

Life Choice - Home Policy Conditions Mortgage Protection

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Introduction

This is the Policy Document for your Life Choice – Home policy. Together with the Policy Schedule which is contained in the pocket inside the front cover and any endorsements to this policy, it contains the details of your policy and the conditions and rules which set out how the policy works.

The Policy Document is a legal document and should be kept in a safe place. It would also be useful if your solicitor, a relative or a friend knew where it is kept.

Section A - General Conditions

1. Definitions

Actuary

New Ireland's Appointed Actuary.

Application

The completed application and/or all the information provided by you and/or the Lives Insured in connection with this policy to your intermediary and/or to the Company, or by your intermediary to the Company, prior to the commencement of the policy and any declarations signed by you and/or the Lives Insured.

Approved Territories

The countries of the European Union as at January 2013 (Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and United Kingdom), Australia, Canada, New Zealand, Norway, Switzerland and the United States of America.

Assigned

You can make the Protection Benefits under the policy payable to someone else by making your policy Assigned. This involves you and the other person making a legal agreement as to who will receive the Protection Benefits. Normally, this is done if this policy is used as security for a loan, and the Protection Benefits are paid to the lender. You are still liable to pay the Premiums.

Assignee

If you make your policy Assigned, then the person who has taken over the legal interest is known as the Assignee. It is this person to whom the Protection Benefits will be paid.

Consultant

A registered medical practitioner who has specialist qualifications in an appropriate branch

of medicine and who is practising at a Major Hospital in one of the Approved Territories.

Where a Consultant is registered in a country other than Ireland or the United Kingdom, the Company reserves the right to seek an opinion of a Consultant practising in Ireland or the United Kingdom.

Expired Term

This is the number of policy anniversaries attained since the Policy Start Date.

Insurer

New Ireland Assurance Company plc is the Company that has issued the policy. Wherever the words "we", "us", "New Ireland", "the Insurer" and "the Company" are used in the policy they refer to New Ireland Assurance Company plc. New Ireland Assurance Company plc is regulated by the Central Bank of Ireland. A member of Bank of Ireland Group.

Life Insured

A person whose life is insured by the policy, and who is named in the Policy Schedule. If there are two lives insured named in the Policy Schedule then the policy is a joint life policy.

Lump Sum on Death Benefit

The amount of Lump Sum on Death Benefit shown in the Policy Schedule as applying to a Life Insured, or as subsequently changed.

Major Hospital

This is a medical institution registered with the relevant authority in one of the Approved Territories (unless otherwise stated), which has continuous facilities for diagnosis, treatment and major surgery, which is operated primarily for the surgical and medical treatment of acute illness and injury, and which provides accommodation for sick and injured people as in-patients. For the purposes of this policy "Major Hospital" does

not include a hospice, convalescence, geriatric or rehabilitation facility or the National Rehabilitation Hospital (Dún Laoghaire, Co. Dublin).

Policy Anniversary

This is the date 12 months after the policy starts and every 12 months thereafter.

Policyholder

The person or persons with whom the contract of insurance is made and who is responsible for the payment of the Premiums. Wherever the words “you” and “your” are used in the policy, they refer to the Policyholder. The Policyholder is named in the Policy Schedule.

Policy Schedule

The Policy Schedule forms part of the policy and sets out the specific details of your policy.

Policy Start Date

This is the date that the policy starts. It is stated in your Policy Schedule.

Policy Term

This is the Term of Cover chosen for the Lump Sum on Death Benefit as stated in your Policy Schedule or any endorsement. The policy may end earlier than the expiry of the Term of Cover if Protection Benefits are paid or the policy lapses or ceases as set out in these policy conditions.

Premium or Premiums

The amount shown in the Policy Schedule or a revised amount as stated on any endorsement or letter from the Company as a result of voluntary revision. The frequency at which Premiums are payable is also shown in the Policy Schedule.

Protection Benefits

The Lump Sum on Death Benefit applying to a Life Insured.

Term of Cover

This is the period(s) of cover chosen for each of the Protection Benefits that have been selected under your policy. Cover for each of the Protection Benefits will end on the expiry of the chosen Term of Cover or, if earlier, the payment of Protection Benefit(s) or the lapse or cessation of the policy as set out in these policy conditions.

