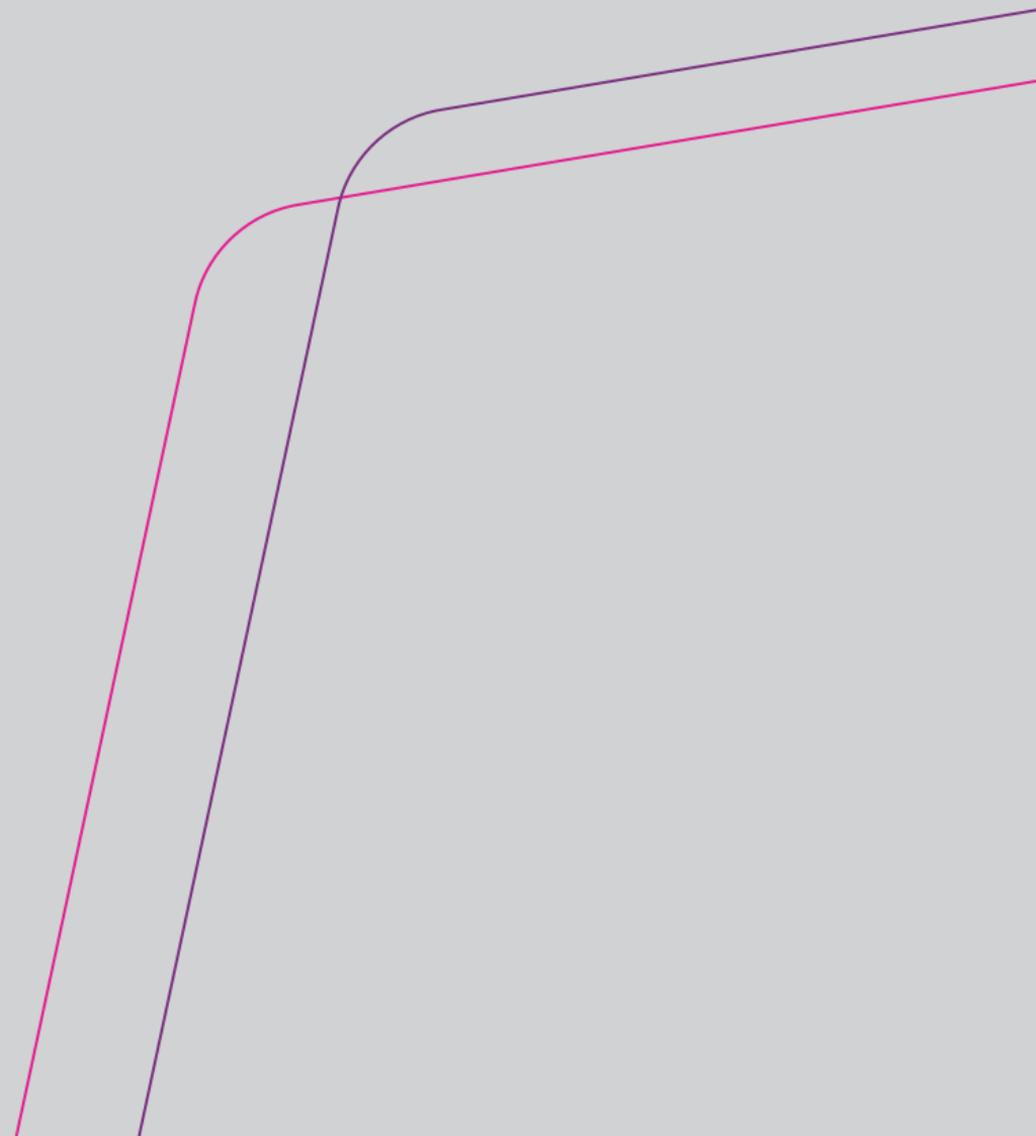




AIB Payment Protector – Mortgages

Policy Document





AIB

Dear Customer,

Thank you for choosing AIB Payment Protector.

This **Policy Document** shows the benefits and exclusions in the event of a **Critical Illness, Accident or Sickness** or **Involuntary Unemployment (Business failure if Self-employed)**. In this **Policy Document** you will also find:

- A list of the meaning of words used in the **Policy Document**
- Benefits and Exclusions of the **Policy**
- Claims procedure

Please check to see what **Your Policy** covers **You** for – if you are unsure about anything, feel free to call **Us** on 061 737373 – **We** would be happy to help you.

It is important that **You** read this **Policy Document** carefully and store it in a safe place.

If for any reason **You** are not satisfied with the cover, or find that it does not meet **Your** requirements **You** can cancel it by advising **Us** in writing at AIB Protection Plan, AXA Partners SAS, PO Box 602, Shannon, Co. Clare, within 30 days of receipt of this **Policy Document**.

The cover will then be cancelled and any Premium **You** have paid to **Us** during this 30 day period will be returned to **You**, provided no claim has been made by **You** under the cover.

If **You** do not cancel within these 30 days **You** will be bound by the terms of this document.

Regulatory Information

This Insurance **Policy** is arranged by AIB Insurance Services Limited. Allied Irish Banks, p.l.c. is an agent of AIB Insurance Services Limited in relation to provision of general insurance products. AIB Insurance Services Limited is regulated by the Central Bank of Ireland. Allied Irish Banks, p.l.c. is an authorised agent and servicer of AIB Mortgage Bank u.c. in relation to origination and servicing of mortgage loans and mortgages. AIB Mortgage Bank u.c. is regulated by the Central Bank of Ireland. Allied Irish Banks, p.l.c. is regulated by the Central Bank of Ireland.

This Insurance Policy is underwritten by AXA France IARD S.A., through its Irish branch. AXA France IARD S.A. trade under the name of 'AXA Partners – Credit & Lifestyle Protection', is authorised by Autorité de Contrôle Prudential et de Résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules.

The **Policy** is administered by AXA Partners SAS which is part of the AXA Group.

We would like to thank **You** for **Your** continued business. AIB Insurance Services.

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Key Product Benefits Table

AIB Payment Protector – Range of cover at a glance

<p>Involuntary unemployment (Business Failure if Self Employed)</p>	<p>Pays one Monthly Payment after 30 days* of Involuntary Unemployment up to a maximum of €2,000</p>	<p>Monthly Payments continue for every complete 30 days until:</p> <ul style="list-style-type: none"> • You return to Work; or • a maximum of 12 Monthly Payments paid per claim; or • the Policy End Date 	<p>Monthly Payments will not exceed €2,000 per Policy.</p> <p>Monthly benefits will not exceed €2,000, or</p>
<p>Accident or Sickness</p>	<p>Pays one Monthly Payment after 30 days of Accident or Sickness up to a maximum of €2,000</p>	<p>Monthly Payments continue for every complete 30 days until:</p> <ul style="list-style-type: none"> • You return to Work; or • a maximum of 12 Monthly Payments paid per claim; or • the Policy End Date 	<p>€4,000 in aggregate in respect of this and any other policies You hold with Us in relation to this mortgage.</p>
<p>Critical Illness</p>	<p>Lump sum payment equivalent to 12 Monthly Payments on the date of first diagnosis** of any one of the 7 specified Critical Illnesses up to a maximum of €24,000</p>	<p>7 Specified Illnesses</p> <ul style="list-style-type: none"> • Coronary Artery By-Pass Surgery • Cancer • Heart attack • Major organ transplant • Stroke • Kidney failure • Loss of limb or sight 	

*Subject to an initial 90 day **Qualifying Period**. This means that cover for Involuntary Unemployment will commence 90 days after the **Policy Starting Date**.

