

Mortgages

Deed of Assignment of Life Policy

Incorporating an Irrevocable Power of Attorney by way of Security.

FOR USE TO NOTIFY THE BANK OF A DECEASED CUSTOMER



Account number:

(the "Assignment") made the (day) of the (month) (year)

Between

of

(the "Assignor") and **Bank of Ireland Mortgage Bank u.c.** having its registered office at 2 College Green, Dublin, D02 VR66 (the "Bank").

WHEREAS:

- A. The Bank requires the Assignor to assign an acceptable policy or policies of assurance to the Bank as security for any term or bridging loan made where the offer letter or other credit agreement specifically requires the assignment of a policy of assurance on the life of the Assignor, as security, whether in whole or in part, for such loan (a "Secured Loan").
- B. Where the Assignor has already effected a policy or policies of assurance (the "Policy") the details are set out in the Schedule to this Assignment and it has been agreed that the Assignor will assign the Policy to the Bank as security for a Secured Loan.
- C. Where the Assignor has not as yet effected a policy or policies of assurance, the Assignor has agreed to irrevocably undertake to effect a policy or policies of assurance and to execute a legal assignment of such policy or policies and to give the Bank a power of attorney to complete the details of such policy or policies in the Schedule to this Assignment and to re-execute this Assignment on behalf of the Assignor to the intent that upon this happening the said policy or policies will be thereby legally assigned to the Bank as security for a secured Loan and the word "Policy" shall include the said policy or policies and any policy or policies which may be substituted therefor from time to time and at any time and shall be deemed to include a reference to all policies collectively and to each one individually and all moneys (including bonuses) that may have accrued or that may after this date become payable under the Policy and the benefit of all options and rights devolving upon the Assignor arising from the Policy or under or from any policy or policies that may be substituted therefor.

NOW THIS ASSIGNMENT WITNESSETH:

- 1.1 If the Policy has been effected, in pursuance of the said agreement the Assignor, as beneficial owner, and in consideration of any Secured Loan made or to be made by the **Bank HEREBY FIRSTLY ASSIGNS** to the Bank **ALL THAT the Policy TO HOLD** the Policy unto the Bank absolutely by way of continuing security for any Secured Loan and all obligations and liabilities whatsoever and howsoever arising thereunder and whether as principal or surety (subject only to the proviso for redemption contained in clause 2 below) and where the expression the "Assignor" includes two or more persons **TO HOLD** the Policy unto the Bank absolutely by way of continuing security (subject only to the proviso for redemption contained in clause 2 below) for all of the present or future liabilities of each and any of such persons to the Bank on foot of any secured loan and for the discharge of each and any one of such persons' obligations to the Bank thereunder whether in respect of each of such persons on their own or any of them jointly with another or others (whether or not such others or any of them are parties hereto) and whether as principal or surety.
- 1.2 If the Policy has not yet been effected, the Assignor **HEREBY SECONDLY** covenants with and irrevocably undertakes to the Bank to effect a policy or policies of assurance for a term and in such amount and in such terms and conditions as are acceptable to the Bank in satisfaction of the Bank's requirements which have been made known to the Assignor and to furnish same to the Bank prior to the draw down of the Secured Loan.
- 1.3 The Assignor **HEREBY THIRDLY** irrevocably undertakes to execute a legal assignment of the policy or policies referred to in clause 1.2 above to the Bank.
- 1.4 To secure the Assignor's obligations to the Bank, the Assignor, and where there are more than one, each of them, **HEREBY FOURTHLY** irrevocably appoints, by way of security, the Bank, or any agent of the Bank acting by a duly authorised official of the Bank or the said agent as the case may be, as the Assignor's attorney for the sole purposes of (a) completing the details of the said policy or policies in the Schedule to this Assignment in accordance with section 20 of the Powers of Attorney Act, 1996 and (b) re-executing this Assignment; and (c) executing and signing any deed or document which the Bank may require pursuant to this Assignment **TO THE INTENT** that upon the completion of the Schedule by the Bank or its agent, the provisions of clause 1.1 above shall apply and the Schedule shall be deemed to have been completed prior to the execution of this Assignment by the Assignor and the Assignor shall be stopped from claiming that the Schedule was completed after the execution of this Assignment.
- 1.5 The Assignor shall ratify and confirm all transactions entered into by the Bank acting by its duly authorised official and the exercise or purported exercise of the Bank's respective powers and all transactions entered into, documents executed and things done by the Bank. No insurance company or other person dealing with the Bank shall be bound to see or inquire as to the re-execution of this Assignment or whether the right of the Bank to exercise any of its powers under the power of attorney has arisen or become exercisable or be concerned with notice to the contrary.
2. On payment and discharge of all monies and liabilities due from the Assignor to the Bank on foot of or in connection with all secured loans, the Bank will at the request and cost of the Assignor, re-assign the Policy to the Assignor or otherwise as the Assignor may direct.

