

Policy
Document

Bank of Ireland
Personal Banking



mortgage repayment cover

Index

Page

At a glance	1
Cancellations and Refunds	6
Introduction to the policy	7

Section

1. Definitions	8
2. Eligibility	11
3. Disability cover	12
4. Involuntary unemployment cover	14
5. How to claim	16
6. When does cover end?	17
7. Important notes about your policy	18
8. Changing your monthly benefit	19
9. Complaints procedure	20
10. Underwriters	20

Bank of Ireland Insurance Services Limited is a member of the Bank of Ireland Group. Bank of Ireland Insurance Services Limited is regulated by the Central Bank of Ireland.

All the words that appear in bold shall have the meaning given to them in Section 1 Definitions.

Mortgage Repayment Cover – At a Glance

This is an optional product
The Type of Cover offered is:

Option A -

**Provides benefits for Disability and
Involuntary Unemployment cover.**

Option B -

Provides benefits for Disability cover.

Key Eligibility

To receive cover under this policy, **you** must meet the following conditions on the **start date**.

- **You** are aged between 18 and 65; and
- **You** have completed and signed the insurance application form and selected the cover options; and
- **You** are in **full-time employment**; and
- **You** must have a **mortgage** with The Governor and Company of the Bank of Ireland, Bank of Ireland Mortgage Bank or ICS Building Society and this cover only relates to a **mortgage** with one of these institutions.

Important Information

- If **you** are aware of any **pre-existing condition** at the **start date** we may still insure **you**, however we will not pay any claims directly relating to any **pre-existing condition** unless **you** are symptom free for 18 months from the **start date** of **your** policy
- If **you** are aware of any impending involuntary **unemployment** at the **start date** we may still insure **you**, however we will not pay any claims relating to impending involuntary **unemployment**.

If **you** have any queries with regard to **your** eligibility, telephone: Financial Insurance Company Limited
061 73 73 73.

**Full details of terms, conditions and exclusions
are contained in this document.**

Mortgage Repayment Cover – At a Glance

Cover Provided

Single Cover

When this cover option is chosen, only the person who has signed for this cover is eligible to claim. After the **start date** there can be no addition or substitution of any insured person.

Joint Cover

If the **mortgage** has been taken out by **joint borrowers** who are both eligible for cover, the following will apply:

- **You** must both complete the application for insurance and apply for joint cover.
- **You** may choose at time of claim which **joint borrower** **you** wish to be the primary insured person. This **joint borrower** will then be nominated as the primary insured person for the following two years. Only after the two years have elapsed may **you** choose to change the primary insured person if **you** wish.
- After the **start date** there can be no addition or substitution of **joint borrowers**.

Your monthly benefit is the amount chosen by **you** in **your** application. This amount may be an amount up to 100% of **your mortgage monthly payments**, up to a maximum of €3000. This **monthly benefit** is not automatically changed as a result of changes to **your mortgage** repayments.

Please ensure **you** choose the most suitable cover option to meet **your** individual circumstances. **You** may change **your monthly benefit** at any time after the **start date** should **you** choose. If **you** wish to change **your monthly benefit**, **you** must contact Genworth Financial, PO Box 602, Shannon, Co Clare or telephone 061 73 73 73. **We** will tell **you** about the new **monthly premium** and the **restart date**. Any change to the **monthly benefit** will take effect on the **restart date**.

The maximum **monthly benefit** that can be covered is €3000 per month. Up to 12 **monthly benefits** can be paid on any one claim.

The policy is not transferable to a mortgage held with

**Full details of terms, conditions and exclusions
are contained in this document.**

Mortgage Repayment Cover – At a Glance

another financial institution.

Key Benefits

Disability

1. Pays two **monthly benefits** after 60 days - back dated to the first day **you** were absent from **work**.
2. **Monthly benefits** continue for each consecutive and complete period of 30 days of absence until:
 - The **end date**; or
 - **You** fail to provide evidence of **your disability**; or
 - The **outstanding balance** has been paid; or
 - **You** return to **work**; or
 - **We** have paid the maximum of 12 **monthly benefits** for each claim.

Involuntary Unemployment

1. Pays two **monthly benefits** after 60 days - back dated to the first day **you** were out of **work**.
2. **Monthly benefits** continue for each consecutive and complete period of 30 days of absence until:
 - The **end date**; or
 - **You** fail to provide evidence of **your unemployment**; or
 - The **outstanding balance** has been paid; or
 - **You** return to **work**; or
 - **We** have paid the maximum of 12 **monthly benefits** for each claim.

