

# Level Health Family Protection Plan Benefit

## Policy Documents

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## Death Insurance Plan - Policy Schedule

<b>Policy Name</b>	Level Health Group Life Policy
<b>Policy Sponsor</b>	Level Health Ltd
<b>Benefit Categories</b>	Sums Insured
<b>Category 1</b> Adult Members	Accidental Death Benefit of €10,000
<b>Category 2</b> Child Members	Life Cover of €5,000
<b>Ceasing Date</b>	12 months from the <b>Commencement Date</b> of a Health Insurance Policy issued by Level Health; or on the cessation of premium payments by the Customer; whichever occurs first.
<b>Premium Rate as at 01/09/2024</b>	Nil Premium
<b>Next Premium Rate Review Date</b>	01/09/2025

This Policy is issued by Aviva Life & Pensions Ireland Designated Activity Company (referred to in the Policy as “Aviva”) on the basis of the **Proposal** made by the **Policy Sponsor**.

Provided that all due Premiums have been paid and all Conditions complied with, Aviva will pay the Sum Assured in the circumstances described in the Policy.

# 1 CONTRACT AND DEFINITIONS

## 1.1 The Policy

The policy consists of the Policy Schedule and these Conditions and is evidence of the contract which, has been issued on the basis of the assessment by Aviva Life & Pensions Ireland Designated Activity Company (Aviva) of the details provided by the **Policy Sponsor** on the **Proposal** Form and any further declaration made by the **Policy Sponsor**.

The Policy provides benefits for customers of the **Policy Sponsor** for the first 12 months of any new Health Insurance Policy effected by individual customers.

## 1.2 Definitions

In these conditions the following words and phrases will have the following meanings:

### **Aviva, we, us**

Aviva Life & Pensions Ireland Designated Activity Company, trading as Aviva Life & Pensions Ireland.

### **Accidental Death Benefit**

Death caused solely and directly by external trauma, as a result of an accident caused by unforeseen violent, visible, and external means, and independently of any other cause.

### **Adult Member**

An individual named on the Customer's health insurance membership schedule who has attained the age of 21 years; and has not yet attained the age of 70 years.

### **Ceasing Date**

As specified in the Policy Schedule.

### **Child Member**

An individual named on the Customer's health insurance membership schedule who has not yet attained the age of 21 years.

### **Customer**

The individual in whose name the Health Insurance Policy is issued.

### **Commencement Date**

The **Commencement Date** of the Plan as set out in the policy schedule.

### **Health Insurance Policy**

The policy of insurance issued by Level Health to a Customer.

### **Member**

A person who is included in the Plan, satisfies the Eligibility Conditions as set out in the Policy Schedule and who is accepted by Aviva for inclusion.

### **Policy Sponsor**

The Corporate Body, Person or Firm as set out in the policy schedule.

### **Premium Rate**

The rate of premium notified to the **Policy Sponsor** by Aviva as applicable to this Policy and as amended from time to time under these conditions.

The rate of premium for this Plan is as set out in the policy schedule.

### **Proposal**

The **Proposal** signed and dated for and on behalf of the **Policy Sponsor**.

## 2 PREMIUMS

### 2.1 Payment of Premiums

If premiums are payable annually, the 1st premium is due on the **Commencement Date** and thereafter on the Renewal Date each year.

If premiums are payable by instalments, they must be paid at periodic intervals beginning on the **Commencement Date**, according to the frequency set out in the Policy Schedule.

Premiums, payable by the Life Assured, are as set out in the policy schedule.

### 2.2 Days of Grace

If premiums are payable monthly then seven days of grace from the due date of a monthly premium are allowed for payment. Thirty days of grace are allowed for premiums payable less frequently than monthly.

### 2.3 Non Payment of Premiums

If any premium is not paid then the liability of Aviva will cease as at the due date of the unpaid premium for all **Members**.

During the two months following the due date of the unpaid premium Aviva's liability may be reinstated. Reinstatement will be subject to production of evidence acceptable to Aviva of the state of health of the Members and of any other factors affecting the risk and will be on such terms and conditions as Aviva will require, including payment of all arrears of premium together with an additional amount to be determined by Aviva.