Subject to an initial 30 day **Qualifying Period. This means that cover for **Critical Illness** will commence 30 days after the **Policy Starting Date**.

AIB Payment Protector

Mortgages

Critical Illness, Accident or Sickness & Involuntary

Unemployment Policy

Administered by AXA Partners SAS

Section 1

Introduction

In return for the relevant insurance Premium being paid by **You**, **We** will provide cover as described in the following pages. This is **Your Policy Document** and it contains the full terms and conditions relating to **Your Policy**. It is important that **You** read this **Policy Document** carefully and keep it in a safe place.

This document, in conjunction with **Your Policy Schedule** forms **Your** contract with **Us**.

Some words in this **Policy Document** have special meanings, which are explained in Section 17, under the heading **MEANING OF WORDS**. When these words are shown in **bold type** they have a special meaning, otherwise, their ordinary everyday meaning applies.

Please note also that **We**, **Us** or **Our** refers to the **Insurer** who is AXA France IARD S.A. and where applicable another AXA group company appointed to administer the **Policy** and **You** or **Your** refers to the named person on the **Agreement** who has applied for cover under this **Policy** by signing their acceptance, being the person who will benefit from the protection provided by the **Policy**.

The **Policy** shows details of the benefits provided for **You** if **You** suffer a **Critical Illness** or **Accident or Sickness** or become **Involuntarily Unemployed (Business Failure if Self-employed)**. Section 3 explains the benefits of the **Policy**, together with circumstances when **You** cannot claim.

Section 2

Are you Eligible?

You are eligible to take out protection if on the starting date:

- **You** are over 18 years of age, and under 65 years of age
- **You** are **Working** in the Republic of Ireland, Northern Ireland, or Great Britain (including Channel Islands and Isle of Man) for not less than 70 hours per month and have been so continuously for at least the previous six months, and
- **You** are resident in the Republic of Ireland, Northern Ireland, or Great Britain (including Channel Islands and Isle of Man), and
- **Your Agreement** is on **Your** primary residence, and
- **You** are taking out this **Policy** to insure the payments on the property that is **Your** main and primary private residence.

IMPORTANT

Provided **You** meet the requirements set out in Section 2

You will be eligible for cover. There are, however, circumstances set out in Section 3 that may mean that **You** will be unable to claim benefit for impending Involuntary Unemployment known to **You** at the **Starting Date** or for health conditions of which **You** were aware on the **Starting Date** or for which **You** were seeking medical advice during the 12 months preceding the **Starting Date**. Please read Section 3 of the **Policy Document** carefully as it may affect **Your** decision as to whether the **Policy** is still suitable for **You**.

Changes in circumstances

If, at any time during the term of the **Policy**, **Your** circumstances change **You** should contact **Us** immediately on 061 737373 .Failure to do so may affect **Your** right to make a claim. Such changes may include:

- A change to **Your Agreement**

It is **Your** responsibility to notify **Us** of any changes to **Your Agreement**, at any time during the term of the **Policy**. For example: if **You** transfer **Your Agreement** to a third party or change the payment structure of the **Agreement** or increase/decrease the **Monthly Payment**. Please note, the **Monthly Payment** amount as confirmed on **Your Schedule** will remain fixed for the duration of the **Policy**, unless **You** notify **Us** of any change to **Your Agreement**;

Evidence of any change to **Your Agreement** must be provided to validate any **Policy** amendment application. Acceptance of any **Policy** amendment application will be at **Our** sole discretion.

Failure to notify **Us** of any change to **Your Agreement** could invalidate **Your** claim.

- A change in **Your Employment** status:

- Due to early retirement, or
- Due to less than 70 hours being **Worked** per month will affect **Your** entitlement to claim under the **Accident or Sickness** and Involuntary Unemployment sections of the **Policy**; or
- Due to starting **Work** for a family member may affect your entitlement to claim under the Involuntary Unemployment section of the **Policy**.

- A change in **Your** residency status will affect your entitlement to claim under all sections of the **Policy**.

- Any other change to the eligibility criteria as set out in Section 2.

Section 3

Payment Protection Plan Benefits and Exclusions

3.1 Critical Illness Benefit

When can you claim **Critical Illness Benefit**?

If **You** suffer **Critical Illness** diagnosed after the **Qualifying Period** and before the **End Date**, and you survive for a period of 30 days after the date of diagnosis, subject to the **Policy** terms, **We** will pay **You** a lump sum payment equivalent to 12 **Monthly Payments** (excluding any arrears), subject to a maximum payment of €24,000, at the date of diagnosis.

IMPORTANT

- Only one **Critical Illness** benefit equivalent to 12 **Monthly Payments** will be payable per **Critical Illness** condition. **You** must return to **Work** for 6 months before **You** will be entitled to make a claim for the same or a related **Critical Illness** condition and it will be treated as an **Accident or Sickness** claim and be subject to the **Accident or Sickness** conditions contained within this **Policy Document**.
- During the 12 month period immediately following a **Critical Illness** claim, no further claim for **Accident or Sickness**, Involuntary Unemployment or **Critical Illness** can be made.

Critical illness is defined as **Cancer, Coronary Artery Bypass Surgery, Heart Attack, Kidney Failure, Major Organ Transplant, Stroke, or Loss of a Limb or Sight** diagnosed by a **Doctor**.

If you are not in Republic of Ireland, Northern Ireland, or Great Britain (including Channel Islands and Isle of Man) at the date of diagnosis, all diagnosis and medical opinions must be given by a medical specialist who:

- is a resident and practising qualified **Doctor** in any member country of the European Union, Australia, Canada, Channel Islands, Cyprus, Gibraltar, Iceland, Isle of Man, Malta, New Zealand, Norway, Switzerland, or the United States of America;

- is acceptable to **Our** Chief Medical Officer; and
- is a specialist in an area of medicine appropriate to the cause of the claim.

Please read Section 17 – **Meaning of Words** for a detailed description of each of the **Critical Illness(es)**.

When can **You** not claim **Critical Illness** Benefit?

