

Local Authority  
Mortgage Repayment  
Protection Plan  
Group Insurance Scheme



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## Policy declaration

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### Policy declaration

Generali PanEurope dac, hereafter known as the 'Company' has entered into this Master Policy with the 'Creditors', as defined, to provide benefits in the event of the death or Total Disability of certain persons who have obtained mortgages from the Creditors.

The Company now confirms that if a claim arises, within the terms of this Master Policy, and is admitted by the Company, the Company will pay to the Creditors the benefits insured under this Master Policy.

The start date of this Master Policy is 1 January 2017.

### Chris Ennis

Authorised Signatory  
Generali PanEurope dac

### Master Policy

This Master Policy is dated 1 January 2017. The appropriate levy, currently at 1% will be paid. This Master Policy is governed by the Law of Ireland.

This Master Policy applies to:

- All eligible new Borrowers after 1 January 2017 and increases to existing borrowings for all existing eligible Borrowers after 1 January 2017.
- All existing eligible Borrowers under the Local Authority Pre 1986 Mortgages and Tenant Purchase Mortgage Loans under 1988 Tenant Purchase Scheme ('pre 1986 Scheme') are covered for Monthly Disability Benefit, subject to the Eligibility conditions of the Master Policy, effective on 1st January 2009.
- All eligible Rental Equity (Shared Ownership) Borrowers that opted in at the available opportunity in June 2009 and compulsory for all new eligible Borrowers (Shared Ownership) post that date.
- All existing eligible Rental Equity (Shared Ownership)/ capitalisations Borrowers who have completed the required paperwork and been accepted for inclusion into the MRPP scheme.

### Eligibility - Entry criteria for the MRPP Group Scheme

At the point of joining the MRPP Scheme the Borrower(s) must meet with the following:

1. Has attained the age of 18 years but not 55 years (60 if already covered under policy and subsequently insuring the Rental Equity/Shared Ownership element),
2. was at Work, and
3. has not been prescribed, taken or been advised to take any medication or treatment for pre-existing medical conditions in the last 12 months for a period of more than 3 weeks (colds, influenza, backache and oral contraceptive pill may be ignored) and
4. was not under the care of a consultant or specialist, or due to attend a hospital follow up or awaiting any medical referral, medical investigation, medical test results, surgical procedure or consultant, specialist or hospital appointment and
5. not been declined for Life, Disability or Private Medical Insurance and
6. Continues to reside in the property covered by the Agreement.

## 1. Definitions

The following words or expressions are used throughout this document and this is what they mean:

'Additional Benefit' means the Company will pay to the Creditor, a sum of €3,000 in addition to the 'Death Benefit' as defined in Part 4 of this policy, where the date of death is on or after 1 January 2012.

'Agreement' means the Mortgage Repayment Protection Plan (MRPP) Agreement entered into when a Residential Mortgage and/or shared ownership loan is granted by a Creditor to a Borrower that is eligible for entry into the Group MRPP to protect the Borrower's repayment on that permanent primary residence.

'Borrower' means the person(s) who meets the definition of Eligibility and whose name(s) appears on the Residential Mortgage Agreement and/or shared ownership loan agreement with the Creditor; and who, signed the Policy Health Declaration for inclusion in the Local Authority MRPP.

'Eligibility' means the Borrower(s) who meets the entry Eligibility criteria outlined at the date the Borrower(s) joined the MRPP Group Scheme. For all new Borrowers on or after 1 January 2017 Eligibility is as outlined above and is also set out in the Policy Health Declaration.

The Policy Health Declaration forms an integral part of the Policy and forms a vital element in the Claims Process. It is attached to this Policy. Once completed by the Borrower(s) it MUST be retained by the relevant Creditor.

For Death Benefit purposes it is not necessary for the person to have met the 'at Work' clause in order to be considered a 'Borrower'.

In order for a Borrower to have a valid disability claim, the Borrower must meet the definition of Work on the date of Total Disability.

In the case of married persons/registered civil partners where one spouse/registered civil partner is named on the Mortgage/Rental Equity/Shared Ownership Rental Equity/Shared Ownership Agreement, the other spouse/registered civil partner will, for the purposes of the Master Policy, be deemed to be a joint Borrower, provided that they met with the Eligibility criteria at the date of signing the Policy Health Declaration at the time of the MRPP Agreement, and are named on the Mortgage Loan Agreement/Shared Ownership Loan Agreement, for as long as they remain legally married and are not legally separated or divorced or in the case of a Registered Civil partnership, that partnership has not been legally dissolved or the subject of a decree of nullity.

Following legal separation only the Borrower that remains resident in the property can continue to be covered under this policy.

In the case of joint Borrowers the Eligibility conditions will apply to both Borrowers at the time of signing the Mortgage/Rental Equity/Shared Ownership Agreement (Shared Ownership). Benefit is only payable in respect of eligible Borrowers. In the case of joint Borrowers if one of the Borrowers is ineligible this will not in itself invalidate the Eligibility of the other Borrower. In the case of joint Borrowers where one of the Borrowers is ineligible the other Borrower is the Borrower for Monthly Disability Benefit and Death Benefit purposes, provided he/she meets the Eligibility criteria.

In the event that a single Borrower at the time of signing the Mortgage/Rental Equity/Shared Ownership Rental Equity/Shared Ownership Agreement wishes to add a joint Borrower to that Agreement at a later date, the new joint Borrower must complete the Policy Health Declaration and meet the Eligibility criteria for acceptance to the MRPP at the time they are legally added to the Mortgage/Rental Equity/Shared Ownership Rental Equity/Shared Ownership Agreement as a named Borrower.