### 2.4 Rates and Guarantees

The Premium Rate as at the **Commencement Date** shall be a per capita rate of the total of the **Members** included under the Policy.

The premium payable at any Renewal Date will be calculated by applying the Premium Rate to the total number of **Members** at that date included under the Policy.

These premiums will be adjusted where necessary to take account of any Benefit which, has been declined by Aviva.

Provided always that Aviva reserves the right to revise the Premium Rate at any Renewal Date on which the number of **Members** included under the Policy alters by more than 25% compared with the number of **Members** included at the immediately preceding Renewal Date.

Subject to the above the Premium Rate will remain unaltered up until the Premium Review Date as set out in the policy schedule. On that Date and on any subsequent Premium Review Date Aviva will have the right to charge a new Premium Rate for all Benefits insured under the Policy.

## 3 BENEFITS, EXCLUSIONS, RESTRICTIONS AND LIMITATIONS

### 3.1 Conditions of Membership and Cover

The only persons eligible to be included as **Members** under this Policy are those who satisfy the eligibility conditions under the Plan as set out in the policy schedule.

The liability of Aviva in respect of a **Member** will terminate if the **Member** ceases to be eligible in accordance with the foregoing.

### 3.2 Benefit(s)

On the death of a **Member** the Benefit(s), as set out in the policy schedule are payable. The Benefit(s) in respect of **Members** will be determined initially on the date of their inclusion in the Policy and may be adjusted periodically thereafter.

### 3.3 Cessation of Benefit(s)

The Benefit in respect of a **Member** under this Policy will cease on attaining the **Ceasing Age**; or on ceasing to satisfy the Eligibility Conditions as set out in the policy schedule; or on otherwise ceasing to be eligible for corresponding benefit(s) under the Plan.

### 3.4 War Risks

No initial or additional benefit shall be effected on the life of a person who is serving in the armed forces of any country or is otherwise engaged in a form of national service.

Benefit(s) will not be payable in the event of the death of the **Member** arising directly or indirectly from any war (whether there has been a declaration of war or not) or from any cause if he becomes a member of the armed forces of any country or otherwise becomes engaged in a form of national service.

### 3.5 Accidental Death Exclusions

Suicide, attempted suicide or intentional self-inflicted injury.

Death linked to being under the influence of or being affected (temporarily or otherwise) by alcohol or drugs.

Engaging in any hazardous activity or sports including but not limited to the following: scuba diving, motor sports, aviation, hang gliding, water sports, horse racing, parachuting, mountaineering, rock climbing, caving or winter/ice sports.

Flying except as a fare paying passenger.

Taking part in any riot, civil commotion, uprising or war (whether declared or not) or any related act or incident.

Directly or indirectly by taking part in a criminal act.

Failure to follow reasonable medical advice or failure to follow medically recommended therapies, treatment or surgery.

## 4 MAKING A CLAIM AND BENEFIT PAYMENTS

### 4.1 Making a claim

Aviva must receive the following before it can make a payment under this Policy

- (a) The birth certificate of the **Member**
- (b) The death certificate of the **Member**
- (c) Such further information as Aviva may deem necessary to support the claim.

Aviva will not be liable until evidence of age of the **Member** satisfactory to Aviva has been produced.

### 4.2 Payment of Benefit

In the event of the death of the Customer, benefit is paid to the Customer's estate.

In the event of any other death, payment is made to the Customer

The Sum Assured is paid to the **Policy Sponsor**.

Payment is made within four weeks of the receipt of all necessary documentation.

## 5 GENERAL CONDITIONS

### 5.1 Law and currency

All money payable to or by Us will be paid through its registered office in the currency of the Republic of Ireland. The payment or acceptance of payment by Us at any other place will not be deemed to waive this Condition as regards any subsequent payments. This Policy will be read and construed in accordance with the law of the Republic of Ireland.

