part of AXA

Laya life Mortgage Protection

Policy Conditions

This product is provided by
AXA Life Europe dac.

looking after you always

Welcome to laya life

laya life part of AXA

Thank you for choosing us to look after your Mortgage Protection needs. This Policy Conditions booklet contains detailed information about your policy.

We understand you may have questions in relation to your policy, so please feel free to contact our Customer Care team with any queries, as follows:

Call 021 202 2870 between 9am and 6pm Monday to Friday. In the interest of customer service, all calls are recorded and monitored.

Visit our website at **www.layalife.ie** or email us at **letushelp@layalife.ie** or write to us at laya life, Eastgate Road, Eastgate Business Park, Little Island, Co. Cork, T45 E181.

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Contents

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1. Before you start, please note

It is important that you read these Policy Conditions to understand your cover. If you have any difficulty in understanding any of the details set out in this document, please contact our administrator **laya life**.

2. Introduction

2.1 This is the Policy Conditions document for your **laya life Mortgage Protection** policy, underwritten by **AXA Life Europe**. Please keep it safe, as you will need it in the future.

2.2 This policy is designed to pay Benefits if the Life Insured dies during the term of the policy. **AXA Life Europe** provides this policy to you (the Policyholder(s) named in the Policy Schedule). The contract with **AXA Life Europe** is a legal agreement and consists of:

- the Policy Schedule;
- these Policy Conditions;
- the Application Form (including any recorded telephone calls) completed by the Policyholder and/or Life Insured;
- any additional documents which we provide to you where we state that those form part of the policy; and
- any changes in the Policy Conditions or updated Policy Schedule notified to you during the term of the policy.

2.3 There should not be inconsistencies between these documents. If there are differences (except in the case of an obvious error), the Policy Schedule shall prevail over these Policy Conditions. The Policy Schedule and these Policy Conditions shall prevail over any and all other documentation.

2.4 This policy has been issued to you on the understanding that the questions in relation to your health status have been answered fully, honestly and carefully and that all Relevant Information we need has been provided to us (see Section 3.25).

2.5 This policy is a protection policy only – you cannot cash it in. Even if a claim has not been made by the time the term of the policy ends, we will not return your premiums. All cover under the policy will end on the Expiry Date shown in the Policy Schedule, unless it has ended before that for any of the reasons explained in these Policy Conditions.

2.6 The Benefits provided under this policy are set out in your Policy Schedule. If a Benefit does not appear in your Policy Schedule, it is not covered under your policy. The amount of each Benefit will reduce on a monthly basis over the full term of your policy, as shown in the Policy Schedule.

2.7 A claim form can be requested by contacting our administrator **laya life**. Please refer to the **laya life** website for their contact details.

3. Definitions & Explanations

3.1 Application Form

The completed application and/or all the information provided by you and/or the Lives Insured in connection with this policy to us, before the policy starts or Policy Schedule is issued if later and any declarations signed by you and/or the Lives Insured.

3.2 Assigned

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

3.3 Assignee

If you Assign your policy to another party, then the party who has taken over the legal interest is known as the Assignee. It is this party to whom the Benefits will be paid.

3.4 AXA Life Europe dac

The Company that has issued the policy. Wherever the words "we", "us", "**AXA Life Europe**" and "the Company" are used in the policy, they refer to **AXA Life Europe dac**. **AXA Life Europe dac** is incorporated in Ireland under registration number 410727, an insurance undertaking regulated by the Central Bank of Ireland and a member of the AXA Group. Its head office is at Wolfe Tone House, Wolfe Tone Street, Dublin 1, Ireland and its VAT number is IE 6430727D.

3.5 Benefit Amount (or Benefit(s))

The amount you are insured for under your policy. The Benefit Amount will reduce on a monthly basis over the full term of your policy based on a fixed interest rate. Your initial Benefit Amount, level of interest rate and monthly benefit reductions are provided in your Policy Schedule.

If, at any stage during the term of your policy, you choose to amend your Benefit Amounts, your Benefit Amount will be different than that shown on your schedule. We will send you a revised Policy Schedule showing your new Benefit Amounts and Premium at that time.