We will not pay any **Critical Illness** benefits:

If **Your Critical Illness** is diagnosed within 30 days after the **Starting Date** or at any time if it results directly or indirectly from:

- deliberately self-inflicted injury or illness;
- any **Pre-existing Medical Condition**;
- any **Chronic Condition** which is existing or which **You** knew about at the **Starting Date**, or of which **You** were exhibiting symptoms whether specifically diagnosed or not or for which **You** were receiving medical treatment or advice during the 12 months preceding the **Starting Date**;
- **You** failing to place yourself, as early as possible under the care of a **Doctor**, and following such medical advice as given by the **Doctor**;
- **You** being resident outside the member countries of the European Union, Australia, Canada, Channel Islands, Cyprus, Gibraltar, Iceland, Isle of Man, Malta, New Zealand, Norway, Switzerland, or the United States of America for more than 13 weeks in any consecutive 12 calendar months, without prior written notification to **Us**, and **Our** subsequent agreement;
- war, riot or civil commotion;
- ionising radiations or radioactive contamination from nuclear waste produced by the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any nuclear device or component;
- earthquake;
- the taking of alcohol or drugs, unless under the specific direction of a **Doctor** and not for the treatment of drug addiction.

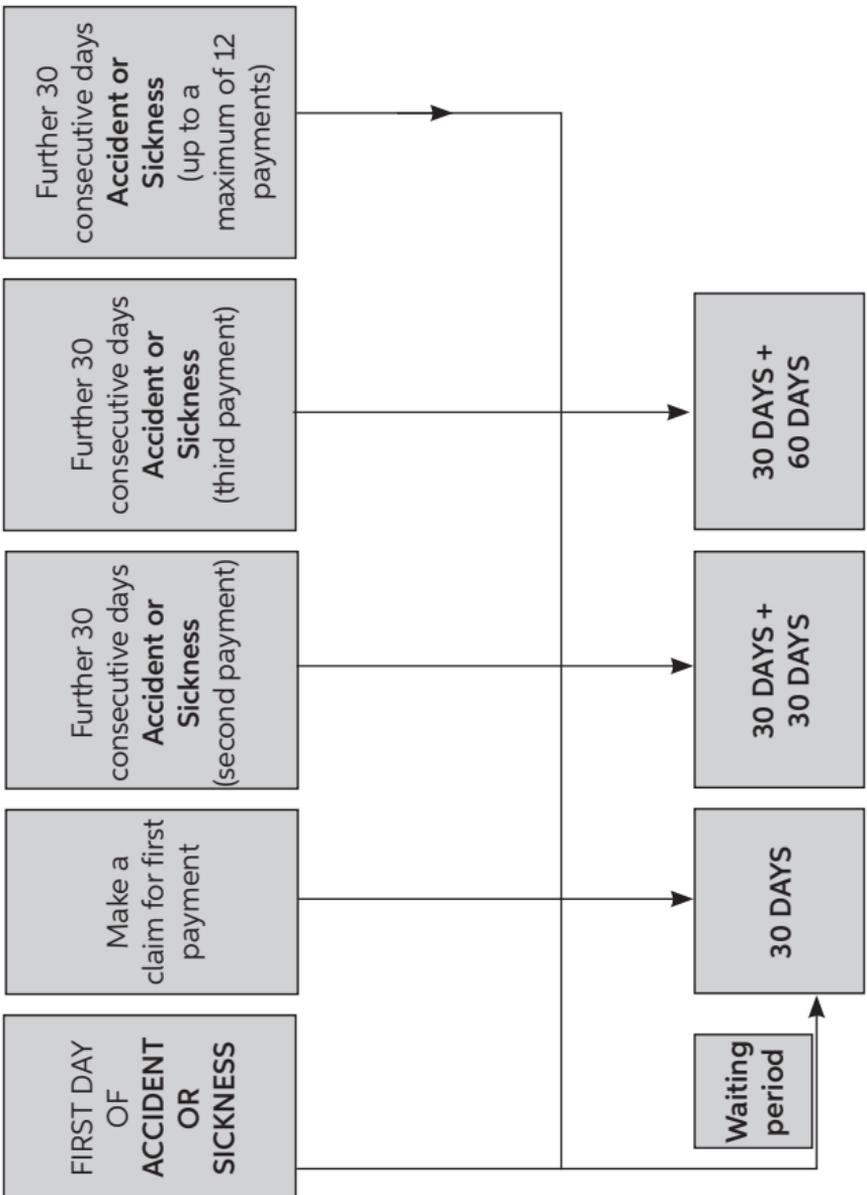
3.2 Accident or Sickness Benefit

When can You claim Accident or Sickness Benefit?

If You are off Work due to Accident or Sickness after the Starting Date and before the End Date for at least 30 consecutive days (the Waiting Period), subject to the Policy terms, We will pay You a Monthly Payment.

We will also pay a Monthly Payment in respect of each further 30 days after that, during which You are continuously off Work due to Accident or Sickness, until the first of the following occur:

- You return to Work or fail to provide proof to Us of Your Accident or Sickness;
- We have paid 12 Monthly Payments in respect of any one event of Accident or Sickness;
- the End Date.



When can **You** not claim **Accident or Sickness Benefit**?

We will not pay any **Accident or Sickness** benefits if **You** are unable to provide **Us** with a **Doctor's** certificate to support **Your Accident or Sickness** or if **Your Accident or Sickness** results directly or indirectly from:

- **Backache**, unless a **Doctor** provides medical evidence showing definite symptoms of restriction of movement;
- **Normal Pregnancy/Childbirth Related Conditions** (Special Note: when a claim is made by **You** for a pregnancy or childbirth related condition, we may refer you to a **Doctor** or Consultant who specialises in obstetrics for an opinion of whether the condition is a **Normal Pregnancy/Childbirth Related Condition**. **We** will consider this opinion to be final);
- deliberately self-inflicted injury or illness;
- any **Pre-existing Medical Condition**;
- any **Chronic Condition** which is existing or which **You** knew about at the **Starting Date**, or of which **You** were exhibiting symptoms whether specifically diagnosed or not or for which **You** were receiving medical treatment or advice during the 12 months preceding the **Starting Date**;
- any psychiatric illness, mental or nervous disorder including stress unless it is due to organic mental disease or psychosis and **You** are diagnosed by and receiving care and attention from a Consultant Psychiatric Specialist or Psychiatric Nurse;
- **Elective Surgical Procedures**;
- **Your** retirement from **Work** before the age of 65;
- war, riot, or civil commotion;
- ionising radiations or radioactive contamination from nuclear waste produced by the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any nuclear device or component;
- earthquake;
- the taking of alcohol or drugs, unless under the specific direction of a **Doctor** and not for the treatment of drug addiction.

IMPORTANT

If **We** stop paying **You Accident or Sickness** benefit for any reason then (unless **You** claim again for an associated **Accident or Sickness** arising from the same cause and occurring within three months of the original claim, in which case **Your** subsequent claim will be treated as a continuation of **Your** original claim and will be subject to a maximum of 12 **monthly payments**) **You** must return to **Work** for 3 months before **You** are entitled to claim further **Accident or Sickness** benefit.

If **You** become **Involuntarily Unemployed** during an **Accident or Sickness** claim **You** must notify **Us** immediately. If **Your Accident or Sickness** claim ends before the **End Date** but **Your Involuntary Unemployment** continues and **We** have paid less than 12 **Monthly Payments** in respect of **Your Accident or Sickness** claim **We** may, at **Our** discretion and subject to **Your** entitlement to claim, consider the further payment of **Monthly Payments** in respect of **Your Involuntary Unemployment**, with no break in payments, subject to **Us** making no more than 12 **Monthly Payments** in total from the date when **You** suffered **Accident or Sickness**.

