

Insurance
Mortgage Payment Protection

EBS Mortgage Payment Protection Terms & Conditions

**EBS Mortgage Payment Protection is
brought to you by EBS d.a.c. and AXA**
(trading as AXA Partners - Credit & Lifestyle Protection)



EBS Mortgage Payment Protection

Introduction to the policy

This document sets out the cover **your** policy provides. Please read this document and **your certificate** 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.

EBS Mortgage Payment Protection is an optional insurance product and is not conditional to the mortgage offering.

If **you** find **you** are not covered for something that **you** feel **you** have asked for, or if at any time during the **insured term**, **your** circumstances change you should contact **us** immediately on 1890 818 255. Failure to do so may affect **your** right to make a claim. Such changes include:

A change in your employment status:

Due to early retirement, or

Due to **working** less than 18 hours per week, or

Due to **working** outside the Republic of Ireland

A change in your residency status to outside the Republic of Ireland;

A change of **residential property (your residential property)** is no longer occupied solely and permanently by you and your family);

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

If **you** decide **you** do not want the cover, please return the **certificate** to **EBS** within 30 days of receiving it along with written confirmation of **your** wish to cancel. **We** will refund any **monthly premium** **you** have paid as long as **you** have not made a claim under the policy. 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. **We** will not refund any of **your monthly premiums** if **your** policy is cancelled more than 30 days after the **start date**.

If **you** reach 65, or permanently retire before **you** reach 65, **you** should write to **EBS** d.a.c., The **EBS** Building, 2 Burlington Road, Dublin 4 requesting **your** policy to be cancelled.

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. For an unemployment claim we will consider **your** first day of unemployment as the day **you** register with the Department of Social and Family Affairs and for a disability claim we will consider **your** first day of disability as the day a doctor confirms **you** as disabled and not able to work. The claim form must be sent to **us** within 180 days of the date **your disability, unemployment, hospitalisation or critical illness** began. **We** will not pay any claims where notification of a claim is received by **us** after this date.

Warning: Failure to disclose accurate information may result in a claim not being paid.

The details of how to claim are in Section 4.

Your monthly benefit is the amount chosen by **you** in **your** application. This amount may be up to 125% of **your mortgage** monthly payments, up to a maximum of €2,540 per policy.

This **monthly benefit** is not automatically changed as a result of changes to **your mortgage** monthly payments. Please ensure **you** choose the most suitable cover option to meet **your** individual circumstances, including **your** employment status. If **your mortgage** monthly payment changes, **you** can amend the **monthly benefit** to reflect this change. The details of how to do this are set out in Section 7.

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, unexpected, unintentional, violent event, which happens after the **start date** and results in **your** bodily injury.

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

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 own field of medicine in the Republic of Ireland who is a member of a Royal **College** and is recognised by that Royal **College** to be a consultant and is registered with the General Medical Council, and is not **you**, a relative or a close friend.

critical illness means any one or more of the diseases or illnesses listed in Section 3.4.

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 and **working** in the Republic of Ireland. A medical practitioner who confirms **your disability** when **you** are making a claim cannot be **you**, a relative or a close friend.

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

end date means the date that cover ceases under this policy in accordance with Section 5.

EBS means EBS d.a.c. whose registered offices are at The EBS Building, 2 Burlington Road, Dublin 4, D04 WV00, Ireland. EBS is regulated by the Central Bank of Ireland.

full-time employment means **you** are **working** for at least 18 hours a week in the Republic of Ireland either under a contract of employment or as a **self-employed** person. **You** must be receiving a salary or wages and be paying the appropriate class of Pay Related Social Insurance Contributions.

hospital means an establishment (other than a convalescent, nursing or rest home) which has accommodation and facilities for residential patients and their treatment, including diagnosis and major surgery, and which provides 24-hour-a-day nursing by registered nurses.

hospitalisation, hospitalised means **you** go into a **hospital** as a result of a **disability** on the recommendation of a **doctor**.

