



motorloan/ personal loan payment protection

Index

	Page
At a Glance	1
Cancellations and Refunds	5
Introduction to the Policy	6
 Section	
1. Definitions	8
2. Terms of Eligibility	11
3. Life Cover	13
4. Disability Cover	13
5. Involuntary Unemployment Cover	14
6. Critical Illness/Major Injury Cover	17
7. How To Claim	20
8. When Does Your Cover End?	22
9. Important Notes about Your Policy	22
10. Complaints Procedure	24
11. Underwriters	25

Bank of Ireland is regulated by the Financial Regulator.

This Product is sold by Bank of Ireland Insurance Services Limited. 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 Financial Regulator.

All the words that appear in **bold** shall have the meaning given to them in Section 11, Definitions.

Payment Protection Policy – At a Glance

This is an optional product

The Type of Cover offered is:

- **Disability (accident and sickness),**
- **Involuntary Unemployment,**
- **Critical Illness/Major Injury,**
- **Life**

Key Eligibility

At commencement

- Borrower is eligible if over 18 at the **start date** of the **term loan** agreement and under 65 years at the **end date** of the **term loan** agreement.
- In **full-time employment** (18 hours per week in Ireland or 16 hours per week in the **UK**).
- Must not know that any **disability, involuntary unemployment, major injury/critical illness** is likely to happen.

If the **term loan** is in joint names, only the first named person on the **term loan** is covered. However if the first named person is not eligible at the **start date**, their **spouse** can be nominated to be the policy holder, provided the **spouse** fits the eligibility criteria.

If **you** have any queries with regard to **your** eligibility, telephone: Financial Insurance Company Limited 061 737373.

Key Benefits

Disability (accident and sickness)

1. Pays one **monthly benefit** after 30 days - back dated to the first day a **doctor** certifies **you** unfit to **work**.
2. Repayments continue for each consecutive and complete period of 30 days of absence until:
 - **You** return to **work** or
 - **Term loan** ends, which ever is earlier
3. Maximum **monthly benefit** €2,500 for 60 months for any one claim.

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

Payment Protection – At a Glance

Involuntary Unemployment

1. Pays one **monthly benefit** after 30 days - back dated to the first day **you** were out of **work** provided **you** have the **term loan** for more than 90 days before being made **unemployed**.
2. **Monthly benefits** continue for each consecutive and complete period of 30 days of absence until:
 - **You** return to **work** or
 - **Term loan** ends, which ever is earlier
 - Subject to a maximum of 12 **monthly payments**To claim this benefit **you** must be **working** for at least 18 hours a week in Ireland or at least 16 hours a week in the **UK**. **You** are not covered if **unemployment** is a regular feature of **your** employment or **your** employment is seasonal.
3. Maximum **monthly benefit** €2,500 for 12 months for any one claim.

Critical Illness

1. Clears **outstanding balance** less arrears.
2. Clears **outstanding balance** in the event of the following illnesses as outlined in Section 6 “Critical Illness/Major Injury cover”:
 - Stroke
 - Cancer
 - Heart Attack
 - Coronary artery disease
3. Maximum benefit is €65,000.

Major Injury

1. Clears **outstanding balance** less arrears.
2. Clears **outstanding balance** in the event of the following:
 - **Loss of Limb**
 - **Loss of Sight**
3. Maximum benefit is €65,000.

Life

1. Clears **outstanding balance** less arrears in the event of **your** death, up to a maximum of €65,000.

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 Term Loan	Maximum Cover Limits
Disability (Accident/Sickness)	On signing of Term Loan Agreement and Payment Protection section	Not Applicable	Following 30 days of being absent from work a monthly benefit will be made	€2,500 per month €5,000 total loans
Involuntary Unemployment	On signing of Term Loan Agreement and Payment Protection section	Claims within first 90 days of the start date	Following 30 days of involuntary unemployment a monthly benefit will be made	€2,500 per month €5,000 total loans
Critical Illness/Major Injury	On signing of Term Loan Agreement and Payment Protection section	Not Applicable	Lump sum payment on diagnosis	€65,000 one loan €100,000 total loans
Life	On signing of Term Loan Agreement and Payment Protection section	Not Applicable	Lump sum payment in the event of death	€65,000 one loan €100,000 total loans

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. Full details of maximum cover limits are outlined in Section 7 - How to Claim.