3.3 Involuntary Unemployment Benefit

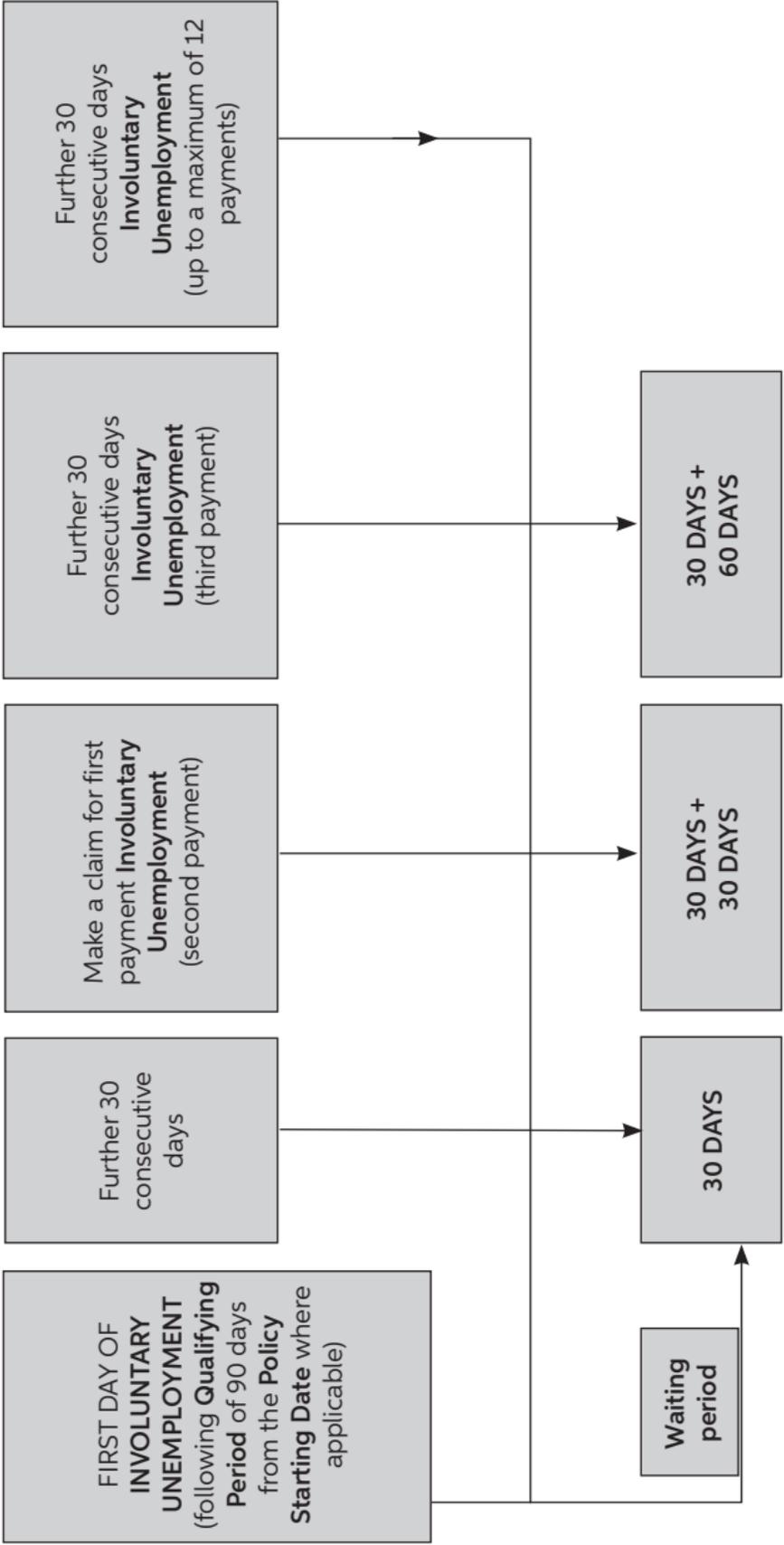
When can **You claim **Involuntary Unemployment** Benefit?**

If **You** are **Involuntarily Unemployed** (suffer **Business Failure** if **Self-employed**) after the **Qualifying Period** and before the **End Date** for at least 30 consecutive days (the **Waiting Period**), subject to the **Policy** terms, **We** will pay **You** a **Monthly Payment**. **We** will also pay a **Monthly Payment** in respect of each further 30 days after that, during which **You** are continuously **Involuntarily Unemployed**, until the first of the following occur:

- **You** cease to be **Involuntarily Unemployed**;
- **We** have paid 12 **Monthly Payments** in respect of any one event of **Involuntary Unemployment** ;
- the **End Date**.

Please make sure **You** read and understand the definition of **Involuntary Unemployment** in Section 17. If **You** are **Self-employed** in order to qualify for **Involuntary**

Unemployment Your business must have ceased trading. **You** will need to provide evidence of **Your Business Failure** to **Us** (see Section 6 for details).



When can **You** not claim **Involuntary Unemployment Benefit**?

We will not pay any **Involuntary Unemployment** benefits:

- unless **Your Involuntary Unemployment** is immediately preceded by 6 months continuous **Employment** or **Self-employment**, other than where **Your Involuntary Unemployment** occurs within 6 months of a previous **Involuntary Unemployment** claim accepted under this **Policy** and the two events are treated as one claim;
- if it starts within 90 days of the **Starting Date**;
- if at the **Starting Date You** knew **You** were to become **Involuntarily Unemployed**, or it is reasonable for **Us** to conclude that **You** knew that it was likely to happen;
- if it is a regular or seasonal event that occurs in **Your Work**;
- if it is brought about by the expiry of a fixed-term contract, other than where:
 - 1) **You** have **Worked** continuously for the same employer for at least 24 months; or
 - 2) **You** have been on a single contract for at least 12 months and have had that contract renewed at least once; or
 - 3) **You** were originally **Employed** on a permanent basis by the same employer but were transferred to a fixed-term contract by **Your** employer without a break in **Employment**.