3.6 Benefit Event

A Benefit Event occurs:

- If there is only one Life Insured (Single Life), when the Life Insured dies or is diagnosed as having a Terminal Illness; or
- If the policy is Dual Life, when any of the Lives Insured dies, or is diagnosed as having a Terminal Illness.

3.7 Benefit Type

The life insurance cover you have chosen, as shown in the Policy Schedule. For this product, it is Decreasing Term Insurance (also known as Mortgage Protection).

3.8 Child

A Child is defined as a natural or legally adopted child of a Life Insured, who is aged 21 years or younger at the date of their death.

3.9 Cooling-off Period

Within the first 30 days after entering into the policy, you may withdraw from the policy, without giving any reason, and you will receive a full refund of any premiums paid.

3.10 Death Certificate

An official statement, signed by a doctor, of the cause, date, and place of a person's death.

3.11 Dual Life Cover

If there are two Lives Insured and cover is on a Dual Life basis (as indicated on the Policy Schedule), cover is provided separately for the two lives. Cover can continue for the second Life Insured after the death of the first Life Insured provided that you continue to pay premiums. We will reduce the premium we charge to reflect that only one Life Insured is covered.

For your Mortgage Protection policy, the Benefit Amount must always be aligned for both Lives Insured.

3.12 Expiry Date

The Expiry Date shown in the Policy Schedule. Cover will end on this date unless it has ended earlier.

3.13 Grace Period

A period of 40 days from the due date to pay the premium. The Grace Period does not apply to the first premium due. See Section 5 of these Policy Conditions.

3.14 Guaranteed Insurability Option

An option to increase your Benefit Amount without providing further medical evidence if the Life Insured meets the Standard Terms. See Section 6.4 of these Policy Conditions.

3.15 Life Insured or Lives Insured

The person or people whose name(s) appears on the Policy Schedule as the life or lives covered. Payment of the Benefit under the policy depends on the lives of those people. Where we refer to Lives Insured in these Policy Conditions, it is assumed to mean Life Insured where there is only one life covered on the policy.

3.16 Mortgage Protection Cover (Decreasing Term Insurance)

Mortgage Protection Cover provides a lump sum in the event of death if a Life Insured dies within the specified term of the policy. At the outset of the policy, you choose the initial Benefit Amount you would like and the term of the policy. The amount of the lump sum payment reduces over the term of the policy*. If you do not die within this specified term, the policy ends and no monies are paid out. The fact that the Benefit Amount reduces over the term of your policy helps to keep the cost of this policy lower than other forms of life insurance.

*The rate of reduction of the Benefit Amount is based on the interest rate specified in your Policy Schedule.

3.17 Policy Type

This is the type of policy you have purchased. It is either Single Life Cover or Dual Life Cover.

3.18 Policy Conditions

The terms and conditions contained in this document and any conditions included in the Policy Schedule.

3.19 Policy Schedule

A contractual document issued to you at the time the policy was purchased. Your Policy Schedule sets out details of:

- The Start Date of your policy
- The Expiry Date of your policy
- The Life/Lives Insured
- The Policyholder(s)
- The Initial Benefit Amount
- The interest rate applied to reduce the Benefit over time
- Your Policy Type (i.e. Single or Dual Life Cover)
- Your Benefit Type (i.e. Decreasing Term Insurance)
- The amount and frequency of payment of the Premium

3.20 Policy Term

The period of time between the Start Date and the Expiry Date as stated in the Policy Schedule.

3.21 Policyholder(s)

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 these Policy Conditions, they refer to the Policyholder. The Policyholder is named in the Policy Schedule and may be referred to as the policy owner or proposed policy owner in the Application Form. The Policyholder is legally entitled to the Benefit(s) on the policy provided that the policy had not been Assigned.

3.22 Premium(s)

This is either:

- the amount shown in the Policy Schedule under the relevant heading; or
- the amount required to reinstate your cover (see Section 5 of these Policy Conditions); or
- a different amount (which we will tell you) if we or you make any amendment to your policy details; or
- the amount we tell you when there has been a claim for a Life Insured on a Dual Life policy.

3.23 Record of Application

Your personal copy of the information you submitted at the time of application, including your answers to the medical questions.