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

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

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, monthly benefits means the monthly amount of benefit, as shown in **your certificate**, up to a maximum of €2,540 per policy. **We** will pay this direct to the **mortgage** account **you** have with **EBS** on **your** behalf for the credit of **your mortgage**.

monthly premium, premium means the premium **you** pay each month for this insurance.
mortgage means the credit agreement (including top up loans) between **you** or the **joint borrowers** and **EBS** which is used by **you** or the **joint borrowers** to purchase or construct a **residential property** and which is covered under this policy.

mortgage payment means the amount **you** must pay **EBS** each month as specified in **your mortgage** agreement or **your mortgage** application form.

normal pregnancy means symptoms which are a normal part of pregnancy (including being pregnant with two or more babies at the same time) and which are generally minor or temporary, which are not a danger to the mother or baby, or a combination of minor symptoms. It includes childbirth, delivery by Caesarean section or any other medically or surgically assisted delivery which does not involve medical complications.

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

permanent total disablement means an injury which includes either **loss of limb** or **loss of sight** caused directly and solely from an **accident** which in the opinion of a **doctor** appointed by **us** is an injury that wholly prevents **you** from **working** for the rest of **your** life in any occupation which **your** training/ education or experience qualifies **you** to do.

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 **restart date**, or had seen or arranged to see a **doctor** about during the 12 months immediately prior to the **start date** or **restart date**.

residential property means the property which is permanently and solely occupied by **you** and **your** immediate family, and is not used for business purposes.

restart date means the date **you** have to pay a new **monthly premium** because **you** have changed **your monthly benefit** as set out in Section 7.

self-employed means **working** for at least 18 hours a week for profit in a profession or business, either alone or with others and paying the appropriate class of Pay Related Social Insurance contributions and being liable to pay income tax.

start date means the date on **your certificate**.

state employed means **working** in paid employment for at least 18 hours a week in the Republic of Ireland. **You** must be:

- **working** in the public service; or
- **you** may be employed as a civil servant; or
- **you** may be employed by a health board, local authority or county committee of agriculture; or
- **you** may be a member of the security forces; or
- **you** may be an employee within the educational sector.

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 signed a jobseeker's agreement or similar official agreement, such as a FAS confirmation of registration, and giving **us** a copy of it. If **you** break any condition of the jobseeker's agreement or similar official agreement, **we** may suspend or stop **your** benefit.

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

we, us, our means AXA France IARD S.A., and where applicable another AXA Group Company appointed to administer this insurance policy.

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

2 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 policy; and
- **You** live and **work** in the Republic of Ireland; and
- **You** are in **full-time employment** and have been **working** for at least 6 months immediately before **you** apply; and
- **You** are either applying for a **mortgage** or **you** have a **mortgage** which is not in arrears when **you** apply;

- **You** have agreed to pay the **monthly premium** for cover; and
- **We** have accepted **your** application for cover.

Important Information

- If **you** are aware of any **pre-existing condition**, any **critical illness** or any impending **hospitalisation** at the **start date**, or the **restart date**, **we** may still insure **you**, however **we** will not pay any claims directly relating to any **pre-existing condition**, any **critical illness** or any impending **hospitalisation**.
- If **you** are aware of any impending **unemployment** at the **start date** or the **restart date**, **we** may still insure **you**, however **we** will not pay any claims relating to that impending **unemployment**.
- If the **mortgage** has been taken out by **joint borrowers**, who are both eligible for cover, the **joint borrowers** will be covered as confirmed on their **certificate** for this policy.
- When the **mortgage** is entered into by **joint borrowers**, and joint cover is required, the **joint borrowers** must each complete the application form for this policy. The **joint borrowers** maximum cover is limited to the **monthly benefit**, up to €2,540 per policy.

3 What are you covered for?

3.1 Disability cover

(Applicable to PAYE Workers and State & Self Employed Workers)

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 at least 90 days in a row, **you** will be entitled to make a claim.

We will not pay **you** for the first 60 days in a row of any **disability** as this period of any claim is excluded.

From then on **we** will pay **you** a **monthly benefit** for a continuous period of 30 days in a row that **you** are out of **work** due to **disability** and thereafter **we** will pay **you** a **monthly benefit** for each continuous period of 30 days in a row that **you** remain out of **work** due to **disability** until the earliest of the following:

- The **end date**; or
- **You** fail to provide evidence of **your disability**;
or
- The **outstanding balance** has been paid; or
- **We** have paid no more than 12 **monthly benefits** for each claim; or

- **We have paid 60 monthly benefits** for all **disability** claims.