For all existing eligible Borrowers under the Local Authority Pre 1986 Mortgages and Tenant Purchase Mortgage Loans under 1988 Tenant Purchase Scheme ('pre 1986 Scheme') at 1st January 2009, the above additional Eligibility conditions will apply as at 1st January 2009 for the purpose of determining Eligibility for Monthly Disability Benefit.

For all existing eligible Borrowers under either the Local Authority Mortgage Protection Scheme ('post 1986 Scheme') or the Local Authority pre 1986 Mortgages and Tenant Purchase Mortgage Loans under 1988 Tenant Purchase Scheme ('pre 1986 Scheme') at 1 January 2009 who wish to apply to cover the 'Insured Rental Equity/Shared Ownership Rental Equity/Shared Ownership', the above Eligibility requirements will apply at the date the Policy Health Declaration for inclusion in the Local Authority Mortgage Repayment Protection Plan for 'Insured Rental Equity/Shared Ownership Rental Equity/Shared Ownership' is signed by the existing Borrower.

'Cessation date' means the date Generali PanEurope dac cease to insure the scheme. Claims incurred before the 'Cessation Date' but notified three months or more after the 'Cessation Date' will not be the responsibility of Generali PanEurope dac. These claims will be the responsibility of the new insurer.

'Company' means Generali PanEurope dac.

'Creditor/s' means the Local Authority(ies) of Ireland (collectively and individually), as specified in the Local Government Act 2001, which granted the mortgage and/or Insured Rental Equity/ Shared Ownership Rental Equity/Shared Ownership/Shared Ownership, if applicable, or if the Local Authority which issued the mortgage is no longer the Local Authority administering the mortgage, the Local Authority which at the relevant date is administering the mortgage. In relation to any particular Borrower it means the Local Authority currently administering the mortgage and/or Insured Rental Equity/Shared Ownership Rental Equity/Shared Ownership, if applicable.

'Death Benefit' is as defined in Part 4 of this policy. The Company reserves the right to pay benefit based on a decreasing annuity even where the benefit declared has not decreased.

'Date of Claim Settlement' means, in relation to Death Benefit, the date on which the Company agrees to issue payment of the benefit and cover under the policy ceases for the Borrower. The benefit payable will be the sum assured at date of death, excluding any arrears/underpayment and accumulated daily interest. No allowance will be made for interest accrued between date of death and date of settlement.

'Deferred Period' a period of 90 consecutive days of inability to Work due to illness or injury after which Monthly Disability Benefit may become payable. There is no Monthly Disability Benefit for the first 60 days.

'Insured Rental Equity/Shared Ownership' means the Rental Equity/Shared Ownership portion of Shared Ownership Loans for all eligible Borrowers borrowing under Shared Ownership Transactions where the Borrower(s) have opted to avail of the Rental Equity/Shared Ownership Rental Equity/Shared Ownership cover. Cover will cease at the Termination Date.

'Insured Rental Payment' means the rental payment for the Rental Equity/Shared Ownership portion of Shared Ownership Loans for all Borrowers borrowing under Shared Ownership Transactions where the eligible Borrower(s) has opted to avail of the Rental Equity / Shared Ownership cover. Cover will cease at the Termination Date.

'MARP' means mortgage arrears resolution process which for this policy is the process of assisting a Borrower who is having difficulty paying their mortgage or Rental Equity/Shared Ownership and has entered into a formal long term or short term arrangement with the Local Authority by any of the agreed means available within the MARP guidelines, e.g. increasing the capital balance and/or extending the term of the mortgage and an eligible Borrower(s) have signed the relevant additional Policy Health Declaration.

'Medical Evidence' is the ongoing receipt of information acceptable to the Company from a Medical Physician to support the Borrower's inability to Work. The Borrower must continue to be under the Regular Care and Attention of a Medical Physician.

'Medical Physician' is a legally qualified and duly licensed physician or psychotherapist registered with the Irish Medical Council or with a similar body abroad who is not a relative of the Borrower. For the purpose of this definition non-registered physicians deemed qualified by the Company will be included as 'Medical Physician' for the purpose of claims assessment.

'Monthly Disability Benefit' means the total of the monthly mortgage repayment amount covered by the original mortgage drawdown plus, where relevant, the amount of any top up or restructured loan covered by a satisfactory Policy Health Declaration and any monthly Insured Rental Payment, covered by a satisfactory Policy Health Declaration in respect of the eligible Borrower at date of Total Disability, excluding arrears/underpayment and interest on the arrears/underpayment; or such other amount which the Creditor has notified to the Company and which the Company, in writing, has agreed to pay to the Creditor. The monthly benefit paid by the Company must not be offset against the arrears.

The Monthly Disability Benefit the Company will pay will be the amount which will cover the mortgage repayment only of the capital balance of the insured mortgage at the date of Total Disability. The benefit will not change save for changes in interest rates. Once benefit is in payment outside of the annual January adjustment, changes due to interest rates will be limited to one per annum.

'Registered Civil Partnership' as defined in the Civil Partnership And Certain Rights And Obligations Of Cohabitants Act 2010.

'Regular Care and Attention' means the continuing ongoing appointments and treatment of a Borrower under a Medical Physician for the condition or conditions due to which the Borrower suffers from Total Disability.

