

# GROUP RISK

MASTER  
POLICY  
DOCUMENT

LOCAL AUTHORITY  
MORTGAGE REPAYMENT  
PROTECTION PLAN  
GROUP INSURANCE SCHEME



January 2022

A WORLD *of* DIFFERENCE

A WORLD *of* DIFFERENCE

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**Policy declaration**

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

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

The start date of this Master Policy is 1 January 2022.

**Michelle Leahy**

Authorised Signatory  
Utmost PanEurope dac

**Master Policy**

This Master Policy is dated 1 January 2022. The appropriate levy, currently at 1% will be paid. This Master Policy is governed by the Law of Ireland.

This Master Policy applies to:

- All eligible Borrowers who enter into a new or amended Agreement after 1 January 2022.
- All existing eligible Borrowers under the Local Authority Pre 1986 Mortgages and Tenant Purchase Mortgage Loans under 1988 Tenant Purchase Scheme ('pre 1986 Scheme') are covered for Monthly Disability Benefit, subject to the Eligibility conditions of the Master Policy, effective on 1st January 2009.
- All eligible Rental Equity (Shared Ownership) Borrowers that opted in at the available opportunity in June 2009 and compulsory for all new eligible Borrowers (Shared Ownership) post that date.
- All existing eligible Rental Equity (Shared Ownership)/Borrowers who have restructured their mortgages and completed the required paperwork and have declared that they meet the eligibility criteria for inclusion into the MRPP scheme.

## 1. Definitions

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

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

'Agreement' means the Mortgage Repayment Protection Plan (MRPP) Agreement entered into when a Residential Mortgage and/or shared ownership loan is granted by a Creditor to a Borrower that is eligible for entry into the Group MRPP to protect the Borrower's repayment on that permanent primary residence. The insurance cover will not commence until the mortgage is drawn down. In the event that mortgage draw down is more than 5 months from signing the Proposal Form, the applicant, will have to re-apply for entry into the MRPP.

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

'Eligibility' means the Borrower(s) who meets the entry Eligibility criteria outlined at the date the Borrower(s) joined the MRPP Group Scheme as outlined on the Proposal Form. For all new Borrowers on or after 1 January 2022.

The Proposal Forms are an integral part of the process and forms a vital element in the Claims Process. Once completed by the Borrower(s) it MUST be retained by the relevant Creditor.

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

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

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

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

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

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

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

For all existing eligible Borrowers under either the Local Authority Mortgage Protection Scheme ('post 1986 Scheme') or the Local Authority pre 1986 Mortgages and Tenant Purchase Mortgage Loans under 1988 Tenant Purchase Scheme ('pre 1986 Scheme') at 1 January 2009 who wish to apply to cover the 'Insured Rental Equity/Shared Ownership/Subloan', Eligibility requirements as outlined on the Proposal Form will apply for inclusion in the Local Authority Mortgage Repayment Protection Plan for 'Insured Rental Equity/Shared Ownership/Subloan'.

'Cessation date' means the date Utmost PanEurope dac cease to insure the scheme. Claims incurred before the 'Cessation Date' but notified three months or more after the 'Cessation Date' and where such delay has caused us prejudice will not be the responsibility of Utmost PanEurope dac. These claims will be the responsibility of the new insurer.

'Clerical error' means a minor recordkeeping or transcribing mistake or omission, such as a typographical error. "Clerical error" does not include any recordkeeping or transcribing error or omission that may influence the Company's decision on the assessment of the insured risk or claims payment, nor does it include (i) any failure to meet any agreed upon or required deadline for the filing of claims; or (ii) any failure to pay premium otherwise properly due and owing in respect of the policy.

'Company' means Utmost PanEurope dac.

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

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

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

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

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

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

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

A 'Material Fact' is an important fact about you or your circumstance that would influence the Insurer's decision in an application for insurance. Please note that non-disclosure or misrepresentation of such facts can result in insurance cover for a Borrower being cancelled and/or a claim being declined.

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Special provisions

- a. The Company will not change any clause of this Master Policy without the Creditors' written consent to do so. Any future changes which may be required to this Master Policy will be made by the addition of an endorsement to the Master Policy.
- b. The Company may, without prior notice, cease to insure benefits under this Master Policy if the Creditors wilfully fail to pay it any premium or premiums due under this Master Policy.
- c. Benefits will cease to be insured under this Master Policy by either party giving not less than 180 days written notice to the other party. However, the Creditors cannot request the Company to cease to insure benefits prior to 31 December 2022, and the Company, subject to clause B above, cannot without the permission of the Creditors, cease to insure benefits prior to 31 December 2022.
- d. If the Company ceases to insure benefits for any reason whatsoever it will fulfil its obligations under the Master Policy in respect of benefits in course of payment and in respect of any claim where the event giving rise to the claim occurred before the effective date of cessation and was notified to the Company within 3 months of the effective date of cessation. Claims that occurred before the effective date of cessation but which are notified to the Company after three months of the effective date of cessation will not be the responsibility of the Company.
- e. The Company reserves the right, prior to payment of benefit, to call for evidence of the age of the Borrower and if the true age of the Borrower would have meant the Company would not have insured benefits in respect of him/her the Company will refund any premium paid in respect of that Borrower to the Creditors who will use that refund to repay as much as possible of the outstanding mortgage and, if there is a surplus, to pay any surplus to the Borrower or, where appropriate, to his/her legal personal representatives.
- f. Misrepresentation. Where there is a misrepresentation of a material fact(s), or information provided by a Borrower or Creditor that is false or misleading in respect of a claim or application for insurance coverage, the Insurer will evaluate such matters in accordance with the Consumer Insurance Contracts Act 2019.

