

## Instructions

- > Assignment must be dated after the policy issue date
- > Customer & Witness signature dates must match assignment date
- > Policy details must be input in the second schedule

# deed of assignment

Loan account number

This assignment is made on

the                      day of                      20.

Between

### (A) Full name and address of each Borrower

Borrower 1

Borrower 2

  
  

### (B) Haven Mortgages Limited having its registered office at 10 Molesworth Street, Dublin 2, D02 R126 ('Haven').

- 1 This deed is supplemental to the legal Mortgage or Charge and other documents (if any) (hereinafter collectively called the "Principal Deed") specified in the first schedule hereto and incorporates all the powers and provisions thereof so far as they are applicable hereto.
- 2 In consideration of the loan made or to be made by Haven to the Borrower(s) on the security of the Principal Deed, each Borrower as beneficial owner assigns unto Haven the policy or policies specified in the second schedule hereto (the "Policy") including any bonuses, additions and moneys accrued or to become accrued and payable thereunder to hold same unto Haven absolutely as further security for the payment to Haven of all moneys secured by the Principal Deed.
- 3 When all moneys payable under the Principal Deed have been paid to Haven, Haven will at the request and cost of the Borrower(s) re-assign the Policy.
- 4 The Borrower (and where there is more than one, each Borrower,) covenants with Haven that:
  - a. the Policy is valid and unencumbered;
  - b. the Borrower will not do or allow anything where the Policy may become void or voidable or whereby Haven may be prevented from receiving the moneys payable thereunder;
  - c. if the Policy becomes void or voidable, immediately at his own cost to take such action as may be necessary to keep the Policy in force or to effect a new Policy for a similar amount assured and maturity date, such substituted policy being effected in the name of Haven or in such name as Haven may direct;
  - d. each such substituted policy shall be subject to this security and the powers and provisions herein contained in all respects as is the Policy;
  - e. the Borrower will pay all premiums and other moneys requisite for keeping the Policy (or any substituted policy) in force within one week after the same shall from time to time become due and (if so required) will produce the receipts for the same to Haven; and
  - f. if the Borrower shall at any time make default in payment of any such premium it shall be lawful for Haven to pay the same and thereupon any sum so paid shall be:
    - [i]added to the mortgage debt and bear interest accordingly from the time of payment; and
    - [ii]charged upon the property comprised in the Principal Deed.
- 5 In the event of any breach of covenant or provision contained herein or in the Principal Deed, Haven may (in addition to all powers and remedies exercisable under the provisions of the Principal Deed) at any time effect the sale or surrender or exchange of the Policy in such manner as it may in its absolute discretion decide. A purchaser of the Policy or in the case of a surrender or exchange, the issuing office or company shall not be concerned to enquire whether any money remains due to Haven under the Principal Deed or as to the regularity of such sale, surrender or exchange.

### Signed and delivered as a deed by the Borrower

Borrower 1 Signature

Borrower 2 Signature

Date

In the presence of Witness Name

Witness Firm: Name and Address

  
  

Witness Occupation (Mortgage Broker or Solicitor)

Witness Signature

Date

### Particulars of the policy(ies)

Policy Number

Name of Issuing Company

## Particulars of the Principal Deed(s)

## RE-ASSIGNMENT

Haven Mortgages Limited hereby releases and re-assigns the within mentioned Policy or Policies to the within mentioned Borrower(s) absolutely this

In witness whereof the seal of

Haven Mortgages Limited

Is hereto affixed the day and year first above written

In the presence of: