

Loans

Bank of Ireland



Personal Banking

personal  
loan  
payment  
protection

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## Introduction

This document sets out the cover **your** policy provides. Please read this document and **your schedule** so that **you** know exactly what **you** are covered for, and keep them in a safe place so that **you** can refer to them easily if **you** need to. If **you** find **you** are not covered for something that **you** feel **you** have asked for, if **your** circumstances change, or if **you** do not understand any part of the policy, please phone **us** on 0845 6040334.

If **you** decide **you** do not want the cover, please write to Customer Services, NIIB Group Ltd, 32 Central Avenue, Bangor, Co. Down, BT20 3AS quoting **your** personal loan **agreement** number within 30 days of the **start date**. **You** will receive a refund of any **premium you** have paid as long as **you** have not made a claim under the policy.

If **you** want to make a claim against this policy, **you** or **your** personal representative should contact **us** as soon as possible after the date of death, **your disability, unemployment, hospitalisation** or diagnosis of a **critical illness** to ask for a claim form. The details of how to claim are in section 7.

# 1 Definitions

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

**agreement** means **your** credit agreement with **Bank of Ireland**.

**Bank of Ireland** means **Bank of Ireland (NI)** of 1 Donegall Square South, Belfast, BT1 5LR.

**consultant** means a medical specialist practising in Ireland or the **UK** who is a member of a Royal College and is registered with the General Medical Council, and is not **you**, a relative or close friend.

**critical illness** means any one or more of the diseases or illness referred to in Section 6.

**disability** means any 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 General Medical Council and **working** in Ireland or the **UK**. 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 insurance **end date** shown in the **schedule**.

**full-time employment** means **you** are **working** for at least 16 hours a week in the **UK**, or at least 18 hours per 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 Social Insurance contributions in the Republic of Ireland or National Insurance

contributions in the **UK**.

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

**monthly benefit** means the monthly amount of benefit, as shown in the **schedule**. **We** will pay this direct to **Bank of Ireland** on **your** behalf for the credit of **your agreement**.

**monthly premium, premium** means the amount **you** pay each month for this insurance.

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

**pre-existing condition** means any condition, injury, disease or related condition or symptoms which **you** knew about or should reasonably have known about at the **start date**, or had seen or arranged to see a **doctor** about during the 12 months immediately before the **start date**. Claims will be accepted if **you** have not had any symptoms and have not consulted a **doctor** or received treatment for the condition in the 24 months before the claim (if **you** have had appointments to see a **doctor** within this period and these were not kept, the exclusion will apply unless **you** have been formally discharged).

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

**self-employed** means **working** for at least 16 hours a week in the **UK**, or 18 hours per week in the Republic of Ireland, for profit in a profession or business, either alone or with others and paying the appropriate class of Social Insurance contributions in the Republic of Ireland, or the appropriate class of National Insurance contributions in the **UK** and being liable to pay income tax.

**start date** means the date shown in **your schedule** which is the later of the following.

- The date the money is released under **your agreement**
- The date **your** application for insurance is accepted
- The date on which **you** receive **your** policy document

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

**unemployed, unemployment** means:

- not being in **full-time employment** (which includes helping, managing or carrying out any part of the day-to-day running of a business);
- being available for and actively looking for **work**, and being able to provide evidence of this; and
- if **you** are resident in the **UK**, being credited with National Insurance contributions by reason of **unemployment** and having signed a jobseeker's agreement or similar official agreement and giving us a copy of it. If **you** break any condition of the agreement, **we** may suspend or stop **your** benefit.
- If **you** are resident in the Republic of Ireland, being credited with Social Insurance contributions by reason of **unemployment** and having written confirmation from the Department of Social and Family Affairs of registration for jobseeker benefits/allowance or similar official agreement and giving us a copy of it. If **you** break any condition of the agreement, **we** may suspend or stop **your** benefit.

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

**we, us, our** means Financial Insurance Company Limited for **disability, unemployment** and **critical illness** cover, and Financial Assurance Company Limited for life cover.