2. Legal Basis

The contract with New Ireland Assurance is a legal agreement and consists of:

- the Application (including any recorded telephone interview) completed by you and the Life Insured;
- this Policy Document which sets out the standard policy conditions;
- the Policy Schedule;
- any written statements made by you, and the Life Insured(s);
- any statements made by an authorised person on your behalf;
- changes in the policy conditions or Policy Schedule notified to you in writing by the Company (these are called endorsements); and
- any schedule of revised terms issued by the Company to you.

The above contains all the terms of the contract and we accept liability only in accordance with these terms.

For the policy to be valid, we require full and true disclosure in the Application and in any medical or other statements made by the Policyholder or Life Insured(s) or intermediary in connection with the Application.

The policy is governed by the laws of Ireland. The courts of Ireland shall have exclusive jurisdiction in relation to all matters arising under or in

connection with the policy.

The Company will, subject to the payment of Premiums and the policy terms, pay the benefits provided by the policy. If there is any misrepresentation of or failure to disclose material facts by or on behalf of the Policyholder, or a Life Insured, the policy is void and all Premiums paid will be retained by us.

The policy and the benefits are payable under it are based on current legislation, including current taxation legislation. If there is any change in taxation or other legislation affecting the policy we will make such alterations to the terms of the policy as, in the Actuary's opinion, are necessary to take account of such changes.

Complaints and disputes arising in connection with your policy, which cannot be resolved within the Company's internal complaints handling procedure may be referred to the Financial Services Ombudsman. Details of the services provided by the Financial Services Ombudsman may be obtained from www.financialombudsman.ie, your insurance advisor or New Ireland.

Any assignments of the policy to a third party must be notified to the Company at our head office, 11/12 Dawson Street, Dublin 2.

3. Payment of Benefits

Protection Benefits are payable to the legal owner of the policy. This will normally be the Policyholder, but if the right to receive the Protection Benefits has been transferred or Assigned to some other person or organisation such as a bank or building society, the payment of the Protection Benefits will be made directly to them (unless we receive the written instructions of the legal owner to do otherwise).

For example, depending on the circumstances we may pay one of the following:

- the Policyholder;

- a trustee(s) of the policy;
- an executor(s) or administrator(s);
- an Assignee(s) of the policy.

If there are two Policyholders we will pay both jointly or the survivor if one has died. If at the time the benefit becomes payable the Policyholder has died, we will pay the Assignee or the executors or administrators dealing with the estate as appropriate. If the policy has been issued under Trust, we will pay the trustee who is responsible to the beneficiaries of the Trust.

Section B - Details of the Policy

1. Paying Premiums

Your first Premium is due on the Policy Start Date. Subsequent Premiums are payable at the frequency set out in your Policy Schedule or any endorsement.

It is your responsibility to ensure that all Premiums are received by us. Once cover has started, we will allow you 30 days for payment from the date that a Premium is due. If the Premium is not paid within 30 days, your policy and Protection Benefits will cancel immediately without further notice and you are no longer on cover for any Protection Benefits. If you inform us in writing within 30 days of the premium due date that you want to cancel your policy, it will be cancelled immediately. Where this policy is being replaced by a new policy, this policy will be cancelled (unless previously lapsed) with effect from the commencement date of the new policy.

If you have Assigned your policy, we are obliged to notify the Assignee that Premiums have not been paid and that cover no longer applies.

If a claim arises during the 30 day period after a Premium is due and has not been paid, but before the policy has been cancelled, we will deduct the amount of the unpaid Premium from the claim amount.

2. Amending your policy

2.1 Medical-Free Conversion Option

The Policy Schedule will state whether this option applies to your policy.

If the Policy Schedule states that the Medical-Free Conversion Option ("Option") applies, then at any stage before the expiry of your Term of Cover you may, subject to the provisions set out below, either extend the Term of Cover of your policy or cancel this policy and take out a new policy with the Company, without providing any additional medical evidence.

The Option is subject to the following provisions.

To extend the Term of Cover the following provisions apply:

1. The relevant Life Insured (or the older Life Insured in the case of a joint life policy) must be under 65 years of age on the date the Option is exercised.
2. The amount of any benefit payable after conversion cannot be greater than the amount of the benefit provided under this policy immediately prior to conversion.
3. The premium charged for the extended Term of Cover, after the Option is exercised, will be determined by the Company based on its premium rates for the policy and the age of the Life Insured on the date the Option is exercised.
4. Any special terms which apply to the Protection Benefits before the Option is exercised will continue to apply for the extended Term of Cover.
5. The extended Term of Cover for the policy will be limited to the maximum term of cover for the policy as advised by the Company, or the date upon which the Life Insured (or the older Life Insured in the case of a joint life policy) would reach the maximum age for the policy, if earlier.
6. The amount of any benefit after conversion may be for such lesser amount as the Company at its discretion shall decide taking into account evidence as to the extent of any financial loss you would incur on the death of the Life Insured and any other financial evidence that the Company may require.
7. Financial Underwriting will apply.