Unless **You** meet the criteria for fixed-term contracts stated above any claim in respect of **Involuntary Unemployment** following the expiry of a fixed-term contract before its natural expiry date will be restricted to the earlier of:

- the natural expiry date of the fixed-term contract from which **You** were made **Involuntarily Unemployed**, or
- the date when 12 **Monthly Payments** have been paid;
- if **Your Involuntary Unemployment** is in any manner voluntary;
- if it is a result of **Your** wilful misconduct, dishonesty or fraud;
- if **You** do not make a genuine and continuing effort to get work;

- in respect of any period for which **You** have received any payment in lieu of notice;
- in respect of any period after **You** have stopped **Working** and before the effective date of **Redundancy** given by **Your** employer;
- if before **Your Redundancy You** were **Employed** by:
 - (a) a limited liability partnership or a company of which **You** or **Your** husband, wife, partner, parent, child, brother or sister, was a Director and/or Shareholder (other than by way of bona fide investment in a company quoted on a recognised stock exchange) unless that company ceases totally and permanently to trade as a direct result of an inability to pay its debts as they were due and the company failure is declared to the Revenue Commissioners (or the Inland Revenue if in the UK), as a direct consequence of which, and immediately after which, **You** suffer **Redundancy**; or
 - (b) someone who is **Self-employed** or by a partnership where the person who is **Self-employed**, or any of the partners of the partnership, is **Your** husband, wife, partner, parent, child, brother or sister unless that person or partnership ceases totally and permanently to trade as a direct result of an inability to pay its debts as they were due and the **Business Failure** is declared to the Revenue Commissioners (or the Inland Revenue if in the UK), as a direct consequence of which, and immediately after which, **You** suffer **Redundancy**;
- if **Your Involuntary Unemployment** results directly or indirectly from a strike, labour dispute or lockout;
- if **You** refuse any offer of reasonable alternative **Employment** by **Your** employer, which by reason of **Your** qualifications and previous experience and the location of such **Employment** it would have been reasonable for **You** to accept;
- if **You** retire from work before the age of 65;
- if **Your Involuntary Unemployment** results from:
 - war, riot, or civil commotion;
 - ionising radiations or radioactive contamination from nuclear waste produced by the combustion of nuclear fuel;

- the radioactive, toxic, explosive or other hazardous properties of any nuclear device or component;
- earthquake;
- the taking of alcohol or drugs, unless under the specific direction of a **Doctor** and not for the treatment of drug addiction.

IMPORTANT

If **You** claim for **Involuntary Unemployment** benefit again within 6 months of ceasing to be entitled to benefit under a previous **Involuntary Unemployment** claim the two events will be treated as one claim but that claim will be subject to a maximum of 12 **Monthly Payments**.

If during payment of an **Involuntary Unemployment** claim **You** are not able to actively seek and/or be available, for **Work** only because of an **Accident or Sickness** which had **You** been at **Work** would have stopped **You** doing any **Work** that **Your** experience, education or training may reasonably qualify **You** to do, **We** may, at **Our** discretion and subject to **Your** entitlement to claim, continue to pay **Monthly Payments** in respect of **Your Accident or Sickness** subject to **Our** not being required to pay more than 12 **Monthly Payments** from the date the **Involuntary Unemployment** commenced.

In the event that **You** are offered a temporary position during a period when **You** are claiming for **Involuntary Unemployment**, subject to **Our** prior approval, **We** may suspend **Your Involuntary Unemployment** claim for a maximum period of 6 months, during which time **We** will require evidence of **Your** continued search for **Work**.

If **You** are **Working** and become **Involuntarily Unemployed** due solely to **You** becoming a **Carer** and **You** are in receipt of **Carer's Allowance** **You** may be entitled to claim **Involuntary Unemployment** benefit. Please contact **Us** on 061 737373 for further details. If at the **Starting Date** **You** knew **You** were to become a **Carer**, or it is reasonable for **Us** to conclude that **You** knew that it was likely to happen then no benefit will be payable in this respect.

Section 4

Single or Joint Cover and Change to your Mortgage Payment

Cover is provided for one person whether in respect of a sole or joint **Agreement** for 50% or 100% of the monthly repayment on **Your Agreement**, as detailed on your **Policy Schedule**.

Mortgage Agreement or Mortgage Payment Changes

You must inform **Us** if **You** change the payment structure of the **Agreement**, increase/decrease the monthly payment or transfer **Your Agreement** to a third party mortgage provider. The changes will apply from the date **We** accept **Your** application for the increase*, restructure or transfer of **Your Agreement** and no benefit will be paid in respect of the additional amount for:

- any condition which is existing or which **You** knew about at the date of amendment, or of which **You** were exhibiting symptoms whether specifically diagnosed or not or for which **You** were receiving medical treatment or advice during the 12 months preceding the date of amendment;
- any **Chronic Condition** which is existing or which **You** knew about at the date of amendment, or of which **You** were exhibiting symptoms whether specifically diagnosed or not or for which **You** were receiving medical treatment or advice during the 12 months preceding the date of amendment;
- **Involuntary Unemployment** which **You** knew was likely to happen, whether **You** had official notice or not, on the date **You** applied for the increase in the **Monthly Payment** or which happens within 90 days of the date of amendment.

* Please note that if **Your** original **Agreement** with the **Finance Company** involves the draw down of **Your** mortgage in stages, then the above will not be applied to any additional amount related to a pre-agreed stage payment. However, **Your** claim will, in every event, be based on the **Monthly Payment** at the date of the incident giving rise to such claim.

The **Monthly Payment** amount as confirmed in **Your Policy Schedule** will remain fixed for the entire duration of the **Policy**, unless **You** notify **Us** of any change to **Your Agreement**. No change in **Your** payment structure or increase in **Monthly Payment** will be applied during a valid claim period. Changes will take effect at the end of the claim period.

IMPORTANT

It is **Your** responsibility to notify **Us**, of any changes to your **Agreement**, at any time during the term of the **Policy**. Evidence of any change to your **Agreement** must be provided to **Us**, to validate any **Policy** amendment application. Acceptance of any **Policy** amendment application will be at **Our** sole discretion.

Failure to notify **Us** of any change to **Your** agreement could invalidate **Your** claim.

Section 5

When **your** Protection Starts and Ends

This **Policy** is for monthly periods, and **We** do not guarantee that this **Policy** will be available indefinitely. **We** reserve the right to withdraw this scheme and terminate **Your Policy** any time by providing 60 days' notice, in writing, to **You**.

You enter into a contract with **Us** on the **Starting Date**.

A **Qualifying Period** applies for **Involuntary Unemployment** benefit, whereby protection only applies to **Involuntary Unemployment** occurring more than 90 days after the **Starting Date**, and for **Critical Illness** benefit whereby protection only applies to **Critical Illness** diagnosed more than 30 days after the **Starting Date**.

Your Policy ends on the earliest of the following:

- the date of **Your** death;
- the date when **You** become 65 years of age, or the date when **You** retire before then in respect of **Accident or Sickness** and **Involuntary Unemployment** benefit;
- the date when all amounts due under the **Agreement** have been paid;
- the date on which the **Agreement** is cancelled or terminated;
- the date **We** receive written notification from **You** to cancel **Your Policy**;
- the date **You** fail to pay **Your** Premium when due.

Please see Section 2. Changes in circumstances which details how a change in circumstances may affect **Your Policy** or **Your** ability to claim.

IMPORTANT

Your Premium and the benefit provided under this **Policy** is based on the historical performance of this product. **Your** Premium and the benefit provided under this **Policy** are not guaranteed to remain at the same level throughout the life of **Your Policy**.

We reserve the right to amend the Premium and/or benefit provided under this **Policy** at any time, by providing 30 days' notice, in writing, to **You**. **We** cannot foresee every circumstance under which **Your** Premium and/or benefit provided will change, however a few reasons are listed below. The Premium and/or benefit provided may change if:

- The level of claims costs are significantly different to the level **We** had expected;
- **Our** administration and/or distribution costs change;
- The level of benefit provided or amount of Premium charged for this **Policy** is significantly different than the projected costs of the **Policy**;
- There are changes in tax or other government or regulatory charges which affect **Your Policy**.