**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.
- **You** have agreed to pay the **monthly premium** for cover.
- **You** are in **full-time employment** and have been in full time employment for 6 months before **you** apply.

### Important information

- If **you** are aware of any **pre-existing condition** at the **start date** **we** may still insure you, however we will not pay any claims directly relating to any **pre-existing condition**.
- If **you** are aware of any impending **unemployment** at the **start date** **we** may still insure **you**, however **we** will not pay any claims relating to any **impending unemployment**.

In the case of the loan **agreement** being in joint names, only the first named on the loan **agreement** at the **start date** will be covered.

## 3 Life cover

If **you** die during the **insured term**, **we** will pay **Bank of Ireland** the **outstanding balance** (not including missed payments of more than 3 months or any interest on those missed payments) on **your agreement**, up to £25,000.

### Life cover exclusions

**We** will not pay the **outstanding balance** for any death caused by or resulting from suicide within 12 months of the **start date** (whether **you** are sane or insane), any self-inflicted injuries or any **pre-existing condition**.

## 4 Disability cover

If **you** are **working** or on statutory maternity leave and **you** become **disabled** during the **insured term** for 30 days in a row, **you** will be entitled to 1/30 of the **monthly benefit** for each day **you** are **disabled** until the earliest of the following.

- The **end date**
- **You** fail to provide evidence of **your disability**
- The **outstanding balance** has been paid
- **We** have paid no more than 12 **monthly benefits** for each claim
- A maximum of 36 **monthly benefits** has been paid for more than one **disability** claim.

**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 condition causing **your disability**.

### **New Deal for Disabled People**

Applicable in the **UK** only

If **you** have made a **disability** claim and then find part-time work of less than 16 hours a week in the **UK** through the government scheme 'New Deal for **disabled** people', **you** will still be able to claim the **monthly benefit** as long as **you** receive Incapacity Benefit and the part-time work is for fewer hours a week than those **you** worked before **your** claim.

### **Further disability claims**

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

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

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

### **Disability cover exclusions**

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

- any **pre-existing condition**;
- self-inflicted injuries caused while sane or insane;
- 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);
- psychiatric illness or mental disorders, including stress and stress-related conditions unless certified by and under the care of an appropriate specialist;
  - any **elective surgical procedure**; or
  - backache or related conditions, unless there is supporting medical evidence. This evidence may be a report from a specialist **consultant**. In either case, an MRI, CT scan or equivalent will be needed.

## 5 Unemployment cover

If **you** are **working**, or on statutory maternity leave, and **you** become **unemployed** during the **insured term** for 30 days in a row, **you** will be entitled to 1/30 of the **monthly benefit** for each day **you** are **unemployed** until the earliest of the following.

- The **end date**
- **You** fail to provide evidence of **your unemployment**
- The **outstanding balance** has been paid
- **We** have paid no more than 6 **monthly benefits** for each claim
- A maximum of 36 **monthly benefits** has been paid for more than one **unemployment** claim.

When paying **your** claim, **we** will consider **your** first day of **unemployment** as the day **you** are first registered as **unemployed** with the Benefits Agency in the **UK**, or the Department of Social and Family Affairs in Ireland, 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.

### Carers

If **you** are **unemployed** as a result of becoming a carer, **we** will consider an **unemployment** claim if **you** provide evidence that **you** have to care for a member of **your** immediate family, **you** receive a Carer's Allowance and **you** were not aware of the situation before the **start date**.

### 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 **work**. **We** will not pay while **you** are **working** temporarily, but when it finishes **we** will continue **your unemployment** claim and will treat this as one continuous claim, up to 6 **monthly benefits** in total.

### **Pregnancy and unemployment**

If **you** are **unemployed** and become pregnant, **we** will continue to pay **your unemployment** claim during **your** pregnancy and immediately after **you** have given birth, as long as **you** continue to provide us with satisfactory evidence that **you** are **unemployed** and that **you** are actively looking for **work**.

