



April 2024

AA Landlord Insurance Policy



Useful phone numbers

Claims

If **you** want to make a claim, please phone this number day or night.

0818 7 365 24

Welcome to your AXA Landlord Insurance policy

We are one of the largest insurance groups in the world. Here in Ireland, **we** have met the needs of homeowners for over 280 years.

You chose **us** because **you** need protection. **You** also want a level of service second to none and, if **you** need help with claims, **we** will be there when **you** need **us** most.

This is **your policy** document. It is the contract that **we** have made with each other. **We** appreciate insurance can be a complicated business so **we** have designed the layout to make it as easy as possible to follow.

Please read it carefully and if **you** have any questions, please contact **your Broker**.

Need to find something quickly?

If the question is...

then look at page

| | |
|---|----|
| If part of a matching set (for example, a three-piece suite) is destroyed, can I claim for a new set? | 11 |
| What does claiming do to my premium? | 12 |
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And if your question is one of these...

I'm thinking of buying another property, what do I do?

I'm thinking of extending the property, am I covered?

I want to change my cover, how do I do this?

Please contact your Broker and they'll give you the answer.

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Caring for you

There may be times when **you** feel **you** don't get the service **you** expect from **us**.

Here's **our** complaints process to help **you**.

- ▶ For a complaint about **your policy**, contact **your Broker**.
- ▶ For a complaint about **your claim**, contact **our** claims action line on **0818 7 365 24**.

If **we** can't sort out **your** complaint, **you** can contact **our** Customer Care Department on **0818 505 505** or:

- ▶ email: axacustomercare@axa.ie; or
- ▶ write to **AXA Insurance, Customer Care, Freepost, Dublin 1**.

If **you're** unhappy with how **we've** dealt with **your** complaint, **you** may be able to refer to:

Financial Services and Pensions Ombudsman,

Lincoln House, Lincoln Place,

Dublin D02 VH29.

Phone: +353 1 567 7000

Email: info@fspo.ie

Web: www.fspo.ie

Our promise to you:

We'll reply to **your** complaint within five days.

We'll investigate **your** complaint.

We'll keep **you** informed of progress.

We'll do everything possible to sort out **your** complaint.

We'll use feedback from **you** to improve **our** service.

Your policy wording

This **policy** document and any **endorsements** that are included in it sets out **your** and **our** rights and responsibilities.

The insurer **your** contract is with is AXA Insurance dac which is established in the Republic of Ireland. Both **you** and **we** can choose the law within the European Union which will apply to the contract. **We** propose that Irish law will apply.

The cover **you** have bought has many benefits to give **you** peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are shown in this **policy** document.

Please read **your policy** carefully and keep it in a safe place.

Your policy includes:

- ▶ the **policy** wording in this document;
- ▶ the **schedule** that has **your** details and the cover that applies; and
- ▶ any **endorsements** which applies.

Unless a section or part of this **policy** shows the countries to which it applies, the cover provided by this **policy** applies only to death, injury, loss or damage happening in the Republic of Ireland or the UK or in transit by sea between any ports therein.

As long as **you** have paid or agreed to pay the premium, **we** will cover death, injury, loss or damage that happens during the **period of insurance** as described in the following pages for the sections **you** have chosen.

On behalf of AXA Insurance dac



Marguerite Brosnan

Chief Executive

AXA Insurance dac
Registered number 136155
Registered office Wolfe Tone House,
Wolfe Tone Street, Dublin 1.

General definitions

Throughout the **policy** whenever the following words or phrases appear in **bold**, they will have the meaning as described below:

Accidental damage

Sudden, unintentional and unexpected physical damage that can be seen

Buildings

The risk address shown in the **schedule**, built of timber frame and/or brick, stone or concrete and roofed with slates, tiles or with concrete (unless noted differently on the **proposal form** or **statement of fact** and accepted by **us**), and the following if they form part of the property:

- a. Domestic greenhouses, domestic garages, tennis hard courts, swimming pools, fixed hot tubs or jacuzzis, terraces, patios, drives, footpaths, walls, gates, fences, hedges, decking, solar panels, domestic oil and gas tanks, and septic tanks, all within the boundaries of the land belonging to the **home**.
- b. Landlord's fixtures and fittings inside the **home**, including fitted wooden or laminated flooring, fitted kitchen, bathroom or bedroom units.