To claim this benefit **you** must be **working** for at least 18 hours a week in the Republic of Ireland or at least 16 hours a week in the **UK**. **You** are not covered if involuntary **unemployment** is a regular feature of **your** employment or **your** employment is seasonal. **You** are not covered if **you** were not in **full-time employment** for at least 12 months before becoming involuntarily **unemployed**.

Full details of terms, conditions and exclusions
are contained in this document.

Additional Information – At a Glance

	Cover Starts	Claim Exclusion Period	Claim Payments to Mortgage	Maximum Cover Limits
Option A Disability	On the inception date specified on your application form	Not Applicable	Following 60 days of being absent from work two monthly benefits will be paid	Maximum monthly benefit is €3000 for a Maximum of 12 months per claim
Involuntary Unemployment	On the inception date specified on your application form	Claims within 90 days of the start date.	Following 60 days of being absent from work two monthly benefits will be paid	Maximum monthly benefit is €3000 for a Maximum of 12 months per claim
Option B Disability	On the inception date specified on your application form	Not Applicable	Following 60 days of being absent from work two monthly benefits will be paid	Maximum monthly benefit is €3000 for a Maximum of 12 months per claim

Any arrears, incurred prior to a valid Claim Date, are not covered in this policy. Full details of terms, conditions and exclusions are contained in this document.

Key Exclusions – At a Glance

- **Pre-existing conditions** are excluded where a customer is receiving medical advice, treatment or counselling for an illness in the 6 months prior to the **start date** of the policy. Claims will be accepted for these **pre-existing conditions** if **you** have not had any symptoms and have not consulted a **doctor** or received treatment for the condition in the 18 months after the **start date** of the policy.
- Stress or psychological illness is excluded unless certified by and under the care of an appropriate **consultant** psychiatrist.
- Back Ache or related conditions, unless there is supporting medical evidence. This evidence may be a report from a specialist **consultant**. In either case, an MRI, CT scan or equivalent will be needed.
- **Normal pregnancy** is excluded unless the symptoms of a **normal pregnancy** develop into a condition, sickness or disease which is diagnosed by a **doctor** or **consultant** who specialises in obstetrics and is not excluded under any other section of the policy.
- Alcohol and Drugs related illnesses.
- Self-inflicted injuries.
- **You** must be in **work** and have **your mortgage** for at least 90 days before **you** can claim in respect of Involuntary **Unemployment**. In addition **you** must be in **full time employment** continuously for twelve months immediately before **your employment** ending to make any involuntary **unemployment** claim.

Please note that all exclusions are detailed in each of the relevant sections in the policy document.

It is imperative that **you** read this policy to acquaint **yourself** with **your** entitlement.

This policy contains a number of other exclusions where **you** may not be covered.

For enquiries or claims see Section 5 - "How to claim".

Cancellations, Refunds and Amendments

1. If **you** are not satisfied with **your** cover, please write to Genworth Financial, PO Box 602, Shannon, Co Clare or telephone 061 73 73 73 within 30 days of the receipt of **your** policy booklet. **Your** cover will be cancelled from the **start date** and any premium paid will be refunded in full.
2. Thereafter **you** may cancel **your** Mortgage Repayment Cover at any time. Please write to Genworth Financial, PO Box 602, Shannon, Co Clare or telephone 061 73 73 73. If **you** do not cancel **your** policy within 30 days of the **start date**, **your** policy will remain in force and may only be cancelled by **you** or by **us** by giving 30 days' notice in writing.
3. If all **your mortgages** are repaid or redeemed **you** must contact Genworth Financial, PO Box 602, Shannon, Co Clare or telephone 061 73 73 73 and request that **your** insurance policy be cancelled.
4. On receipt of the request the cancellation will take effect from the next monthly renewal date.
5. As this is a monthly product and cover is provided up to the next monthly renewal date there will be no unused portion of **premium** and consequently no **premium** refund due.
6. Where **you** have selected to pay the **premium** annually, a refund of any unused portion of the **premium** will be repaid.
7. **You** can amend the **monthly benefit** or type of cover chosen. See Section 8 - Changing your Monthly Benefit. The policy eligibility criteria and claim exclusion periods will be applicable from the **restart date**.