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

Further disability claims

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

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

If two periods of **disability** are separated by 90 days or less **we** will treat this as one continuous claim but **we** will not pay **you** for any time **you** were not **disabled** between these periods. The most **we** will pay for this continuous claim is 12 **monthly benefits** in total.

You cannot claim for more than one cover at one time, (i.e. **we** will not pay **unemployment, critical illness** or **hospitalisation** benefit for any period that **you** are entitled to **disability** benefit, and vice versa).

Disability cover exclusions

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

- any **pre-existing condition**; or
- any **disability** or **hospitalisation** arising within 30 days of the **start date** or **restart date**; or
- any **disability** or **hospitalisation** arising within 60 days of the **start date** if this policy is arranged more than 30 days after the date **your mortgage** funds are released; or
- self-inflicted injuries; 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:
 - o diagnosed by a **doctor** or **consultant** who specialises in obstetrics; and
 - o is not excluded under any other exclusions set out in this section; or
- psychiatric illness or mental disorders, including stress and stress-related conditions unless certified by and under the care of a consultant

- psychiatrist or
- any **elective surgical procedure**; or
- if **you** were aware of any **disability** or **hospitalisation** at the **start date** or **restart date**; 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 to show abnormality.
- any disability which occurs while **you** are **working** outside the Republic of Ireland, unless **you** are working:
 - (a) for the Permanent Defence Forces or as a civil servant in an **Irish** embassy or consulate, or
 - (b) on a specific project for less than 30 days outside the Republic of **Ireland** and are actually outside **the Republic of Ireland** for less than 30 days, or
 - (c) for an employer that is an **Irish** registered company which assigns **you** to work in the European Union on the same terms and conditions of **your** work in the Republic of Ireland.

We will not pay **you** for the first 60 days in a row of any **disability** as this period of any claim is excluded.

3.2 Unemployment cover (PAYE Employees only. Not applicable to State & Self Employed Workers)

If **you** are **working** or on statutory maternity leave (not any extended leave provided by **your** employer), and **you** become **unemployed** during the **insured term** for at least 90 days in a row, **you** will be entitled to make a claim.

We will not pay **you** for the first 60 days in a row that **you** are **unemployed** as this period of any claim is excluded.

From then on **we** will pay **you** a **monthly benefit** for a continuous period of 30 days in a row that **you** are out of **work** due to **unemployment** and thereafter **we** will pay **you** a **monthly benefit** for each continuous period of 30 days in a row that **you** remain out of **work** due to **unemployment** until the earliest of the following:

- The **end date**; or
- **You** fail to provide evidence of **your unemployment**; or
- The **outstanding balance** has been paid; or
- **We** have paid no more than 12 **monthly benefits** for each claim; or
- **We** have paid 36 **monthly benefits** in total for all **unemployment** claims.

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

Temporary work

If **you** are receiving **unemployment** benefit and want to start temporary work for 6 months or less, please let **us** know before **you** start that temporary work. **We** will not pay any **monthly benefits** while **you** are working temporarily, (unless that work is less than 18 hours per week) but when the temporary work finishes **we** will continue **your unemployment** claim and will treat this as one continuous claim, up to 12 **monthly benefits** in total.

Pregnancy and unemployment

If **you** are **unemployed** and become pregnant, **we** will continue to pay **your 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 **unemployed** and that **you** are actively looking for **work** to receive **unemployment** benefit.

Further unemployment claims

If two or more periods of **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. The most **we** will pay for this continuous claim is 12 **monthly benefits** in total.

If the two periods of **unemployment** are separated by more than three months, **you** must return to **work** for at least 6 months in a row before **you** can make another **unemployment** claim.

You cannot claim for more than one cover at one time, (i.e. **we** will not pay **disability, critical illness** or **hospitalisation** benefit for any period that **you** are entitled to **unemployment** benefit, and vice versa).