We will notify **You** in advance of any Premium and/or **Policy** benefit changes. Upon notification, **You** are under no obligation to continue **Your Policy** at the revised Premium and/or benefit levels but the previous Premium and/or benefit levels will no longer be available to **You**.

If **You** do not wish to continue with **Your** cover **You** can cancel **Your Policy** by following the details in Section 9. Any change in **Your** Premium will not depend upon **Your** individual circumstances, for example, **Your** health or the number of claims that **You** make. The assessment of future Premiums and/or benefit provided under this **Policy** is based upon the Premium being charged for everyone insured under this product, and not **You** personally.

Section 6

How do you Claim?

AXA Partners SAS will act as claims administrators on behalf of the **Insurer**, AXA France IARD S.A.

Please Note:

- Whilst **Your** claim is being considered **You** must continue to pay **Your** premium and **Your** repayments under **Your Agreement**.
- It is your responsibility to notify your **Finance Company** that a claim under this **Policy** is being made. To make the claim **You** or **Your** representative should follow the claims procedure detailed below:
- Telephone **Us** on 061 737373 and ask for a claim form to be sent to **You**. The claim form will be sent to **You** within 5 business days of **Us** receiving the notice of a claim.
- The claim form must be completed, ensuring any sections to be completed by other parties are filled in. If **You** need any assistance with this please contact **Us** on 061 737373
- Send the completed form to: AXA Partners SAS, Claims Department, PO Box 602, Shannon, Co. Clare
- **We** must receive a completed claim form, together with any other information which may reasonably be required, within 180 days of the event giving rise to a claim. If such completed claim form and information is not received within 180 days then, other than in exceptional circumstances which will be determined at **Our** sole discretion, no benefits will be paid in respect of the claim.
- **You** may be required to complete a continuation claim form in respect of any further months of **Accident or Sickness** or **Involuntary Unemployment** and these forms must be sent back completed within 60 days of the date **We** last paid **You** benefit. If such continuation claim forms are not received within 60 days then, other than in exceptional circumstances which will be determined at **Our** sole discretion, no further benefits will be paid in respect of the claim.

- If further supporting evidence of **Your** entitlement to claim is required **You** must provide it at **Your** own expense. **You** must also allow **Us** to have you medically examined at **Our** expense if **We** so wish. If **You** fail to provide further supporting evidence of **Your** claim or fail to assist **Us** with **Our** enquiries within a reasonable period of time, **We** may suspend **Your Monthly Payments** until the required evidence and/or assistance is provided.
- To assist in providing proof of **Your Business Failure** to **Us** **Your** accountant will need to confirm that your business has ceased trading and that this has been declared to the Revenue Commissioners (or Inland Revenue if in the UK). If **You** do not have an accountant **You** will be required to provide **Us** with trading accounts for the period immediately before **You** became **Involuntarily Unemployed**. **We** may also need to confirm that **You** have declared **Your Business Failure** to the Revenue Commissioner (or Inland Revenue if in the UK).

If you have any queries regarding any aspect of your claim please contact **Us** on 061 737373, Monday to Friday 9am to 5pm.

Payment of a Claim

Any claim benefits due under the **Policy** will be paid to **You** for the purpose of crediting the **Agreement** and may not coincide with **Your** scheduled mortgage repayment dates. It is **Your** responsibility to ensure that **You** maintain **Your** repayments under **Your Agreement**.

Section 7

Disclosure of Information

If any information provided to **Us** by **You** or anyone acting on **Your** behalf is inaccurate or if **You** fail to disclose any information which might reasonably affect **Our** decision to provide insurance to **You** or **Our** assessment of **Your** claim, **Your** cover under this **Policy** shall end and no refund of Premium shall be due.

Section 8

Limits

- The maximum **Critical Illness** benefit when added to any other **critical illness** benefit payable by **Us** or in total during the **Policy** term following a claim under this **Policy** or any other **Policy** in force with **Us** is €24,000 applied per **Critical Illness** condition as long as the condition is independent and not related to any condition previously suffered or claimed under the **Policy**.
- The maximum **Monthly Payment** for **Accident or Sickness** or **Involuntary Unemployment** is €2,000 per month under this **Policy**.
- The maximum **Monthly Payment** payable for any **Accident or Sickness** or **Involuntary Unemployment** when added to any other **Monthly Payment** being paid by **Us** following a claim made by **You** under this **Policy** or any other **Policy** in force with **Us** is €4,000 per month.
- Whilst any **Monthly Payment** is being paid in respect of **Accident or Sickness** no **Monthly Payment** shall be paid in respect of **Involuntary Unemployment** and vice versa.
- Only one **Monthly Payment** will be paid under the **Policy** at any one time.
- It shall not be possible for **You** to assign or charge the benefits of the insurance in any way whatsoever.

Section 9

Cancellation Rights

If for any reason **You** are not satisfied with the cover, or find that it does not meet **Your** requirements, **You** can cancel it. If **You** cancel within 30 days of the starting date (the cooling off period) **We** will refund any Premium you have already paid during this 30 day period, except in circumstances where a claim has been made during this period, **We** may recover any costs incurred. If **You** cancel after such 30 day period, no refund of Premium will be due. All cancellation requests should be submitted in writing to **Us** giving 30 days' notice and signed by **You**.

Section 10

Customer Care

It is **Our** objective at all times to provide a dependable service, but there may be times when **You** feel that this has not been achieved. Should **You** have any queries or concerns regarding this product **You** should in the first instance write to:

The Manager,
AIB Insurance Services Limited,
AIB 10 Molesworth Street,
Dublin 2, D02 R126

Claims related complaints

Write to: AXA Partners SAS, Claims Department, PO Box 602, Shannon, Co. Clare

Call: 061 737373

Fax: 061 714503

Email: info.irl@partners.axa

All other complaints for products:

Write to: The Managing Director, AXA France IARD S.A. , Irish branch, Building 7000, Westpark Business Campus, Shannon Co. Clare

Call: 061 737373

Fax: 061 714503

Email: info.irl@partners.axa

If **We** have not been able to resolve the complaint, **You** can refer **Your** complaint to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman can be contacted as follows:

In writing: Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02VH29.

Telephone: 00353 1 567 7000

Email: info@fspo.ie

Online: <https://www.fspo.ie/make-a-complaint/>

Alternatively **You** can contact: Central Bank of Ireland,
North Wall Quay, North Dock, Dublin 1, D01 F7X3

None of the above affects any right of action **You** may have.

Law Applicable

Both **You** and **We** are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to commencement of the **Policy**, this **Policy** shall be subject to Irish Law. The EEA State for the purposes of the **Policy** is the Republic of Ireland.

It is agreed that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any disputes arising out of or in connection with the subject matter of this contract.

You and the **Insurer** agree that the **Policy** and all communications between the parties shall be in the English language.