### **Further unemployment claims**

If two or more periods of **unemployment** are separated by 3 months or less, **we** will treat this as one continuous claim but **we** will not pay for any time **you** were **working** between these periods. If the two periods of **unemployment** are separated by more than 3 months, **you** must return to **work** for 6 months in a row before **you** make another **unemployment** claim.

## **Unemployment cover exclusions**

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

- **you** were not in full-time employment for at least 6 months immediately before **you** became **unemployed**;
- at the **start date** or within 30 days of the **start date** **you** knew **you** would be made **unemployed** or **you** had reason to believe that **you** might be made **unemployed**;
- **your work** was seasonal, casual or temporary, or **unemployment** is a regular feature of **your work**;
- **you** resigned or **you** accepted voluntary redundancy;
- **you** lost **your** job because of misconduct, fraud, dishonesty, an unofficial strike or lock-out, or any act **you** carried out; or
- **you** have taken retirement and **you** have no intention of getting another job.

### **Self-employed**

**You** are eligible to make an **unemployment** claim if **you** have involuntarily stopped trading because **your** business's assets cannot pay its debts, other liabilities and expenses, and **you** have told the HM Revenue & Customs in the **UK**, or told the Irish Revenue Commissioners in the Republic of Ireland about

this. **You** will not be able to make an **unemployment** claim unless **your** business:

- has stopped trading or is in the process of being wound up (or both); and
- is under the control of an insolvency practitioner; or
- is a partnership which has been or is in the process of being dissolved.

### **Fixed-term contracts**

If **you** fixed-term contract ends, whether **you** are **working** on a PAYE or self-employed basis, **you** will not be able to make an **unemployment** claim unless:

- **you** have been in continuous **work** with the same employer for at least 12 months and **your** contract has been renewed at least once; or
- **you** were originally employed permanently by the same employer but were transferred to a fixed-term contract by the employer without a break in the employment and **you** had no reason to believe that it would not be renewed again.

## 6 Critical Illness Cover

If **you** are **working** or on statutory maternity leave and **you** suffer a **critical illness** during the **insured term**, **we** will pay off **your outstanding balance** (not including missed payments of more than 3 months or any interest on those missed payments) up to a maximum of £25,000.

- (a) **Heart Attack**, being the death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction
- Typical clinical symptoms (for example, characteristic chest pain).
  - New characteristic electrocardiographic changes; and
  - The characteristic rise in cardiac enzymes, troponins recorded at the following levels or higher;
    - o Troponin T > 1.0 ng/ml
    - o AccuTnl > 0.5 ng/ml or equivalent threshold with other Troponin I methods.

The evidence must show a definite acute myocardial infarction.

- (b) **Stroke**, being death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms.
- (c) **Major Organ Transplant**, the undergoing as a recipient of a transplant of bone marrow or a complete heart, kidney, liver, lung, or pancreas, or inclusion on an official **UK** or Ireland waiting list for such a procedure;
- (d) **Kidney failure**, being chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is necessary.
- (e) **Cancer**, being any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, lymphoma, sarcoma and Hodgkin's disease but the following are excluded:
- All cancers which are histologically classified as any of the following;
    - o Pre malignant, for example essential thrombocythaemia and polycythaemia rebra vera;
    - o Non-invasive;
    - o Cancer in situ;
    - o Having either borderline malignancy; or
    - o Having low malignant potential.
  - All tumours of the prostate unless histologically classified as having a Gleason score of greater than 6 or having progressed to at least TNM classification T2N0M0.
  - Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.
  - Any skin cancer other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).
- (f) **Coronary Artery Disease** requiring the undergoing of surgery, requiring median sternotomy (surgery to divide the breastbone) on the advice of a **consultant** Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

## Critical Illness exclusions

We will not pay **critical illness** benefits for any **critical illness** arising from or in consequence of the following;