'Residential Mortgage' means a loan on the Property, to be the Borrower's permanent primary residence, for which the Creditor has granted a mortgage and the Borrower has entered into an Agreement.

'Termination Date' means in respect of the Borrower the happening of the first of the following events

- i) the date agreed between the Creditor and the Borrower for the final repayment of the mortgage; or
- ii) the date on which the Borrower's obligations under the mortgage are terminated or are assigned or transferred by the Borrower to a third party; or
- iii) the date on which the Borrower reaches the age of 65 in respect of Monthly Disability Benefit or the age of 75 in respect of Death Benefit; or
- iv) the date of execution of an order for repossession of the property mortgaged under the mortgage; or
- v) the date on which it comes to the Company's attention that the Borrower supplied false information to the Creditor, the Company or their agents; or
- vi) the date on which the Death Benefit becomes payable.

'Total Disability' means the Borrower is suffering from a condition, illness or injury sufficient to prevent him/her from engaging in Work as confirmed by Medical Evidence and acceptable to the Company.

'Work' means being gainfully employed by engaging in an activity for remuneration, reward or profit, and includes the following:-

- i) the Work the Borrower normally does;
- ii) any Work his/her experience, education or training may reasonably qualify him/her to do, and
- iii) if the Borrower is self-employed: assisting, managing and/or carrying out any part, whatsoever, of the running of his/her business;
- iv) working or employed as confirmed by a letter from employer on Company letterhead and P60 or accounts / tax returns if self-employed.

In this Master Policy unless the context otherwise required words and phrases cognate with those defined above will be construed in accordance with such definition, and the singular will include the plural and the masculine the feminine.

## 2. Special provisions

- a. The Company will not change any clause of this Master Policy without the Creditors' written consent to do so. Any future changes which may be required to this Master Policy and Policy Health Declaration will be made by the addition of an endorsement to the Master Policy.
- b. The Company may, without prior notice, cease to insure benefits under this Master Policy if the Creditors wilfully fail to pay it any premium or premiums due under this Master Policy.
- c. Benefits will cease to be insured under this Master Policy by either party giving not less than 180 days written notice to the other party. However, the Creditors cannot request the Company to cease to insure benefits prior to 31 December 2020 for Mortgage Agreements and 30 June 2021 for Rental Equity/Shared Ownership Agreements, and the Company, subject to clause B above, cannot without the permission of the Creditors, cease to insure benefits prior to 31 December 2020 and 30 June 2021 respectively.
- d. If the Company ceases to insure benefits for any reason whatsoever it will fulfil its obligations under the Master Policy in respect of benefits in course of payment and in respect of any claim where the event giving rise to the claim occurred before the effective date of cessation and was notified to the Company within 3 months of the effective date of cessation. Claims that occurred before the effective date of cessation but which are notified to the Company after three months of the effective date of cessation will not be the responsibility of the Company.
- e. The Company reserves the right, prior to payment of benefit, to call for evidence of the age of the Borrower and if the true age of the Borrower would have meant the Company would not have insured benefits in respect of him/her the Company will refund any premium paid in respect of that Borrower to the Creditors who will use that refund to repay as much as possible of the outstanding mortgage and, if there is a surplus, to pay any surplus to the Borrower or, where appropriate, to his/her legal personal representatives.
- f. **Any fraudulent misstatement, misrepresentation or concealment by a Borrower on the Policy Health Declaration or, if applicable, claim form in respect of the benefits insured under this Master Policy, will render the insurance in respect of that Borrower null and void.**
- g. A clerical error by the Creditors or the Company will not invalidate insurance otherwise validly in force, nor continue insurance not validly in force.

- h. An information leaflet may be issued to Borrowers from time to time, giving them brief details of the terms of the Master Policy. However, it will have no legal force, it will not create a legal relationship between the Company and the Borrowers and it will not put the Company under any obligation to the Borrowers.

### 3. Premiums

The Company will charge premiums at rates agreed between the Company and the Creditors.

Premiums will be paid by the Creditors on the following basis:

#### Annual Premium

An annual return will be submitted by each Creditor giving details of Borrowers and capital outstanding, excluding arrears/underpayment, as at 1 January each year and Insured Rental Equity/Shared Ownership portions as at 1 July each year. The annual premium will be forwarded with the annual return in the prescribed format on 31 January and the Rental Equity/Shared Ownership annual premium will be forwarded with the annual return in the prescribed format on 31 July.

#### Monthly Premium Adjustment

A monthly return in the prescribed format to show new loans issued or restructured and redeemed during the month will be furnished. A premium to provide cover on new loans to next annual premium due date, less credit for redeemed loans will accompany each monthly return. Monthly returns to be submitted within 30 days of each month end.

Failure to pay premiums by the due dates will incur late payment charges at the rate of 1% per month.

### 4. Death benefit

On the death of a Borrower the Company will pay to the Creditor via Marsh:

1. The amount of the principal of the insured mortgage outstanding and the amount of any Insured Rental Equity/ Shared Ownership at the Date of Claim Settlement, excluding any arrears/underpayment due on the Account at the date of death.
2. Any top up or capitalised restructuring of an original mortgage agreed between the eligible Borrower and the Creditor if covered by a new Policy Health Declaration and revised premium at the time the mortgage increase is agreed.

3. The Additional Benefit. The Creditors reserve the right to repay as much as possible of any outstanding arrears/ underpayment due on the Borrower's Account from the Additional Benefit and, if there is a surplus, to pay any surplus to the appropriate legal personal representatives of the deceased.