3.24 Reinstatement Period

If your cover ends due to non-payment of Premiums, you may be able to restore your policy within a certain time period. The Reinstatement Period does not apply to the first premium due. Please refer to Section 5 of these Policy Conditions for further detail.

3.25 Relevant Information

Relevant Information includes anything that an insurer might reasonably expect you to tell them in answer to the specific questions asked in the application process, and that would affect the judgement of **AXA Life Europe** in determining whether to accept your application or the premium to charge. Please refer to Section 4 for further detail.

3.26 Single Life Cover

Single Life Cover covers one person only (as indicated on the Policy Schedule) and is payable when a valid claim is made if the Life Insured dies during the term of the policy. The policy will then cease.

3.27 Standard Terms

Your policy is deemed to be on Standard Terms unless we have charged an extra premium or applied an exclusion to your cover, as stated in your Policy Schedule.

3.28 Start Date

The Start Date shown on your Policy Schedule. This is the day that you are covered from.

3.29 Terminal Illness

If the Life Insured is diagnosed as having a Terminal Illness which is likely to result in their death within 12 months, we will accelerate payment of 100% of the death benefit.

4. Mortgage Protection Cover

4.1 This policy is designed to repay a mortgage if the Life Insured dies during the term of the policy as long as:

- the mortgage repayments are kept up to date; and
- the mortgage interest rate is no more than the interest rate we have assumed as shown on the Policy Schedule.

The Benefits will reduce each month. If the mortgage interest rate is, on average, higher than the interest rate we have assumed, the Benefit Amount will not be enough to repay the mortgage in full. If Benefits are altered by you during the term of the policy, the Benefit Amount may not be enough to repay the mortgage in full.

You choose the level of cover you want (such as Benefit Amount and Policy Term, subject to our acceptance) and make the payments to us as set out in the Policy Schedule. We describe the Benefits in greater detail in Section 6 of these Policy Conditions.

4.2 We (**AXA Life Europe**) have issued this policy to you (the person(s) named in the

Policy Schedule). Your application includes your Application Form and any other medical information or questionnaires you have provided. We will provide you with a personalised copy of your Application Form via the Record of Application.

4.3 You have a duty to answer all questions we ask you honestly and carefully. This could include questions about your age, health, lifestyle habits (such as smoking, drinking alcohol or taking illegal drugs), family history, occupation, income, other financial details, hobbies, or pastimes.

4.4 We have relied on the information you have given us when deciding to insure you and when setting the terms and Premium. Where we ask you to answer a specific question, the subject matter of the question is material to the risk we are undertaking or the calculation of the Premium or both (which we refer to as Relevant Information).

4.5 Furthermore if:

- **AXA Life Europe** is not made aware of any changes to the answers given, before the policy starts or Policy Schedule is issued if later, or
- if there is any misrepresentation or failure to provide requested information by or on behalf of the Policyholder, or a Life Insured,

then **AXA Life Europe** may:

- cancel the policy (with or without refunding premiums), and/or
- refuse to pay any claim, and/or
- reduce the amount of any claim, and/or
- reduce the amount of cover.

4.6 For Dual Life policies, each life must complete only the questions relevant to them. Payment notifications will be sent to both Lives Insured. If cover is voided on one life on a Dual Life policy, all cover will cease under that policy for both Lives Insured.

4.7 You are entitled to hold multiple policies with **AXA Life Europe**. However, in taking out this new policy, the Benefit Amount you are entitled to on this **AXA Life Europe** policy may not put you in a position where your total Benefit Amount on your existing policies with **AXA Life Europe** plus the Benefit Amount on your new **AXA Life Europe** policy exceeds the limit in the table below based on your current age.

Age	Maximum Benefit Amount
Up to & including 45	€750,000
46-50	€500,000
51-55	€400,000
56-60	€300,000
61-65	€250,000
Over 65	€200,000

4.8 If extraordinary circumstances beyond our reasonable control — including government actions, crime, terrorism, war, civil unrest, industrial disputes, natural disasters, national emergencies, epidemics, or other comparable events — prevent us from meeting our obligations under this policy, whether directly or indirectly, we shall not be liable for any resulting loss, damage, or inconvenience.

