

ECCU Assurance DAC

# DEATH BENEFIT PLUS

Policy Conditions



**ECCU**  
ASSURANCE



## INTRODUCTION

This is the **Policy Conditions** booklet for **your ECCU** life protection policy. Please keep it in a safe place, as **you** or **your** personal representatives may need to refer to it in the future. Words in **BOLD** are explained in **Section 1 - Definitions & Explanations**.

The purpose of this policy is to pay a **Benefit** when **you** die. This policy is provided by **us** (ECCU Assurance DAC) to **you** (the **Policy Owner** named in the **Policy Schedule**).

This policy is a single life, whole of life insurance product which 24 months after the **Policy Start Date** provides a fixed cash sum on the death of the **Policyholder**.

This policy is suitable for those who wish to provide a lump sum on their death to help cover the costs of funeral expenses, overdrafts, or other outstanding bills.

**We** (ECCU Assurance DAC) do not investigate the **Policyholder** for underwriting purposes. This means that there is no declaration of health required from **you**. This keeps the amount of paperwork proportionate to the amount of **Premium** and **Benefit** payable. To prevent misuse however, **we** implement a waiting period of 24 months after the **Policy Start Date** before the **Benefit** is usually payable.

The policy continues throughout the life of the **Policyholder** provided he or she continues to pay the **Premium** due. The policy has no surrender value at any time. **We** do offer **Protected Cover** after 5 years. There is no indexation of the **Benefit** or the **Premium** whatsoever in this policy.

The policy consists of the **Policy Schedule** (and any **Endorsements** attaching to it) and the **Policy Conditions**. There should not be inconsistencies between them but if there are (save in the case of an obvious or manifest error) the **Policy Schedule** shall prevail over the **Policy Conditions**. These **Policy Conditions** and the **Policy Schedule** shall prevail over any and all other documentation.

This policy is a protection policy only. **You** will not receive a cash sum if **you** decide to cancel the policy.

Even if **you** have not made a claim, **we** will not return **your Premiums**. The only exception to this is if **you** die in the first 24 months when no **Benefit** is payable. All cover under the policy will end on **your** death, unless it has ended before that for any of the reasons explained in the **Policy Conditions**.

In legal disputes Irish law will apply. **Premiums** and **Benefits** are payable in the currency of Ireland.

**You** may wish to take financial and/or legal advice regarding this policy. Everybody's circumstances are different, and **you** may want to discuss with **your** solicitor how best to apply the proceeds of any **Benefit** under the policy. This may require the review of **your** will or trust form from time to time.

This policy and the **Benefits** payable under it are based on current legislation, including current taxation legislation. If there is any change in the taxation or other legislation affecting the policy, **we** will make such alterations to the terms of the policy as, in **ECCU's** opinion, are necessary to take account of such changes.

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## SECTION 1 – DEFINITIONS & EXPLANATIONS

### Accidental Death

**Your** Death within 90 days of injury sustained which in the opinion of **us** results solely and directly from bodily injury caused by external violent, visible and accidental means while travelling in a private car; as a pedestrian in a motor accident; or as a fare paying passenger by road, rail, sea or air, totally independent of any physical or mental illness or infirmity that **you** might suffer but expressly excluding any death which in **our** opinion was caused by or related to any of the following

- (i) Consumption of alcohol or drugs;
- (ii) Intentional Self-Inflicted injury;
- (iii) Suicide;
- (iv) When taking part in an act which is criminal in nature.

### Application

This is the **application** completed either online or over the phone containing the information that **ECCU** has used to set up the policy and includes any related information provided to **ECCU**. Any data capture form used by **your** credit union in order to complete the online **application** does not form part of **your application** to **ECCU**.

### Benefit

The **benefit** amount of cover applying to the policy is shown in the **Policy Schedule** or subsequent **Endorsement**, such sum not to be more than fifteen thousand euro (€15,000) when the **Policyholder** dies. This payment is subject to the conditions described in the **Policy Conditions**.

### Data Protection Statement

See Section 10 of these **Policy Conditions**.