Once a Death Benefit payment has been made the remaining eligible Borrower will not in the future be eligible to cover that element of the loan under this policy i.e. it will not be possible for the remaining eligible Borrower to sign a new Policy Health Declaration and reinsure the annuity or Rental Equity/Shared Ownership where a claim has been already paid from the policy for that insured mortgaged address.

### 5. Monthly disability benefit

- a. If, after the Deferred Period, the Borrower continues to suffer Total Disability and is medically unable to Work, the Company will pay one Monthly Disability Benefit to the Creditor. There is no Monthly Disability Benefit payable for the first 60 days. If, thereafter, the Borrower continues to satisfy Total Disability and remains medically unable to Work as confirmed by Medical Evidence required to support the ongoing claim, the Company will make another payment of the Monthly Disability Benefit, and will, subject to Clause D of Part V, continue to do so at further calendar monthly intervals until the Termination Date, provided Medical Evidence confirms the Borrower continues to suffer from Total Disability and the Borrower continues to receive regular treatment and care from a Medical Physician.
- b. Where the Total Disability is due to any mental condition, including but not limited to nervous breakdown, depression and anxiety, the Company will only pay the Monthly Disability Benefit for a maximum of 24 months in total for the duration of the policy.
- c. Where the Borrower has returned to Work and Monthly Disability Benefit has ceased successive periods of Total Disability from the same cause separated by less than 6 calendar months will be treated as a single period of Total Disability subject to a single waiting period and will be regarded as a continuation of the same Total Disability.
- d. Where the Borrower has had a claim accepted for Monthly Disability Benefit the liability of the Company will be fixed at that date the claim was accepted and will not change, save for interest rate changes. Once benefit is in payment, outside of the annual January adjustment, changes due to interest rates will be limited to one per annum. The Creditor will be responsible for ensuring that the balance outstanding on the mortgage reduces accordingly. Premiums should be calculated on the reduced sum assured and the Company will not be responsible for increases in benefit where the Creditor has entered into a new Agreement post acceptance of the claim.



- e. In the case of joint Borrowers, in the event of Total Disability of both Borrowers Monthly Disability Benefit is payable in respect of only one Borrower at any point in time. There is no double payment of Monthly Disability Benefit.

## 6. Exclusions

No benefits will be paid where death or Total Disability is caused or contributed to by war, whether war was declared or not, act of foreign enemy, hostilities, wilful participation in acts of violence, including riot, civil commotion, insurrection or usurpation of power or any act incidental thereto, unless the Borrower was carrying out his/her duties as a member of the Defence Forces or as a member of the Gardaí or as a member of the Garda Reserve or as a member of voluntary emergency services.

In addition no benefits will be paid where Total Disability is caused or contributed to by:

- a. self-inflicted injury or illness; or
- b. breach of any law by the Borrower for which he has been indicted; or
- c. any disorder of the back, neck or spine unless there are definite clinical findings to the Company's satisfaction that prove injury or disease sufficient to cause Total Disability, or any degenerative changes.

### Travel

No benefit will be payable in respect of Total Disability if the Borrower travels outside Ireland, for longer than 13 weeks and/ or the Property to which the MRPP Agreement is linked ceases to be the principal primary residence of the Borrower unless specifically agreed by the Company and confirmed in writing.

Where the Borrower is carrying out his/her duties as a member of the Defence Forces or the Gardaí or as a member of the Garda Reserve or as a member of voluntary emergency services on United Nations sanctioned duty and in the event of a claim satisfies the Company, on an ongoing basis, of the continuance of the Total Disability the travel exclusion will not apply.

### Residence

If the Borrower is no longer resident in the Residential Mortgage property they no longer meet the definition of Eligibility for Monthly Disability Benefit and the Monthly Disability element of the Agreement is cancelled from the date the Borrower ceased to be resident in the property.

Where a claim is in payment Monthly Disability Benefit will cease when the Borrower is no longer resident in the Residential Mortgage property unless we specifically agree to the contrary in writing.

## 7. Claims procedures

The following conditions apply to any claims made under this Master Policy.

### Total Disability

- If the Claimant is working and suffers Total Disability preventing him/her from working for 13 weeks, Generali will pay to the Local Authority from the 91st day, the total of the monthly mortgage repayment and any monthly Insured Rental Payment, excluding arrears/underpayment or interest on arrears/underpayment.
- Disability Benefit is provided up to age 65 or to end of the mortgage term, whichever is earlier.
- Where the Disability is due to any mental condition, (including but not limited to nervous breakdown, depression and anxiety), valid claims are subject to a maximum of 24 Monthly Disability Benefit payments for the duration of the policy.

Written notice of a claim in respect of any Borrower must be given to the Company, using the Company claim form, within 13 weeks of the commencement of Total Disability of the Borrower.

A Company claim form received after 13 weeks and before 24 months of the date of Total Disability will be assessed as though the date of Total Disability was 13 weeks prior to receipt by the Company of the claim form detailing Total Disability.

If the period of disability ceases prior to receipt of the claim form no claim will be payable.

The Company will be responsible for claims that occurred prior to the Commencement Date where notification is made three months after the Commencement Date.

Borrowers who fail to notify the Company within 24 months of the date of Total Disability will not automatically be eligible for payment of Monthly Disability Benefit and the Company reserves the right to decline all such claims.

The Borrower or his / her legal personal representative will, when required by the Company, and with all reasonable dispatch furnish, at his / her own expense, ongoing Medical Evidence, proof of age, evidence of gainful employment at the commencement of Total Disability and Eligibility for benefit.