4.9 If your cover ends but is reinstated as described in Section 5 (Making Payments), we will reinstate it on the understanding that the health declaration form and any related documents are answered fully, honestly and carefully. If this is not the case, we will be entitled to take the actions described in this section above.

4.10 The Policyholder(s), as defined in the Policy Schedule, or their legal personal representatives, will receive the money we pay out. However, if this policy has been Assigned to another party (for example, it is passed to a financial institution as security for a mortgage), we will pay that Assignee i.e. the party to whom the Policyholder has Assigned the policy.

5. Making Payments

5.1 You are committing to making regular payments over a long term. If you do not continue to pay your Premiums for the duration of the policy, you will not be entitled to make a claim under this policy.

5.2 Your first Premium will be due for collection either up to 10 days after the policy start date, or on your selected premium collection date, whichever is later. If we do not receive the first Premium within 10 days of this collection date, the policy will be cancelled and cannot be reinstated.

5.3 Subsequent payments are due on the payment date shown in the Policy Schedule, we give you 40 days to make the payment. (The time allowed is known as a 'Grace Period'). If you make a claim during the Grace Period, we will deduct the unpaid Premium from any Benefit that we pay.

5.4 If you have not made a payment by the end of the Grace Period, your cover under the policy will end immediately. A payment is not made until we have received it. It is up to you to make sure that we receive your payment. We are entitled to pass on to you any charge which we have to pay because all or part of your payment (for example, a direct debit) is not paid.

5.5 If your cover under the policy ends as described in the previous paragraph, you can reinstate your cover within 3 calendar months from the end of the Grace Period (this is called the Reinstatement Period), subject to the completion of a health declaration form by the Life or Lives Insured. You must make all the payments which would have been due if your cover had not ended.

5.6 If the information on the health declaration form shows that the health of the Life or Lives Insured is now different to that declared on the Application Form, we may:

- restore the cover without any change; or
- restore the cover with an increased payment; or
- refuse to restore cover.

5.7 If we decide to restore cover, we will ask you to start making payments again. You will not be entitled to Benefits for anything that happens between:

- the end of the Grace Period; and
- the date, following our agreement to restore cover, on which we receive all missed payments.

5.8 If we accept a payment (or part payment) which is no longer due, this does not mean that we are providing cover. We will return the amount we receive as soon as we discover the error.

5.9 Premiums and Benefits are payable in Euro.

6. Your Cover

6.1 Benefits available under the policy

6.1.1 The Benefit Amount, Policy Type and Benefit Type of your **laya life Mortgage Protection** policy is shown on your Policy Schedule.

6.1.2 If a Benefit is not mentioned on the Policy Schedule, we do not provide that Benefit. We will pay a claim when a life cover Benefit Event happens. The lump sum payout, which will reduce on a monthly basis over the full term of your policy, will be determined based on your Schedule of Life Sum Insured as shown in your Policy Schedule. This policy does not have a cash-in value at any point during the Policy Term or at the end of the Policy Term.

6.1.3 A claim paid according to the rules of this policy shall be paid to your legal representative or the entity to which you have Assigned your 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.

6.1.4 If, at any stage during the term of your policy, you request to change your Benefit Amounts and we allow this, your cover amount will be different than that shown on your Policy Schedule. We will send you a revised Policy Schedule showing your new Benefit Amount and this new Policy Schedule shall supersede the previous version.

6.1.5 You cannot increase your Benefit Amount once you have chosen to reduce it. If you choose to reduce your Benefit Amount and your policy is Assigned, we will require written confirmation from your lender of your mortgage balance at the time.

6.1.6 For policies with two owners (Dual Life policies), either Policyholder can give instructions to cancel or to make changes to the policy, such as updating personal details or adjusting the Benefit Amount. When one Policyholder provides instructions, we will make the instructed changes and we will inform the other Policyholder of the change. At all times, the Benefit Amount and outstanding term of the policy must be the same for both Lives Insured.

6.1.7 Please refer to Section 6.4 (Guaranteed Insurability Option) and Section 7 (Changing the Level of Cover) for information on amending your level of cover.

6.1.8 If we accept a claim under this policy, we will pay the Benefit Amount specified in the latest version of your Policy Schedule.