Unemployment cover exclusions

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

- **you** are self or state **employed**

- **you** were not in **full-time employment** for at least 6 months immediately before **you** became **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 **unemployed**; or
- at the **start date** or within 90 days of the **start date** **you** knew **you** would be made **unemployed** if this policy is arranged more than 30 days after the date **your mortgage** funds are released; or
- **your work** was seasonal, casual or temporary, or **unemployment** is a regular feature of **your work**; or
- **you** resigned or **you** accepted voluntary redundancy; or
- **you** lost **your** job because of misconduct, fraud, dishonesty, an unofficial strike or lock-out, or any criminal act proven against **you**; or
- **you** have taken retirement and **you** have no intention of getting another job.
- If **your** unemployment occurs while **you** are **working** outside the Republic of Ireland, unless **you** are **working**:
 - (a) for an employer that is an Irish registered company who assigns **you** to work in the European Union on the same terms and conditions of **your** work in the Republic of Ireland.
 - (b) in the Republic of Ireland when **you** apply for this cover and the job location moves outside the Republic of Ireland, provided claim validation for unemployment claims can be provided by an appropriate employment office situated in the Republic of Ireland.

We will not pay **you** for the first 60 days in a row that **you** are **unemployed** as this period of any claim is excluded.

Fixed-term contracts

If **your** fixed-term contract ends **you** will not be able to make an **unemployment** claim unless:

- **you** have been in continuous **work** with the same employer for at least 24 months and **your** contract 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 by the employer without a break in employment and **you** had no reason to believe that it would not be renewed again.

3.3 Hospitalisation cover (State and Self Employed Only. Not applicable to PAYE workers)

If **you** are **working** or on statutory maternity leave (not any extended leave provided by **your** employer), and **you** become **hospitalised** during the **insured term** for 5 days in a row, **we** will pay a **monthly benefit**. After that, **we** will continue to pay a **monthly benefit** for each complete period of 30 days in a row of **your hospitalisation**, until the earliest of the following:

- **you** fail to provide evidence of **your** continuing **hospitalisation**; or
- the **end date**; or
- 12 **monthly benefit** payments have been paid for each claim; or
- the **outstanding balance** has been paid.

You cannot claim for **hospitalisation** benefit and **disability** benefit at the same time. **We** will only pay a **disability** benefit or a **hospitalisation** benefit at any one time. **You** must return to **work** for at least 6 continuous months in a row before **you** can make another claim for **hospitalisation** benefit.

Hospitalisation cover exclusions

We will not pay you a monthly benefit for hospitalisation if you are a PAYE employee. Please note that the exclusions for **hospitalisation** cover are the same as the exclusions for **disability** cover. Please see the **disability** cover exclusions in Section 3 entitled What are **you** covered for?

3.4 Critical illness cover

Premier Gold 1

We will pay a **monthly benefit** for up to 24 months for any one claim if **you** are **working** or on statutory maternity leave (not any extended leave provided by **your** employer) and **you** suffer an **accident** resulting in either **permanent total disablement** or one of the **critical illnesses** shown below.

Premier Gold 2

We will pay the **outstanding balance** up to a maximum amount of €175,000 if **you** are **working** or on statutory maternity leave (not any extended leave provided by **your** employer) and **you** suffer an **accident** resulting in either **permanent total disablement** or one of the **critical illnesses** shown below.

We may at **our** expense ask an independent medical examiner to confirm the **permanent total disablement** or **critical illness**.

Critical Illness Definitions

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

The 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 6 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).

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.

Critical illness exclusions

We will not pay **critical illness** benefits for any **critical illness** arising from or in connection with any of the following:

- Any **pre-existing condition**; 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 not prescribed by a **doctor**, and not used to treat drug addiction; or
- A **critical illness** arising within 30 days of the **start date**, or **restart date**; or
- A **critical illness** arising within 60 days of the **start date** if this policy is arranged more than 30 days after the date **your mortgage** funds are released.