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AND THE ASSIGNOR COVENANTS WITH AND WARRANTS TO THE BANK THAT:

- 3.1 The Assignor will pay to the Bank on demand all moneys and liabilities due or to become due on any secured loan. The Assignor also covenants to reimburse the Bank with the amount of stamp duty paid or to be paid by the Bank in respect of the stamping of this Assignment and it shall be lawful for the Bank to pay the same and thereupon any sum so paid shall be a charge on the Policy and the Bank may debit any account of the Assignor and/or add the sum or sums owing or any part thereof to any secured loan which sum or sums shall bear interest accordingly from the time of payment.
- 3.2 The Assignor will punctually pay all premiums required for maintaining the Policy in full force and effect and will deliver to the Bank, when required, the receipts for all such premiums and agrees that in default of payment the Bank may (but without being obliged to do so) pay the said premiums as it thinks fit and the Assignor shall repay to the Bank on demand any monies so expended by it for such purpose and in default of payment thereof any sum so paid by the Bank shall be a charge on the Policy and the Bank may debit any account of the Assignor and/or add the sum or sums owing or any part thereof to any Secured Loan which sum or sums shall bear interest accordingly from the time of payment.
- 3.3 The Policy is valid (or where the Policy has not at the date of execution hereof been effected, will be valid) and the Assignor will not do any act or commit any default or do or permit anything whereby the Policy may become void or voidable or by which the Bank may be hindered or prevented from obtaining the benefit of or retaining, receiving or recovering all monies thereby assured or payable under it or any part thereof.
- 3.4 In case the Policy shall become voidable immediately at the Assignor's own cost to do all things necessary for restoring the same **AND** in case the Policy shall become void immediately at the Assignor's own cost to do and furnish all acts, certificates and things necessary or proper for effecting or enabling the Bank to effect (which it is hereby authorised but not obliged to do) a new policy on the life of the assured for the amount which would have become payable under the void Policy if it had remained in force and the assured had died at the time of the Policy becoming void (including any bonus or bonuses which may have been declared on it) such new policy to be effected at the option of the Bank in such insurance company or office as the Bank shall at its absolute discretion determine **AND** to deliver such new policy to the Bank **AND** the Assignor hereby declares that such new or substituted policy and the monies payable thereunder shall be subject to this Assignment and to all powers and provisions contained in or incidental to this Assignment in relation to the Policy and the monies to become payable thereunder and shall be held by the Assignor upon trust for the Bank subject to the proviso for redemption herein before contained **AND** the Assignor hereby declares that the Assignor will if requested by the Bank increase the sum assured under the Policy and in the event that the Assignor does not within the period of seven days of receipt of such a request from the Bank carry out such increase the Bank may carry out such increase and pay the premiums for the same at the expense of the Assignor (but without being obliged to do so).
- 3.5 In case of default by the Assignor in the performance of any of his obligations under this security it shall be lawful but not obligatory for the Bank to do whatever may be necessary or expedient to make good such default and any expenses incurred by the Bank in that behalf, with interest at the rate determined by the Bank from time to time, shall be repaid by the Assignor on demand and in default of payment thereof any sum so paid by the Bank shall be a charge on the Policy and the Bank may debit any account of the Assignor and/or add the sum or sums owing or any part thereof to any Secured Loan which sum or sums shall bear interest accordingly from the time of payment.
- 3.6 At any time after the execution hereof the Bank may without any further consent from or notice to the Assignor or any other person enter into possession of the Policy or any part thereof or into receipt of the profits of the Policy or any part thereof in accordance with the Land and Conveyancing Law Reform Act 2009 (the "**Act**"). The following provisions shall also apply;
 - (a) The Bank shall have the statutory powers conferred on mortgagees by the Act so that at any time after the Bank has demanded payment of any money secured hereby and the Assignor has failed to pay such money to the Bank when due, the Bank may surrender the Policy to the company or society liable on it or exchange the Policy for a paid-up policy or, in accordance with the Act, exercise its power of sale and sell the Policy by public auction or by private contract or otherwise without being liable for any involuntary loss arising as a result.
 - (b) The Bank may, at any time and from time to time, delegate by power of attorney or in any other manner (including, without limitation, under the hand of any officer of the Bank) to any person or persons or company or fluctuating body of persons all or any of the powers, authorities and discretions which are, for the time being, exercisable by the Bank hereunder or under the Act in relation to the Policy or any part thereof, and any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to such regulations as the Bank may think fit, and the Bank shall not be in any way liable or responsible to the Assignor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate (or sub-delegate).
 - (c) No buyer, mortgagor, mortgagee or other person or company dealing with the Bank shall be concerned to inquire whether any power exercised or purported to be exercised by it has become exercisable or whether any money is due on the security hereof or as to the propriety or regularity of any sale by or other dealing with the Bank but any such sale or dealing shall be deemed to be within the powers hereby conferred and to be valid and effectual accordingly and all the protection to buyers contained in Sections 104, 105 and 106 of the Act shall apply to any person purchasing from or dealing with the Bank. The receipt of the Bank shall be an absolute and conclusive discharge to a buyer and to any person or persons for any money which may be or become payable, or for the Policy if it is or becomes deliverable or is or becomes the subject of any exchange, and shall relieve such person or persons of any obligation to see to the application of any monies paid to or by the direction of the Bank. In this clause "buyer" includes any person acquiring for money or money's worth, any encumbrance over, or any other interest or right whatsoever in relation to, the Policy.