Business

Owning or managing the **building**.

Contents

The following are covered as long as they belong to **you** or **you** are legally responsible for them and they are used for private purposes;

- ▶ furniture
- ▶ carpets,
- ▶ furnishings, and
- ▶ household goods.

Domestic purposes

The **home** is used for normal domestic living and duties.

Employee

- a. any person under a contract of service or apprenticeship with **you**;
- b. any person who is hired to or borrowed by **you**;
- c. any labour master or person they have supplied;
- d. any person supplied by a labour-only subcontractor;
- e. any self-employed person working on a labour-only basis for **you**; or
- f. any person on a work-experience or training scheme while working for **you** in connection with the **business**.

Endorsement

An alteration to the terms of the **policy**. They may be included in this **policy** document or on **your schedule** or **we** may issue them separately.

Excess

The amount of a claim not covered by this insurance and for which **you** are responsible.

Home

The private house, apartment, flat, or maisonette shown in the **schedule** including its **outbuildings** and garages all of which are used only for **domestic purposes**.

Outbuildings

Sheds, green houses, domestic garages, summer houses and other **buildings** (but not caravans, mobile homes or motor homes) which do not form part of the main **building** of the **home** and are used for **domestic purposes**.

Period of insurance

The period from the start date to the end date of **your policy** as shown on **your schedule**.

Policy

The contract of insurance between **you** and **us** based on the answers **you** have given to questions **we** have asked and/or **your statement of fact/proposal form** and consisting of the **schedule**, this **policy** document and any **endorsements** included.

Powered Personal Transporters (PPT's)

This means items such as but not limited to electric scooters, (eScooters), Segways, electric skateboards, hoverboards, powered mini-scooters, electric unicycles and electric bicycles (not pedal assisted).

Schedule

The document which sets out **your** details, the dates of cover, the risk address, the sums insured, the sections of the **policy** that apply and any **excesses** or **endorsements**. The **schedule** forms part of this **policy**.

Statement of fact / Proposal form

A written record of the information provided by **you**, or someone acting on **your** behalf, in **your** application for this **policy**. It includes information provided in writing (including online) or spoken by **you** or by the person acting on **your** behalf.

Unfurnished

Does not contain enough furniture for normal living purposes.

Unoccupied

Home is not lived in by **you** or any other person with **your** permission for more than 40 consecutive days. By 'lived in' **we** mean that **you** or any other person with **your** permission regularly sleep there overnight and carry out day-to-day activities such as cooking or bathing at the property. Regular visits to the **home** or occasional overnight stays would not count as **your home** being lived in or as a break in this 40 day period

We, our, us

AXA Insurance dac.

This definition does not apply to Section D - Landlord's legal costs insurance

You, your, the insured

The person named as the **policyholder** in the **schedule**.

Claims

How we settle claims

You must tell us if the **buildings** and **contents** sums insured are not high enough. If not, **you** may find that **you** do not have enough cover and **we** will not pay the full value of **your** claim.

We will decide how to settle **your** claim. **We** will normally arrange for one of **our** suppliers to repair, reinstate or replace the lost or damaged property. In some instances, **we** may decide to pay a cash amount for the loss or damage. **We** will not pay more than **our** suppliers would have charged. **We** will deduct the appropriate **excess** from all claims payments **we** make.

Claims retention

Where **we** agree to pay **your** claim and the settlement amount is less than €40,000, **we** reserve the right to withhold up to 5% of the final payment until the repair, replacement or re-instatement works are completed and validated through the submission of a final invoice and if required by **us** a final inspection report.

Where **we** agree to pay **your** claim and the settlement amount is €40,000 or more, **we** reserve the right to withhold up to 10% of the final payment until the repair, replacement or re-instatement works are completed and validated through the submission of a final invoice and if required by **us** a final inspection report.

Where the retention amount remains unclaimed after a period of 4 months from the date of the settlement, **we** will contact **you** to remind **you** of the unclaimed retention and **our** requirements to release this payment. If **we** do not hear back from **you** within 10 working days, **we** will issue a final reminder to **you**. Where **we** do not receive a response to **our** final reminder within 10 working days, **we** will close the claim file.