Refunds are not made

- Where the sum involved is €3.00 or less.

Any refund may be paid through the **mortgage lender**.

8. **We** can vary the terms of **your** policy on 30 days notice for a number of reasons, all of which are stated in full in **your** policy in Section 7.

Mortgage Repayment Cover

Introduction to the policy

This document sets out the cover **your** policy provides. This policy has been arranged by **Bank of Ireland**. Please read this document and **your** policy **schedule** so that **you** know exactly what **you** are covered for, and keep them in a safe place so that **you** can refer to them easily if **you** need to. If **your** circumstances change or if **you** find **you** are not covered for something that **you** feel **you** have asked for please contact Genworth Financial, PO Box 602, Shannon, Co Clare or telephone 061 73 73 73. If **you** do not understand any part of the policy, please contact **us** at Genworth Financial, P.O. Box 602, Shannon, Co. Clare or phone **us** on 061 73 73 73.

Cancellations and Refunds

If **you** decide **you** do not want the cover, please write to Genworth Financial, PO Box 602, Shannon, Co Clare or telephone 061 73 73 73 within 30 days of the **start date** and **your** **premium** will be refunded in full, as long as **you** have not made a claim. If **you** do not cancel **your** policy within 30 days of the **start date**, **your** policy will remain in force and may only be cancelled by **you** or **us** by giving 30 days' notice in writing.

If **you** reach 65, **you** should write to Genworth Financial, PO Box 602, Shannon, Co Clare requesting **your** policy is cancelled.

Claims

If **you** want to make a claim against this policy, please contact **us** as soon as possible after the date **you** last worked to ask for a claim form. The claim form must be sent to **us** within 240 days of the date **your** **disability** or involuntary **unemployment** began. **We** will not pay any claims where notification of a claim is received by **us** after this date. The details of how to claim are in Section 5.

Your **monthly** **benefit** is the amount chosen by **you** in **your** application. This amount may be up to 100% of **your** **mortgage** **monthly** **payments**, up to a maximum of €3,000.

This **monthly** **benefit** is not automatically changed as a result of changes to **your** **mortgage** **monthly** **payments**. Please ensure **you** choose the most suitable cover option to meet **your** individual circumstances. **You** can amend the **monthly** **benefit** at any time after the **start date** as set out in Section 8.

Depending on the option **you** have chosen, and as shown on **your** policy **schedule**, **you** have cover for the benefits associated with the following;

Option A
Provides benefits for **Disability** and Involuntary
Unemployment cover.

Option B
Provides benefits for **Disability** cover.

1 Definitions

The words, which appear in this document in bold type, have specific meanings and these are explained below.

account means **your mortgage account** with the mortgage lender.

Bank of Ireland means Bank of Ireland, Head Office, 40 Mespil Road, Dublin 4. Bank of Ireland is regulated by the Central Bank of Ireland.

college means the Royal College of Surgeons, the Royal College of Physicians or any other Royal College of medical practitioners.

consultant means a medical specialist practising in their related field of medicine in Ireland or the **UK** who is registered with the Medical Council or a **college** in the **UK**, and is not **you**, a relative or close friend.

disability means any sickness, disease, condition or injury which stops **you** from doing any paid **work**. If **you** are **self-employed**, a disability must stop **you** from helping, managing or carrying out any part of the day-to-day running of a business.

disabled means having a **disability**.

doctor means a medical practitioner registered with the Medical Council, or the General Medical Council in the **UK**, and practising in Ireland or the **UK**. A medical practitioner who confirms **your disability** when **you** are making a claim cannot be **you**, a relative or a close friend.

elective surgical procedure means a procedure, which is not medically necessary to maintain **your** quality of life, and is carried out solely at **your** request, including beauty and cosmetic treatment.

end date means the insurance end date as explained in Section 6.

full-time employment means you are working for at least 18 hours a week in Ireland (or at least 16 hours a week in the UK) either under a contract of employment or as a self-employed person. This includes helping, managing or carrying out any part of the day-to-day running of a business. You must be receiving a salary or wages and be paying the appropriate class of Pay Related Social Insurance contributions in Ireland or National Insurance Contributions in the UK.

insured term means the period during which cover under this policy is in force, being the period from the **start date** to the **end date** for which you have paid the **monthly premium**.

joint borrowers means two people who have taken out the mortgage together.