6.1.9 All Benefits under this policy will end on the Expiry Date, as shown in the Policy Schedule. However, cover may end sooner under the following circumstances (whichever is earliest):

- at the end of a Grace Period, if all or part of a payment has still not been made; or
- when a life cover Benefit Event happens (Single Life policies); or
- when a life cover Benefit Event has happened for both lives (Dual Life policies).

6.1.10 Premiums and benefits are payable in the currency of Ireland.

6.2 Terminal Illness

6.2.1 If a Life Insured is diagnosed as having a Terminal Illness during the term of the policy, we will provide an early payment of the Benefit Amount. No further payment will be made when the Life Insured dies.

6.2.2 A Terminal Illness benefit will only be paid once on Single Life policies and once for each Life Insured on Dual Life policies.

6.2.3 A Life Insured is diagnosed as having a Terminal Illness if the attending consultant (with the appropriate expertise) gives a definite diagnosis that satisfies both of the following:

- The illness has either no known cure or has progressed to the point where it cannot be cured; and
- In the opinion of the attending consultant the illness is expected to lead to the death of the Life Insured within 12 months.

6.3 Children's Life Cover

6.3.1 If life cover has not ended, we will pay €5,000 for the funeral expenses of a Child of a Life Insured (see Definitions & Explanations) if the Child dies at least six months after the Policy Start Date. However, the six-month restriction will not apply if the Child dies as a result of an accident which happened after the Policy Start Date.

6.3.2 For each Child, we will only pay a total of €5,000. We will not pay this Benefit from more than one policy, even if both of the Child's parents are Lives Insured and even if the Life (or Lives) Insured is covered by more than one policy that provides similar Benefits.

6.4 Guaranteed Insurability Option

6.4.1 This option is only available to a Life Insured that was accepted on Standard Terms (see Definitions & Explanations). If this option is included, it allows you to increase your Benefit Amount during the term of the policy (except within 12 months of a reinstatement), up to the limits set out below, without the need to supply further medical evidence, following any of these events:

- increase in mortgage by a Life Insured either to purchase a new main residence or for home improvement of main residence;
- the marriage of a Life Insured;
- the birth or legal adoption of a child by a Life Insured (under age 10 for adoption).

6.4.2 The Life Insured must be under 55 years old at the time the option is exercised. If the policy is Dual Life, this option must be exercised for both Lives Insured or neither Lives Insured. It cannot apply to one Life Insured only. The Benefit Amount must always be aligned for both Lives Insured.

6.4.3 For marriage or an increase in mortgage, the increase in Benefit Amount can only be applied once. For birth or adoption of a child, you can increase your Benefit Amount on more than one occasion. In each case, the following limits apply:

The maximum increase in Benefit Amount for any one event is limited to whichever of the following amounts is lower:

- 50% of original Benefit Amount (or your current Benefit Amount if lower);
- or €125,000.

You will need to provide us with satisfactory documentary evidence of the mortgage, marriage, birth or adoption before we can amend your policy. You can contact **laya life** for our documentation requirements. You must apply to us within six months of the occurrence of the event if you wish to exercise this option. We will send you a new Policy Schedule when this option is exercised.

The maximum total increase in Benefit Amount for all events over the term of the policy is limited to whichever of the following amounts is lower:

- the original Benefit Amount;
- or €250,000.

6.4.4 If the Policy Type is Dual Life, the maximum limits apply to each Life Insured's Benefit Amount, which must always remain aligned. In addition, if you have more than one policy with us, these limits apply across all of these policies and not separately to each of them.

6.4.5 Where the option is to be exercised due to an increase in your mortgage for the purchase of a new main residence or home improvement, the maximum increase is also limited to the increase in the mortgage amount.

6.4.6 You may not use this option to increase your Benefit Amount in any of the following circumstances:

- if a life or Terminal Illness claim is currently being assessed under this policy (excluding Children's Life Cover); or
- if you are no longer resident in Ireland; or
- for the purchase of a secondary residence or an overseas property.

6.4.7 Any approved increase in the Benefit Amount will:

- be governed by these Policy Conditions;
- have a Policy Term equal to the remaining duration of the original policy;
- include any special conditions or restrictions that apply under the original Policy Conditions.