Under insurance

Under insurance can occur when:

- ▶ **your buildings** or **outbuildings** sum insured is below the amount it would cost to rebuild them or
- ▶ **your contents** sum insured is below the amount it would cost to replace them as new.

It is a condition of this **policy** that **you** must at all times keep **your** sums insured at a level that reflects:

- ▶ the actual cost to rebuild **your buildings** or **outbuildings**. This sum insured must also include the costs of removing debris after a loss, professional fees and any additional costs necessary to meet current building regulations.
- ▶ the actual cost to replace **your contents** as new.

If **your** sums insured are not adequate at the time of any loss or damage, **your** claims settlements may be reduced by whatever proportion is represented by the level of under insurance, meaning **you** may have to pay any shortfall yourself. If the sums insured are within 15% of the full value, this condition will not apply.

Underinsurance Examples

Your home is insured for €300,000 but the full cost to rebuild the property is €400,000. This means that the **home** is underinsured by €100,000 or 25%. As a result, **your** claim would be reduced by 25%.

Example 1 - Partial Loss Claim

- ▶ Partial damage occurs to the **home** and the total cost to repair the damage is €100,000.
- ▶ A deduction of 25% (€25,000) is made from the cost of repairs.
- ▶ Therefore, the most **you** will receive is a payment of €75,000. **You** would need to fund the balance of €25,000 yourself.

Example 2 - Total Loss Claim

- ▶ Damage occurs to the **home** and it requires a complete rebuild.
- ▶ As the **home** has been insured for €300,000 this is the maximum payment that can be made.
- ▶ **You** would need to fund the balance of €100,000 yourself.

Please note, other settlement factors such as the **policy excess** are not considered in the examples above.

Matching sets and suites

We treat one item of a matching set of items or suite of furniture or sanitaryware or other bathroom fittings as a single item. **We** will pay **you** for individual damaged items but not for the other undamaged pieces.

If a floor covering is damaged beyond repair, **we** will pay to have it replaced. However, **we** will not pay for undamaged floor coverings in adjoining rooms or areas.

Will we take off an amount for wear and tear?

Buildings

We will pay either:

- a. the cost of rebuilding or replacement; or
- b. the cost of repair or restoration.

In each case **we** will make sure the **buildings** are to a condition equivalent or substantially the same but not better or more extensive than its condition when new.

If **we** need to take off an amount for wear and tear, **we** will compare the cost of rebuilding the property as new, less the allowance for wear and tear with **your** actual sum insured. **We** will only pay **our** share of the loss or damage which **your** sum insured bears to the cost of rebuilding. The cost of rebuilding is not necessarily the market value of the property.

Contents

We will pay either:

- a. the cost of repair; or
- b. the cost of replacement as new less an amount for wear and tear and loss in value.

Other insurance policies

If any injury, loss or damage is covered by any other insurance, **we** will not pay more than **our** share.

No-claims discount

For the purpose of working out the no-claims discount, a **period of insurance** is one continuous year between the beginning of the **policy** and the renewal date shown in **your schedule** and each subsequent renewal thereafter.

If **you** do not **claim** during the current **period of insurance**, **we** will discount **your** renewal premium. The discount will be in accordance with the no-claims discount scale applicable at the time of renewal. **We** will give **you** details if **you** need them.

If during a **period of insurance**, an incident occurs giving rise to claims under the **policy**, **we** will reduce the no-claims discount to 0%.

If **we** agree to transfer the interest of the **policy** to someone else, **we** will not transfer any no-claims discount earned.



Before **you** make a small claim, remember **you** could lose **your** no-claims discount. Please call **us** if **you** have any questions.

Inflation protection

Buildings

To help protect **you** against inflation, **we** will adjust the sum insured under the **buildings** section, in line with an appropriate index* **we** have chosen, and each year when **you** renew the **policy**, **we** will increase the sum insured in line with that index.

*Society of Chartered Surveyors, CSO, Dept of Environment.