immediate family means your mother, father, sister, brother, wife, husband, fiancé(e), partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister in-law, brother-in-law, step-parent, step-child, step-sister, step-brother, aunt, uncle, cousin, nephew, niece.

monthly benefit means the monthly amount of benefit (up to a maximum of €3,000), as shown in your policy **schedule**. We will pay this direct to the **mortgage account** you have with the **mortgage lender** on your behalf.

monthly payment means the amount you must pay every month in respect of your mortgage as set out in your mortgage agreement with **Bank of Ireland**.

monthly premium, premium means the premium you pay each month for this insurance.

mortgage means your secured loan agreement between you and the **mortgage lender**.

mortgage lender means any one or more or all of:

- The Governor and Company Office at 40 Mespil Road, Dublin 4, otherwise known as the Bank of Ireland.
- Bank of Ireland Mortgage Bank having its registered office at New Century House, IFSC, Mayor Street Lower, Dublin 1; or
- ICS Building Society having its registered office at New Century House, IFSC, Mayor Street Lower, Dublin 1.

normal pregnancy means symptoms which are a normal part of pregnancy (including being pregnant with two or more

babies at the same time) and which are generally minor or temporary which are not a danger to the mother or baby, or a combination of minor symptoms. It includes childbirth, delivery by Caesarean section or any other medically or surgically assisted delivery, which does not involve medical complications.

outstanding balance means the amount needed to pay off the money **you** owe under **your mortgage**. This does not include any arrears, which **you** must pay, unless **we** agree otherwise.

pre-existing condition means any **disability**, condition, injury, disease or related condition or symptoms which **you** knew about or should reasonably have known about at the **start date** or the **restart date**, or had seen or arranged to see a **doctor** about during the 6 months immediately before the **start date** or the **restart date**.

restart date means the date **you** have to pay a new **monthly premium** because **you** have changed **your monthly benefit**.

schedule means the document **you** receive with this wording which sets out the details of **your cover**.

self-employed means

- **working** for at least 18 hours a week in Ireland, or 16 hours a week in the **UK**, for profit in a profession or business either alone or with others, and liable to pay tax under schedule D Case I II IV or V (as defined by the Income and Corporation Taxes Act 1988 “ICTA”) in the **UK** or the appropriate class of Pay Related Social Insurance contributions in Ireland ; or
- being a company director who is a “controlling director” in the **UK** (as defined by schedule 31 of ICTA) or a proprietary director in Ireland (as defined by Section 64 (2) of the Irish Finance Act 1974), including the spouse, parent child, brother or sister who is in any way “connected” as defined by section 839 ICTA) with the proprietary or controlling director.

start date means the date shown in **your policy schedule**, or whichever is the later of the following:

- The date the money is released under **your mortgage agreement**; or
- The date **we** accept **your** application for insurance; or
- The date on which **you** receive **your** policy document.

UK means the United Kingdom, Channel Islands and Isle of Man.

unemployed, unemployment means:

- not being in **full-time employment**; and
- being available for and actively looking for **work**, and being able to provide evidence of this; and
- having written confirmation from the Department of Social and Family Affairs in Ireland, or the Department for Work and Pensions in the **UK**, of registration for jobseeker benefits/allowance or a similar official agreement and giving **us** a copy of it. If **you** break any condition of that agreement, **we** may suspend or stop **your** benefit.

you, your, yours, yourself means the person or people named in **your policy schedule** who are covered by the insurance.

we, us, our means Financial Insurance Company Limited trading as Genworth Financial.

work, working means being in **full-time employment**.

2 Eligibility

Terms of Eligibility

A. To receive cover under this policy, **you** must meet the following conditions on the **start date**.

- **You** are aged between 18 and 65; and
- **You** have completed and signed the insurance application form and selected the cover options; and
- **You** are in **full-time employment**; and
- **You** must have a **mortgage** with one (or more) of (a) The Governor and Company of the **Bank of Ireland**, (b) **Bank of Ireland Mortgage Bank** or (c) ICS Building Society.

This insurance is not transferable to any loan or **mortgage** with another financial institution.

B. If **you** are eligible for **disability** and involuntary **unemployment** cover at the **start date** and **you** reach 65

years of age, or permanently retire before **you** reach 65 years of age, **you** will no longer be eligible for **disability** or involuntary **unemployment** cover.