- (a) Any **pre-existing condition**;
- (b) transient ischaemic attacks;
- (c) traumatic injury to the brain tissue or blood vessels;
- (d) Other acute coronary syndromes including but not limited to angina;
- (e) Transplant of any other organs, parts of organs, tissues or cells
- (f) All cancers which are histologically classified as any of the following;
  - o Pre malignant, for example essential thrombocythaemia and polycythaemia rebra vera;
  - o Non-invasive;
  - o Cancer in situ;
  - o Having either borderline malignancy; or
  - o Having low malignant potential.
- All tumours of the prostate unless histologically classified as having a Gleason score of greater than 6 or having progressed to at least TNM classification T2N0M0.
- Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.
- Any skin cancer other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).
- (g) a condition that in the opinion of a **consultant** results either directly or indirectly from Human Immune Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS);
- (h) 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);
- (i) if **you** are diagnosed with a **critical illness** within 30 days of the **start date**.

## 7 How to claim

- **Ask for a claim form**

**You** (or **your** personal representative for a life claim) should contact us at Financial Insurance Company Limited, PO Box 602, Shannon, Co. Clare, Republic of Ireland or phone us on 0845 6040334 to ask for a claim form. To help us assess our service, **we** record and monitor phone calls.

- **Fill in the claim form**

**You** (or **your** personal representative for a life claim) should fill in the claim form fully and accurately, and return it to us at Financial Insurance Company Limited, PO Box 602, Shannon, Co. Clare, Republic of Ireland. **We** will also ask **you** (or **your** personal representative for a life claim) for other information and documents to help us process **your** claim.

- **What happens after you send us your claim form?**

**We** will process **your** claim and if **we** need more information from **you** or someone else, **we** will write and explain this to **you**. **We** will then write and tell **you** if **we** have accepted or rejected **your** claim.

- **Continuing claims**

For **disability** and **unemployment** claims, **you** must fill in a continuing claim form for each month **you** are claiming. If **you** are late sending us **your** claim form, **we** may not be able to pay **your** claim.

- **How to change your claim**

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.

## 8 When does cover end?

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

- if **you** die; or
- when **you** reach 65 or permanently retire before then (and **you** must tell **us** as soon as possible if **you** permanently retire before **you** reach 65); or
- when **your agreement** ends; or
- when **your** cover is cancelled by us or by **you**.
- when **you** miss paying three continuous **monthly premiums**

## 9 Important notes about your policy

- To cancel **your** policy please write to; Customer Services, **NIIB Group Ltd, 32 Central Avenue, Bangor, Co. Down, BT20 3AS** quoting **your** personal loan **agreement** number within 30 days of the **start date** and **you** will receive a refund of 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 **Bank of Ireland** giving 30 days notice in writing. **We** will not refund any of **your monthly premium** if notice to cancel is received after 30 days from the **start date**.
- **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 and **you** want to make a claim, **we** will not consider this claim until **your** monthly **premium** has been paid.
- **We** will only pay **you** one type of benefit (**life, disability, critical illness** or **unemployment**) at any one time.
- The maximum combined benefits for life or **critical illness** under this policy or any of our personal loan policies sold by **Bank of Ireland** will not be more than £25,000.
- The maximum combined benefits payable for **disability** or **unemployment** under this policy or any of our personal loan policies sold by **Bank of Ireland** will not be more than £1,000 each month.