- (d) The powers conferred on the Bank hereby are in addition to all the powers and remedies conferred on or vested in the Bank by statute, common law or otherwise.
- (e) The Bank hereby undertakes with the Assignor for the safe custody of such of the documents of title relating to the Policy of which it retains possession or control. The Assignor agrees that in the event of the loss or destruction of, or injury to, the documents of title relating to the Policy, the Bank shall have no liability to the Assignor:
 - (i) if the loss, destruction or injury occurred:
 - (A) prior to actual receipt of the documents of title in question by the Bank from the Assignor or the Assignor's solicitor, or
 - (B) after the documents of title in question have been given by the Bank to some other person at the written request of the Assignor and before the documents have been received back by the Bank,
 - or;
 - (ii) for any damages suffered by the Assignor as a result of the loss or destruction of, or injury to, the documents of title in question where such damages do not directly and naturally result from such loss, destruction or injury, or relate to loss of profit or expected profit.

This Clause 3.6(e) shall be regarded as an undertaking for safe custody of documents of title given under Section 84 of the Act.

- 3.7 The Assignor agrees that nothing contained in this security shall operate to merge or otherwise prejudice, affect or exclude any other security, guarantee or lien which the Bank may for the time being hold for the money and liability secured by it or would have but for this security which shall be a continuing security and the Bank shall not be prejudiced by any settlement of account.
- 3.8 No failure or delay by the Bank in exercising any right or remedy under this Assignment shall operate as a waiver thereof.
- 3.9 The waiver by the Bank of any breach of any term of this Assignment shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.
- 3.10 Each of the provisions of this Assignment is severable and distinct from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 3.11 The powers conferred on the Bank under this Assignment are cumulative.
- 3.12 All sums payable by the Assignor under this Assignment shall be paid to the Bank in full, free of any present or future taxes, levies, imposts, duties, charges, fees or withholdings and without set-off or counterclaim or any restriction, condition or deduction whatsoever. If the Assignor is compelled by law to make any deduction or withholding the Assignor will promptly pay to the Bank such additional amounts as will result in the net amount received by the Bank being equal to the full amount which would have been receivable had there been no deduction or withholding.