### ECCU/we/us/our

ECCU Assurance DAC

### Endorsement

These are any documents adding additional information to **your** policy to amend the existing **Policy Schedule** or **Policy Conditions**. **We** will send an **Endorsement** to **you** when such an amendment(s) is made. Only certain types of changes to **your** policy are permitted. The latest **Endorsement** will prevail over earlier **Endorsements**.

### Intentional Self-Inflicted Injury

In **our** reasonable opinion, a key factor in **your** death is that, **you** took or attempted to take **your** own life. This is regardless of whether or not it is specifically shown as a verdict or cause of death in a death certificate, coroner's report or other equivalent documentation.

### Material Fact

Any fact that may influence the assessment and acceptance of the **Application** or request for reinstatement by **ECCU** such as date of birth. If there is any doubt about whether certain facts are material, these facts should be disclosed.

### Period of Grace

A period of 30 days from the due date to pay the **Premium**.

### Policy Conditions

The terms and conditions contained in this booklet (as updated from time to time) and any conditions included in the **Policy Schedule** or any **Endorsement** to these terms and conditions that **we** give **you**.

### Policy Schedule

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

- the **Policy Start Date**
- the **Policy Owner**
- the **Benefit**
- the **Premium**
- any special conditions that apply.

It can be amended by any **Endorsement** from time to time.

### Policy Start Date

This is the date that the policy and the cover starts and the date that the first **Premium** is due. It is stated in the **Policy Schedule**.

### Policyholder

The **Policy Owner** named in the **Policy Schedule**.

### Policy Owner

The person named in the **Policy Schedule** who is the life assured covered by the policy with whom the contract of insurance is made and who is responsible for payment of the **Premiums**.

### Premia

The entire **Premiums** paid by **you**.

### Premium

The amount of premium payable as shown in the **Policy Schedule**. The frequency at which premiums are payable is shown in the **Policy Schedule**. The **Premium** is payable on the first day of each month.

### Premium Expiry Date

This is the date specified in the **Policy Schedule** and is the earlier of either the **Policyholder's** 85<sup>th</sup> birthday or the 30<sup>th</sup> anniversary of the **Policy Start Date**.

### Protected Cover

As explained in and in accordance with Section 4 of the **Policy Conditions**, this option applies to **you** policy only if **Premiums** have been paid and the policy remains in force for at least 5 years, then if **you** stop paying Premiums before the **Premium Expiry Date**, **you** can make the policy paid-up in which case a reduced **benefit** becomes payable on death.

### Single Life

Cover is on a single life basis, that is to say that the **Policyholder** is the only one life assured and subject to these **Policy Conditions**, **we** will pay out when **you** die. The policy will then cease.

### Taxes

All taxes, duties, charges, imposts and any tax applicable to the sale of an insurance policy from time to time including but not limited to stamp duty, government levies and/or any applicable insurance **premium** tax or VAT.