To take out a new policy (if available) all of the following provisions apply:

1. The relevant Life Insured (or the older Life Insured in the case of a joint life policy) must be under 65 years of age on the date the Option is exercised.
2. The new policy may be any of the Company's range of non-unit linked protection policies, offering comparable benefits, available at the time the Option is exercised. The benefits under any new policy will be restricted to those benefits which applied to your policy prior to conversion and which are available under any new policy. The Company reserves the right to restrict and/or vary the definition of any one or more of the Protection Benefits under the new policy to be consistent with this policy.
3. The amount of any benefit provided by the new policy cannot be greater than the amount of the benefit provided by this policy on the date the Option is exercised.
4. The Premium charged for the new policy will be determined by the Company based on its premium rates for that policy at the time the Option is exercised.
5. Any special terms which apply to the Protection Benefits will continue to apply for the new policy.
6. The term of cover on any benefits under your new policy will be limited to the maximum term of cover for that benefit under the new policy as advised by the Company, or the date upon which the Life Insured (or the older Life Insured in the case of a joint life policy) would reach the maximum age for that benefit under the new policy, if earlier.
7. If converting from a joint life policy to a dual life policy, the amount of any Lump Sum on Death Benefit provided by the new policy for each Life Insured will be half that of the Lump

Sum on Death Benefit provided by this policy immediately prior to conversion.

8. The amount of any benefit under a new policy may be for such lesser amount as the Company at its discretion shall decide taking into account evidence as to the extent of any financial loss you would incur on the death of the Life Insured and any other financial evidence that the Company may require.
9. The new policy may provide an Income on Death Benefit in lieu of the Lump Sum on Death Benefit provided by this policy. The amount of the Income on Death Benefit cannot be greater than the amount of the Lump Sum on Death Benefit provided by this policy, on the date the Option is exercised, divided by the number of months in the Term of Cover for the Income on Death Benefit provided by the new policy.
10. The lives insured by the new policy may not include any lives who are not insured by this policy.
11. Financial Underwriting will apply.

2.2 Life Events Option

With Life Events Option, you can increase the level of the Lump Sum on Death Benefit applying to a Life Insured within 3 months of the occurrence of any of the following life events without providing evidence of the Life Insured's current health and occupation:

- (a) The Life Insured has increased a mortgage associated with this policy because the Life Insured has moved principal residence;
- (b) The Life Insured has married;
- (c) The Life Insured or a spouse of the Life Insured has given birth to a child or legally adopted a child.

In the case of each Life Insured, the option to increase a benefit without medical evidence will

only apply if the Life Insured is already covered for that benefit within the policy.

The total amount of the relevant benefit after exercising the Life Events Option cannot exceed the maximum of (1) and (2) as follows:

(1) The amount of the benefit provided by this policy at the time of exercising the option

Plus

The lesser of:

(a) 50% of the amount of the benefit at the Policy Start Date (or, if the benefit was subsequently added to your policy, at the time it was first added),

and

(b) €100,000,

and

(2) The lesser of:

(a) The amount of the benefit at the Policy Start Date (or, if the benefit was subsequently added to your policy, at the time it was first added),

and

(b) €500,000.

Where the Life Events Option is exercised on more than one occasion, then the amount in (1) is restricted to a cumulative maximum increase of €200,000.

If you exercise the Medical-Free Conversion Option, then the maximum a benefit amount can be increased to under the Life Events Option, without providing additional medical evidence, is restricted to €200,000 over the amount of the benefit at the Policy Start Date or, if the benefit was subsequently added to your policy, at the time it was first added to the policy.

Where you have more than one policy with the Company, increases to other policies which have taken place under a Life Events Option will be taken into account for the purposes of calculating

the maximum increase under this policy.