The Company reserves the entitlement to require the Borrower to attend, for examination or to undergo tests, at the Company's expense, a Medical Physician or other subject matter expert nominated by it, at any time, when and as often as the Company may reasonably require. The Borrower shall submit medical examination, psychiatric assessment, assessment by an occupational therapist or any other medical or other assessment or tests, as requested by the Company, which may include the taking and testing of blood, urine or other samples.

If the Borrower fails or refuses to attend such examination or submit to such tests within the period set by the Company, the Borrower will be deemed to have ceased to be suffering from Total Disability immediately prior to the date the Company requested him/her to attend the examination, and any benefit then in payment will cease. The Borrower is under a continuous obligation to provide Medical Evidence to show the inability to Work due to illness or injury.

If Medical Evidence received or an examination or test reveals that the Borrower is not suffering from Total Disability the Borrower will be deemed to have ceased to be suffering from Total Disability on the date on which the Medical Evidence confirms their ability to Work or if applicable the date the examination or test was conducted.

#### Death Claims

- On death of the single Borrower or first Joint Borrower, Generali will pay to the Local Authority via Marsh, the insured amount of the mortgage outstanding and the amount of any Insured Rental Equity/Shared Ownership at date of death, excluding any arrears/underpayment due on the account. Death Benefit is provided up to age 75 or to the end of the mortgage term, whichever is earlier.
- Generali will also pay one Additional Benefit of €3,000 to the Local Authority who will pay this to either the legal personal representatives of the deceased or the mortgage account if arrears/underpayment has accrued.

Written notice of a claim in respect of any Borrower must be given to the Company, in a form approved by the Company, within 13 weeks of the death. The Death Benefit is payable if an eligible Borrower covered under the policy dies. A death certificate will be required to process the claim.

The legal personal representative will, when required by the Company, and with all reasonable dispatch furnish, at his/her own expense, ongoing Medical Evidence, proof of age and Eligibility for benefit.

The Company will be responsible for claims that occurred prior to the Commencement Date where notification is made three months after the Commencement Date.

Failure to provide notification to the Company within 24 months of the death of the Borrower will invalidate any claim.

#### How to claim:

Claim forms should be obtained from the Local Authority (Creditor), completed in full and returned to the Local Authority for attachment of accompanying relevant documentation. All fully completed claim forms and associated relevant attachments will then be sent to the claims administrator:

Payment Protection Claims  
Marsh Ireland  
Spiddal  
Co. Galway

for assessment on behalf of the Company.

#### 8. Miscellaneous

##### Data protection

The Borrower will be required to disclose all facts material to the assessment by us in respect of an application. Such facts are those which we would regard as likely to influence the assessment and acceptance of a proposal. If in doubt as to the relevance of any particular information, you should disclose it as failure to do so could result in being quoted the wrong terms, a claim being rejected or reduced, or rendering the policy invalid.

We are registered with the office of the Data Protection Commissioner in Ireland and are responsible for complying with applicable Irish data protection legislation.

We employ appropriate security measures to protect your and member's personal information (which may include health and medical information). Your personal information will be processed and stored by us as Data Controller (registered under and adhering to the Irish Data Protection Acts 1988 and 2003 as may be amended from time to time) on computer and/or manual systems in respect of any insurance dealings with us, both now and in the future, for underwriting, administrative, identification, customer care, service and marketing purposes, to comply with legal and regulatory obligations, and for any other purposes to which you consent. This data will remain confidential.

We may disclose personal information to other companies within the Generali Group or third parties for purposes related to the policy, medical professionals (where relevant), successors and assignees of our business or your policy, and our agents and service providers, and regulators, for the above purposes. Such third parties may be located in countries outside of the European Economic Area (EEA) whose data protection laws may not be as comprehensive as in the EU.

It may be necessary to maintain personal information for a significant period of time. However, when such information is no longer needed, it will be securely destroyed.

It is important that the information held about you or any member is accurate and up to date. Please keep us informed of any change in the personal information that we hold and let us know if there are any errors or omissions in that data. If you have any questions relating to the processing of personal information or would like to access or update your personal information, please contact our Data Protection Officer in Ireland who can be contacted via email at [dataprotection@generali.ie](mailto:dataprotection@generali.ie).

### **Arbitration**

If any dispute or difference concerning this Master Policy arises between the Company and a Creditor such dispute or difference may be referred to an Arbitrator to be appointed by agreement between the Company and the Creditor, or failing such agreement within one calendar month, by an Arbitrator appointed by the Chairman, for the time being, of the Irish Insurance Federation. The cost of Arbitration and any award shall be paid as the Arbitrator may direct and the Arbitrator's decision shall be final and not subject to appeal.

Notwithstanding clause H of Part II, and the fact that this Master Policy has been entered into solely by the Company and the Creditors, a Borrower has a similar right to refer to Arbitration.

Neither a Borrower nor a Creditor can refer to Arbitration a dispute or difference the substantive issue of which, in whole or part, has already been subject to Arbitration.

However, a Borrower may, notwithstanding that the dispute or difference may have already been subject to a decision by an Arbitrator, refer a dispute or difference to the Financial Services Ombudsman for adjudication. The contact details for the FSO are:

Financial Services Ombudsman

3rd Floor  
Lincoln House  
Lincoln Place  
Dublin 2

Lo Call: 1890 88 20 90

# Local Authority Mortgage Repayment Protection Plan (MRPP) Policy Health Declaration

## Important Note:

**This Policy Health Declaration is for all NEW Borrowers on or after 1/1/2017 or for Existing Borrowers that are seeking to insure the currently uninsured Rental Equity/Shared Ownership portion of their loan or for Existing Borrowers converting their Loan or capitalising their Arrears.**

Declaration by all Borrowers who are to be included in the scheme. Underwritten by Generali PanEurope dac (“Generali”). Please also refer to the Master Policy Document January 2017 for full details.