4 How to claim

- **Ask for a claim form**
You should contact **EBS**, or **AXA Partners SAS** at PO Box 602, Shannon, County Clare, or phone us on 1890 818 255 to ask for a claim form. To help us assess our service, we record and monitor phone calls.
- **Fill in the claim form**
Please fill in the claim form fully and accurately, and return it to us at PO Box 602, Shannon, County Clare. We may also ask you for other information and documents to help us process your claim.
- **Time limit to submit your initial claim form**
The claim form must be sent to us within 180 days of the date **your disability, unemployment, hospitalisation or critical illness** 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, unemployment** and **hospitalisation** claims, **you** must fill in a continuing claim form for each month **you** are claiming.
- We may ask **you** to attend an Independent Medical Examiner at **our** expense.
- **How to change your claim**
If during a valid **disability** or **hospitalisation** claim **you** have a valid claim for **unemployment**, or vice versa, please contact **us** straightaway and we will send **you** a new claim form to fill in with details of **your** new claim. We will ignore the fact **you** have not been **working** because of **your** current claim. The most we will pay for both claims combined is 12 **monthly benefits** or the **outstanding balance**, whichever happens first.
- We will only pay **you** one type of **monthly benefit (disability, critical illness, hospitalisation or unemployment)** at any one time.
- The maximum combined benefit payable for Premier Gold 1 **critical illness** cover under this policy and any other of **our** policies sold by **EBS** will not be more than 24 **monthly benefits**.
- The maximum combined benefit payable for Premier Gold 2 **critical illness** cover under this policy and any other of **our** policies sold by **EBS** will not be more than €175,000.
- The maximum combined benefit payable for **disability, unemployment** or **hospitalisation** under this policy will not be more than the **monthly benefit**, up to €2,540 per policy.
- When we pay a claim the benefit will be paid on **your** behalf to **your mortgage** account with **EBS**.
- The appropriate taxes and Government Levy 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.

5 When does cover end?

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

- if **you** die; or
- when **you** reach 65; or
- if **you** permanently retire. **You** should contact **EBS** if **you** permanently retire before 65 so that **your** policy can be cancelled; or
- when **your mortgage** ends; or
- when **you** miss paying three **monthly premiums** in a row (if **you** are unable to pay **your monthly premium** please contact **EBS** to discuss **your options**); or
- when **your** cover is cancelled by **us** or by **you**.

6 Important notes about your policy

- If **you** know **you** have a **pre-existing condition** or major injury/critical illness at the **start date/restart date**, or **you** have seen or arranged to see a **doctor** about a **pre-existing condition** during the 12 months immediately before the **start date/restart date**, **we** may still insure **you**. However **we** will not pay any claims directly relating to that **pre-existing condition** or major injury/critical illness.
- If **you** know **you** may become **unemployed** at the **start date/restart date**, **we** may still insure **you**. However, **we** will not pay any claims relating to that **unemployment**.
- If **you** are aware of any impending **hospitalisation** at the **start date/restart date**, **we** may still insure **you**. However, **we** will not pay any claims relating to that possible **hospitalisation**.
- If within the first 30 days **you** wish to cancel **your** policy, please write to **EBS** enclosing **your** certificate and **we** will refund any premium **you** have paid, as long as **you** have not made a claim. After that **your** policy may only be cancelled by **you** or by **us** giving 30 days notice in writing. **We** will not refund any of **your monthly premiums** if **your** policy is cancelled more than 30 days after the **start date**.
- If **your monthly benefit** is less than the monthly mortgage repayment, this policy does not cover the shortfall.
- **You** must pay **your monthly premiums** each month, even when making a claim, to be covered. If **your** last **monthly premium** has not been paid when due and **you** want to make a claim, **we** will not consider this claim until **your monthly premium** has been paid.

Warning: We may change the terms in this policy (including a change in the rate of **your monthly 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 **monthly premiums** change; 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.

- If **you** cancel **your** policy before it is due to finish, **we** may refund some of **your monthly premium** (as long as **you** have not made a successful claim). **Your** policy does not have a surrender value (**you** cannot get any benefits if **you** cancel it).
- **You** can choose which law will apply to the policy. This policy is subject to Irish law and to the jurisdiction of the Irish courts and shall be in the English language unless **we** make a written agreement with **you** saying otherwise.
- 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.
- Benefits under some insurance policies may affect **your** entitlement to certain state benefits.
- If **you** find **you** are not covered for something that **you** feel **you** have asked for, or if **your** circumstances change at any time during the **insured term**, please contact or write to **EBS** immediately. If **you** do not do so **your** policy may be affected.