AND THE ASSIGNOR ACKNOWLEDGES, CONSENTS AND AGREES AS FOLLOWS:

- 4.1
 - (a) the "Assignor" means the Assignor as described on the first page of this Assignment and includes the personal representative or personal representatives of the Assignor and the person or persons deriving title under the Assignor to the Policy and where the expression the "Assignor" refers to two or more persons, these presents shall be construed in the plural mutatis mutandis and the covenants, agreements, acknowledgments and consents on the part of the Assignor shall have effect as if they were joint and several;
 - (b) the "Bank" includes the successors and assigns (whether legal or equitable) of the Bank and any legal owner, trustee or beneficiary (whether direct or indirect, legal or equitable) of any encumbrance created under a collateralisation scheme or of any encumbrance created other than as part of a collateralisation scheme;
 - (c) "collateralise" means to include in a mortgage pool and execute or otherwise create an encumbrance over the legal or equitable benefit of this Assignment including the security hereby created on the Policy and the Bank's rights, estates, title and interests under this Assignment and the Bank's rights and interests (whether legal or equitable) under any secured loan for the purpose of securing all and any indebtedness, obligations and liabilities whatsoever or howsoever arising, at any time, both present and future, actual or contingent and whether as principal or surety of the Bank, or of any subsidiary, parent or associated company of the Bank, or (at the discretion of the Bank) of any other person, in favour of any person as part of a collateralisation scheme and cognate words have a corresponding meaning;
 - (d) "collateralisation scheme" means any collateralisation scheme in which the Bank participates or proposes to participate under which the legal or equitable benefit of this Assignment including the security hereby created on the Policy and the Bank's rights, estates, title and interests under this Assignment and the Bank's rights and interests (whether legal or equitable) under any secured loan are or would be collateralised;
 - (e) "Encumbrance" means any mortgage, sub-mortgage, charge (whether legal or equitable, fixed or floating), sub-charge (whether legal or equitable, fixed or floating), pledge, lien, encumbrance, hypothecation, assignment by way of security, right of set-off or other security interest of any kind whatsoever or any agreement, trust or arrangement having the effect (economic or otherwise) of providing any security interest;
 - (f) "person" includes without limitation, natural persons, individuals, firms, partnerships, corporations (whether sole or aggregate), companies and bodies corporate (wheresoever formed, registered or incorporated), friendly or building societies, government agencies, committees, departments, authorities, trusts of any description, or any body or society of persons whether incorporated or unincorporated and whether or not having a distinct legal personality;