### Instructions

This Policy Health Declaration forms an integral part of the Master Policy for the above scheme. It should be read in conjunction with the Master Policy, a copy of which is available at the Local Authority office. The terms used in this declaration are as defined in the Master Policy.

It must be completed by:

All new Borrowers

- A Joint Borrower joining during the remaining term of the Mortgage and / or rental equity loan
- An existing Borrower(s) who restructures the loan resulting in an increase in sum assured from the date of the original loan
- All existing eligible Borrowers who wish to obtain cover for “Insured Rental Equity”
- A Borrower removing a Joint Borrower from cover.

### Summary of Benefits as at 1 January 2017

The exact definitions of Benefits and Conditions are set out in the Master Policy document, a copy of which is available from the Local Authority office. The terms and conditions of the Master Policy are renegotiated by the Local Authorities from time to time.

- Death Benefit
  - On death of the single Borrower or first Joint Borrower, Generali will pay to the Local Authority via Marsh, the amount of principal of the mortgage outstanding and the amount of any Insured Rental Equity at the date of death, excluding any arrears / accumulated daily interest due on the account at the date of death.
  - Death Benefit is provided up to age 75 or to the end of the mortgage term, whichever is earlier.
  - Generali will also pay one additional benefit of €3,000 to the Local Authority who will pay this to either the legal personal representatives of the deceased or the mortgage account if arrears have accrued.
- Monthly Disability Benefit
  - If, after the Deferred Period, the Borrower continues to suffer Total Disability and is medically unable to Work, the Company will pay one Monthly Disability Benefit to the Creditor. There is no Monthly Disability Benefit payable for the first 60 days.
  - Disability Benefit is provided up to age 65 or to end of the mortgage term, whichever is earlier.
  - Where the Total Disability is due to any mental condition, including but not limited to nervous breakdown, depression and anxiety, the Company will only pay the Monthly Disability Benefit for a maximum of 24 months in total for the duration of the policy.

**Notice:****It is important that Borrowers are made aware of the following:**

- Any fraudulent misstatement, misrepresentation or concealment by a Borrower(s), in respect of the benefits insured under the Master Policy, will render the insurance in respect of that Borrower(s) null and void.
- In the event of a claim, the completed claim form must be forwarded to the Claims Administrators, Marsh Ireland, Spiddal, Co Galway, within 91 days of the incident date. A Claim form received after 13 weeks and before 24 months of the date of Total Disability will be assessed as though, the date of total disability was 13 weeks prior to receipt by the Company of the claim form detailing Total Disability.

## Local Authority Office Use

**Important:**

A copy of this completed Policy Health Declaration must be retained on file for the duration of the Mortgage Agreement. The local authority needs to ensure that the Borrower receives the advice in respect of this product and that it is appropriate to their circumstances prior to signing the declaration. A copy of the Master Policy must be provided and information on suitability of the Borrower must be retained.

**First Borrower:**

Name: \_\_\_\_\_ Date of birth:

Mobile number: \_\_\_\_\_ Email address: \_\_\_\_\_

**Second Borrower:**

Name: \_\_\_\_\_ Date of birth:

Mobile number: \_\_\_\_\_ Email address: \_\_\_\_\_

Date original Mortgage Application received by Local Authority:

Date of Approval of original Mortgage:

Original Draw down Date:

Amount drawn down: \_\_\_\_\_

Copy of Current policy provided to Borrower:

Yes  No

Date:

Account No: \_\_\_\_\_ Original term: \_\_\_\_\_

**Restructured Loans/Rental Equity Borrowing:**

Has the loan ever been restructured? Yes  No

Date of Restructure:       Amount at date of restructure: \_\_\_\_\_

Revised term if applicable: \_\_\_\_\_

Nature of Restructure (please tick one):

REB - Annuity No Arrears  REB - Annuity with Arrears  Arrears - Annuity  REB with Arrears

If Yes, please attach the Restructured Loan Agreement Notification to MPI Insurer/Marsh Ireland and associated documentation.

Local Authority Stamp:

**Authorised Local Authority Signatory:**

Print Name: \_\_\_\_\_ Date:

Refer for Tele-Interview: Yes  No

If yes, please state reason: \_\_\_\_\_

\_\_\_\_\_

## Part 1

### To be completed by Borrower 1

**Eligibility entry criteria for cover Life and Disability:**

I wish to be covered for death and monthly disability benefit under this policy and I declare that on the date this declaration was signed;

1. I have attained the age of 18 years but not 55 years (60 if already covered under policy and subsequently insuring the Rental Equity element), and
2. I am at Work, and
3. I have not been prescribed, taken or been advised to take any medication or treatment for Pre-existing medical conditions in the last 12 months for a period of more than 3 weeks (colds, influenza, backache and oral contraceptive pill may be ignored), and
4. I have not been under the care of a consultant or specialist, or due to attend a hospital follow up or awaiting any medical referral, medical investigation, medical test results, surgical procedure or consultant, specialist or hospital appointment, and
5. I will be/am residing in the property covered by the Agreement. If I will not be/am not residing in the property Life cover only will be applicable, if granted.