C. Important information

- If **you** are aware of any **pre-existing condition** at the **start date** we may still insure **you**, however we will not pay any claims relating to any **pre-existing condition**. Claims will be accepted for **pre-existing conditions** if **you** have not had any symptoms and have not consulted a **doctor** or received treatment for the **pre-existing condition** in the 18 months after the **start date**, (if **you** have had appointments to see a **doctor** within this period and these were not kept, the exclusion will apply unless **you** have been formally discharged from medical care).
- If **you** are aware of any impending involuntary **unemployment** at the **start date** we may still insure **you**, however we will not pay any claims relating to any impending involuntary **unemployment**.

D. If the **mortgage** has been taken out by **joint borrowers** who are both eligible for cover, and **you** wish to cover both **joint borrowers** the following will apply:

- **You** must both complete the application for insurance and apply for joint cover.
- **You** may choose at time of claim which **joint borrower** **you** wish to be the primary insured person. This **joint borrower** will then be nominated as the primary insured person for the following two years. Only after the two years have elapsed **you** may choose to change the primary insured person if **you** wish.
- After the **start date** there can be no addition or substitution of **joint borrowers**.

3 Disability cover

This benefit applies if **you** have chosen Option A or Option B and **you** have paid the appropriate premium for Option A or Option B.

If **you** are **working**, or on statutory maternity leave (not any extended leave provided by **your** employer), and **you** become **disabled** during the insured term for 60 days in a row, **you** will be entitled to two **monthly benefits**. Thereafter **you** will be entitled to a **monthly benefit** for each continuous period of 30 days in a row that **you** remain **disabled** until the earliest of the following:

- The **end date**; or
- **You** fail to provide evidence of **your disability**; or
- The **outstanding balance** has been paid; or

- You return to work; or
- We have paid the maximum of 12 monthly benefits for each claim.

We will consider the first day of **disability** as the day a **doctor** certifies that **you** are **disabled** and are not able to work. We will only pay **you disability** benefit if a **doctor** is regularly treating **you** for the accident, sickness, disease, condition or injury causing **your disability**.

Further disability claims

If **you** have made a **disability** claim which ends for whatever reason, **you** will not be able to make another **disability** claim until **you** have been in continuous work (or, if **you** are on statutory maternity leave, **your doctor** confirms that **you** would be continuously fit to work if **you** were not on statutory maternity leave) for:

- 30 days if the **disability** is different; or
- 180 days if the **disability** is the same.

You cannot claim for more than one cover at one time. We will not pay **disability** benefit for any period that **you** are entitled to involuntary **unemployment** benefit, and vice versa.

Disability cover exclusions

We will not pay **you** monthly benefit for any **disability** caused by or resulting from:

- any **pre-existing condition**. Claims will be accepted if **you** have not had any symptoms and have not consulted a **doctor** or received treatment for the condition in the 18 months after the **start date** (if **you** have had appointments to see a **doctor** within this period and these were not kept, the exclusion will apply unless **you** have been formally discharged from medical care); or
- self-inflicted injuries caused while sane or insane; or
- alcohol, or drugs which are not taken under the advice or supervision of a **doctor** (this does not include drugs prescribed by a **doctor** for treating drug addiction); or
- **normal pregnancy** unless the symptoms of a **normal pregnancy** develop into a condition, sickness or disease which:
 - is diagnosed by a **doctor** or **consultant** who specialises in obstetrics; and
 - is not excluded under any other exclusions set out in this section; or

- psychiatric illness or mental disorders, including stress and stress-related conditions unless certified by and under the care of an appropriate **consultant** psychiatrist; or
- any **elective surgical procedure**; or
- backache or related conditions, unless there is supporting medical evidence. This evidence may be a report from a specialist **consultant**. In either case, an MRI, CT scan or equivalent will be needed.

4 Involuntary Unemployment cover

This benefit applies if **you** have chosen Option A and **you** have paid the appropriate **premium** for Option A.

If **you** are **working**, or on statutory maternity leave (not any extended leave provided by **your** employer), and **you** become involuntarily **unemployed** during the **insured term** for 60 days in a row, **you** will be entitled to two **monthly benefits**. Thereafter **you** will be entitled to a **monthly benefit** for each continuous period of 30 days in a row that **you** remain **unemployed** until the earliest of the following:

- The **end date**; or
- **You** fail to provide evidence of **your** involuntary **unemployment**; or
- The **outstanding balance** has been paid; or
- **You** return to **work**; or
- **We** have paid the maximum of 12 **monthly benefits** for each claim.