The company will be entitled to terminate the insurance coverage for that member and or decline a claim where there is a misrepresentation or false or misleading information provided.

See definition of material fact on page 5.

- g. A clerical error by the Creditors or the Company will not invalidate insurance otherwise validly in force, nor continue insurance not validly in force.
- h. An information leaflet may be issued to Borrowers from time to time, giving them brief details of the terms of the Master Policy. However, it will have no legal force, it will not create a legal relationship between the Company and the Borrowers and it will not put the Company under any obligation to the Borrowers.

### 3. Premiums

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

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

#### Annual Premium

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

#### Monthly Premium Adjustment

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

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

### 4. Death benefit

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

1. The amount of the principal/capital of the insured mortgage outstanding and the amount of any Insured Rental Equity/Shared Ownership/Subloan at the Date of Claim Settlement, excluding any arrears/underpayment due on the Account at the date of death.
2. Any top up or capitalised restructuring of an original mortgage/subloan agreed between the eligible Borrower and the Creditor if covered by a new Proposal Form and revised premium at the time the mortgage increase is agreed.
3. The Additional Benefit. The Creditors reserve the right to repay as much as possible of any outstanding arrears/underpayment due on the Borrower's Account from the

Additional Benefit and, if there is a surplus, to pay any surplus to the appropriate legal personal representatives of the deceased.

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

### 5. Monthly disability benefit

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

## 6. Exclusions

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

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

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

### Travel

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

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

### Residence

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

Where a claim is in payment Monthly Disability Benefit will cease when the Borrower is no longer resident in the Residential Mortgage property.

## 7. Claims procedures

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

### Total Disability

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

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

A Company claim form received after 13 weeks and before 24 months of the date of Total Disability and where such delay has caused us prejudice, the claim will be assessed as though the date of Total Disability commences 13 weeks prior to the receipt of the claim form.

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

The company will not be in a position to consider claims if submitted after 24 months of the date of commencement of total disability, where such delay has caused us prejudice.

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

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



The Borrower is required to cooperate in an honest and careful manner with the Company and its agents, in the investigation of insured events, including claims.

If the Borrower fails or refuses to attend such medical examination or submit to such tests, within the period set by the Company, the Company will not be in a position to continually endorse a claim already in payment or be able to endorse a request for a claim under the policy. Any benefit then in payment will cease.

The Borrower is under a continuous obligation to provide Medical Evidence to show the inability to Work due to illness or injury.

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

#### Death Claims

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

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

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

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

Failure to provide notification to the Company within 24 months of the death of the Borrower where such delay has caused the Company prejudice will invalidate any claim.

#### How to claim:

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

Payment Protection Claims  
Marsh Ireland  
Spiddal  
Co. Galway

for assessment on behalf of the Company.

#### 8. Miscellaneous

##### Data protection

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

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

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

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

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

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

### Complaints

We are committed to providing you with the highest standard of service at all times, subject to reasonable and commercial constraints. We realise that there may be occasions where our service has not met your expectations and we acknowledge your right to have expression of dissatisfaction dealt with courteously, professionally and in a timely manner.

If the Creditor wishes to present any complaint or claim related to the rights and interests deriving from this policy, the Creditor may contact the Company's Head of Operations Utmost Corporate Solutions in the first instance who will refer the matter to our Compliance department, which is independent of the Utmost Corporate Solutions department.

Complaints and claims must be presented in writing or using any other means allowing receipt, accompanied by the appropriate documentation. Any complaint or claim shall be processed and addressed on a timely basis. On receipt of a complaint, we will ensure that your complaint is investigated and that the Creditor is kept informed of all progress. If, having exhausted our complaints procedure, the issue has not been resolved to the Creditor's satisfaction the Creditor may refer the complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details for the FSPO are:

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

T 01 567 7000  
E [info@fspo.ie](mailto:info@fspo.ie)  
W [www.fspo.ie](http://www.fspo.ie)

### Arbitration

If any dispute or difference concerning this Master Policy arises between the Company and a Creditor, such dispute or difference may be referred to an Arbitrator pursuant to the Arbitration Act 2010, including any and all future relevant statutory instruments.


If a Borrower has a dispute regarding a claim outcome, which has been subject to an appeal to the Company, and the Borrower remains dissatisfied with the outcome of the appeal, the Borrower is entitled to refer such matter to the Financial Services and Pensions Ombudsman for adjudication. The contact details for the FSPO are provided in the Complaints section as per above.





# WE'RE HERE TO HELP

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For further information on any aspect of our group risk offering, or to request a quote, please contact us:

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**utmost**<sup>™</sup>  
CORPORATE SOLUTIONS

A WORLD *of* DIFFERENCE

Utmost Corporate Solutions is a trading name used by Utmost PanEurope dac.

Utmost PanEurope dac is regulated by the Central Bank of Ireland. Utmost PanEurope dac is a designated activity company registered in Ireland (number 311420), with a registered office at Navan Business Park, Athlumney, Navan, Co. Meath C15 CCW8, Ireland.

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