### **you/your**

**you/your** refers to the **Policy Owner**.

## SECTION 2 – LEGAL BASIS OF COVER

- 2.1 (a) If any of the information given in the **Application** by **you** or in any related document (including that provided by a third party on **your** behalf) is incorrect, untruthful or incomplete or **we** have not been given details of all **Material Facts**, this may result in the policy being cancelled from inception and **us** not paying **your** claim.
- (b) **We** shall also use and rely on other information such as declarations and consents that **you** sign prior to the **Policy Start Date**, any information that **you** subsequently give **us** about changes to any of the answers **you** gave **ECCU**, or any relevant information provided to **us** (or a third party acting on behalf of **ECCU**).
- (c) Anything in this policy that imposes a continuing restrictive condition during the term of the policy shall be treated as a suspensive condition. This means that if any such condition is breached, **our** liability under the policy shall be suspended from the time of the breach until the time when the breach is remedied (if it can be) and **we** may decline to pay a claim for any loss which occurs, or which is attributable to something which happened, during that period. This paragraph does not suspend **our** liability for any loss where the risk of that loss was not increased by the breach.
- 2.2 To be eligible for cover under this policy, the **Policyholder** must be:
- 2.2.1 aged 18 years of age or over and less than 80 years of age on the **Policy Start Date**;
- 2.2.2 resident in the Republic of Ireland on the **Policy Start Date**; and
- 2.2.3 use an account with a Financial Institution based in the Single Euro Payments Area (SEPA).
- 2.3 **We** may make changes to **your** policy (including **your Premiums**) or cancel **your** policy and not pay any claim if:
- 2.3.1 any questions answered or any statement made in, or in connection with the **Application**, is incorrect, inaccurate, untruthful or incomplete;
- 2.3.2 **we** have not been given details of all Material Facts and this affects **our** decision as to what cover **we** are willing to provide under the policy
- 2.3.3 **you** don't keep **Premiums** up to date and **you** are outside a **Period of Grace**.
- 2.4 There is no underwriting of the **Policyholder**. Instead, a waiting period of 24 months from the **Policy Start Date** applies.
- 2.5 There is no indexation of the **Benefit** or the **Premium** whatsoever in this policy.
- 2.6 The form of cover is **Single Life**.



## SECTION 3 – BENEFITS

### 3.1 Death occurring within 24 months of the **Policy Start Date**

If death occurs within 24 months of the **Policy Start Date**, the **Benefit** is not payable. There is a 24-month waiting period. Instead the **Policyholder** is covered for the return of **Premium** paid since the **Policy Start Date**.

The only exception to this is if the **Policyholder** dies solely as a result of an **Accidental Death** within 24 months of the **Policy Start Date**, whereupon this policy shall pay double the **Benefit** as stated in the **Policy Schedule** (or subsequent **Endorsement**), subject to the terms of these **Policy Conditions**. For the avoidance of doubt, the **Benefit** payable is in substitution for and not addition to the return of **Premium** paid since the **Policy Start Date**.

### 3.2 Death occurring after 24 months of the **Policy Start Date**

If death occurs 24 months after the **Policy Start Date**, this policy shall pay the **Benefit** as stated in the **Policy Schedule** (or subsequent **Endorsement**), subject to the terms of these **Policy Conditions**.

An exception to this is if the **Policyholder** dies solely as a result of an **Accidental Death** 24 months after the **Policy Start Date**, whereupon this policy shall pay double the **Benefit** as stated in the **Policy Schedule** (or subsequent **Endorsement**), subject to the terms of these **Policy Conditions**.

### 3.3 Reducing the **Benefit**

The level of cover under this policy cannot be decreased after the **Policy Start Date** other than where the policy has been converted to a paid-up policy as described in See Section 4.

### 3.4 Increasing the **Benefit**

The level of cover under this policy cannot be increased after the **Policy Start Date**. However, **you** can take out another whole of life policy with **us**. If **you** have more than one policy with **ECCU**, the limits of the **Benefit** of €15,000 apply in aggregate across all of these policies on **your** death and not separately to each of them. It is **your** responsibility to ensure **you** do not effect multiple policies with an aggregate sum assured greater than €15,000.

### 3.5 **Benefit** Amount

If **we** accept a claim, **we** can pay the **Benefit** upon proof to the satisfaction of **ECCU** that the **Policyholder** has died. If such a claim is made during a **Period of Grace**, **we** will reduce any **Benefit** by the amount of the unpaid **Premiums**.

### 3.6 Ending of Cover

All cover will end and the policy will cease at the earliest of the following:

- when **we** receive **your** wish in writing to cancel **your** policy
- when **you** have paid less than 60 monthly **Premiums**, then at the end of a **Period of Grace**, if all or part of a **Premium** has not been paid; or
- when the **Policyholder** dies.