Contents

To help protect **you** against inflation, **we** will amend the sum insured under the **contents** section, in line with an appropriate index* **we** have chosen, and each year when **you** renew the **policy**, **we** will increase the sum insured in line with that index.

*Consumer Price Index.

The following applies to **buildings** and **contents**.

- ▶ If an index falls, **we** will keep the sums insured and monetary limits at the same level.
- ▶ When **you** next renew **your policy** **we** will adjust **your** sums insured as a result.
- ▶ Inflation protection will not apply to the monetary limits.
- ▶ During the period of repair, after **we** carry out a repair or replacement for loss or damage to the **building**, **we** will continue to protect the sum insured against inflation as long as:
 - a. **you** take reasonable steps to make sure that the repair or replacement is carried out immediately; and
 - b. the sum insured at the time of the loss or damage represents the full value.

Although **you** have the benefits of inflation protection, **you** should not rely on this alone to keep the **building** sum insured at the correct level. The replacement cost of **your building** or **contents** may be growing faster than inflation – perhaps because of a new extension or new items **you** have bought.

It is a **policy** condition to insure for the correct amount – see page 16, point 3 - Under insurance.

General exclusions

These exclusions apply to the whole **policy** .

1. Sonic bangs

We will not pay for loss or damage caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

2. Radioactive contamination

We will not pay for any loss, damage or legal liability directly or indirectly caused by or contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear component thereof.

3. War and terrorism exclusion

Despite any other condition in this insurance or any **endorsement** that may apply, **we** will not be liable for loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following:

- a. War and acts of terrorism;
- b. Riot, revolution or any similar event as a consequence of war or terrorism.

We define an act of terrorism as an act which may include using or threatening force or violence by any person or group, whether acting alone or in connection with any organisation or government committed for political, religious, ideological or other purposes. This includes the intention to influence any government or to put the public or any section of the public in fear.

This exclusion also does not cover liability, loss, damage, costs or expense resulting from any action taken to control or prevent a or b above.

If **we** say that **we** will not cover a claim for these reasons, **you** must prove otherwise if **you** want **us** to pay a claim.

If any part of this exclusion is not valid or cannot be enforced, the other parts will still be effective.

4. Excess

You will be responsible for the **excess** amounts shown on **your schedule**.

The following **excesses** may apply:

- Standard **excess**
- An **excess** on claims for water escaping from or frost damage to any fixed water, drainage or heating installation, plumbing or fixed domestic appliance
- An **excess** on claims for subsidence, ground heave, or landslip

Refer to **your schedule** to see what **excess** applies.

5. Date change exclusion

We will not pay for any loss of or damage to any computer equipment, software or microchip-controlled electrical appliance **you** own or control, or for any data lost from any computer, software, database or similar equipment, caused by or arising from that equipment failing to treat any calendar date as the correct date.

6. Electronic risks

We will not cover **you** for any liability or losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from:

1. **damage** to or the destruction of any **computer systems**; or
2. any alteration, modification, distortion, erasure or corruption of **electronic data**.

In each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from a virus or similar mechanism or **hacking** or **phishing** or **denial of service attack**.

Additional Definitions are;

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives data.

Damage

Accidental loss, destruction or **damage**.

Electronic Data

Electronic data shall mean facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Denial of service attack

Any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. **Denial of service attacks** include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Hacking

Unauthorized access to any **computer systems**, whether **your** property or not.

Phishing

Any access or attempted access to data made by means of misrepresentation or deception.

7. Wear and Tear

We will not cover wear and tear, rust, or anything which happens gradually. This **policy** does not cover the cost of general maintenance to **your home**.

8. Sulphides

We will not cover any loss or damage caused by the presence of any sulphides including but not limited to muscovite mica, pyrite and/or its derivatives

9. Deliberate or existing damage

We will not cover loss or damage caused deliberately by **you** or **your employees**.

We will not cover loss or damage which happened or resulted from, an event which occurred before this cover started.

10. Reduction in market value

We will not cover any reduction in market value of any property following a loss.

11. Confiscation

We will not cover any government, public or local authority legally taking, keeping or destroying **your** property.

12. Illegal substances

We will not cover loss, damage or liability arising directly or indirectly from the growing, manufacturing, processing, storing, possession or distribution by anyone of any drug, narcotic or illegal substances or items of any kind.

