this stage we may ask you for additional medical information and/or for the contact details of your General Practitioner (GP). If we find that you have failed to disclose all material information in your application for this plan we will be entitled to either adjust your payment, adjust your benefits or declare your plan void. If you fail to provide us with the additional information we need in a timely manner, we may also declare your plan void.

If your plan is made void, you will lose all rights under the plan and we will not refund your payments. Relevant information includes anything that a reputable insurer might regard as likely to influence the assessment and acceptance of your application. We will provide a copy of the information you gave us in your application or any other forms that you have filled in for us if you ask.

## 7. Information on taxation issues

Under current law (December 2012), tax does not usually have to be paid on life cover benefits, but in some circumstances tax may be due. For example, if the life cover is paid to your estate, your beneficiaries may have to pay inheritance tax (there is no inheritance tax due on an inheritance between a married couple or registered civil partners).

Any taxes or levies imposed by the government will be collected by Irish Life and passed directly to the Revenue Commissioners.

Where the plan is owned by a company or where payments are made by anyone other than the legal owner of the plan, for example from a company or business account, there may be tax implications. In these circumstances we recommend that a financial adviser be consulted regarding any possible taxation implications.

Please contact your EBS Specialist Adviser or Irish Life if you do not fully understand the likely tax treatment of any benefits payable in connection with your Simple Life Insurance plan.

## 8. Additional information in relation to your policy

### What are the benefits and options provided under this plan?

You may select benefits from the following options in order to meet your particular needs.

#### Life cover

We will pay the life cover you select in the event of the death of the life covered during the term of the plan.

### What is the term of the contract?

The plan provides protection benefits for a fixed term

### Are there any circumstances under which the plan may be ended?

We may cancel your plan if you stop making payments.

### Is there an opportunity to change your mind?

You have an opportunity to cancel this plan if you are not satisfied that the benefits meet your needs. You may do this by writing to our Customer Services Team at Irish Life within 30 days of the date we send you the details of your plan. On cancellation all benefits will end and Irish Life will refund your payments.

### Law applicable to your plan

Irish Law governs the plan and the Irish Courts are the only courts that are entitled to settle disputes.

### What to do if you are not happy or have any questions?

If for any reason you feel that this plan is not right for you, or if you have any questions, you should contact EBS Customer Services Team, Lower Abbey Street, Dublin 1 who will deal with your enquiry. Our EBS Customer Services Team also operate an internal complaints procedure and any complaints you may have will,

in the first instance, be fully reviewed by them. If you feel we have not dealt fairly with your complaint, you should contact the Financial Services Ombudsman at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

## B - Information on service fee

There are no charges payable to Irish Life other than those set out in your table of benefits and charges and in your Terms and Conditions booklet.

## C - Information about the insurer/ insurance intermediary/sales employee

## Insurer

The Simple Life Insurance plan is provided by Irish Life Assurance plc, a company authorised in Ireland. Irish Life Assurance plc is regulated by the Central Bank of Ireland. You can contact us at Irish Life Centre, Lower Abbey Street, Dublin 1, by telephone at 01 7041010, by fax at 01 7041900, and by e-mail at [customerservice@irishlife.ie](mailto:customerservice@irishlife.ie). In the interest of customer service, we will record and monitor calls.

## Insurance Intermediary/Sales Employee

The EBS advisor should insert details of their name, legal status, their address for correspondence and a contact telephone number/fax number or e-mail address and where relevant, the companies with whom agencies are held.

No delegated or binding authority is granted by Irish Life to your EBS advisor in relation to underwriting, claims handling or claims settlement.

## D - Information to be supplied to the policyholder during the term of the insurance contract

We at Irish Life are obliged by law to tell you if any of the following events occurs during the term of your contract:

- we change our name;
- our legal status changes;
- our head office address changes;
- an alteration is made to any term of the contract which results in a change to the information given in paragraph A(8) of this document.

# 7. Terms and Conditions booklet

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

## Introduction

This plan is designed to pay benefits if the life assured dies during the term of the plan.

This plan is provided by us (Irish Life Assurance plc) to you (the life covered named in the plan schedule).

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

We have issued this plan to you on the understanding that the answers to the health questions we asked you, including tobacco consumption, are true and complete and that we have been given all relevant information. If this is not the case we will be entitled to declare the plan void. If this happens, you will lose all your rights under the plan, any claim will not be paid and we will not return any payments. If we do decide to refund any payments made we may deduct any associated medical evidence, administration or sales costs we have incurred under the plan. Information is 'relevant' if it might influence the judgement of a reputable insurer when fixing the level of payments or benefits, or when deciding whether to provide cover at all.

This plan is a protection plan only – you cannot cash it in. Even if you have not made a claim by the time the period of cover ends, we will not return your payments. All cover under the plan will end on the 'expiry date' shown in the plan schedule, unless it has ended before that for any of the reasons explained in these terms and conditions.