## SECTION 4 – PROTECTED COVER

- 4.1 This Section only applies if **you** have paid 60 monthly **Premiums**. If the policy is not in force for at least 5 years, and any **Premium** is not paid by the last day of the **Period of Grace**, the policy will be cancelled from the day after the last day of grace of the first unpaid **Premium**. **You** will no longer be covered under the policy. **We** will not refund any **Premiums** already paid and no further **Premiums** will be payable.
- 4.2 **You** can convert this policy to a paid-up policy when **we** receive **your** request in writing to change the policy. Subject to paragraph 4.1 above, the reduced death **benefit** becomes payable on death.
- 4.3 The reduced death **benefit** is calculated by multiplying the original **Benefit** by the proportion, represented by aggregate number of months for which **Premium** has been paid divided by the aggregate number of monthly **Premiums** payable from the **Policy Start Date** to the **Premium Expiry Date**.

**Protected Cover** amount = **Benefit** amount x aggregate number of months' **Premiums** which have been paid  
aggregate number of monthly **Premiums** payable from the **Policy Start Date** to the **Premium Expiry Date**

The **Benefit** amount used in the calculation will be the amount as shown in the **Policy Schedule**.

- 4.4 On conversion to a paid-up policy, no further **Premium** is payable by **you**. **You** should think carefully before converting to a paid-up policy, as **you** cannot change it back again.
- 4.5 Anticipated Amount

Upon request, **we** can inform **you** of the anticipated amounts of **Protected Cover** that may apply.

## SECTION 5 – PAYING PREMIUMS

### 5.1 Period of Grace

**We** allow a **Period of Grace** of 30 days from the due date to pay the **Premium**. If **you** become entitled to a **Benefit** during a **Period of Grace** and a **Premium** is outstanding, **we** will deduct any **Premium** that is due from the **Benefit** amount.

If any outstanding **Premium** has not been paid by the end of the **Period of Grace**, the cover under the policy will end immediately and no claim will be payable.

If **we** accept a **Premium** (or part **Premium**) which is no longer due, **we** will return it to **you** as **we** will not have provided cover under the policy.

The only exception is where **Protected Cover** applies to the policy (see Section 4) where **Premiums** have been paid and the policy remains in force for at least 5 years, then the policy may automatically be converted into a paid-up policy in accordance with Section 4. **We** will inform **you** of the amount of **Protected Cover**.

### 5.2 Amount of **Premium** and Payment of **Premium**

The **Premium** charged includes the cost of the death **benefit**, all charges, expenses and the cost of any commission. **Taxes** (including the government levy of 1%) are also included in the **Premium** charged. **Premium** does not qualify for any tax relief.

The **Premium** is not subject to review and subject to Section 3 - Benefits, is guaranteed not to increase throughout the term of the policy. For certain ages and **premium** payment terms, **Premium** paid into the plan may exceed the **Benefit**.

A **Premium** is not deemed paid until **we** have received it. It is **your** responsibility to make sure that **we** receive the **Premium**. **We** may pass on an unpaid item charge incurred by **us** if all or part of the **Premium** (for example, a direct debit) is not paid. An unpaid item charge will be no more than the amount charged to **ECCU** by the relevant bank or credit union, details of which are available on request by contacting **us**. If **you** tell **us** before the end of the **Period of Grace** that **you** wish to cancel the policy, it will be cancelled from the date that **we** receive **your** cancellation notice, and the **Period of Grace** will end on that date.

### 5.3 Direct Debit

**Premiums** are payable monthly to **ECCU** by direct debit up to the **Premium Expiry Date**.

## SECTION 6 – MAKING CHANGES TO THE POLICY

### 6.1 **Your** ability to make changes

If **you** want to increase the **Benefit**, **you** will need to apply and be accepted for another Whole of Life Protection policy as set out in Section 3.4 – Increasing the **Benefit**. Any new policy will be separate from this existing policy and will be subject to the **Policy Conditions** and costs applicable at that time. A further **Premium** will apply. The maximum **Benefit** of €15,000 applies in aggregate across all policies and not separately to each of them.

**You** can reduce the **Benefit** as set out in Section 4 – **Protected Cover**, only once the minimum of five years **Premiums** have been paid; otherwise the **Benefit** cannot be reduced.

