

MORTGAGE PROTECTION INSURANCE (MPI) SCHEME FOR LOCAL AUTHORITY BORROWERS

Group Disability Benefit Policy Conditions

To which Office alone Notices affecting the Policy may be sent:

New Ireland Assurance Company plc.
5-9 South Frederick Street,
Dublin 2

T: 01 617 2000 F: 01 617 2075

E: info@newireland.ie W: www.newireland.ie

New Ireland Assurance Company plc is regulated by the Central Bank of Ireland. A member of Bank of Ireland Group.

MORTGAGE PROTECTION INSURANCE (MPI) SCHEME FOR LOCAL AUTHORITY BORROWERS

The Grantee named in the Schedule has made to Comhlucht na hÉireann um Árachas cpt/New Ireland Assurance Company plc (the "Company") a Proposal and Declaration for the insurance described in the Policy.

The Proposal and Declaration, together with any statement made to the Company and any medical statement made to the Company's medical examiner in connection with the Proposal, form the basis of the contract.

Subject to payment of the Premiums (as defined in the Policy), the Company grants the insurance described in the Policy.



Michael Murphy
Managing Director
New Ireland Assurance Company plc

Comhlucht na hÉireann um Árachas, cpt/New Ireland Assurance Company plc
Registered in Dublin, Ireland, Registered No.7336.
Registered Office: 5-9 South Frederick Street, Dublin 2.

**GROUP DISABILITY INSURANCE
POLICY SCHEDULE**

AGENT

Cornmarket Group
Financial Services Ltd

ISSUE DATE

21 December 2022

POLICY NUMBER:

V000096E/D

SCHEDULE

GRANTEE:

Local Government Management Agency

SCHEME NAME:

Mortgage Protection Insurance (MPI)
Scheme for Local Authority Borrowers

COMMENCEMENT DATE:

01 January 2023

RENEWAL DATE:

01 January

PREMIUM DUE DATE:

01 January 2023 and annually thereafter

PREMIUM PAYMENT METHOD

Electronic fund transfer

UNIT RATE

0.1562% of the outstanding capital
balance of the Loan (as defined in this
Policy) per annum

UNIT RATE EXPIRY DATE:

31 December 2027

POLICY PROVISIONS

FIRST SCHEDULE

1.1 DEFINITIONS

Agent

Cornmarket Group Financial Services Limited

Agreement

The agreement entered into when a Mortgage or admission to a Shared Ownership Scheme is granted by a Creditor to a Borrower (or Borrowers as the case may be), to protect the Borrower's repayments to the Creditor.

Application

Any original or subsequent application forms, declarations, communications, information and statements (medical or otherwise) completed or provided to us or our medical examiner by the Agent, the Grantee and/or an Insured Person in connection with the Policy.

Benefit

In respect of an Insured Person, the Disability Benefit as applied for by you from time to time, accepted by us and in respect of which Premiums are paid to this Policy.

Borrower

Any person who has entered into an Agreement.

Commencement Date

The date stated as such in the Schedule to the Policy.

The Company

New Ireland Assurance Company plc is the Company that has issued the Policy. Wherever the words "our", "we", "us", "the Insurer" and "the Company" are used in the Policy they refer to New Ireland Assurance Company plc.

Creditor

A Local Authority of Ireland, for the purposes of the Local Government Act 2001, which granted the Loan, or if the Local Authority which issued the Loan is no longer the Local Authority administering the Loan, the Local Authority which at the relevant date is administering the Loan.

Days of Grace

Two calendar months' grace, or such extended time as we in our discretion may allow in writing, is allowed for the receipt of each Total Premium.

Deferred Period

A Period of Disability of 90 consecutive days, commencing in relation to each Insured Person not earlier than the date on which their Disability commenced.

Disability Benefit

In respect of an Insured Person, a monthly amount equal to the monthly repayment in relation to:

- (a) The amount principal /capital of the insured Mortgage outstanding or the amount of any Shared Ownership Loan at the date the Company admits the claim for Benefit; and
- (b) Any top up or capitalised restructuring of an original Loan agreed between the eligible Borrower and the Creditor if covered by a new Application and revised Premium at the time the Loan increase is agreed,

excluding any arrears/underpayment due in relation to the Loan in each case, or

any other amount, as proposed by you from time to time, and accepted by us, in respect of which Premiums are paid to this Policy in each case.