Key Exclusions – At a Glance

- Self-inflicted injuries.
- **Normal pregnancy** is excluded-except where there is a pathological condition diagnosed by an obstetrician.
- Alcohol and drugs related illnesses.
- **Pre-existing conditions** are excluded where **you** have received medical advice, treatment or counselling for an illness in the 6 months prior to taking out this insurance. 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**.
- Stress or psychological illness is excluded-except where there is a psychiatric report from a **consultant** psychiatrist.
- Backache is excluded except where there is radiological evidence (an Xray) from a **consultant**.
- **You** must be in **full-time employment** and have **your term loan** for 90 days before **you** can claim involuntary **unemployment**. In addition **you** must be in **full time employment** continuously for 12 months immediately before **your employment** ending.

Please note that all exclusions are detailed in Sections 4, 5 & 6. If the **term loan** is in joint names, only the first named person on the **term loan** is covered. However, if the first named person is not eligible at the **start date** their **spouse** can be nominated to be the policy holder, provided the **spouse** fulfils the eligibility criteria.

If the **term loan** is entered into by only one person and that person is not **working** at the **start date** but has a **spouse** who fulfils the eligibility criteria, then the **spouse** shall be nominated as the policy holder. Only the **spouse** will be eligible to claim benefits under this policy.

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

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

For enquiries or claims see Section 7 – “How to claim”.

Cancellations and Refunds

1. If **you** are not satisfied with **your** cover, please write to **your Bank of Ireland** branch within 30 days of the **start date**. **Your** cover will be cancelled from the **start date** and **your premium** will be refunded in full.
2. **You** may cancel **your** payment protection policy at any time. Please write to/contact **your Bank of Ireland** branch. **You** will be requested to complete a cancellation form. Once the cancellation form is completed a refund of the unused portion of the **premium** will be made to **you** (subject to paragraph 4 below).
3. If **you** repay/close **your term loan** early and **you** have a payment protection policy, a refund of the unused portion of the **premium** may be made.
4. Refunds will not be made in the following circumstances:
 - Where the refund amount is €3.00 or less.
 - Where **you** have made a successful claim, or a claim is pending, on the policy.

Any refund may be paid through **Bank of Ireland**.

Refund amount

The amount **we** might have to pay in the event of a successful claim, or claims, is greater at the beginning of the policy than at the end. As a result, more of the insurance **premium** is used in the earlier months of the cover period than at the end and refunds are calculated to take account of this pattern.

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 agreement** carefully 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 **you** find **you** are not covered for something that **you** feel **you** have asked for, or if **your** circumstances change, please contact Genworth Financial, PO Box 602, Shannon, Co. Clare. 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.

Premiums

You have paid an upfront single **premium** for this insurance, and this may have been added to **your term loan account**. **Your** policy does not have a surrender value. The cost of the insurance is greater at the **start date** of the policy than at the **end date**.

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** policy will be cancelled 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.

You will be requested to complete a cancellation form. If **you** cancel **your** policy before its normal expiry, **we** will refund part of **your premium** (provided **you** have not made a successful claim or where a claim is pending on the policy).

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

If **you** repay/close **your term loan** early and **you** have a payment protection policy in place to protect **your term loan** repayments, a refund of the unused portion of the **premium** may be made.

Refunds will not be made in the following circumstances:

- Where the refund amount is €3.00 or less
- Where **you** have made a successful claim, or a claim is pending, on the policy.

Any refund may be paid through **Bank of Ireland**.

Refund amount

The amount **we** might have to pay in the event of a successful claim, or claims, is greater at the **start date** of the policy than at the **end date**. As a result, more of the insurance **premium** is used in the earlier months of the cover period than at the end and refunds are calculated to take account of this pattern.

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**, involuntary **unemployment**, or **major injury/critical illness** 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 7.

As shown on **your agreement**, **you** have cover for the benefits associated with the following; **disability** cover, involuntary **unemployment** cover, **critical illness/major injury** cover and life cover.

The policy terms and conditions apply if:

- **you** have chosen cover under this plan underwritten by New Ireland Assurance Company plc., trading as **Bank of Ireland** Life and Financial Insurance Company Limited, trading as Genworth Financial – called “**we**”, “**us**”, “**our**”; and
- **you** have paid the insurance premium.