The Life Events Option is subject to all of the following:

- When exercising this option the Life Insured (or the older Life Insured in the case of a joint life policy) is under 55 years of age on the date of application to exercise this option.
- You must notify us that you wish to exercise this option within 3 months after the date of the life event described in (a) to (c) above and provide us with the following evidence:
 - Confirmation of the loan drawdown for the mortgage in the event of an increase in the mortgage and moving principal residence.
 - A marriage certificate in the event of marriage.
 - A birth certificate in the event of a birth/ legal adoption of a child together with a copy of an appropriate Adoption Order.
 - The Premiums must be paid in full when due up to the date of the exercise of the option.

2.3. Other Policy Options

Outside the terms set out in Conditions 2.1 and 2.2 above, at any stage throughout the Term of Cover you may request to amend the Term of Cover or the amount of Protection Benefits. Any amendments outside of Conditions 2.1 and 2.2 above will be subject to underwriting and acceptance by the Company. Where a request for such an amendment is accepted by the Company, this will result in your Premium being re-calculated to take account of the changes being made and will be confirmed by an endorsement to the Policy.

3. Restarting your Policy

If a Premium has not been paid within 30 days from the date it was due for payment, then as set

out in Condition 1 of Section B, your policy and Protection Benefits will be cancelled. However, your policy may be restarted at our absolute discretion within one year from the date that the first unpaid Premium was due.

Restarting your policy is subject to payment of all Premiums outstanding and the completion of a Declaration of Health Form by each Life Insured. Depending on what is disclosed on this form the Company may request further medical and/or other information, accept or decline the reinstatement and/or make changes to the policy terms or conditions including the Premium to be paid.

4. Cancelling your Policy/Protection Benefits Ceasing

The Protection Benefit(s) will cease when any one of the following events occurs:

- A claim is made under the Lump Sum on Death Benefit, on a single life or the first death in a joint life policy.
- The Life Insured(s) reaches the end of the Term of Cover for the Protection Benefit(s).
- You give written notification that you wish to cancel your policy.
- We do not receive a premium on the date the Premium is due for payment and 30 days elapse since that date the premium remains unpaid.

The Company will retain any Premiums paid under the Policy.

5. Who is Covered

The Life Insured(s) is covered for the amount of the Protection Benefits that apply to the Life Insured(s) until the end of the Term of Cover for the Protection Benefits. The Life Insured(s) details and chosen benefits are stated in the Policy Schedule or any endorsement. The Life Insured(s) is covered for the amount of the Protection Benefits that

apply from the later of the Policy Start Date and the date we collect your first Premium.

We will require proof of the age of the Life Insured(s) either on Application or before we pay a claim. If it is discovered that the age or the sex of a Life Insured has been mis-stated, the amount payable under the provision of the policy will be adjusted as determined by the Actuary and may result in the non payment of the benefit. The Company will retain any Premiums paid under the Policy.

6. Settlement/Correspondence

We will make payments under your policy by direct credit to a nominated bank account. Other forms of payment can be arranged by agreement.

We will send your correspondence to the most recent address given by you. You must notify us if you change address. If you do not, we are not responsible for correspondence being delivered to the incorrect address.

Any letters or notices from you must be sent to us at our head office, 11/12 Dawson Street, Dublin 2.

7. No Policy Value

The purpose of this policy is to provide a lump sum payment in the event of death of a Life Insured during the Term of Cover. This policy is not a savings policy and at no point during the Policy Term, or at the end of the Policy Term, will it have any monetary value.

8. The Actuary

The Insurer appoints an Actuary whose responsibilities include advising us on how the policy should provide you with what you reasonably expect to get from it. He/she will advise us how the interests of the Policyholders should be taken into account in any variation on these policy conditions that we may propose.

We may revise the conditions set out in this document if, in the opinion of the Actuary, circumstances outside our control have changed in a way which could not reasonably have been predicted at the start of the policy and where, if we were not to amend these policy conditions, the results would be unfair to the Insurer or to our Policyholders. Such circumstances might be:

- a change in the law under which these policies operate, or
- a change in the tax treatment of policy benefits or of life assurance companies and their funds.

When considering any proposals by the Insurer and how they affect your interests, the Actuary will refer to the Guidance Notes prepared independently by the Society of Actuaries in Ireland and to any legislation that affects the way that he/she must act in these circumstances. The Actuary is required to make a statement in the annual returns to the Central Bank of Ireland on whether he/she has conformed with the Guidance Notes.