The Benefit in payment will not change save for changes in interest rates in relation to the Loan. Once the Benefit is in payment outside of the annual adjustment by the Company in January each year, any change in the Benefit being paid due to a change in interest rates in relation to the /Loan will be limited to one change per annum.

Disabled

An Insured Person is disabled if in the opinion of the Company he is, by reason of illness or injury totally unable to engage in the duties of his Normal Occupation and is not engaged in any other occupation or activity whether part-time or full-time in any capacity for remuneration, profit or reward whatsoever. Disability shall have a corresponding meaning.

Eligibility Conditions

Each Borrower who is at Work, resident in the Property, and falls into one of the following categories:

- (a) Borrowers who have drawdown a Mortgage, and were aged 18 years or over and under age 70 at the time of drawdown;
- (b) Borrowers who are aged 18 years or over and under age 60, and who are applying for cover under the Policy in relation to their Shared Ownership Loan; or
- (c) Borrowers who are applying for cover, or have obtained cover under the Policy, in relation to their Shared Ownership Loan, and are seeking additional cover in respect of any arrears that are capitalised and rolled into a single annuity loan under a shared ownership restructuring loan from a Creditor, and are aged 18 years but less than 60 years.

Borrowers on unpaid or paid maternity leave are eligible to apply to be included for a Benefit under the Policy. Borrowers on statutory maternity, adoptive, parents and paternity leave are eligible to apply to be included for a Benefit under the Policy. Borrowers on career break, carer's leave, parental leave or any other form of unpaid leave are not eligible to be included for a Benefit under the Policy.

Any Borrower who previously availed of an opt-out to cease cover under the Policy or previously ceased to be an Insured Person will not be permitted to become an Insured Person under the Policy.

Expiry Date

In respect of each Insured Person the earliest of:

- (i) the date on which the outstanding balance of the Loan is zero,
- (ii) the date agreed between the Creditor and the Insured Person for the final repayment of the Loan,
- (iii) the date on which the Insured Person's obligations under the Loan are terminated or are assigned or transferred by the Insured Person to a third party,
- (iv) the date on which it comes to the Company's attention that the Insured Person supplied false information to the Creditor, the Company or their agents,
- (v) an Insured Person's 65th birthday,
- (vi) the date on which Premiums cease to be paid by or in respect of the Insured Person (other than where provided for under Conditions 2.2 or Condition 7, or for any other reason which has been notified to and accepted by the Company),
- (vii) the date on which the Insured Person ceases to satisfy the Eligibility Conditions,
- (viii) the date of execution of an order for repossession of the Property;
- (ix) the date on which the Insured Person is no longer resident in the Property;
- (x) an Insured Person's date of death, or
- (xi) the date on which the Company terminates the Policy.

Grantee

The Grantee named in the Policy Schedule.

Insured Person

Each Borrower satisfying the Eligibility Conditions in respect of whom an application for insurance under the Policy has been made to and accepted by the Company and means such person only so long as:

- (1) they are a Borrower who continues to be resident in the Property,
 - (2) they are at Work, (except where otherwise agreed by the Company); or
 - (3) they are experiencing Disability as a result of which Benefit is being paid or would be payable if the Disability were to be sufficiently prolonged;
 - (4) they have not achieved/attained their Expiry Date;
- and
- (5) Premiums have been paid by the Insured Person and received by the Company when due.

Provided that a person shall cease to be an Insured Person for all purposes of the Policy on the Expiry Date.

Whenever the words "you", or "your", are used in the Policy they refer to the Insured Person.

Ireland

The Republic of Ireland.

Loan

A Mortgage or a Shared Ownership Loan, as the case may be, which is the subject of the Insured Person's Agreement.

Medical Physician

A legally qualified and duly licensed physician or psychotherapist registered with the Irish Medical Council or with a similar body abroad who is not a relative of the Insured Person. Non-registered physicians deemed qualified by the Company will be also be Medical Physicians.

Mortgage

A mortgage granted by a Creditor to a Borrower, in relation to a Property, and for which Creditor and Borrower have entered into an Agreement.