Bank as Beneficiary

Bank of Ireland and its associated companies are the legal owner of the policy, however when a valid claim is to be

discharged the payment will be made to **Bank of Ireland** or its associated company via **your term loan** account and this will result in the repayment or the reduction of **your outstanding term loan**, depending on the benefit claimed. **Bank of Ireland** may apply the whole or any part of a refund in discharge of all or any part of **your outstanding term loan**.

1 Definitions

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

accident, accidental means a sudden unforeseen, unintentional, violent, external event, which happens after the **start date** and results in **your** bodily injury.

account means **your term loan** account with the **Bank of Ireland**.

agreement means the **term loan** agreement between **you** and **Bank of Ireland**.

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

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

critical illness/major injury means any one or more of the diseases or illnesses listed in Section 6.

disability means any **accident**, 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 practicing in Ireland or the **UK**. A **doctor** 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** explaining when **your** cover ends as set out in Section 8.

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 **premium**.

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.

loss of limb means the loss by permanent physical severance, or the total and irrecoverable permanent loss of use or function of, an arm at or above the wrist joint, or a leg at or above the ankle joint.

loss of sight means the total and irrecoverable loss of sight in one or both eye(s). This is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

monthly benefit means the **monthly payment** (up to a maximum of €2,500), as shown in **your agreement**. **We** will pay this direct to **Bank of Ireland** on **your** behalf for the credit of **your term loan**.

monthly payment means the standard amount (up to a maximum of €2,500), **you** are told at the **start date** **you** must pay every month under the **term loan**.

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 term loan agreement** up to a maximum of €65,000 for **major injury/critical illness** or life cover. This does not include any arrears, which **you** must pay, unless **we** agree otherwise.

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

premium means the premium **you** pay as a single one-off payment for this insurance. This premium may have been added to **your term loan account**.

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.

spouse means a persons legal partner in marriage or a person who has lived permanently with **you** for 24 months or more before the **start date**.

start date means the date shown in **your agreement**, which is the later of the following:

- The date the money is released under **your agreement**; or
- The date **we** accept **your** application for insurance; or

- The date on which **you** receive **your** policy document.

term loan means the **term loan agreement** between **you** and **Bank of Ireland**.

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

unemployed, unemployment means:

- not being in **full-time employment** (which includes helping, managing or carrying out any part of the day-to-day running of a business);
- 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 who has entered into the **term loan** with **Bank of Ireland** and who satisfies the eligibility criteria set out in Section 2 and is named as the policyholder.

we, us, our means Financial Insurance Company Limited, trading as Genworth Financial, for **disability**, involuntary **unemployment** and **critical illness/major injury** cover, and New Ireland Assurance Company plc, t/a **Bank of Ireland** Life for life cover.

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

2 Eligibility

A. Terms of Eligibility

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

- **You** are aged between 18 and 65 for the duration of the **term loan**; and

- **You** live and **work** in Ireland or the **UK**; and
- **You** are in **full-time employment**; and
- **You** are the first named person on the **term loan** at the **start date** if more than one person has taken out the **term loan**; and
- **You** must have a **term loan** with **Bank of Ireland**. This insurance is not transferable to any loan with another financial institution.

B. 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**. Claims will be accepted however 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 a new **term loan** is replacing an existing **term loan** and there is no time lapse between the two **term loans** then the **pre-existing condition** exclusion will only apply to the new **term loan agreement**.
- If the **term loan** is in joint names, only the first named person on the **term loan** is covered. However, if the first named person is not eligible at the **start date** their **spouse** can be nominated to be the policy holder, provided the **spouse** fulfils the eligibility criteria.
- If the **term loan** is entered into by only one person and that person is not **working** at the **start date** but has a **spouse** who fulfils the eligibility criteria, then the **spouse** can be nominated as the policy holder. In that instance only the **spouse** will be eligible to claim benefits under this 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 any impending involuntary **unemployment**.

3 Life cover

If **you** die during the **insured term**, **we** will pay **Bank of Ireland** the **outstanding balance** less any arrears of **monthly payments** (and less any accrued interest on such arrears) subject to a maximum of €65,000.