9. Legal Interest in Your Policy

You can use this policy as security for a loan by signing over your legal interest to the lender. This is known as an "Assignment". A notice of Assignment must be received by us at our head office from the person who has taken over the legal interest. This person is known as the "Assignee". The notice must be in writing and must show the date and reason for the change in legal ownership. We cannot accept any responsibility for the legal effect or otherwise of any Assignments.

This section contains details of the Protection Benefits provided by the policy and the circumstances in which they are payable. The particular benefits applying to a Life Insured are shown in the Policy Schedule or any endorsement. If a benefit is not shown on the Policy Schedule, that benefit is not provided by the policy. No benefit is payable after the expiry of the Term of Cover for that benefit and no Protection Benefits are payable after the expiry of the Policy Term.

All Protection Benefits provided by the policy are currently payable to the Policyholder free of taxation. Details of the circumstances when a claim may not be payable, and the procedure you must follow in order to make a claim, are contained in Section D "Claim Procedures and Exclusions".

Section C - Benefits

1. Death Benefits

1.1. Lump Sum on Death

This benefit only applies to a Life Insured if stated on the Policy Schedule or subsequent endorsement.

This benefit provides for the payment of a lump sum amount as stated on the Policy Schedule or any endorsement on the death of the Life Insured (or the first of the Lives Insured to die if a joint life policy) during the Term of Cover for this benefit as stated in the Policy Schedule or any endorsement.

The Lump Sum on Death Benefit as stated on the Policy Schedule or subsequent endorsement will reduce at monthly intervals. The monthly reduction will be calculated with reference to the proportion of the balance outstanding on a repayment mortgage in an amount equal to the Lump Sum on Death Benefit and for the same term as the Term of Cover for the Lump Sum on Death Benefit and as calculated by the Actuary using an interest rate of 6% per annum.

If, under the terms Section B, Condition 2, the Term of Cover for the Lump Sum on Death Benefit has been extended or the amount of the Lump Sum on Death Benefit has been increased, the amount of the Lump Sum on Death Benefit will continue to reduce at monthly intervals in the manner outlined above with reference to the extended Term of Cover and/or any revision of the amount of the benefit.

Exactly when the Lump Sum on Death Benefit is paid is determined by the type of cover that was selected at the Policy Start Date and is stated on your Policy Schedule. The following versions of the policy are available:

- Single life means that the Lump Sum on Death Benefit is paid when the only Life Insured under the policy dies during the Term of Cover for Lump Sum on Death Benefit.
- Where there are two Lives Insured (joint life) the

Lump Sum on Death Benefit is paid on the first death of the two Lives Insured under the policy during the Term of Cover for Lump Sum on Death Benefit.

The policy will cease on the payment of a Lump Sum on Death Benefit.

No claim for Lump Sum on Death Benefit will be admitted if death arises from any of the exclusions contained in Section D which are applicable to Lump Sum on Death Benefit. The claims procedures described in Section D apply to claims for Lump Sum on Death Benefit.

1.1.1 Terminal Illness Benefit

This provides you with an early payment of the Lump Sum on Death Benefit if the Life Insured is diagnosed with a Terminal Illness during the Term of Cover for Lump Sum on Death Benefit.

Terminal Illness means an advanced or rapidly progressing incurable illness, where in the opinion of an attending medical Consultant of a Major Hospital and our Company's Chief Medical Officer, a Life Insured's life expectancy is no greater than 12 months. In the event of Terminal Illness, the Terminal Illness Benefit payment will not apply where there are less than 18 months to go to the end of the Term of Cover for Lump Sum on Death Benefit.

The Terminal Illness Benefit will be the Lump Sum on Death Benefit stated on the Policy Schedule. The policy will cease following the Terminal Illness Benefit being paid out.

In the case of a joint life policy this benefit is payable on the diagnosis of a Terminal Illness of the first of the Lives Insured.

In the event of Terminal Illness no claim will be admitted if Terminal Illness arises from any of the exclusions contained in Section D which are applicable to Terminal Illness Benefit. The claims procedures described in Section D apply to claims for Terminal Illness Benefit.

1.1.2 Accidental Death Benefit

If the Life Insured is under age 55 when both the initial application details and the duly signed initial application declarations were received at New Ireland's head office and you have chosen Lump Sum on Death as a benefit, then the policy will pay a benefit of the chosen Lump Sum on Death amount up to a maximum of €150,000 should the Life Insured die due to Accidental Death (or in the case of an Application for a joint life policy, on the Accidental Death of the first to die of the Lives Insured) from on or after the date when both the initial application details and the duly signed initial application declarations were received at New Ireland's head office.