6.4.8 If this option is exercised, the premium will be recalculated each time the Benefit Amount is adjusted. The revised premium will be determined based on:

- the age of the Life Insured (or both Lives Insured for Dual Life policies) at the date the option is exercised;
- the smoking status of the Life Insured (or both Lives Insured for Dual Life policies) at that date;
- any special terms specified in the original Policy Schedule or applied at any reinstatement under Section 5 (Making Payments) of these Policy Conditions.

6.5 Separation Option

6.5.1 If you separate or divorce and your policy is a Dual Life policy, it may be possible to split your Dual Life policy and each take out a new Single Life policy without answering any further medical questions, subject to the conditions specified in these Policy Conditions. We will provide each of you with a new Policy Schedule to reflect the changes.

6.5.2 You may exercise this option only if all of the following requirements are met:

- both Policyholders give written consent to cancel the existing policy; and
- you submit a written application within six months of the legal separation; and
- no claim has been made or is eligible to be made under the current policy.

We may request appropriate documentary evidence before processing the change.

6.5.3 Each new policy will be subject to the minimum premium applying at the time. The total amount of premiums may be more than the premium currently paid.

6.5.4 The new policy can only start when the original policy has been cancelled and must end before the Life Insured turns 80 years of age. In addition, the new policy must have a Benefit Amount and Policy Term which are less than, or equal to, the Benefit Amount and Policy Term of the existing policy on the date the Separation Option is exercised.

6.5.5 Our intention is for the new policy to provide Policy Conditions that are the same as, or equivalent to, those of the existing policy. Should this not be achievable for any reason, we reserve the right, at our absolute discretion, to offer alternative cover.

7. Changing the Level of Cover

7.1 Your rights to alter your cover

7.1.1 If your policy has not ended and you would like to make changes outside the limits specified under Section 6, feel free to contact us. Any amendments will be subject to underwriting and acceptance by **AXA Life Europe**. Where a request for such an amendment is accepted by us, this will result in your Premium being re-calculated to take account of the changes being made and we will send you an updated Policy Schedule to reflect this.

7.2 Our ability to make changes to these Policy Conditions

7.2.1 We may need to update your Policy Conditions after the Start Date if laws, regulations, tax rules, or other circumstances outside our control change in a way that affects how your policy works. If that happens, we'll only make changes that are reasonable and necessary. We will provide advance notice whenever it is possible to do so; where this is not feasible, we will inform you at the earliest reasonable opportunity.

7.2.2 Sometimes we may update the Policy Conditions to add new features or services, or to make improvements that won't negatively affect you.

7.2.3 If any provision of the Policy Conditions is determined to be invalid or unenforceable, we may amend that provision to the minimum extent necessary to remedy the issue. All remaining provisions will continue in full force and effect. We will notify you of any such amendment as soon as reasonably practicable.

8. Exclusions

8.1 Circumstances in which we will not pay benefits

8.1.1 In addition to any conditions or exclusions outlined on your Policy Schedule or throughout these Policy Conditions, the following exclusions apply to your policy.

8.1.2 No Benefit shall be payable under this policy where the claim arises directly or indirectly from the Life Insured's participation in, or attempt to participate in, any unlawful or criminal act.

8.1.3 If, as a result of a deliberate self-inflicted act, a Life Insured dies or is diagnosed with a Terminal Illness within a year of:

- the Start Date; or
- increasing the Benefit Amount; or
- the date of a reinstatement,

we will not pay any Benefit under the policy for this Life Insured.

8.1.4 We may however pay a claim on an ex-gratia basis where the policy has been Assigned to a financial institution as part of a loan or mortgage arrangement.

8.2 Moving Abroad

8.2.1 If the Life/Lives Insured start living outside of Ireland, you must tell us immediately. Depending on the circumstances, we will advise whether we can continue to provide cover and on what basis.

9. Claims Procedure

9.1 When making a claim, you may need to provide us with satisfactory documentary evidence before we can process the payment. All claims must be notified in writing to our administrator **laya life**, who will explain our documentation requirements. All items of proof, certificates, information, medical and other evidence that we may require in support of a claim must be provided at your own expense.