Normal Occupation

In respect of an Insured Person his occupation, which could include their occupation in a self-employed capacity, as proposed to and accepted by the Company, which includes any occupation which in the opinion of the Company, the Insured Person's experience, education or training may reasonably qualify them to do.

Notice

Notice in writing received by us at our Registered Office. Subject to the Policy Conditions, Notice will be given effect on the date, if any, specified in the Notice provided it is received within such time as will reasonably enable us to give effect to such Notice. In all other circumstances Notice will be given effect as soon as reasonably possible thereafter.

Policy

This Policy.

Period of Disability

Any period of continuous absence from Work due to Disability commencing on a date not earlier than the Risk Commencement Date on which an Insured Person is first absent from Work and ending with the earliest of the Insured Person's recovery from Disability, return to Work or the Expiry Date.

Premium

Per Insured Person is the Unit Rate specified on the Schedule.

Premium Due Dates

The dates stated in the Schedule or such other dates as we may agree to in writing for the payment of Total Premiums to the Policy unless otherwise agreed by the Company.

Premium Payment Method

The method for payment of the Total Premiums stated in the Schedule.

Proof

Proof satisfactory to the Company, received at our Registered Office free of expense to us.

Property

The property which is the subject of the Insured Person's Agreement.

Registered Office

New Ireland Assurance Company plc, 5-9 South Frederick Street, Dublin 2.

Renewal Date

The Renewal Date stated on the Schedule or such other date as the Grantee shall agree with us in each year.

Risk Commencement Date

The start date of cover for an Insured Person, which is the date of the drawdown under their Loan, provided that the required Premiums have been paid and received by the Company in a timely manner in respect of that Insured Person. The Risk Commencement Date for an Insured Person cannot be earlier than the Commencement Date.

Schedule

The Schedule located on page 3 which forms part of the Policy. Changes to the Policy arising after the Commencement Date as a result of the exercise of an option under the Policy Conditions or otherwise shall be deemed to have amended the Schedule and the Policy without such changes necessarily having been endorsed on the Policy.

Shared Ownership Loan

A loan repayable by a Borrower(s) to a Creditor under a Shared Ownership Scheme, and for which the Borrower(s) and Creditor have entered into an Agreement.

Shared Ownership Scheme

A scheme provided by a Creditor, entailing shared ownership of a Property by each of the Creditor and the Borrower(s), involving a combination of an annuity loan and a rental equity balance, and established to enable the Borrower(s) to eventually have full ownership of the Property.

Statutory Leave

Leave, whether paid or unpaid, under the terms of the Parental Leave Act 1998 (as amended), the Adoptive Leave Act 2005, the Maternity Protection Act 1994 (as amended), the Carer's Leave Act 2001, the Paternity Leave and Benefit Act 2016 and the Parent's Leave and Benefit Act 2019 during which the Insured Person is permitted to be absent from their Normal Occupation.

Total Premiums

The aggregate of the Premiums payable by or in respect of the Insured Persons under this Policy.

Unit Rate

Up to the Unit Rate Expiry Date, the Unit Rate specified on the Schedule and thereafter the rate determined by the Company and notified to the Grantee.

Unit Rate Expiry Date

31 December 2027 or such other date as may be determined by the Company and notified to the Grantee.

Work

An Insured Person is at Work if they are gainfully employed by engaging in an activity for remuneration, reward or profit, including the following:

- their Normal Occupation;
- any work their experience, education or training may reasonably qualify them to do; and

- if they are self-employed: assisting, managing and/ or carrying out any part, whatsoever, of the running of their business.

1.2 Throughout the Schedule and this Policy, unless the context otherwise requires:

- (a) words importing the male sex shall be construed as including the female sex and vice versa,
- (b) words importing the singular shall be construed as including the plural and vice versa,
- (c) all references to an Act or Acts refer to Statutes of the Oireachtas, and include any statutory amendment or re-enactment of any such Statute for the time being in force and any regulations made thereunder,
- (d) reference to a Schedule means the Schedule for this Policy and reference to a Condition means a Condition in this Policy, and
- (e) headings are for convenience of reference only and are not to be construed as part of the Schedule or the Policy.