### 5.2 Misrepresentation and/or Non-disclosure – Member

We admit applicants to membership of **The Plan** on the understanding that the information given in any application form and the declaration section are true and complete, that the applicant was resident at the time he/she completed the application form and that we have been given all relevant information in relation to his/her membership of **The Plan**. If this is not the case or if the applicant or anyone acting on behalf of the applicant makes an untrue statement or omits to disclose any relevant information, including but not limited to the provision of evidence or information requested under these Conditions relating to Accurate Information in connection with any claim for benefit, then we may determine to do one or more of the following:

- (a) reduce the Benefits for that **Member**
- (b) increase the Premiums for that **Member**
- (c) not to pay any Benefits to that **Member**
- (d) cancel that **Member's** membership of The Plan, with or without a refund of Premiums
- (e) recover any Benefits already paid in respect of that **Member**.

### 5.3 Misrepresentation and/or Non-disclosure – Policy Sponsor

If the **Policy Sponsor**, or anyone acting on his/her behalf, makes an untrue statement or omits to disclose any relevant information, including but not limited to the provision of evidence or information requested under these **Conditions** relating to **Accurate Information**, then **We** may determine to cancel The Plan and no Benefit whatsoever will be payable thereafter.

### 5.4 Accurate Information

**We** have issued this **Policy** on the understanding that the information given in the application form and the declaration section are true, accurate and complete, that the **Policy Sponsor** and all **Members** were resident in the Republic of Ireland at the time the application form was completed and that We have been given all relevant information in relation to the taking out of this Policy with **Us**. If this is not the case or if the **Policy Sponsor**; a **Member**; or an applicant for membership; or anyone acting on their behalf; makes an untrue statement or omits to disclose any relevant information, then **We** may determine to do one or more of the following, either in respect of **The Plan** or an individual **Member** or applicant for membership of **The Plan**, as appropriate:

- (a) reduce the **Benefits**
- (b) increase the **Premiums**
- (c) not to pay any **Benefit**
- (d) cancel the **Policy** with or without a refund of **Premiums**
- (e) recover any **Benefits** already paid

### 5.5 Notification by the Policy Sponsor

Any notification to be given under this policy by the **Policy Sponsor** to Us shall be in writing and signed by such persons as may be authorised by the **Policy Sponsor** for the purpose. The receipt of the **Policy Sponsor** or any person authorised by the **Policy Sponsor** for any **Benefits** or moneys to be payable shall be a complete discharge to Us.

## 5.6 Aviva's right to change Policy Conditions.

**We** will have the right to vary these Policy Conditions on the Premium Review Date or on any subsequent Premium Review Date provided that written notice has been given by Us to the **Policy Sponsor** notifying them that such change will take effect from that Premium Review Date.

## 5.7 Taxation

We will apply all applicable taxation, duties or levies to the premiums or Benefits payable in respect of this policy. If there is a change in applicable legislations relating to the tax, duties or levies that We must pay in relation to this policy then We may make appropriate changes to this policy or premium to reflect these changes, without prior notice being given to the **Policy Sponsor**.

## 5.8 Tax Treatment of Aviva

Regardless of anything to the contrary in these Policy Conditions, Aviva will not be obliged to accept further Premiums under your Policy if the Revenue Commissioners alter the tax treatment of Aviva relating to the Policy.

If, further to this Condition, Aviva declines to accept further Premiums from any date, your Policy will be terminated at that date and no Benefit will be payable thereafter. If, further to this Condition, Aviva declines to accept further Premiums from any date, your Policy will be terminated at that date and no Benefit will be payable.

## 5.9 Assignment

No Benefit under this Policy may be assigned to a third party.

## 5.10 Communication with the Policy Sponsor

We may communicate with the **Policy Sponsor** via an authorised agent, broker or consultant, duly appointed for that purpose by the **Policy Sponsor**. References in this document to notifications of events to the **Policy Sponsor** by Us do not necessarily imply that such communication will take place directly with the **Policy Sponsor**.

## 5.11 General

The failure by **Us** to insist on the strict performance of any covenant or duty of a **Member** or the **Policy Sponsor**, or to pursue any remedy available to it under these Policy Conditions or otherwise, shall not constitute a waiver or breach of that remedy.



**It takes Aviva**

**aviva.ie**

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