When paying **your** claim, **we** will consider **your** first day of involuntary **unemployment** as the day **you** are first registered as **unemployed** with the Department of Social and Family Affairs in Ireland, or the Department for Work and Pensions in the **UK**, or any other government office that replaces it. **You** will not be considered to be involuntarily **unemployed** for days when **you** are receiving payment instead of **working your** notice.

Carers

If **you** are involuntarily **unemployed** as a result of becoming a carer, **we** will consider an involuntary **unemployment** claim if **you** provide evidence that **you**:

- have to care for a member of **your immediate family**; and
- are in receipt of a Carer's Allowance; and
- were not aware of the situation before the **start date** giving rise to the need to become a carer.

Temporary work

If **you** are receiving involuntary **unemployment** benefit and want to start temporary work for three months or less, please let **us** know before **you** start this temporary work. **We** will not pay a **monthly benefit** while **you** are **working** temporarily, but when the temporary work finishes **we** will continue **your** involuntary **unemployment** claim and will treat this as one continuous claim, up to 12 **monthly benefits** in total.

Pregnancy and involuntary unemployment

If **you** are involuntarily **unemployed** and become pregnant, **we** will continue to pay **your** involuntary **unemployment** claim during this pregnancy and immediately after **you** have given birth while **you** are receiving statutory maternity benefit. Once **you** are no longer receiving statutory maternity benefit **you** must continue to provide **us** with satisfactory evidence that **you** are involuntarily **unemployed** and that **you** are actively looking for **work** to receive involuntary **unemployment** benefit.

Further involuntary unemployment claims

If two or more periods of involuntary **unemployment** are separated by three months or less, **we** will treat this as one continuous claim but **we** will not pay for any time **you** were **working** between these periods. If the two periods of involuntary **unemployment** are separated by more than three months, **you** must return to **work** for at least twelve months in a row before **you** can make another involuntary **unemployment** claim.

You cannot claim for more than one cover at one time. **We** will not pay involuntary **unemployment** benefit for any period that **you** are entitled to **disability** benefit, and vice versa.

Involuntary Unemployment cover exclusions

We will not pay a **monthly benefit** for any involuntary **unemployment** if:

- **you** were not in **full-time employment** for at least 12 continuous months immediately before **you** became involuntarily **unemployed** (if **you** were not in continuous **work** for 14 days or less **we** will not count this as a break in **your work**); or
- at the **start date** or within 90 days of the **start date** **you** knew **you** would be made involuntarily **unemployed** or had reason to believe that **you** might be made involuntarily **unemployed**; or
- **your work** was seasonal, casual or temporary, or **unemployment** is a regular feature of **your work**; or
- **you** resigned or accepted voluntary redundancy; or
- **you** became **unemployed** because of misconduct, fraud, dishonesty, an unofficial strike or lock-out, or any criminal act proven against **you**; or

- **you** have taken retirement and have no intention of getting another job.

Self-employed

You are eligible to make an involuntary **unemployment** claim if **you** have involuntarily stopped trading because **your** business's assets cannot pay its debts, other liabilities and expenses, and **you** have told the Irish Revenue Commissioners or the HM Revenue and Customs about this. **You** must provide **us** with written confirmation from a certified auditor confirming that the business involuntarily stopped trading through no fault of **yours**. **You** will not be able to make an involuntary **unemployment** claim unless **your** business:

- has stopped trading or is in the process of being wound up (or both); and
- is under the control of an insolvency practitioner; or
- is a partnership which has been or is in the process of being dissolved.

Fixed-term contracts

If **your** fixed-term contract of employment ends, whether **you** are **working** on a PAYE or **self-employed** basis, **you** will not be able to make an involuntary **unemployment** claim unless:

- **you** have been in continuous **work** with the same employer for at least 12 months and **your** contract of employment has been renewed at least once; or
- **you** were originally employed permanently by the same employer for at least 12 months but were transferred to a fixed-term contract of employment by the employer without a break in employment and **you** had no reason to believe that it would not be renewed again.

5 How to claim

• Ask for a claim form

You should contact **us** at Genworth Financial, P.O. Box 602, Shannon, Co. Clare. or phone **us** on 061 73 73 73 to ask for a claim form. To help **us** assess **our** service, **we** record and monitor phone calls.