## Part 1 (continued)

To be completed by Borrower 1

**Warning:**

I understand that these declarations will be checked in the event of a claim and that a false declaration may result in a claim being declined and / or my removal from the scheme. I declare that to the best of my knowledge and belief, all information given on this form is true and includes all material facts.

Signed:

Printed Name: \_\_\_\_\_ Date:

Name and address of of current GP: \_\_\_\_\_

\_\_\_\_\_

**Not Eligible for combined cover of Life and Disability:**

**New Loans:**

At the point of completing this declaration, if a Borrower fails to meet with eligibility criterion numbered 1 above, cover will not be granted under this scheme. The Borrower should seek alternative cover from a different insurer and inform the Local Authority accordingly.

If a Borrower fails to meet with eligibility criteria numbered 3 and 4 above, please note that the Borrower can choose to undergo a tele-underwriting interview with one of our nurses who will contact the Borrower using the Borrower's mobile number provided in this document. Following this interview, if cover is granted, the Local Authority will be advised accordingly and if cover is declined the Borrower should seek alternative cover from a different insurer and inform the Local Authority accordingly. If the Borrower chooses not to undergo a tele-underwriting interview, the Borrower should seek alternative cover from a different insurer and inform the Local Authority accordingly.

**Restructured Loans/Rental Equity Borrowing:**

At the point of completing this declaration, if a Borrower fails to meet with eligibility criterion numbered 1 above, cover will not be granted under this scheme. The Borrower should seek alternative cover from a different insurer and inform the Local Authority accordingly.

If a Borrower fails to meet with the eligibility criteria numbered 3 and 4 above, please note that the Borrower can choose to undergo a tele-underwriting interview with one of our nurses who will contact the Borrower using the Borrower's mobile number provided in this document. Following this interview, if cover is granted, the Local Authority will be advised accordingly and if cover is declined the Borrower should seek alternative cover from a different insurer and inform the Local Authority accordingly.

If the Borrower chooses not to undergo a tele-underwriting interview, the Borrower should seek alternative cover from a different insurer and inform the Local Authority accordingly.

**Please note that Existing Borrowers declined/ineligible for inclusion in the Policy for the revised sum assured / term will continue to be eligible for their existing cover.**

I declare that I do not meet with eligibility criteria number(s) \_\_\_\_\_ or if I am not granted cover I will seek alternative cover from a different insurer. I will inform the Local Authority accordingly.

Signed:

Print Name: \_\_\_\_\_

Date:

**Reminder: Please complete Part 4**

## Part 2

### To be completed by Borrower 2

#### Eligibility entry criteria for cover Life and Disability:

I wish to be covered for death and monthly disability benefit under this policy and I declare that on the date this declaration was signed;

1. I have attained the age of 18 years but not 55 years (60 if already covered under policy and subsequently insuring the Rental Equity element), and
2. I am at Work, and
3. I have not been prescribed, taken or been advised to take any medication or treatment for Pre-existing medical conditions in the last 12 months for a period of more than 3 weeks (colds, influenza, backache and oral contraceptive pill may be ignored), and
4. I have not been under the care of a consultant or specialist, or due to attend a hospital follow up or awaiting any medical referral, medical investigation, medical test results, surgical procedure or consultant, specialist or hospital appointment, and
5. I will be/am residing in the property covered by the Agreement. If I will not be/am not residing in the property Life cover only will be applicable, if granted.

#### Warning:

I understand that these declarations will be checked in the event of a claim and that a false declaration may result in a claim being declined and / or my removal from the scheme. I declare that to the best of my knowledge and belief, all information given on this form is true and includes all material facts.

Signed:

Printed Name: \_\_\_\_\_ Date:

Name and address of current GP: \_\_\_\_\_

\_\_\_\_\_

#### Not Eligible for combined cover of Life and Disability:

##### New Loans:

At the point of completing this declaration, if a Borrower fails to meet with eligibility criterion numbered 1 above, cover will not be granted under this scheme. The Borrower should seek alternative cover from a different insurer and inform the Local Authority accordingly.

If a Borrower fails to meet with eligibility criteria numbered 3 and 4 above, please note that the Borrower can choose to undergo a tele-underwriting interview with one of our nurses who will contact the Borrower using the Borrower's mobile number provided in this document. Following this interview, if cover is granted, the Local Authority will be advised accordingly and if cover is declined the Borrower should seek alternative cover from a different insurer and inform the Local Authority accordingly. If the Borrower chooses not to undergo a tele-underwriting interview, the Borrower should seek alternative cover from a different insurer and inform the Local Authority accordingly.



## Part 2 (continued)

To be completed by Borrower 2

**Restructured Loans/Rental Equity Borrowing:**

At the point of completing this declaration, if a Borrower fails to meet with eligibility criterion numbered 1 above, cover will not be granted under this scheme. The Borrower should seek alternative cover from a different insurer and inform the Local Authority accordingly.

If a Borrower fails to meet with eligibility criteria numbered 3, and 4 above, please note that the Borrower can choose to undergo a tele-underwriting interview with one of our nurses who will contact the Borrower using the Borrower's mobile number provided in this document. Following this interview, if cover is granted, the Local Authority will be advised accordingly and if cover is declined the Borrower should seek alternative cover from a different insurer and inform the Local Authority accordingly.

If the Borrower chooses not to undergo a tele-underwriting interview, the Borrower should seek alternative cover from a different insurer and inform the Local Authority accordingly.