9.2 Your Premium has been partly calculated based on the date(s) of birth that you have provided through the application process. When a claim is being made, we will ask for proof of the date(s) of birth of the Life (or Lives) Insured. If the date(s) of birth provided to us is incorrect, we will adjust the Benefits in one of the following ways:

- If the age(s) has been overstated on the application, we will refund any excess premiums paid.
- If the age(s) has been understated on the application, the Benefit Amount will be reduced to reflect the cover, if any, that could have been purchased if the correct date(s) of birth had been provided.

9.3 When you initially apply for your cover, we will give you a summary of the questions you were asked and the answers you gave us during the application process (via the Record of Application which is provided to you at the start of the policy). You should check this to make sure that you have answered all of the health questions fully, honestly and carefully. If you do not and a claim is made, we may not pay your Benefit.

9.4 We reserve the right to hold the Benefit until our requirements are met and we know who is entitled to the proceeds.

9.5 If you are claiming for the death of a Life Insured or the funeral expenses of a Child, we are entitled to ask for proof of death in the form of a Death Certificate, and any other proof we reasonably need.

9.6 If cover is on a Dual Life basis and one of the Lives Insured has died, cover can continue for the second Life Insured provided that the premium is still paid. We will reduce the premium to reflect the fact that only one life is now covered.

10. Taxation

10.1 Under current Irish law, we are not required to deduct tax from the life cover Benefits paid to you.

10.2 A Government levy of 1% is charged on Premiums paid under this policy.

10.3 If tax laws or any other relevant laws change after the start date, we may change the Policy Conditions if we need to do this to keep the policy in line with those changes. We will write to you and tell you about any changes in the Policy Conditions.

However, we recommend that you seek independent tax advice in respect of your own specific circumstances. **AXA Life Europe** will not be liable for the cost of such tax advice.

11. Other Information

11.1 Cooling-off Period

If, after taking out this policy, you feel it is not suitable, you may cancel it by writing to **laya life**.

If you do this within 30 days from the date you receive your policy documents (this is called the Cooling-off Period), we will return any premiums you have paid. Upon receipt of the cancellation letter, we will confirm cancellation of your policy by writing to the/each Policyholder.

If you cancel after the 30 days, we won't refund any premiums.

11.2 Cancellation

To cancel this policy, you must provide signed written notice (by post or email) to **laya life**.

If this policy has been Assigned to another party (e.g. to a bank for a mortgage), you'll need their written permission before you can cancel it.

Until you have informed us that you no longer need this cover, we will continue to collect premiums and you will remain covered by the policy. You will not be entitled to any refund of monthly premiums.

11.3 Complaints

We are committed to always providing the highest standards of service to our Policyholders. However, if you are in any way dissatisfied, please refer to our complaints handling procedure on the **laya life** website. We deal with all complaints very seriously.

If you are not satisfied with our decision, you have the right to refer your complaint to the Financial Services and Pensions Ombudsman at:

Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29.

Phone: 01 567 7000

E-mail: info@fspo.ie

Website: www.fspo.ie

11.4 Language

All information, including the Policy Conditions of your policy, will be provided in English. If you need assistance with understanding any part of this document, please contact our administrator **laya life**.

11.5 Applicable Law

This policy is governed by the laws of Ireland, and (except as otherwise agreed by us) the Irish courts are the only courts which are entitled to hear any dispute in relation to the policy.

Ireland, for the purpose of these Policy Conditions, means the island of Ireland excluding Northern Ireland.

11.6 International Trade Commission Sanctions

AXA Life Europe shall not be deemed to provide cover and shall not be liable to pay any claim or provide any Benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such Benefit would expose **AXA Life Europe** to the risk of breaching any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

11.7 Data Privacy Statement

Please refer to the **AXA Life Europe** website for our Data Privacy Statement:

https://www.axa-lifeeurope.com

11.8 Assignments

Laya life policies can be Assigned to another party. In order for a policy to be Assigned, we will require notice of assignment from the appropriate financial institution sent to **laya life**.

Laya life.
Looking after you and your family, always.

Laya life protects your loved ones' financial future, for your peace of mind.

Our administrator's contact details:
Laya life
Eastgate Road
Eastgate Business Park
Little Island
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T45 E181

Phone: 021 2022870
Email: letushelp@layalife.ie

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looking after you always