4 Disability cover

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 30 days in a row, **you** will be entitled to one **monthly benefit**. 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
- **We** have paid no more than 60 **monthly benefits** for one or more claims; or
- €75,000 in total **monthly benefits** for **disability** or involuntary **unemployment** has been paid; or
- The **outstanding balance** has been paid.

We will consider the first day of **disability** as the day a **doctor** certifies that **you** are **disabled** and 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 the **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 **major injury/critical illness** benefit for any period that **you** are entitled to **disability** or involuntary **unemployment** benefit, and vice versa.

Disability cover exclusions

We will not pay a **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 **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); 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;
 - 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.

5 Involuntary Unemployment cover

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 30 days in a row, **you** will be entitled to one **monthly benefit**. 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
- **We** have paid no more than 12 **monthly benefits** for any one claim; or
- €75,000 in total **monthly benefits** for involuntary **unemployment** or **disability** has been paid; or
- The **outstanding balance** has been paid; or

When paying **your** claim, **we** will consider the 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 **major injury/critical illness** or **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 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 **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.

6 Critical illness/Major Injury cover

We will pay the **outstanding balance** (less any arrears of **monthly payments** and less any accrued interest on such arrears up to a maximum of €65,000) if **you** are **working**, or on statutory maternity leave (not any extended leave provided by **your** employer), and **you** suffer one of the following **critical illnesses/major injuries**.

Heart attack

The death of heart muscle, due to inadequate blood supply, and causing, among other things, the following.

- Typical symptoms (for example, chest pain).
- Changes shown on an electrocardiogram (ECG, a record of the heart's activity).

Stroke

Death of brain tissue due to inadequate blood supply to the brain, or a haemorrhage (leak of blood from a ruptured blood vessel) within the skull, resulting in permanent damage.

Major organ transplant

Receiving a transplant of bone marrow or a complete heart, kidney, liver, lung, or pancreas, or being included on an official waiting list for such a transplant.

Kidney failure

End stage failure of both kidneys meaning that regular dialysis is necessary.

Cancer

Any malignant tumour positively diagnosed and showing the uncontrolled growth and spread of malignant cells that invade other tissue. The term malignant tumour includes leukaemia, lymphoma, sarcoma and Hodgkin's disease, but not the following.

- Pre-malignant cells or tumours (ones that are not yet cancerous but could develop into cancer, for example, essential thrombocythaemia and polycythaemia rebra vera)
- Non-invasive cancer 'in situ'
- All tumours of the prostate unless classified as having a Gleason score of greater than six or having progressed to a TNM classification of at least T2N0M0
- Chronic lymphocytic leukaemia unless classified as having progressed to at least Binet Stage A.
- Any skin cancer other than malignant melanoma that has not spread beyond the epidermis (outer layer of skin).

We may, at **our** expense, ask **our** chief medical officer to confirm **your major injury** or **critical illness**.

Coronary artery disease

A condition leading to the need for bypass grafts to correct narrowing or blockage of one or more coronary arteries. That surgery must involve median sternotomy (surgery to divide the

breastbone) and be carried out on the advice of a consultant cardiologist.

Loss of limb

The loss by permanent physical severance, or the total and irrecoverable permanent loss of use or function of, an arm at or above the wrist joint, or a leg at or above the ankle joint.

Loss of Sight

The total and irrecoverable loss of sight in one or both eye(s); this is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Critical Illness/Major Injury cover exclusions

We will not pay **critical illness/major injury** benefits for any **critical illness/major injury** arising from or in connection with any of the following.

- 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 **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); or
- Transient ischaemic attacks (temporary paralysis, numbness, speech difficulty or other symptoms relating to the brain that start suddenly and disappear within 24 hours); or
- Injury to brain tissue or blood vessels; or
- Other heart conditions including but not limited to angina; or
- Transplant of any other organs, parts of organs, tissues or cells; or
- A condition that, in the opinion of a **consultant**, results from Human Immune Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS); 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).

7 How to claim

- **Ask for a claim form**

You (or **your** personal representative for a life claim) 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 (or **your** personal representative for a life claim) 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** (or **your** personal representative for a life claim) 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**, involuntary **unemployment**, or **critical illness/major injury** 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.