### 6.2 **Our** ability to make changes to these **Policy Conditions**

If after the **Policy Start Date** there are changes in legislation or regulation or any relevant change in circumstances beyond **our** control or:

- it becomes impracticable or impossible to give effect to the **Policy Conditions** applying to **your** policy; or
- failing to make the change could, in **our** reasonable opinion, result in ECCU's customers not being treated fairly; or
- the way that **we** are taxed or the way that **your** policy is taxed is changed, which directly affect the **Policy Conditions** applying to **your** policy

**we** may with immediate effect make changes to the **Policy Conditions** (including the **Premium**) that **we** reasonably consider are proportionate in the circumstances. **We** will inform **you** in writing in advance of any changes being made where **we** are able to do so but if that is not possible, **we** will let **you** know as soon as **we** reasonably can.

**We** may also make changes to the **Policy Conditions** applying to the policy that **we** reasonably consider won't adversely affect **you**. These may include, for example, changes needed to reflect new services or features that **we** wish to make available to **you**.

**We** may make changes to these **Policy Conditions** if **we** become aware of any error or omission in these **Policy Conditions**. **We** will only make such changes to bring these **Policy Conditions** into line with **your Policy Schedule** or the policy key features. If any provision is found to be illegal, unenforceable or void, **we** may make changes to these **Policy Conditions** to the least extent possible to remove the offending provision and the remaining provisions shall be deemed to be binding on **you** and **us**.

Again, **we** will let **you** know as soon as **we** reasonably can.

## SECTION 7 – EXCLUSIONS

In addition to any conditions otherwise outlined in these **Policy Conditions** (such as Section 2 – Legal Basis of Cover, Section 3.5 – **Benefit** Amount and Section 5 – Paying **Premiums**) and in the **Policy Schedule**, the following exclusions apply to the policy:

- 7.1 No **Benefit** is paid if a **Policyholder** dies within twenty-four months of the **Policy Start Date** except where the person dies of **Accidental Death** in accordance with Section 3.1 – Death occurring within 24 months of the **Policy Start Date**. However, the **Premia** paid will be refunded.
  - 7.2 There is never more than one payment on any policy.
  - 7.3 No **Benefit** has to be paid if the terms/conditions for **Benefit** are not met.
  - 7.4 If **Premiums** cease at any time prior to the **Premium Expiry Date** and the policy does not qualify for a **Protected Cover**, then the policy lapses without any value or **benefit** payable.
  - 7.5 If a **Material Fact** is not provided to **us**, then **we** may refuse to pay a claim. A **Material Fact** is any fact that may influence the assessment and acceptance of the **Application** or request for reinstatement by **ECCU** such as date of birth.
  - 7.6 If a claim contains information that is false or misleading in any material respect and the claimant either knows that it is false or misleading or consciously disregards whether it is false or misleading, or a claim:
    - involves fraud of any kind (including but not limited to fraudulent misrepresentation) or is otherwise fraudulent in any respect; or
    - involves any fraudulent, intentional, or reckless concealment on the part of the **Policyholder**, the claimant or any third party, or
    - where the **Policyholder** dies as a result of taking part in criminal activity;
- we** may:
- refuse to pay the claim; and
  - avoid this policy, in which case cover under the policy shall be treated as having terminated with effect from the date on which the death occurred.

## SECTION 8 – MAKING A CLAIM

### 8.1 How to make a claim

- (a) If **your** personal representatives want to make a claim, please call **us** on **0818 29 39 49**. It will help **us** if **your** personal representatives have **your** policy number to hand when contacting **us**.
- (b) Nothing in this policy shall be read as overriding a **third party's** rights to claim against **ECCU** under the Consumer Insurance Contracts Act 2019 and a **third party** has the right to recovery under this policy in accordance with its terms.
- (c) **ECCU** has the same defences to an action brought by a third party as **ECCU** would have in an action by the **Policyholder**.
- (d) **ECCU** reasonably requires to be informed of the claim within seven years of the date of death of the **Policyholder**. **ECCU** will not refuse liability solely for non-compliance with a specified notification period if that non-compliance does not prejudice **us**.