Section 11

Explanation of Service

This Insurance **Policy** is arranged by AIB Insurance Services Limited. Allied Irish Banks, p.l.c. is an agent of AIB Insurance Services Limited in relation to provision of general insurance products. AIB Insurance Services Limited is regulated by the Central Bank of Ireland. Allied Irish Banks, p.l.c. is an authorised agent and servicer of AIB Mortgage Bank u.c. in relation to origination and servicing of mortgage loans and mortgages. AIB Mortgage Bank u.c. is regulated by the Central Bank of Ireland. Allied Irish Banks, p.l.c. is regulated by the Central Bank of Ireland.

AIB Insurance Services Limited, Registered Office, 10 Molesworth Street, Dublin 2, D02 R126

Allied Irish Banks, p.l.c., Registered Office, 10 Molesworth Street, Dublin 2, D02 R126

AIB Mortgage Bank u.c. , Registered Office, 10 Molesworth Street, Dublin 2, D02 R126

This **Policy** is administered by AXA Partners SAS which is part of the AXA Group.

Section 12

Information About The Insurer

The Insurer is AXA France IARD S.A. AXA France IARD S.A. trade under the name of 'AXA Partners – Credit & Lifestyle Protection', is authorised by Autorité de Contrôle Prudential et de Résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules. AXA France IARD S.A. (Branch No: 624115. French Company No: 722 057 460. ACPR No: 4022109.) has a registered office at Building 7000, Atlantic Avenue, Westpark Business Campus, Shannon, County Clare. Each company is a Société Anonyme registered in France with its registered address at 313, Terrasses de l'Arche, 92000 Nanterre, France. The following are directors of AXA France IARD S.A.: Jacques de Peretti (French), Alexis Babeau (French), Alain Dubois (French), Renée Habozit (French), Sandra le Grand (French), Cécile Moulard (French), Alban de Mailly Nesle (French). Martine Bievre (French).

We are part of the AXA Group.

Regulatory Codes of Conduct

We are subject to the Consumer Protection Code 2015, the Minimum Competency Code 2017 and Fitness and Probity Standards. These codes offer protection to consumers and can be found on the Central Bank of Ireland's website www.centralbank.ie

Conflicts of Interest

It is **Our** policy of avoid a conflict of interest when providing services to **Policyholders**. Where an unavoidable conflict arises we will advise **You** of this in writing before providing any business service. If **You** have not been informed of any such conflict **You** may assume that none arises.

Default

Failure to pay **Your** Premium on time may lead to the cancellation and/or avoidance of your contract of insurance.

Section 13

Statement As To Monies Paid

All payments which become due or payable shall be payable in Ireland.

Section 14

Stamp Duty

Stamp Duty has been or will be paid by **Us** to the Revenue Commissioners in accordance with the provisions entered into with them under Section 5 of the Stamp Duties Consolidation Act 1999.

Section 15

Statutory Compensation Scheme

Insurance Compensation Fund

You may be entitled to compensation from the Insurance Compensation Fund in the unlikely event that AXA France IARD S.A. cannot meet its obligations.

Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland website: <https://www.centralbank.ie/docs/default-source/regulation/insurance-reinsurance/solvency-ii/insurance-compensation-fund/gns-4-4-10-1-9---insurance-compensation-fund-ex-note.pdf?sfvrsn=4>

Section 16

Use of personal information

To provide our services as an insurer, AXA France IARD S.A. will need to collect and use personal information. This makes **Us** a **Data Controller**.

The types of personal information that **We** collect and **Our** uses of that personal information will depend on **Your** relationship with **Us** but will include details such as name, address and contact details. If relevant, it will also include “special category data” (e.g. data concerning health).

Whilst **We** do not actively collect any special category data other than health data (such as criminal convictions data and religious data), in some circumstances if relevant to **Your** claim, **You** may provide or **We** may collect such special category data. Where this is required, unless another legal ground applies, **Your** consent to this processing is necessary for **Us** to process any claims **You** make and to pay out under a **Policy**. On this basis, **You** consent to such processing. Although **You** may withdraw **Your** consent at any time by contacting our Data Protection Officer, if **You** do **We** may be unable to process **Your** claim and pay out under a **Policy**.

The purposes for which **We** use **Your** personal information will include assessing **Your** insurance application and providing a quote; providing **Your Policy**; handling claims; and preventing and detecting crime and fraud.

We may obtain **Your** personal information from or share it with third parties such as **Our** distribution partners, other insurers, services providers such as medical experts, loss adjusters and claims handlers, our group companies, An Garda Síochána and other law enforcement agencies, fraud and crime prevention and detection agencies, databases and registers, publically available sources and certain regulatory bodies for the purposes described in **Our Privacy Policy** <https://en.clp.partners.axa/privacy-policy-ireland>

Depending on the circumstances, **We** may transfer personal information outside Ireland and the European Economic Area to countries that have less robust data protection laws. Any such transfer will be made with appropriate safeguards in place.

You can find out more about **Our** use of personal information and the rights that **You** have in our Privacy **Policy** <https://en.clp.partners.axa/privacy-Policy-ireland>. **We** recommend that **You** review this Privacy **Policy**. If **You** prefer, **You** can request a paper copy by contacting the Data Protection Officer at Email: clp.ie.dataprivacy@partners.axa
Phone number: 061 73 73 73

If **You** provide **Us** with personal information relating to a third party **You** should provide them with a copy of **Our** Privacy **Policy**.

Section 17

Meaning of Words

Accident or Sickness

A medical condition, after it is diagnosed and confirmed by **Your Doctor** and occurring whilst **You** are in **Work**, which stops **You** doing **Your Work** or any **Work** that **Your** experience, education or training may reasonably qualify you to do. If you are **Self-employed**, a condition will only be acceptable as **Accident or Sickness** if it stops **You** from assisting, managing, supervising and/or carrying on any part of the running of **Your** business whatsoever. **You** must be under the care and attention of a **Doctor** throughout **Your Accident or Sickness**.

Agreement

The Mortgage agreement in respect of **Your** main and primary private residence, under which **You** are making payments to the **Finance Company**.

Backache

Any musculo-skeletal disorders arising from abnormalities of the whole vertebral column (including the cervical spine), discs, muscles attached to the spine and those due to nerve root irritation.

Business Failure

The business in which **You** were **Self-employed** ceasing totally and permanently as a direct result of an inability to pay its debts when they were due. **Your** business failure must be declared to the Revenue Commissioners (or the Inland Revenue if in the UK).

Cancer

Excluding less advanced disease: Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, lymphoma and sarcoma.

- For the above definition, the following are not covered:
 - Pre-malignant, for example essential thrombocythaemia and polycythaemia rubra vera;
 - Non-invasive;
 - **Cancer** in situ;
 - Having either borderline malignancy; or
 - Having low malignant potential.

- All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
- Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.
- Any skin cancer other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

Carer

A **Policyholder** who at the **Starting Date** was **Working** and therefore eligible to take out cover and who has subsequently become a **Carer** whereby they are required to care for a member of their immediate family and are in receipt of **Carer's Allowance**. **You** may be required to provide proof from the Department of Social and Family Affairs (or Department for **Work** or Pensions if you are in the UK) that **You** are in receipt of **Carer's Allowance**.