SECOND SCHEDULE

CONDITIONS

1. LEGAL BASIS AND PROOF OF CLAIM

1.1 The insurance in respect of an Insured Person is conditional upon full, honest and careful disclosure in the Application and any medical statement(s) required. The Application forms the basis of this contract. This Policy contains all the terms of the contract and the Company accepts liability solely in accordance with its terms. We will not be liable in respect of any alleged condition, warranty, representation or statement whatsoever differing from these terms, whether express or implied or whether collateral or otherwise.

1.2 The Grantee, the Agent and the Insured Person shall, within such time as the Company shall deem reasonable, provide us with all such data, information and evidence as we may reasonably require upon or with regard to the happening of any event affecting or relating to any insurance under the Policy and we shall not be liable for the results of any errors or omissions in any data, information or evidence so provided.

1.3 If any data, information or evidence:

- (i) is not supplied by the Grantee, the Agent and/ or the Insured Person, or
- (ii) is not supplied by the Grantee, the Agent, and/ or the Insured Person within such time as we have reasonably requested, or
- (iii) proves to be incomplete, inaccurate, or otherwise with errors or omissions, or
- (iv) shows that data, information or evidence previously supplied was inaccurate,

We may at our absolute discretion:

- (a) decline a request for insurance of Benefit;
- (b) defer the acceptance of a request for such insurance ;
- (c) accept a request for insurance, subject to such exclusions, limits and terms and conditions as we may in our absolute discretion determine;
- (d) alter the amount of or the terms applicable to, or withhold, reduce or cease payment of, any Benefit payable under this Policy;
- (e) refuse to pay a claim under this Policy;
- (f) cancel the insurance in respect of one or more of the Insured Persons; or
- (g) obtain repayment from the Insured Person or their legal personal representatives, of any Benefit paid by us in respect of one or more of the Insured Persons;

and any Premiums paid and rights under the Policy in respect of such Insured Person may be forfeited to us.

- 1.4 Payment of any Benefit is conditional upon:
- (i) delivery to us of the Policy and such form of legal discharge as we may require;
 - (ii) Proof of:
 - (a) the age of the Insured Person,
 - (b) the Normal Occupation of the Insured Person;
 - (c) the monthly repayment of the Loan,
 - (c) the occurrence of the event giving rise to the claim,
 - (d) Application and acceptance for a Benefit under the Policy,
 - (e) the veracity of the statements and declarations provided to us and our medical examiner in the Application,
 - (f) full, honest and careful disclosure of information in connection with the commencement or continuation of insurance under this Policy or in connection with any claim under the Policy has at all times been made,
 - (g) the legal title of the claimant, and
 - (h) any such evidence required by the Company to validate the claim.
 - (iii) Payment in full of the Premium due in respect of the Insured Person;
 - (iv) Payment in full of the Total Premiums due; and
 - (v) the provisions of this Policy.
- 1.5 The Insured Person shall submit a fully completed claim form to notify the Company of the commencement of a Period of Disability within one month of commencement of the Disability. The Company recommends that claims are notified as soon as possible after the event as a delay in notification may prejudice the Company's ability to properly assess the claim.
- 1.6 Where a Loan is to be repaid jointly by multiple Insured Persons, payment of a Benefit in respect of one of those Insured Persons shall satisfy all of our obligations in respect of the other Insured Persons also, and they will not be eligible to claim a Benefit under the Policy, whilst the payment of a Benefit to that Insured Person continues.
- 1.7 In the event that any one or more of the Conditions of this Policy shall be invalid or unenforceable, the validity and enforceability of the remaining provisions contained in the Policy shall not in any way be affected and the Policy shall apply as if the invalid and/ or unenforceable provisions had not been included.
- 1.8 The Premium and Benefit insured under the Policy shall be expressed and payable solely in the currency of the Republic of Ireland. In the event that the Premium and any Benefit payable under the Policy relates to a currency other than the currency of the Republic of Ireland, we shall not be obliged to make any allowance for fluctuations in exchange rates.
- 1.9 In accordance with Section 93 of the Insurance Act 1936 it is understood and agreed that all monies which become or may become due and payable by us under this Policy shall be payable and paid in the Republic of Ireland at our Registered Office.
- 1.10 The Policy shall be governed by the laws of Ireland. The courts of Ireland shall have exclusive jurisdiction in relation to all matters arising under or in connection with the Policy.