**Please note that Existing Borrowers declined/ineligible for inclusion in the Policy for the revised sum assured / term will continue to be eligible for their existing cover.**

I declare that I do not meet with eligibility criteria number(s) \_\_\_\_\_  
or if I am not granted cover I will seek alternative cover from a different insurer. I will inform the Local Authority accordingly.

**Signed:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Date:

**Reminder: Please complete Part 4**

## Part 3

To be completed by Borrower wishing to add or remove a Joint Borrower at a later date

**Single Borrower adding a Joint Borrower**

I declare that on date of change (Print name of New Joint Borrower) \_\_\_\_\_  
\_\_\_\_\_ is to be included as a Joint Borrower, has been added to the mortgage and has completed Part 2 of the declaration above.

Date of Change:

**Signed Original Borrower:** \_\_\_\_\_

Printed Name Original Borrower: \_\_\_\_\_

Date:

**Signed Joint Borrower:** \_\_\_\_\_

Printed Name Joint Borrower: \_\_\_\_\_

Date:

## Part 3 (continued)

To be completed by Borrower wishing to add or remove a Joint Borrower at a later date

### Removing a Joint Borrower

I declare that on date of change (Print name of Borrower being removed) \_\_\_\_\_

\_\_\_\_\_ will no longer be included as a Joint Borrower.

Date of Change:

#### Signed Borrower who is removed:

Printed Name: \_\_\_\_\_

Date:

#### Signed Remaining Borrower:

Printed Name Remaining Borrower: \_\_\_\_\_

Date:

### Important information to note; please also refer to the policy document for further information

- a. Joint Borrower is a person who has also entered into a mortgage agreement and whose name appears on the agreement.
  - To ensure that joint life cover is provided, the joint Borrower must sign Part 2 the joint Borrower declaration at the date of been added to the loan. The original Borrower must sign Part 3 the declaration to add a joint Borrower in all cases
  - If, during the term of the mortgage, joint Borrower cover is removed, the Borrowers must complete the relevant section of Part 3. If you do not advise of any changes this may delay or void any future claim.
- b. Any fraudulent misstatement, misrepresentation or concealment by a Borrower(s), in respect of the benefits insured under the Master Policy, will render the insurance in respect of that Borrower(s) null and void.
- c. Please note that in the event of a claim, the completed claim form must be forwarded to the Claims Administrators, Marsh Ireland, Spiddal, Co Galway, within 91 days of the incident date. If the Claims Administrators receive the claim form after this period, it may reduce the benefit payable as the incident date will then be taken as 91 days prior to receipt of the claim form.

# Part 4

To be completed by all Borrowers

**Data Protection:**

I accept and consent that Generali PanEurope may pass data originating from this application or data relating to the execution of this contract (e.g. premiums, events insured against, changes to risk or contract) to other companies of the Generali Group, Advance Medical, Financial Advisers, Investment Advisers, Portfolio Managers, Investment Fund Providers, Fiscal Representatives, Reinsurers and other third parties for legitimate business reasons or for compliance with local or foreign regulatory requirements but only in so far as it is required to ensure the proper execution of my insurance matters. I accept that the above applies regardless of whether this contract is concluded.

I also accept that personal data, however obtained, will be held, recorded and processed by Generali PanEurope dac, as data controllers, who are registered under and adhere to the Irish Data Protection Act 1988 and Data Protection (Amendment) Act 2003, as may be amended from time to time, on computers and/or manual systems in respect of my insurance dealings with Generali PanEurope dac, both now and in the future for administrative, identification, customer care, service and marketing purposes and to comply with legal obligations including but not limited to legal obligations under company law and anti-money laundering legislation and that this data will remain confidential.

I accept that some of the parties to whom Generali PanEurope may disclose my information may be to countries outside of the Europe Economic Area ('EEA') and may not have the same data protection laws as in Ireland. Details of such countries can be provided upon request.

I hereby confirm that I will inform Generali PanEurope of any changes to my personal information so that the information held by Generali PanEurope is accurate and up to date. I understand that I have the right to obtain access to and request correction of any personal information concerning me held by Generali PanEurope. Requests for such access or any other requests in relation to data protection can be made to the Data Protection Officer, Generali PanEurope dac, Generali House, Navan Business Park, Athlumney, Navan, Co. Meath C15 CCW8, Ireland.

**First Borrower**

I declare that I have answered all the questions in this application form relating to my health and work status and declare that to the best of my knowledge and belief all information given is true and includes all material facts and I have been provided with a copy of the 2017 Master Policy Document. I understand that these declarations will be checked in the event of a claim and that a false declaration may result in a claim being declined and/or my removal from the scheme.

**Signed:**

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Date:

**Second Borrower / Joint Borrower**

I declare that I have answered all the questions in this application form relating to my health and work status and declare that to the best of my knowledge and belief all information given is true and includes all material facts and I have been provided with a copy of the 2017 Master Policy Document. I understand that these declarations will be checked in the event of a claim and that a false declaration may result in a claim being declined and/or my removal from the scheme.

**Signed:**

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Date:

### **Generali PanEurope dac**

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Generali PanEurope dac is regulated by the Central Bank of Ireland.

Generali PanEurope dac is a designated activity company registered in Ireland (Number 311420) with a registered office at Generali House, Navan Business Park, Athlumney, Navan, Co. Meath C15 CCW8, Ireland. Generali PanEurope dac is part of the Generali Group. The Generali Group has a listed number in the Italian Insurance Group Register of 026.