Chronic Condition

A condition which has symptoms that are constant or recur, or which requires long-term monitoring, treatment, consultations, check-ups, examinations or tests.

Coronary Artery By-Pass Surgery

With surgery to divide the breast bone: The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary.

Critical Illness(es)

Cancer, Coronary Artery By-Pass Surgery, Heart Attack, Kidney Failure, Major Organ Transplant, Stroke, or Loss of a Limb or Sight diagnosed by a **Doctor**.

Data Controller

the individual or the legal person who controls and is responsible for the keeping and use of personal information on computer or in structured manual files.

Doctor

A qualified medical practitioner registered with the Irish Medical Organisation or British Medical Association but not **You** or anyone related to **You**, or a co-habitee of **You**.

Elective Surgical Procedures

Surgical procedures which are not medically required and

which are discretionary or optional.

Employed/Employment

In paid employment for a minimum of 70 hours per month under a contract of services under which **You** ordinarily **Work** in the Republic of Ireland and are paying the appropriate PRSI contributions, or the UK (including Channel Islands or Isle of Man) and are paying class 1 National Insurance Contributions.

End Date

The date **Your** protection ends as explained in Section 5.

Finance Company

The company with whom you have an **Agreement**.
Allied Irish Banks, p.l.c. Registered Office, 10 Molesworth Street, Dublin 2, D02 R126 or AIB Mortgage Bank u.c. , Registered Office, 10 Molesworth Street, Dublin 2, D02 R126 (which, in each case, shall include its successors, transferees and assigns).

Heart Attack

Of specified severity: Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- Typical clinical symptoms (for example, characteristic chest pain)
- New characteristic electrocardiographic changes
- The characteristic rise of cardiac enzymes or troponins recorded at the following levels or higher
 - Troponin T >1.0 ng/ml
 - AccuTnI >0.5 ng/ml or equivalent threshold with other Troponin I methods

This evidence must show a definite acute myocardial Infarction

For the above definition, the following are not covered:

- Other acute coronary syndromes including but not limited to angina.

Insurer

AXA France IARD S.A.

Involuntarily Unemployed/Involuntary Unemployment

You being without work due directly to your **Redundancy** (if **Employed**), or **Business Failure**(if **Self-employed**), or being dismissed from **Your Employment** for reasons other than wilful misconduct, dishonesty or fraud.

In the Republic of Ireland:

You must be registered with the Department of Social and Family Affairs, and must be actively seeking and available for work. The date you register as unemployed with the Department of Social and Family Affairs or the date you stop receiving payment in lieu of notice, whichever is later, will be considered by **Us** as the date **Your Involuntary Unemployment** commenced.

In the UK (including Channel Islands and Isle of Man):

You must be registered with the Department for **Work** and Pensions and in receipt of **National Insurance Credits**, and must be actively seeking and available for **Work**.

Women who have reached statutory retirement age in the UK will not be required to register as unemployed at the Department for **Work** and Pensions, but will be asked to show continuous evidence of seeking **Work**. The date **You** register as unemployed with the Department for **Work** and Pensions or the date **You** stop receiving payment in lieu of notice, whichever is later, will be considered by **Us** as the date **Your Involuntary Unemployment** commenced.

Kidney Failure

Requiring dialysis: Chronic and end stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis or renal transplant is initiated.

Loss of Limb or Sight

The loss of either a leg or an arm at or above the knee or elbow joint or the loss of an eye or both eyes, caused directly and solely from an accident which in the reasonable opinion of a **Doctor** appointed by **Us** is total, permanent and irreversible.

Major Organ Transplant

The actual undergoing as a recipient of, or inclusion on an official Republic of Ireland or UK waiting list for, a transplant of heart, liver, lung, kidney, pancreas or bone marrow.

For the above definition, the following is not covered:

- Transplant of any other organs, parts of organs, tissues or cells.

Monthly Payment(s)

Monthly benefit payment equal to either 50% or 100% of the amount due each month under the terms of

Your Agreement, as selected by **You** on application and detailed on **Your Policy Schedule**.

National Insurance Credits

The credits added to **Your** National Insurance record when **You** sign on at an office of the Department for **Work** and Pensions.

Normal Pregnancy/Childbirth Related Conditions

Symptoms which normally accompany a pregnancy and/or childbirth (including those related to multiple pregnancy) and which are generally of a minor and/or temporary nature not representing an unusual or significant hazard to mother or baby.

Policy

The **Policy** of insurance issued directly to you the **Policyholder** by **Us** the **Insurer** in the form of this **Policy Document**

Policy Document

The terms and conditions relating to **Your Policy** as set out herein

Schedule

The document which confirms your cover under this **Policy**

Policyholder

The named person/s on the **Agreement** who has applied for acceptance of this **Policy** Premium(s) The premium due under this **Policy**, payable by **You**, as detailed on **Your Policy Schedule**.

Pre-existing medical condition

Any medical condition for which **You** were prescribed medication or for which **You** were seeking medical advice during the 12 months preceding the **Starting Date**.

Qualifying Period

For **Critical Illness** : The initial period of 30 days following the **Policy Starting Date**.

For **Involuntary Unemployment** : The initial period of 90 days following the **Policy Starting Date**.

Redundant/Redundancy

Being entirely without employment as a direct result of **Your** employment being terminated due solely to your

employer ceasing or reducing the activities for which you were engaged at the place where **You Worked**.

Self-employed/Self-employment

Working for a profit, either alone or in association with others, and paying Class S PRSI. If in the UK (including Channel Islands and the Isle of Man) **You** must be paying Class 2 National Insurance contributions and assessable under **Schedule D** as defined by the Income and Corporation Taxes Act 1988.

Starting Date

The date cover will commence on this **Policy** being the latest of the following:

- the first repayment date under **Your Agreement**; or
- the date **We** accept **Your** application for cover under this **Policy**, as detailed on **Your Policy Schedule**.

Stroke

Resulting in permanent symptoms: Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- Transient ischaemic attack
- Traumatic injury to brain tissue or blood vessels.

Waiting Period

The period of time **You** must wait after the date **You** suffer **Accident or Sickness** or become **Involuntarily Unemployed** before submitting a claim form to us.

We/Us/Our

The **Insurer** and where applicable another AXA group company appointed to administer the **Policy**.

Work/Worked/Working

Being in **Employment** or **Self-employment**.

You/Your

The named person on the **Policy Schedule** who has applied for cover by signing their acceptance of this **Policy**.



This Insurance Policy is arranged by AIB Insurance Services Limited. Allied Irish Banks, p.l.c. is an agent of AIB Insurance Services Limited in relation to provision of general insurance products. AIB Insurance Services Limited is regulated by the Central Bank of Ireland. Allied Irish Banks, p.l.c. is an authorised agent and servicer of AIB Mortgage Bank u.c. in relation to origination and servicing of mortgage loans and mortgages. AIB Mortgage Bank u.c. is regulated by the Central Bank of Ireland. Allied Irish Banks, p.l.c. is regulated by the Central Bank of Ireland