- **Change of claim**

Please contact Genworth Financial if **you** are receiving **disability** benefits and are then made **unemployed** or if **you** are receiving **unemployment** benefits and **you** then become **disabled**. The change in circumstances may affect **your** claim. If during a valid **unemployment** claim **you** have a valid claim for **disability we** will take into account any **unemployment** benefits already paid to **you** before **we** pay **you** any **disability** benefits subject to a maximum in total of 60 **monthly benefit** payments (up to a maximum of €75,000). **We** will pay **monthly benefits** direct to **Bank of Ireland** on **your** behalf for the credit of **your term loan**.

- **We** may ask **you** to attend an Independent Medical Examiner at **our** expense.
- **We** will only pay one type of benefit (life, **disability**, involuntary **unemployment**, or **major injury/critical illness** at any one time.
- The maximum benefit payable for **your** death or **major injury/critical illness** under this policy will not be more than €65,000.
- The maximum combined benefit payable for **your** death or **major injury/critical illness** under this policy or any other of **our** Motorloan/Personal Loan payment protection policies sold by **Bank of Ireland** will not be more than €100,000.
- The maximum combined benefit payable for any single one incident of **disability**, 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 than €75,000 in total.
- The maximum combined benefit payable for **disability** or involuntary **unemployment** under this policy or any other of **our** motorloan/personal loan payment protection policies sold by **Bank of Ireland** will not be more than €2,500 each month and the maximum aggregate benefit that **we** will pay **you** each month is €5,000.
- The maximum aggregate benefit payable for life, **major injury/critical illness, disability**, involuntary **unemployment** or hospitalisation 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 than €100,000 in total.
- When a valid claim is to be discharged the payment will be made to **Bank of Ireland** via **your term loan** account and this will result in the repayment or reduction of **your** outstanding **term loan**, 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.

8 When does cover end?

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

- if **you** die; or
- if **you** reach 65 or permanently retire before then (**you** should write to Genworth Financial, PO Box 602, Shannon, Co Clare if **you** permanently retire before **you** reach 65 requesting **your** policy be cancelled); or
- when **your term loan** ends; or
- on the day before the seventh anniversary of the **start date**; or
- the date on which a life, **critical illness/major injury** claim is paid; or
- the date **your** last **monthly payment** is due under the original terms and conditions of **your term loan**; or
- the date when all amounts (less any arrears) have been paid under **your term loan**; or
- when **your** cover is cancelled by us or by **you**.

9 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** policy will be cancelled 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** cancel **your** policy before its normal expiry, **we** may, at **our** discretion, refund part of **your premium** (provided **you** have not made a successful claim or where a claim is pending on the policy). **Your** policy does not, however, have a surrender value.

Refunds will not be made in the following circumstances:

- Where the refund amount is €3.00 or less

- Where **you** have made a successful claim, or a claim is pending, on the policy.

The amount **we** might have to pay in the event of a successful claim, or claims, is greater at the **start date** of the policy than at the **end date**. As a result, if a refund is offered, the amount will be calculated to take account of the way the risk changes. Any refund may be paid through Genworth Financial. **Bank of Ireland** may apply the whole or part of a refund in discharge of all or any part of **your** outstanding **term loan**

- 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), it's 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.

10 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.

11 Underwriters

Disability, involuntary **unemployment** and **critical illness/major injury** cover is arranged by **Bank of Ireland** Insurance Services and is underwritten by Financial Insurance Company Limited, trading as Genworth Financial, (incorporated in England No.1515187.) Registered in Ireland No. E902818. Limited by shares.

Financial Insurance Company Limited is limited by shares whose registered office is 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 (FICL) is authorised and regulated by the Financial Services Authority (registered number 202639). The conduct of FICL's business in Ireland is subject to the supervision of the Financial Regulator.

Life cover is underwritten by New Ireland Assurance Company plc, t/a **Bank of Ireland** Life. Registered Office: 11-12 Dawson Street, Dublin 2.

New Ireland Assurance Company plc is regulated by the

Financial Regulator.

Bank of Ireland is a tied Insurance agent of New Ireland Assurance Company plc. **Bank of Ireland** Registered No. C-1 Registered office: **Bank of Ireland** Head Office, 40 Mespil Road, Dublin 4 **Bank of Ireland** is regulated by the Financial Regulator.

Policy information

If you would like this policy in large print, in Braille or on audiotape, please phone the disability helpline 1890 818 768 (text phone 1890 818 769).

1890 604 604
www.bankofireland.ie