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

If you are making a claim under this plan, please contact our head office at:  
Irish Life Assurance plc  
Irish Life Centre  
Lower Abbey Street  
Dublin 1.

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

In legal disputes Irish law will apply.

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

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

## How does the plan work?

You choose the amount of cover you want, and make the payments to us as set out in the schedule. If you die we will pay the appropriate benefit (the benefits are described in greater detail later on in this Terms and Conditions booklet) to your legal representatives.

## Who receives the money we pay out?

If you die during the term of the plan, we will pay your legal representatives.

If you assign the plan to someone else, we will pay that person. If the plan is written under trust, we will pay the trustee.

## Writing to us

If you need to write to us about this plan, please write to:  
Irish Life Assurance plc  
Irish Life Centre  
Lower Abbey Street  
Dublin 1.

## Cooling-off period

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

## Complaints

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

Financial Services Ombudsman  
3rd Floor  
Lincoln House  
Lincoln Place  
Dublin 2  
Lo-call: 1890 88 20 90  
Fax: 01 6620890  
Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)  
Website: [www.financialombudsman.ie](http://www.financialombudsman.ie) .



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## Section 1

### **Definitions**

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

## Section 2

### **Basis of cover**

This section explains the legal basis on which cover is given.

## Section 3

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

## Section 4

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

## Section 5

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## Section 7

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## Section 8

### **Other information**

This section provides other information you need to know.

## Section 1

### Definitions

#### Benefit

The benefit shown in the plan schedule under the heading 'your protection benefits'.

#### Expiry date of the life cover benefit

The plan expiry date – this is shown in the plan schedule. The life cover will end on this date unless it has ended earlier.

#### Life assured

The person named in the plan schedule as the life covered. The benefits of the plan depend on the life of this person.

#### Month

A calendar month.

#### Payment

This is:

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

#### Plan schedule

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

- the start date;
- the expiry date;
- the life covered;
- the benefits; and
- any special conditions that have been agreed with us.

#### Start date

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

#### We, us

Irish Life Assurance Plc.

#### You

The person named as the life covered in the plan schedule, who is responsible for making the payments and is legally entitled to the plan benefits as long as they have not been assigned (passed) to someone else.

## Section 2

### Basis of cover

- 2.1 We have issued this plan to you on the understanding that the answers given to the health questions, including tobacco consumption, on the application for cover are true and complete. If this is not the case we will be entitled to declare the plan void.

We may end your cover and refuse to pay a claim if you did not truthfully answer the medical questions regarding an illness or condition that would have affected our acceptance of your application. If that information is not true and complete or if you have not answered the medical questions honestly, we may end your cover and refuse to pay any claim. We would also be entitled to adjust your payment or your benefits under the plan in these circumstances.

As part of this plan we reserve the right to ask you for extra information to verify the answers you have given in the application form. We will regularly select policies at random for this purpose. At that stage we may ask you for additional medical information and/or for the contact details of your General Practitioner (GP) or specialist(s) and your consent to obtain information from your GP or specialist(s) attended. We may also insist that you attend for an independent medical assessment by a doctor or a nurse. If you fail to provide us with the additional information we need in a timely manner or fail to attend for an examination if requested, we may also declare your plan void.

If your plan is made void, you will lose all your rights under the plan, any claim will not be paid and we will not return any payments. If we do decide to refund any payments made we may deduct any associated medical evidence, administration or sales costs we have incurred under the plan. Information is 'relevant' if it might influence the judgement of a reputable insurer when fixing the level of payments or benefits, or when deciding whether to provide cover at all.

- 2.2 If your cover ends but is reinstated under section 3.4, we will reinstate it on the understanding that the information given in the evidence of health form and any related document is true and complete and that all relevant information has been provided.

If this is not the case, we will be entitled to declare the plan void. If this happens, you will lose all your rights under the plan, we will not pay any claim and we will not return any payments. If we refund payments, we are entitled to deduct appropriate costs incurred as a result of the

setting up or administration of this plan. Information is 'relevant' if it might influence the judgement of a reputable insurer when fixing the level of payments or benefits; when deciding whether to reinstate cover at all; or when deciding whether to attach conditions.