General conditions

This **policy** is only valid if:

- ▶ the information **you** provided in the answers **you** have given to questions **we** have asked and/or, as recorded on **your statement of fact / proposal form** and declaration, is correct and complete, and
- ▶ **you**, or anyone claiming protection, have complied with the **policy** conditions.

If **you** do not comply, **we** may cancel the **policy** or refuse to deal with **your** claim or reduce the amount of a claim.

We may revise the terms, conditions or benefits set out in this **policy** document but if **we** do, **we** will give **you** written notice.

1. Changes to your policy

This **policy** is based on the factual information **you** provided. These facts are represented by the answers **you** have given to questions **we** have asked and/or the **proposal form you** completed and/or the **statement of facts we** last issued. If any of these facts have changed **you** must let **us** know immediately otherwise cover may not operate.

If **you** are not sure whether or not certain facts are important, please ask **us**.

We have the right to accept or decline changes to **your policy** and **we** may charge an additional premium including an administration charge.

If a change to **your policy**, including the administration charge, results in:

- ▶ A return premium of less than €15, **we** will not refund it
- ▶ An additional premium of less than €15, **we** will not charge it.

2. Taking care of your property

You must take all reasonable precautions to avoid injury, loss or damage and take all reasonable steps to protect **your** property from

loss or damage. **You** must keep all **your** property in good condition. If **you** do not do this, **your** right to claim under **your policy** may be affected.

You must comply with the Housing (Standards for Rented Houses) Regulations 2008 and subsequent amendments and keep **your** property in good condition. Particularly in relation to fire safety:

- ▶ **You** must ensure the house contains a fire blanket, suitable fire extinguishers and either a mains-wired smoke alarm or at least two 10-year self-contained battery-operated smoke alarms.
- ▶ **You** must provide a mains-wired smoke alarm, a fire blanket, suitable fire extinguisher and an emergency evacuation plan for each self-contained unit in a multi unit **building**.
- ▶ **You** must ensure emergency lighting is provided in all common areas within a multi unit **building**.

3. Under insurance

Under insurance can occur when:

- ▶ **your buildings** or **outbuildings** sum insured is below the amount it would cost to rebuild them or
- ▶ **your contents** sum insured is below the amount it would cost to replace them as new.

It is a condition of this **policy** that **you** must at all times keep **your** sums insured at a level that reflects:

- ▶ the actual cost to rebuild **your buildings** or **outbuildings**. This sum insured must also include the costs of removing debris after a loss, professional fees and any additional costs necessary to meet current building regulations.
- ▶ the actual cost to replace **your contents** as new.

If **you** sums insured are not adequate at the time of any loss or damage, **your** claims settlements may be reduced by whatever proportion is represented by the level of under insurance, meaning **you** may have to pay any shortfall yourself. If the sums insured are within 15% of the full value, this condition will not apply.

Misrepresentation and Deception

Definitions:

- ▶ Misrepresentation is when someone makes a statement which is not correct to another person. A misrepresentation may be innocent, negligent or fraudulent. All of the information which **you** gave **us** and all of the answers **you** have provided to the questions which **we** asked **you** leading to the inception of this contract of insurance have effect as representations made by **you** to **us**.
- ▶ Deception is where false information is used to make an unfair or unlawful gain.

You must not act in a fraudulent way.

Negligent Misrepresentation

If **you** have made a negligent misrepresentation and a claim arises, **we** may:

- a. Avoid the contract and return **your** premium if **we** would not have entered into the contract under any terms
- b. If **we** would have entered into the contract but on different terms, treat the contract as if those different terms apply
- c. If **we** would have entered the contract but at a higher premium **we** may reduce proportionately the amount to be paid on any claim

If **you** have made a negligent misrepresentation and no claim has arisen, **we** may terminate the contract on reasonable notice to **you**.

Fraudulent Misrepresentation

If a claim is made and if any answer given by **you** to **us** involves a fraudulent misrepresentation or where any conduct by **you** (relative to the contract or the steps leading to its formation) involves fraud of any other kind **we** may avoid this contract of insurance.