2. PAYMENT OF PREMIUMS

- 2.1 Total Premiums are payable on the Premium Due Dates in accordance with the Premium Payment Method as stated in the Schedule or in such manner as we may approve in writing and notify to the Grantee or Agent from time to time.

An annual return, in a form prescribed by the Company and notified to the Grantee, will be submitted to the Company by the Grantee, which gives details of the Borrowers and the capital outstanding on their Loans, excluding arrears/underpayment, as at 1 January each year. The annual Total Premiums as calculated in accordance with the Policy provisions will be forwarded to the Company by the Grantee together with the annual return on 31 January each year. The Company will use this information to calculate the Total Premiums, which it will confirm to the Grantee. A monthly return in the format prescribed by the Company to show new Loans issued or restructured and redeemed during each month will also be sent by the Grantee to the Company. A Premium to provide cover on new Loans until the next annual Premium Due Date, less credit for redeemed Loans will accompany each monthly return. The Company will then use that information to confirm the amount of any such Premium to the Grantee, which shall then be payable by the Grantee. Monthly returns must be submitted to the Company within 30 days of each month end.

2.2 Waiver of Premiums

Premiums in respect of an Insured Person shall be waived until the earliest of:

- The end of the period during which the Insured Person is in receipt of Disability Benefit
- The Insured Person recovering from Disability (or being deemed by the Company to have so recovered); and
- The return to Work of the Insured Person.

- 2.3 If we do not receive part or all of the Premiums due in respect of an Insured Person on the Premium Due Date or within the Days of Grace, the Insured Person shall, unless we otherwise agree in writing, be deemed to have discontinued payment of Premiums under the Policy, and

- (i) the membership of the Insured Person under the Policy shall lapse on the earlier of the expiry of the Days of Grace and the Expiry Date,
- (ii) all our liability under this Policy in relation to that Insured Person will cease with immediate effect on and from that date, and
- (iii) that person shall immediately cease to be an Insured Person and no Benefit shall be payable or paid.

With the Company's prior approval, insurance cover of the Insured Person under the Policy may be revived not later than one year from the due date of the last unpaid Premium in respect of that Insured Person.

- 2.4 If the Grantee or Agent fails to remit to the Company or the Company fails to receive part or all of the Total Premiums on the Premium Due Date or within the Days of Grace then unless we otherwise agree in writing the Grantee will

be deemed to have discontinued payment of Total Premiums under the Policy, and

- (i) The Policy shall lapse on the earlier of the expiry of the Days of Grace and the Expiry Date,
- (ii) All our liability in respect of the Policy will cease with immediate effect on and from that date, and
- (iii) All persons shall cease to be Insured Persons and no Benefit shall be payable or paid under the Policy.

With the Company's prior approval, the Policy may be revived not later than one year from the due date of the last unpaid Total Premium.

- 2.5 The Grantee may with our written consent and subject to such terms, restrictions and requirements as we may determine from time to time, alter the frequency of the payment of Total Premiums.
- 2.6 If payment of a Premium in respect of an Insured Person is discontinued and not pre-agreed with the Company, whether as a result of the discontinuance of payment of Total Premiums under Condition 2.4 or otherwise, the Benefit in respect of that Insured Person will lapse on the earliest of:
- (i) the expiry of the Days of Grace;
 - (ii) the Expiry Date; and
 - (iii) the date notified by the Grantee or Agent to us that the insurance of such Benefit under the Policy is to cease;
- and all our liability in respect of such Benefit and/or Insured Person will cease with effect on and from that date.
- 2.7 We reserve the right at our sole discretion to change the Premium Payment Method. Any such change will be notified in writing to the Grantee in advance of the change being made.
- 2.8 In addition to the other provisions of the Policy, the Company reserves the right to amend the Premium or cancel the Policy upon the occurrence of any one or more of the following events:
- (i) a change in the Policy Conditions or the Schedule;
 - (ii) a change of 20% or more in either:
 - (a) the insured Benefit in respect of Insured Persons;
 - (b) the total number of Insured Persons;
 - (iii) the introduction of a new category of Insured Persons;
 - (iv) a fall in the number of Insured Persons as provided for in Condition 10.4;
 - (v) a change in benefit structure/eligibility conditions;
 - (vi) any change in legislation or regulation as provided for in Condition 10.2; or
 - (vii) the Unit Rate Expiry Date.
- 2.9 In addition to the other provisions of the Policy, the Company may, with the prior agreement of the Grantee, revise the Premium from 1 January 2025 if there has been an increase or decrease, as the case may be, of over 20% in the number of claims paid under the Policy per annum per 100 Insured Persons, for the period of the years 2023 and 2024 together, when compared to the comparable data provided by the Grantee prior to or as part of the

Application, for the period of the years 2017 to 2021 inclusive, in respect of the group insurance policy which preceded the Policy.