- **You** cannot transfer **your** rights or interest in this policy to any other person. This policy will not have any value at the **end date** or if it is cancelled.
- If **you** make a claim for a 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**.
- **Data protection**
You understand and give explicit consent that the sensitive health and other information **you** provide will be used by AXA France IARD S.A. (the data controller) trading as AXA Partners - Credit & Lifestyle Protection, its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any other insurance, handle claims and prevent fraud. This may involve the transfer of such information to other countries (including those which have limited or no data protection laws). AXA France IARD S.A. (trading as AXA Partners - Credit & Lifestyle Protection) has taken steps to ensure that **your** information is held securely. **You** have the right to access **your** personal data held by AXA France IARD S.A. (trading as AXA - Credit & Lifestyle Protection). If **you** believe that the personal data held by AXA France IARD S.A. (trading as AXA Partners - Credit & Lifestyle Protection) is inaccurate **you** have the right to ask for this to be rectified.

7 Changing your Monthly Benefit

If **you** want to change **your monthly benefit you** must send this request to **EBS** in writing. Once your requested change has been processed **EBS** will issue confirmation of the new **monthly premium** and restart date.

If **your mortgage payment** changes **you** can ask **EBS** to change your **monthly premium/monthly benefit** to cover the new amount of **your mortgage payment**. Please write to **EBS** requesting this to be changed.

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

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

- **you** become **unemployed** on or before the **restart date**; or
- **you** stop **working** or **you** are told that **your work** will stop within 180 days of the **restart date**; or

- **you** are already claiming on the **restart date**; or
- if **you** suffer a **disability** as a result of a **pre-existing condition** during the 12 months before the **restart date**.

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

8 Our promise of service

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 about **your** policy or claim, please contact:

AXA Partners S.A.S
P.O. Box 602
Shannon
Co. Clare

Phone: 1890 818 255

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

Consumer Affairs Department
AXA Partners S.A.S
P.O. Box 602
Shannon
Co. Clare

Phone: 1850 81 22 25

If **you** have any other type of enquiry or complaint, please contact:

EBS d.a.c.
The EBS Building
2 Burlington Road
Dublin 4, D04 WV00

Phone: 1850 654 321

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

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**

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

EBS Mortgage Payment Protection Insurance cover is arranged by **EBS** d.a.c. in its capacity as a multi agency intermediary and is provided by AXA France IARD S.A. (trading as AXA Partners - Credit & Lifestyle Protection).

AXA France IARD S.A. trading as 'AXA Partners – Credit & Lifestyle Protection', is authorised by Autorité de Contrôle Prudential et de Résolution (ACPR) in France and regulated by the Central Bank of Ireland for conduct of business rules.

We AXA France IARD S.A. (Branch No: 624115. French Company No: 722 057 460. ACPR No: 4022109.) have a registered office at Building 7000, Atlantic Avenue, Westpark Business Campus, Shannon, County Clare. Registered in France with its registered address at 313, Terrasses de l'Arche, 92000 Nanterre, France.

AXA Partners S.A.S. trading as 'AXA Partners – Credit & Lifestyle Protection', is authorised by ORIAS in France and is regulated by the Central Bank of Ireland for conduct of business rules.

AXA Partners S.A.S. (Branch No: 908621. French Company No: 813 778 412 RCS Nanterre. Orias No: 15006083) has its registered office at Building 7000, Atlantic Avenue, Westpark Business Campus, Shannon, County Clare. The company is a private limited company registered in France with its registered address at 313 Terrasses de L'Arche, 92727 Nanterre Cedex, France.

EBS d.a.c. is paid for the service provided to you by means of a remuneration arrangement with AXA France IARD S.A. (trading as AXA Partners - Credit & Lifestyle Protection). The details of such remuneration are available on request.

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







EBS d.a.c. is regulated by the Central Bank of Ireland. Registered Office of EBS: The EBS Building, 2 Burlington Road, Dublin 4, D04 WV00. Registered No. 500748.

AXA/EBS/SPD 01/18