• Fill in the claim form

You should fill in the claim form fully and accurately, and return it to **us** at Claims Department, Genworth Financial, P.O. Box 602, Shannon, Co. Clare. **We** will also ask **you** for other information and documents to help **us** process **your** claim. The claim form must be sent to **us** within 240 days of the date **your** **disability** or involuntary **unemployment** began. **We** will not pay any claims where notification of a claim is received by **us** after this date.

• What happens after you send us your claim form?

We will process **your** claim and if **we** need more

information from **you** or someone else, **we** will write and explain this to **you**. **We** will then write and tell **you** if **we** have accepted or rejected **your** claim.

- **Continuing claims**

For **disability** and involuntary **unemployment** claims, **you** must fill in a continuing claim form for each month **you** are claiming. If **you** are late sending **us** the claim form, **we** may not be able to pay **your** claim.

- **We** may ask **you** or the to attend an Independent Medical Examiner at **our** expense.
- **We** will only pay one type of benefit (**disability** or involuntary **unemployment**) at any one time.
- The maximum combined benefit payable for **disability** or involuntary **unemployment** under this policy or any other of **our mortgage** payment protection policies sold by the **mortgage lender** will not be more than €3,000 each month.
- The maximum combined benefit payable for any single one incident of **disability** or involuntary **unemployment** or hospitalisation under this policy or any other of **our credit card, mortgage, motorloan or personal loan payment protection policies** sold by **Bank of Ireland** will not be more €75,000 in total.
- The maximum aggregate benefit payable for **disability** or involuntary **unemployment** under this policy or any other of **our mortgage, credit card, motorloan or personal loan payment protection policies** sold by **Bank of Ireland** will not be more €100,000 in total.
- When a valid claim is to be discharged the payment will be made to the **Bank of Ireland** via **your mortgage account** and this will result in the repayment or reduction of **your outstanding mortgage**, depending on the benefit claimed.
- The appropriate stamp duty and Government Taxes have been paid or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 Finance Act 1990 or Section 19 Finance Act 1950 (as amended by subsequent enactments), as may be applicable.

6 When does cover end?

All cover under this policy will end and all **monthly benefits** will stop automatically:

- if **you** die; or
- when **you** reach 65 or permanently retire (**you** should write to Genworth Financial, PO Box 602, Shannon, Co Clare when **you** reach 65 or permanently retire before then requesting **your** policy is cancelled); or

- when the **mortgage lender** takes possession of the **mortgaged property**; or
- when **your mortgage** ends; or
- when **your cover** is cancelled by **us** or by **you**; or
- if **you** fail to pay **your monthly premium** when due.

7 Important notes about your policy

- If **you** decide **you** do not want the cover, please write to Genworth Financial, PO Box 602, Shannon, Co Clare or telephone 061 73 73 73 within 30 days of the **start date** and **your** premium will be refunded in full, as long as **you** have not made a claim. If **you** do not cancel **your** policy within 30 days of the **start date**, **your** policy will remain in force and may only be cancelled by **you** or **us** by giving 30 days' notice in writing.
- The parties to this policy may choose the law, which shall govern it. In the absence of any agreement to the contrary, this policy is subject to Irish law and to the jurisdiction of the Irish courts and shall be in the English language.
- Benefits under some insurance policies may affect **your** entitlement to some state benefits.
- If **we** pay a benefit, **you** must allow **us** to enforce our rights against any other parties which **we** are or may be entitled to.
- **You** cannot transfer **your** rights or interest in this policy to any other person. This policy will not have any surrender value at the **end date** or if it is cancelled.
- If **you** make a claim for benefit that is in any way fraudulent, **your** cover under this policy will be treated as invalid from the **start date**. **We** will not refund any **premium** **you** have paid and **we** may take legal action against **you**.
- **We** may change the terms in this policy (including a change in the rate of **your premium**) by giving **you** at least 30 days' notice in writing. **We** will only make changes to the terms in this policy for good reason, including but not limited to the following:
 - to make the terms clearer and more favourable to **you**;
 - to reflect a legitimate increase or decrease in the cost of the service **we** provide **you**;
 - to provide for the introduction of new systems, services, changes in technology and product development;
 - to rectify any errors in existing terms that **we** may discover in due course;

- in response to any event outside our control that we expect to have an impact on future claims which we could not reasonably have foreseen when the assumptions we make when calculating premiums were last reviewed; or
- as required to comply with any current or impending legislation or regulatory requirement.