### 8.2 Our Claims' Requirements

**We** reasonably require information and documentation to assess the claim. **We** will consider a claim when **we** have received all of the following:

- (a) Proof of death of the **Policyholder** or any other information **we** reasonably need. If the death occurs in Ireland, **we** will need the original death certificate. If the death occurs outside Ireland, **we** may request further evidence as **we** may reasonably require.
- (b) A copy of the Policyholder's will if one exists;
- (c) The original **Policy Conditions** and **Policy Schedule**;
- (d) Medical evidence relating to the **Policyholder** as **we** may reasonably require;
- (e) Proof of entitlement to claim the **Benefit**. This could include proof that the **Policyholder** has followed these **Policy Conditions** and any special conditions contained in the **Policy Schedule**;
- (f) Reasonable and satisfactory proof (for example in the form of an original birth certificate) of the correct date of birth of the **Policyholder**; and
- (g) Evidence of a change of name, for example original of deed poll or marriage certificate;
- (h) Other information depending on who is entitled to the **Benefit**. For example:
  - (i) **We** will usually pay the **Benefit** to **your** personal representatives. To consider the claim, **we** must receive the original or Probate Office certified Grant of Probate or Letters of Administration which **we** shall return.
  - (ii) In **our** absolute discretion, **we** may pay the **Benefit** without a Grant of Probate or Letters of Administration. Some of the factors that **we** may consider in exercising **our** discretion include the relationship between **you** and the claimant, the amount of the **Benefit**, and **your** estate's financial circumstances

**We** reserve the right to hold the **Benefit** until **our** requirements are met and **we** know who is entitled to the proceeds.

### 8.3 Misstatement of Age and/or Residency

**Your Benefit** has been calculated on the basis of the date of birth of the **Policyholder**.

If the **Policyholder** has given **us** an incorrect date of birth or incorrectly stated he or she was an Irish resident at the **Policy Start Date**, **we** may at **our** discretion:

- change the **Benefit** to that which would have been appropriate had **we** been given the correct information; or
- refund any overpaid **Premiums** resulting from this misrepresentation; or
- cancel the policy and refund all **Premiums** paid if the **Policyholder** was, in **our** opinion, ineligible for the policy.

### 8.4 Payment of **Benefit**

**We** will not be able to pay a claim until, in **our** reasonable opinion **we** have received accurate and complete information. **We** will determine in **our** sole discretion, acting reasonably, whether a claim is valid and who under the policy is entitled to receive the **Benefit**.

**We** generally use direct credit to an Irish based financial institution (credit union or bank) as the means of payment but may discuss alternative methods of payment with the claimant.

8.5 If any information **we** have been given is not correct, true, or complete, **we** may not pay the death claim.

### 8.6 Appeals

If **you** wish to appeal a decision made on **your** claim **you** should write to **us** outlining the exact reasons for **your** appeal and enclose any additional information **you** feel **we** should take into account. **Your** claim file will be reviewed in full by another claims assessor and an appeal decision will be issued to **you**.

## SECTION 9 – TAXATION

- 9.1 **We** do not deduct any tax from the **Benefit**.
- 9.2 If tax laws change after the **Policy Start Date**, **we** may change the **Policy Conditions** if **we** need to keep the policy in line with those changes. **We** will write to **you** about any changes to the **Policy Conditions**.

## SECTION 10 – DATA PROTECTION STATEMENT

See ECCU's Privacy Notice detailing inter-alia the purposes for processing the personal data collected, where it goes, who else processes it and for what purpose, how long **we** keep it and the rights of the Data Subjects. ECCU's Privacy Notice can be found on **our** website and is included in the product brochure in **your** welcome pack.



## SECTION 11 – OTHER INFORMATION

- 11.1 The purpose of this policy is to provide a **Benefit** in the event of death of the **Policyholder**. This policy is not a savings policy, and at no point during its lifetime will a cash sum be available.

This policy does not entitle **you** to membership of a credit union

- 11.2 30 Day Cooling-Off-Period

If, after taking out the policy, **you** feel it is not suitable, **you** may cancel it by writing to **us** at the address shown below.