### Section 3

## Making payments

- 3.1 Although each payment is due on the payment dates shown in the plan schedule, we give you 10 days to make the payment. (The time allowed is known as a 'period of grace'.) If you die during a period of grace, we will take from your benefit any payment that you have not made.
- 3.2 If you have not made a payment by the end of the period of grace, your cover under the plan will end immediately. A payment is not made until we have received it. It is up to you to make sure that we receive your payment. We are entitled to pass on to you any charge which we have to pay because all or part of your payment (for example, a direct debit) is dishonoured.
- 3.3 If your cover under the plan ends as described in section 3.2, you can restore your cover within 90 days from the date the first missed payment became due. You must make all the payments which would have been due if your cover had not ended. You will not be entitled to benefits for anything that happens between the end of the period of grace and the date we receive all missed payments.
- 3.4 If, after 90 days and before 180 days of the first missed payment being due, you ask for cover to be restored, the life assured must fill in an evidence of health form and all the payments which would have been made if cover had not ended must be made. If the information on the evidence of health form shows that the health of the life assured is now different to that declared on the application form, we may refuse to restore cover or restore the cover:
- without any change;
  - with an increased payment; or
  - with new conditions.

If we decide to restore cover, we will ask you to start making payments again. No cover will be in place for anything that happens between:

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

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

## Section 4

### Your cover

4.1 The plan schedule shows the amount of life cover under your plan.

**Note:** The maximum amount of Simple Life Insurance life cover you can take out with us is €150,000. This limit applies to your total amount of cover if you have more than one Simple Life Insurance plan with us. We can cancel any Simple Life Insurance plans you have with us that bring your cover over the €150,000 limit.

4.2 If we accept a claim when the life assured dies, we will pay your legal representatives the amount of benefit set out in the plan schedule.

4.4 All cover under this plan will end:

- at the end of a period of grace, if all or part of a payment has still not been made;
- on the expiry date, as shown in the plan schedule; or
- when the life assured dies;

whichever is earliest.

## Section 5

### Exclusions

5.1 If the life assured dies within a year of the start date as a result of their own deliberate act, or a penalty imposed by a court of law, we will not pay you any benefit under the plan.

We reserve the right to refuse to accept medical evidence or evidence of death produced from any country in respect of life cover, other than from a recognised hospital in Ireland or the UK or health professional resident in Ireland or the UK. You must write and tell us immediately if a life assured starts living in a country that is outside Ireland and the UK. We will then decide whether cover will continue and on what basis.

## Section 6

### Claims

- 6.1 Your benefits have been calculated on the basis that the date of birth of the life assured is as shown on the application form. When you make a claim, we will ask you to provide proof of the date of birth. If the date of birth on the application form is not correct, we will recalculate the benefits in line with the correct date of birth.
- 6.2 We will not consider any claim until we have received the following:
- A properly filled-in claim form.
  - Proof that the claimant is entitled to claim the benefits. This could include proof that you have followed these terms and conditions and any special conditions contained in the plan schedule. We will ask the person making the claim for a grant of probate or letters of administration.
  - Proof (in the form of a birth certificate) of the age of the life assured.
  - The original plan documents. If they are not available, whoever makes the claim must accept legal responsibility if it turns out that someone else is entitled to the benefit.

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

If any of the information we have been given is not correct, true or complete, we will not pay the benefits claimed. In order to validate the details you provided on application, we may ask your estate for the contact details of your General Practitioner (GP) or specialist(s). If they fail to provide us with these details in a timely manner or fail to co-operate fully, we will not pay the benefits claimed.

Any required certificates, tests, information or evidence which Irish Life reasonably need to prove a claim must be provided to us by the estate and free of expense to us.

#### **Situations where we will not pay a claim**

When you apply for your cover, your plan schedule will give you a summary of the questions you were asked and the answers you gave us on your application form. You should check this to make sure that you have answered all the health questions accurately, including details about tobacco consumption.

We may refuse to pay a claim if you have given incorrect information on your online application. You must answer all questions on your

application honestly. If you do not and you make a claim, we may not pay your benefit.

We will not pay the life cover benefit if:

- You answered the questions on your application form incorrectly or dishonestly.
- You have told us you were a non smoker of tobacco and you did in fact smoke.
- Your death is caused by suicide, or execution in a foreign country, within a year of the plan starting.

## Section 7

### Tax

- 7.1 Under current law, tax does not have to be taken from life cover benefits. A government levy is charged on payments that you make under this plan (as at December 2012).
- 7.2 Any taxes or levies imposed by the government will be deducted by Irish Life. We will deal with this plan in line with the requirements of the Revenue Commissioners. If tax laws or any other relevant laws change after the start date, we will change the terms and conditions of the plan if we need to do this to keep the plan in line with those changes. We will write and tell you about any changes in the terms and conditions.

## Section 8

### Other information

- 8.1 This plan does not have any cash-in value.
- 8.2 This plan is governed by the law of Ireland, and the Irish courts are the only courts which are entitled to hear any dispute.
- 8.3 If you assign (transfer) the plan to someone else, the person you assign it to must write and tell us at:  
Irish Life Centre  
Lower Abbey St  
Dublin 1.

Notes



Notes

Notes



# EBS

**EBS Limited**

The EBS Building  
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Registered in Ireland, No. 500748.



**For more information or to apply,  
drop into your local EBS office,  
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