If **you** are not happy with the changes, **you** may cancel **your** cover from the date of the change by giving **us** notice in writing within 30 days of the change.

- **Data protection**

You understand and give explicit consent that the sensitive health and other information the **you** provide about **you** will be used by Financial Insurance Company Limited (the data controller), its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any other insurance, handle claims and prevent fraud. This may involve the transfer of such information to other countries (including those which have limited or no data protection laws). Financial Insurance Company Limited has taken steps to ensure that **your** information is held securely. **You** have the right to access **your** personal data held by Financial Insurance Company Limited. If **you** believe that the personal data held by Financial Insurance Company Limited is inaccurate **you** have the right to ask for this to be rectified.

8 Changing your Monthly Benefit

You may change **your** monthly benefit at any time after the **start date** should **you** choose. If **you** wish to change **your** monthly benefit **you** must send this request to **us** in writing, or by telephone on 1890 604 604. **We** will tell **you** about the new **monthly premium** and the **restart date**.

Any change to the **monthly benefit** will take effect on the **restart date**.

However, **your** new **monthly benefit** will not be taken into account if one of the following happens:

- **you** become involuntarily **unemployed** on or before the **restart date**; or
- **you** stop working or **you** are told that **your** work will stop within 90 days of the **restart date**; or
- **you** are already claiming on the **restart date**; or
- **you** suffer a **disability** as a result of a **pre-existing condition** during the 6 months before the **restart date**.

In these circumstances, the **monthly benefit** will not change until **your** next claim, (if any).

9 Complaints Procedure

Customer service is very important to **us** and **our** aim is to give a first-class service at all times. If **you** have any enquiry or complaint about **your** policy, please contact:

Bank of Ireland Insurance Services Limited
New Century House,
Lower Mayor Street,
Dublin 1
Tel: 1890 604 604

If **you** have any enquiry or complaint about **your** claim, please contact:

Genworth Financial
P.O. Box 602
Shannon, County Clare
Tel: 061 73 73 73

If after taking the above steps **your** complaint has not been resolved, please contact:

Consumer Affairs Department
Genworth Financial
P.O. Box 602
Shannon, County Clare
Tel: 1850 81 22 25

If **you** are still not happy or the problem has not been sorted out to **your** satisfaction, **you** may refer it to:

Financial Services Ombudsman
3rd Floor, Lincoln House,
Lincoln Place, Dublin 2
Lo Call: 1890 88 20 90 Tel: 01 6620899
Fax: 01 662 0890
E-mail: enquiries@financialombudsman.ie
Web: www.financialombudsman.ie

If **you** complain, it will not affect **your** legal rights.

10 Underwriters

Disability and involuntary **unemployment** cover is arranged by **Bank of Ireland** Insurance Services and is provided by Financial Insurance Company Limited (registered in England number 1515187). (Branch registered in Ireland under No. 902818).

Financial Insurance Company Limited, trading as Genworth Financial, is limited by shares. Registered offices: Building 11, Chiswick Park, Chiswick High Road, London, W4 5XR. Registered Irish branch offices: 3rd Floor, Fleming Court, Fleming Place, Dublin 4, Ireland

Financial Insurance Company Limited, trading as Genworth Financial, is authorised and regulated by the Financial Services Authority (registered number 202639). The conduct of Financial Insurance Company Limited's business in Ireland is subject to the supervision of the Central Bank of Ireland.

Bank of Ireland Mortgage Bank (BOIMB) Registered Information Registered No 386415 Register Office: New Century House, IFSC, Mayor Street Lower, Dublin 1. Bank of Ireland Mortgage Bank is regulated by the Central Bank of Ireland and a member of the Bank of Ireland Group.

ICS Building Society Registered Information Registered Number – 10B Registered Office: New Century House, IFSC, Mayor Street Lower, Dublin 1. ICS Building Society is regulated by the Central Bank of Ireland and a member of the Bank of Ireland Group.

Bank of Ireland is a tied Insurance agent of New Ireland Assurance plc. Bank of Ireland Registered No. C-1. Registered Office and Head Office, 40 Mespil Road, Dublin 4. Bank of Ireland is regulated by the Central Bank of Ireland.

1890 604 604
www.bankofireland.ie