- (g) "Securitise" means to include in a mortgage pool and execute or otherwise create a transfer (as defined in clause 4.1(i) below) in favour of any person of the legal or equitable benefit of this Assignment including the security hereby created on the Policy and the Bank's rights, estates, title and interests under this Assignment and the Bank's rights and interests (whether legal or equitable) under any secured loan as part of a loan transfer and securitisation scheme and cognate words have corresponding meanings;
 - (h) "securitisation scheme" means any loan transfer and securitisation scheme in which the Bank participates or proposes to participate under which the legal or equitable benefit of this Assignment including the security hereby created on the Policy and the Bank's estates, rights, title and interests under this Assignment and the Bank's rights and interests (whether legal or equitable) under any secured loan are or would be securitised;
 - (i) "transfer" includes to transfer, dispose of, convey, lease, assign, demise, sub-participate, declare a trust over, mortgage or charge (whether a fixed or floating mortgage or charge and whether by sub-mortgage or sub-charge or otherwise), or otherwise encumber or otherwise alienate.
- 4.2 (a) The Bank may at any time and from time to time transfer or enter into contractual arrangements concerning all or part of the legal or equitable benefit of this Assignment, including the security hereby created on the Policy and the Bank's estates, rights, title and interests in the Assignment to any person (including, without prejudice to the generality of the foregoing, any subsidiary or associated company of the Bank) on such terms as the Bank may think fit, without notice to the Assignor or any other person, whereupon all powers and discretions of the Bank and all other estates, rights, title and interests shall, for so long and to the extent as provided for in or on such transfer, be held and be exercisable by the person to whom the Assignment is transferred.
- (b) Without prejudice to the generality of the foregoing where the Bank holds the debt(s) in respect of which the security in the form of this Assignment is given on trust for a third party and/or where the Assignor holds the debt(s) following an equitable assignment thereof to a third party the Assignor hereby acknowledges and agrees that the Bank may hold this Assignment on the same terms and with the like effect as it holds the debt(s) in respect of which the security in the form of this Assignment is given in respect of all such debt(s) and the benefit of the security created by this Assignment is intended by the Assignor and the Bank to be transferable in like manner and with the same effect as the debt in respect of which the security is given.
- 4.3 Without prejudice to the generality of clause 4.2 the Bank may
- (a) at any time securitise this Assignment without any consent of the Assignor save as is contained in clause 4.4 hereof and without further notice to the Assignor or any other person; and
 - (b) at any time collateralise this Assignment without further consent of the Assignor save as is contained in clause 4.4 hereof and without further notice to the Assignor or any other person.
- 4.4.1 Without prejudice to the generality of the foregoing, the Assignor hereby irrevocably consents to:
- (a) all or any future transfer of the legal or equitable benefit of the Assignment including the security hereby created on the Policy, the Bank's estates, rights, title and interests in the Assignment and the Bank's rights and interests (whether legal or equitable) under, or legal or equitable benefit of, any Secured Loan as part of any securitisation scheme or in connection with any transfer under clause 4.2(a); and
 - (b) any trust or administrative agreement or framework agreement or other document entered into by the Bank in connection with or arising from or as part of a securitisation scheme or in connection with any transfer under clause 4.2(a) and any consequential assurance or re-assurance or release under such securitisation scheme or such transfer; and
 - (c) the inclusion of this Assignment and the security hereby created on the Policy and any secured loan in any securitisation scheme; and
 - (d) all or any future Encumbrance created over the legal or equitable benefit of this Assignment, including the security hereby created on the Policy, the Bank's estates, rights, title and interests in the Assignment and the Bank's rights and interests (whether legal or equitable) under, or legal or equitable benefit of, any Secured Loan as part of any collateralisation scheme or otherwise than as part of a collateralisation scheme; and
 - (e) any trust or administrative agreement or framework agreement or other document entered into by the Bank in connection with or arising from or as part of a collateralisation scheme or in connection with the creation of any future Encumbrance identified in (d), above, and which is not part of a collateralisation scheme and any consequential assurance or re-assurance or release under such collateralisation scheme or otherwise not as part of a collateralisation scheme; and
 - (f) the inclusion of this Assignment including the security hereby created on the Policy as part of any collateralisation scheme; and
 - (g) any combination of the foregoing.
- 4.4.2 The Assignor hereby irrevocably consents and agrees to be bound by:
- (a) the provisions of any securitisation scheme;
 - (b) the provisions of any collateralisation scheme;
 - (c) any transfer provided for under clause 4.2(a);
 - (d) any encumbrance created as identified in clause 4.4.1(d) above, which is not part of a collateralisation scheme; and
 - (e) any combination of the foregoing.
- 4.5 The Assignor hereby irrevocably authorises the Bank for the purpose of or in connection with any transfer or proposed transfer such as is mentioned in clause 4.2(a) hereof, or any securitisation scheme or proposed securitisation scheme or any collateralisation scheme or proposed collateralisation scheme or the creation of any encumbrance identified in clause 4.4.1(d) above, not as part of a collateralisation scheme, to disclose:

- (a) (in the case of a transfer or proposed transfer) to any person (to include their employees, agents, advisers and persons acting on their behalf) who is a transferee or proposed transferee; and
 - (b) (in the case of a securitisation scheme or proposed securitisation scheme) to any and every person (to include their employees, agents, advisers and persons acting on their behalf) proposing to or who does participate in or promote or underwrite or invest in or is otherwise involved in (directly or indirectly) such securitisation scheme; and
 - (c) (in the case of a collateralisation scheme or proposed collateralisation scheme or creation of an encumbrance or proposed encumbrance) to any and every person (to include their employees, agents, advisers and persons acting on their behalf) who is or may be a legal owner, trustee or beneficiary (whether direct or indirect) of an encumbrance under a collateralisation scheme or otherwise not as part of a collateralisation scheme; and
 - (d) following the implementation of any such transfer or securitisation scheme or collateralisation scheme or the creation of any Encumbrance, to disclose to every person to whom the Bank or any of the persons referred to in (a) to (c) above is obliged thereunder to make disclosure all and any details, information or other matter contained in any offer letter or other credit agreement, this Assignment, any other security document or deed or matter in writing which secures or is obtained at any time in connection with any Secured Loan including (without prejudice to the generality of the foregoing) the state of the mortgage debt and such other information (including personal and other data) and documentation in the Bank's or any other person's possession or is otherwise available to the Bank or any such other person in relation to the Assignor, the Policy, any policies of insurance or assurance, bonds or guarantees, any Secured Loan and any other party providing security for any Secured Loan as may be reasonably required to be disclosed in connection with any transfer or any securitisation scheme or any collateralisation scheme or otherwise in respect of any Encumbrance as identified in clause 4.4.1(d) above, which is not part of a collateralisation scheme **AND** the Assignor hereby further authorises and consents to the processing of all and any details, information and other matter referred to in this paragraph by the Bank and any disclosee as is referred to in this paragraph **AND** so far as such details, information or other matter or documentation constitutes now or at any time hereafter, personal data within the meaning of the Data Protection Acts, 1988 and 2003 this authority shall be a consent for the purposes of the said Acts. For the purposes of this clause "processing" means any operation or set of operations which is performed upon personal data whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- 4.6 Without prejudice to any other provision in that respect herein contained, the Assignor hereby irrevocably agrees that he shall, if requested so to do, execute such further documentation as he may be reasonably requested to do by
- (a) the Bank;
 - (b) any person who is a transferee or proposed transferee;
 - (c) any proposed or actual participant in a securitisation scheme; and
 - (d) any person who is or may be a legal owner, trustee or beneficiary (whether direct or indirect) of an encumbrance under a collateralisation scheme or otherwise in respect of any encumbrance as identified in clause 4.4.1(d) above, which is not part of a collateralisation scheme for the purpose of perfecting the security created by this Assignment.
- 4.7 These presents shall be a continuing security to the Bank and the same shall not be prejudiced by the settlement of any account or by any collateral or other security being taken for any of the moneys intended to be secured thereby even if the same shall not be payable until a future date.
- 4.8 Notwithstanding anything herein contained it shall be lawful for the Bank at any time or times hereafter to sue for and compel payment of all simple contract debts, bills of exchange, promissory notes or other securities for monies on which the Assignor shall be liable as well from the Assignor as from all and every other party liable on such debts, bills, notes or other securities in such manner and by such proceedings and at such times as the Bank shall think fit provided always that no simple contract shall be deemed or taken to have merged in these presents and that in any action by the Bank upon any simple contract the defense that such simple contract was merged in these presents shall not be available.
- 5.1 This Assignment shall be governed by and construed in accordance with the laws of Ireland. For the benefit of the Bank, the Assignor hereby submits to the jurisdiction of the Courts of Ireland in relation to any claim or proceedings under this Assignment. The Assignor further irrevocably submits to any other jurisdiction in which the Assignor has assets and hereby waives any objection to any claims that any suit, action or proceedings have been brought in any inconvenient forum.
- 5.2 Where requested by the Bank and without prejudice to any other method of service, the Assignor hereby agrees to appoint an authorised agent for service of proceedings.

IN WITNESS whereof the Assignor has hereunto set his hand and executed this Assignment as a deed the day and year first herein **WRITTEN**

Mortgages

Deed of Assignment of Life Policy

Incorporating an Irrevocable Power of Attorney by way of Security.

FOR USE TO NOTIFY THE BANK OF A DECEASED CUSTOMER



Schedule

Policy number:	
Insurance company name:	
Commencement date of risk/ Date of policy:	
Policy amount:	
Life assured:	
Premium:	

Execution clause for Assignor

SIGNED and DELIVERED as a DEED

by the Assignor in the presence of:

First Assignor: _____

Witness: _____

Second Assignor: _____

NB: The signature(s) of the Assignor(s) must be witnessed.

Re-Execution Clause by Bank Pursuant to Power of Attorney

Dated: (day) of the (month) (year)

RESIGNED, SEALED AND REDELIVERED

by the Bank or its Agent, acting by its respective duly appointed Official, for and on behalf of the Assignor, pursuant to the within Power of Attorney

Re-Execution Clause by Bank Pursuant to Power of Attorney

The within named Bank of Ireland Mortgage Bank u.c. hereby re-assigns the within described Policy to the within named Assignor so that the said Policy (or policies) may be freed and discharged from all principal monies and interest and all claims and demands of the said Bank under the within written Assignment.

For and on behalf of **Bank of Ireland Mortgage Bank u.c.**

Dated: (day) of the (month) (year)

Note: Please sign and return this document to your Mortgage Specialist