If **you** do this within 30 days of the **Policy Start Date**, **we** will return any **Premia** that **you** have paid.

If **you** do this at any time after the 30-day cooling off period, the policy will end, and **you** will get nothing back unless **you** qualify under the conditions of the **Protected Cover** in Section 4.

If **you** do not cancel, **your** policy will start and end as set out in these **Policy Conditions** and **your Policy Schedule**. **We** will collect **Premiums** as agreed. **We** strongly recommend that **you** consult with **your** financial adviser before **you** cancel the policy.

- 11.3 No assignment

**You** cannot assign or transfer the **benefit** of the policy.

- 11.4 Cancellation

If **you** want to cancel this Policy, **we** must receive written notification, signed by **you**, to the address shown below.

Until **you** have informed **us** that this policy is no longer needed, **we** will continue to collect **Premiums** and cover will remain in place. **You** will not be entitled to any refund of **Premiums**.

- 11.5 Writing To **us**

If **you** need to contact **us** about this policy, for example to update **your** address, please email **us** at [dbplus@eccu.ie](mailto:dbplus@eccu.ie) or write to **us** at:

ECCU Assurance DAC  
33-41 Lower Mount Street  
Dublin 2  
D02 Y489

- 11.6 All communications between **us** will be in English.

- 11.7 Complaints

**ECCU** is committed to providing the highest standard of customer service. However, if **you** are dissatisfied with any aspect of **our** service, please let **us** know. **We** take all complaints very seriously.

If **you** wish to complain about any aspect of the service **you** have received, please contact **ECCU** directly. **You** can write to **us** at

Insurance Operations Manager **ECCU** Assurance DAC  
33-41 Lower Mount Street, Dublin 2, D02 Y489

If **your** complaint is not dealt with to **your** satisfaction, **you** may refer **your** complaint to the Financial Services and Pensions Ombudsman's Bureau at:

Financial Services and Pensions Ombudsman  
Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Save as provided above, the law of Ireland applies to all matters arising under or related to the policy and the Irish courts have exclusive jurisdiction to hear any dispute.

11.8 Unless the context otherwise requires,

- reference to Sections are to these sections in these **Policy Conditions**,
- words importing the singular number only shall include the plural number and vice versa,
- words importing the masculine gender shall include the feminine gender,
- reference to any document includes that document as amended or supplemented from time to time,
- headings are inserted for convenience only and do not affect the construction or interpretation of these Regulations, and
- The policy consists of the **Policy Conditions** and the **Policy Schedule**. There should not be inconsistencies between them but if there is (save in the case of an obvious or manifest error) the **Policy Schedule** shall prevail over the **Policy Conditions**.
- These **Policy Conditions** and the **Policy Schedule** shall prevail over any and all other documentation.

11.9 Compliance with the Consumer Insurance Contracts Act 2019

- (a) Anything in the **Policy Schedule** and the **Policy Conditions** or any other document provided to **you** in connection with this policy which is inconsistent with the Consumer Insurance Contracts Act 2019 will be read in a manner consistent with the Consumer Insurance Contracts Act 2019 strictly on the basis that the **Policyholder** and/or any claimant under this policy is a consumer as defined in the Consumer Insurance Contracts Act 2019.
- (b) Paragraph (a) only applies in respect of a provision of the Consumer Insurance Contracts Act, 2019 which is in force and has been commenced.

11.10 Exercise of Discretion

**We** will act reasonably and in good faith when exercising **our** discretion to make decisions that relate to **your** policy.



ECCU Assurance DAC is regulated by the Central Bank of Ireland.

ECCU Assurance DAC is registered in Ireland, company registration number 73410 and Central Bank of Ireland number C749 and is located at 33-41 Lower Mount Street, Dublin 2. D02 Y489.

All information is valid at the time of going to print at 1 December 2020. The information contained herein is based on ECCU's understanding of Revenue Commissioners' current practice as at 1 December 2020.

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Ver: 03/2024.