- 2.10 In addition to the other provisions of the Policy, the Company may, with the prior agreement of the Grantee, revise the Premium from 1 January 2025, if there has been a decrease of over 20% in the number of Insured Persons compared to the number of Insured Persons as at 1 January 2023.

3. PAYMENT OF BENEFIT

- 3.1 Subject to the provisions of this Policy, during a Period of Disability of an Insured Person and following the expiry of the Deferred Period the Company shall pay a Disability Benefit in respect of the Insured Person to their Creditor, less any applicable taxes. Such payment shall be effective from the end of the Deferred Period provided the claim in respect of the Insured Person has been received and accepted by the Company. Payment shall be made by monthly instalments in arrears until the earlier of the cessation of the Period of Disability and the Expiry Date. No Benefit shall be paid in respect of the first 60 days of the Period of Disability.

- 3.2 Payment of any Benefit under this Policy shall be subject to

- (i) Production free of expense to the Company of such medical certificates or other evidence satisfactory to the Company of the Insured Person's Disability or continuing Disability which forms the basis of the claim for Benefit under this Policy and of such other evidence as the Company requires; and
- (ii) the Insured Person undergoing medical examination at any time by a medical doctor appointed by the Company at its expense;
- (iii) Proof of earnings and other relevant occupational details from the Insured Person's Normal Occupation satisfactory to the Company;
- (iv) Proof satisfactory to the Company that the Insured Person satisfied the Eligibility Conditions at the commencement date of each Period of Disability contributing to the calculation of the Deferred Period;
- (v) Proof of identification and age of the Insured Person;
- (vi) the Insured Person continuing to receive regular treatment and care in relation to their Disability, from a Medical Physician during the Period of Disability; and
- (vii) Any other Proof requested by the Company, as required by the Company to process the claim for the Benefit.

- 3.3 Disability Benefit shall be payable until the earliest of:

- (i) the date the Insured Person is, in the Company's opinion, capable of resuming his Normal Occupation;
- (ii) the date the Insured Person resumes his Normal Occupation;
- (iii) the date the Insured Person, in the Company's opinion, is no longer entitled to Disability Benefit due to the Insured Person's failure to follow the advice of the Insured Person's own or any other medical practitioner; and
- (iv) the Expiry Date.

- 3.4 Where the Disability arises from chronic fatigue syndrome, myalgic encephalomyelitis, anxiety, stress, low mood, depression or any other mental or functional somatic disorder, the Company will only pay the Disability Benefit for a maximum period of 24 months in total for the duration of the Insured Person's period of inclusion in the Policy.

- 3.5 Where the Insured Person has returned to their Normal Occupation following a Period of Disability and payment of the Disability Benefit in respect of them has ceased, successive Periods of Disability from the same cause separated by less than 6 calendar months will be treated as a single Period of Disability subject to a single Deferred Period and will be regarded as a continuation of the same Disability.
- 3.6 Where the Insured Person has had a claim accepted for Disability Benefit the liability of the Company will be fixed at that date the claim was accepted and will not change, save for interest rate changes in relation to the Loan. Once Benefit is in payment, outside of the annual adjustment in January each year, changes in Benefit due to interest rates under the Loan will be limited to once per annum. The Creditor will be responsible for ensuring that the balance outstanding on the Loan reduces accordingly. Premiums will be calculated on the reduced sum assured and the Company will not be responsible for increases in Benefit where the Creditor has entered into a new Agreement following acceptance of the claim for Disability Benefit.
- 3.7 The Company will cease to medically review Benefits in payment for 10 continuous years at the Benefit's 11th annual payment anniversary. Financial reviews will continue for the duration of the Benefit in payment.
- 3.8 In the event that the Company pays a Benefit in respect of an Insured Person which is in excess of the amount due under the Policy, the Company may offset the amount overpaid against future Benefits due in respect of the same Insured Person. The Company will notify the Grantee if this happens.