- **We** may change the rate of **your** monthly **premium** by giving **you** notice in writing. However, if there is any change in insurance **premium** tax, the amount of **your** monthly **premium** will be changed automatically without notice. Any change to **your** monthly **premium** will apply when **you** pay **your** next monthly **premium**.
- **You** can choose which law will apply to the policy. If **you** are resident in the **UK** **we** propose that English law will apply. If **you** are resident in the Republic of Ireland **we** propose that Irish law will apply. English language will apply to **your** policy unless **we** make a written **agreement** with **you** saying otherwise.
- **We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** cannot meet our financial responsibilities. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the rest of the claim. **You** can get more information about compensation scheme arrangements from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk), or by phoning 0207 892 7300.
- If **we** pay a benefit, **you** must allow us to enforce our rights against any other parties which **we** are or may be entitled to.
- **You** cannot transfer **your** rights or interest in this policy to any other person. This policy will not have any value at the **end date** or if it is cancelled.
- **We** have a right to change the terms in this policy by giving **you** 30 days' notice in writing. If **you** are not happy with the change, **you** may cancel **your** cover from the date of the change.
- No condition of this **agreement** will be enforceable under the Contract (Rights of Third Parties) Act 1999.
- If **you** make a claim for benefit that is in any way fraudulent, **your** cover under this policy will be treated as invalid from the **start date**. **We** will not refund any **premium** **you** have paid and **we** may take legal action against **you**.

- **Data protection**

The information that **you** give us about **yourself**, including sensitive information, will be used by us, our associated companies and our agents to process this insurance and handle claims. This may involve transferring the information to other countries (including those which have limited or no data protection laws). **We** have taken steps to make sure that **your** information is held securely. **We** may be asked to give **your** information to the insurance regulator and public organisations (including the police) to help prevent fraud.

## 10 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 or complaint about **your** policy or claim, please contact:

**Consumer Affairs Department**  
**Building 11**  
**Chiswick Park**  
**Chiswick High Road**  
**London**  
**W4 5XR.**

**Phone: 0870 400 4870**

If **you** have any other type of enquiry or complaint about the sale of this policy, please contact:

**Customer Care Manager**  
**Group Marketing NI**  
**1 Donegall Square South**  
**Belfast**  
**BT1 5LR**

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

**The Financial Ombudsman Service**  
**South Quay Plaza**  
**183 Marsh Wall**  
**London**  
**E14 9SR.**

**Phone: 0845 080 1800**

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

This document confirms that **you** are insured for **disability, unemployment, critical illness** and life cover under policy number NIIB10300A (dated April 2004).

**Disability, unemployment** and **critical illness** cover is arranged by **Bank of Ireland** and is provided by Financial Insurance Company Limited (registered in England number 1515187). Life cover is arranged by **Bank of Ireland** and is provided by Financial Assurance Company Limited (registered in England number 4873014).

Both Financial Insurance Company Limited and Financial Assurance Company Limited are limited by shares and their registered offices are Building 11, Chiswick Park, Chiswick High Road, London, W4 5XR, **UK** and registered Irish branch offices: 3rd Floor, Fleming Court, Fleming Place, Dublin 4, Republic of Ireland.

Financial Insurance Company Limited is authorised and regulated by the Financial Services Authority (registered number 202639) and Financial Assurance Company Limited is authorised and regulated by the Financial Services Authority (registered number 229586).

This document confirms that **you** are insured for life, **disability, unemployment and critical illness**, cover under policy number NIIB 1030000A (dated April 1st May 2002).

**Disability, unemployment and critical illness** cover is arranged by **Bank of Ireland** and is provided by Financial Insurance Company Limited (registered in England number 1515187). Life cover is arranged by **Bank of Ireland** and is provided by Financial Assurance Company Limited (registered in England number 4873014). Both Financial Insurance Company Limited and Financial Assurance Company Limited are limited by shares and their registered offices are Building 11, Chiswick Park, Chiswick High Road, London, W4 5XR, **UK** and registered Irish branch offices: 3rd Floor, Fleming Court, Fleming Place, Dublin 4, Republic of Ireland.

Financial Insurance Company Limited is authorised and regulated by the Financial Services Authority (registered number 202639) and Financial Assurance Company Limited is authorised and regulated by the Financial Services Authority (registered number 22958). You can check this by visiting the FSA website at: <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.

[www.bankofireland.co.uk](http://www.bankofireland.co.uk)

## Policy information

If you would like this policy in large print, in Braille or on audio tape, please phone the disability helpline

0870 400 4768

(textphone 0870 400 4769).