Accidental Death means death resulting from an injury caused by accidental, violent, external and visible means and is in no way linked to sickness, disease or physical disorder of a Life Insured.

An Accidental Death does not include any of the following causes:

- suicide, attempted suicide or intentional self inflicted injury;
- death linked to being under the influence of or being affected (temporarily or otherwise) by alcohol or drugs;
- engaging in any hazardous activity or sports including but not limited to the following: scuba diving, motor sports, aviation, hang gliding, water sports, horse racing, parachuting, mountaineering, rock climbing, caving or winter/ice sports;
- flying, except as a fare paying passenger;
- taking part in any riot, civil commotion, uprising or war (whether declared or not) or any related act or incident;
- directly or indirectly by taking part in a criminal act; or
- failure to follow reasonable medical advice

or failed to follow medically recommended therapies, treatment or surgery.

Accidental Death Benefit will cease on the earlier of the following:

- the day we issue notice of acceptance of the Application on normal terms
- the day we issue an offer of special terms
- the day we issue notice that the Application has been refused
- the day we issue notice that the Application has been postponed
- 30 days have passed since the day both the initial application details and the duly signed initial application declarations were received at New Ireland's head office.

We will only pay once under Accidental Death Benefit in respect of any Life Insured, regardless of the number of applications a person has with New Ireland Assurance.

2. Children's Protection Benefits

Children's Protection Benefits apply to all the natural or legally adopted children of a Life Insured who are aged between 6 months and 18 years at the date the benefit is payable and all natural or legally adopted children of a Life Insured aged, at the date the benefit is payable, between 18 and 21 years who are in full time education.

No claim for Children's Protection Benefits will be admitted if the claim arises from any of the exclusions contained in Section D which are applicable to Children's Protection Benefits. The claim procedures described in Section D apply to claims for Children's Protection Benefits.

2.1. Children's Lump Sum on Death

An amount of €4,000 is payable on the death of a child of a Life Insured during the Term of Cover for Lump Sum on Death Benefit for a Life Insured.

The maximum amount of benefit payable in respect of any child from all policies issued by the Company cannot be more than €4,000.

Section D – Claim Procedures and Exclusions

1. Claim Procedures

All claims must be notified in writing to New Ireland Assurance's head office at 11/12 Dawson Street, Dublin 2. While we recommend that claims be notified as soon as possible after the event, claims must be notified within 90 days of the event or the diagnosis giving rise to the claim.

New Ireland must receive the completed claim form together with this Policy Document and the Policy Schedule which forms part of this document. All items of proof, certificates, information, medical and other evidence that the Company may require in support of a claim must be provided at your own expense.

Where the conditions require the diagnosis by a Consultant, he or she must be a Consultant of a Major Hospital.

2. Exclusions

There are a number of circumstances in which a claim for payment of a Protection Benefit or a Children's Protection Benefit will not be admitted or paid. These exclusions, and the Protection Benefits to which they apply, are as follows:

- No Lump Sum on Death Benefit, Terminal Illness Benefit or Children's Lump Sum on Death Benefit is payable if the Life Insured or a child of the Life Insured dies by his or her own hand or act or is diagnosed as being terminally ill as a result of his or her own deliberate act within 1 year of the Policy Start Date or within 1 year of the date of any reinstatement of the policy or within 1 year of a voluntary increase in Lump Sum on Death Benefit, or within 1 year of being added on to the policy, whichever is applicable, except that if the policy has been Assigned to a third party in good faith, the benefit payable is limited to the interest of that third party which was acquired for monetary consideration.
- No claim for Children's Protection Benefits is payable if the claim is, in the opinion of the Company's Chief Medical Officer, due to any congenital illness and/or medical condition which existed whether symptoms were present or not
 - before the Policy Start Date; or
 - before the date the Children's Protection Benefit becomes applicable under the policy; or
 - before the date of any increase in Protection Benefits; or
 - before the date of any reinstatement of the policy, where applicable; or
 - before the date the child was legally adopted; or
 - before the child was 6 months old.
- The specific exclusions relating to Accidental Death Benefit are contained in Section C, Condition 1.1.2.