4. RIGHT OF APPEAL

Where we decline a claim for a Benefit, the Grantee, the Agent, the Insured Person, or the Insured Person's legal personal representative may by Notice appeal the decision to us no later than 3 months from the date of the letter issued by the Company advising the claim has been declined. Upon receipt of Notice of such an appeal, we shall review our decision in accordance with our internal appeals handling procedures, details of which are available from us.

5. STATUTORY LEAVE

During a period of paid Statutory Leave cover in respect of an Insured Person will be maintained under the Policy provided that Premiums continue to be paid by the Insured Person and the Company receives such Premiums when due.

6. EXCLUSIONS

- 6.1 No Benefit will be paid where Disability is caused or contributed to by the Insured Person taking part in any riot, civil commotion, uprising or war (whether declared or not) or any related act or incident, unless the Insured Person was carrying out their duties as a member of the Irish Defence Forces or as a member of the Gardaí or as a member of the Garda Reserve or as a member of voluntary emergency services.
- 6.2 In addition no Benefit will be paid where Disability is caused or contributed to by any of the following:

- (i) attempted suicide or intentional self-inflicted injury by the Insured Person; or
- (ii) the Insured Person's participation in a criminal act; or
- (iii) any disorder of the back, neck or spine of the Insured Person, unless there are definite clinical findings to the Company's satisfaction that prove injury or disease sufficient to cause Disability, or any degenerative changes.

6.3 No Benefit will be payable if the Disability occurs while the Insured Person has been travelling outside of Ireland for longer than 13 continuous weeks. If the Insured Person is carrying out their duties as a member of the Defence Forces, or the Gardaí, or as a member of the Garda Reserve, or as a member of voluntary emergency services on United Nations sanctioned duty, the travel exclusion in this Condition 6.3 will not apply to the Insured Person's claim for Benefit.

7. WAIVER OF PREMIUMS

In the event of an Insured Person being in receipt of the Disability Benefit, no Premiums shall be payable in respect of such Insured Person until the cessation of the Period of Disability.

8. NON-ASSIGNMENT

No Benefit payable or to be paid under this Policy shall be assigned and any purported assignment of Benefit shall render insurance in respect of that Insured Person void.

9. COMPLAINTS AND THE OMBUDSMAN

9.1 Complaints and disputes arising in connection with the Policy, shall be resolved within our internal complaints handling procedures, details of which are available from us.

9.2 Complaints and disputes arising in connection with the Policy, which cannot be resolved within our internal complaints handling procedures, may be referred to the Financial Services and Pensions Ombudsman for adjudication. Details of the services provided by the Financial Services and Pensions Ombudsman may be obtained from the Company.

10. VARIATION AND ENDORSEMENT OF POLICY, TAXATION AND LEGISLATION

10.1 The Company reserves the right to vary any of the terms of the Policy from time to time upon giving the Grantee prior written notification of our intention to do so and to apply such variation on and from the next Renewal Date. No variation in the terms of this Policy shall bind us unless produced in writing and signed by a duly authorised official of the Company.

10.2 In the event of any change in taxation or other legislation affecting either us, the Premiums or the Benefit payable under the Policy, such alterations as are considered necessary by us to take account of such change will be made to the terms of the Policy and notified to the Grantee.

- 10.3 We reserve the right to require that the Policy be delivered at any time at our Registered Office for endorsement by us as to the effecting of any change in its terms.
- 10.4 The Company reserves the right to terminate the Policy (without affecting any Benefit already in payment at the date of termination) if the number of Insured Persons does not reach the minimum number determined by the Company at its discretion from time to time PROVIDED THAT the Company reserves the right to vary the rate of Premium or Benefit payable in respect of an Insured Person in the event of there being any material inaccuracies or omissions in the data provided to the Company under Condition 1.2 hereof or in the event of sickness or disability benefits under the Social Welfare Acts as amended becoming payable to an Insured Person.

PROVIDED ALWAYS THAT the terms and provisions of this Policy may be varied at any time should the Company and the Grantee so agree in writing.

New Ireland Assurance Company plc.
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New Ireland Assurance Company plc is regulated by the Central Bank of Ireland. A member of Bank of Ireland Group.