Fraudulent Claims

If **you** or anyone acting for **you**:

- ▶ Makes a claim under the **policy**, knowing the claim is false or misleading; or
- ▶ Makes a claim for any loss or damage deliberately caused by **you**;
- ▶ In connection with a claim makes a statement to **us** or anyone acting on **our** behalf, knowing the statement is not true;
- ▶ In connection with a claim sends **us** or anyone acting on **our** behalf a document, knowing the document is false;

We may take one or more of these actions as well as **our** other rights:

- ▶ **We** will not pay the claim
- ▶ **We** may avoid the **policy** with effect from the date of the fraudulent claim or fraudulent act
- ▶ **We** will not return **your** premium

If **you** commit a fraudulent act on any other **policy**, then **we** may:

- ▶ cancel the **policy**
- ▶ consider letting the appropriate law enforcement authorities know about the circumstances.

4. Claims

a. Reporting a claim

- i. **You** or **your** personal representatives must immediately report any incident which may lead to a claim under the **policy**. **You** can phone **us** on 0818 7 365 24.
- ii. If the loss or damage involves theft or malicious damage, **you** must tell the Garda Siochana or relevant police authority immediately.
- iii. **You** must take all reasonable steps to get back the missing property.
- iv. **You** must immediately send **us** any writ, summons, letter, claim or other document.
- v. **You** must provide, within 60 days, any information and evidence **we** ask for, including written estimates and proof of ownership or value.
- vi. **You** must give **us** all reports, certificates, plans, specifications, information and help that **we** may need and pay any costs involved.



It's up to **you** to prove any loss, so **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

b. Dealing with the claim

- i. **You** must not admit any claim made by someone else against **you** or make any agreement with them.
- ii. **We** have the right to negotiate, settle or defend any claim in **your** name and on **your** behalf.
- iii. **You** must not abandon any property to **us** for **us** to deal with.
- iv. **You** must make yourself personally available to meet with **us** to help **us** deal with **your** claim.
- v. **You** must not take any action that would prejudice **our** ability as insurers to verify the loss that **you** are claiming under the **policy**.

5. Cancelling the policy

To cancel the **policy**, just advise **us** by phone or in writing. **We** will refund premium on the following basis:

- ▶ If **you** request cancellation within 14 working days of the date upon which **we** inform **you** the **policy** has been inceptioned, **we** will refund the full premium.
- ▶ Otherwise, **we** will issue a refund based on the unused days left to run on the **policy**, provided no claims have been made on **your policy**. **We** will not refund an amount less than €15. **We** will not refund **your** premium if **you** are paying it under an instalment scheme (unless **you** made an overpayment).

We may cancel this **policy** by sending **you** ten days' notice in writing to **your** last known address.

6. Dispute resolution

Any disagreement that **we** have with **you** and that **we** cannot settle between **us** may be referred to the Financial Services and Pensions Ombudsman (see page 6 for contact details).

If the Financial Services and Pensions

Ombudsman will not deal with the disagreement, **we** may agree to refer the dispute to arbitration or mediation. The arbitrator's decision will be final and binding.

If **you** wait more than a year to do this, **you** will be considered to have abandoned **your** claim and **you** cannot take it up again.

7. Your obligation to keep to the terms and conditions of the policy

This **policy** will only apply if:

- a. **you** keep to the terms, conditions and **endorsements** and the statements and answers in the **statement of fact/proposal form** are true; and
- b. as far as **you** know, the statements made and the information given to **us**, which form the basis of the contract, are complete and correct.

8. Payments

Any money paid under this **policy** will be paid in euro in the Republic of Ireland.

9. Paying by instalments

If **you** are paying, or have agreed to pay the premium for this **policy** by instalments, **you** must keep **your** payments up to date. If **you** miss any payments, **we** will withdraw **your** option to pay by instalments or **we** will cancel the **policy** (or both).

10. Stamp duty

We have paid or will pay stamp duty to the Revenue Commissioners in line with the conditions of section 113 of the Finance Act, 1990.

11. Unoccupancy

If any accommodation forming part of the **building** is **unoccupied** for 40 days in a row or more, **you** must make sure that:

- a. the gas, electricity and water are turned off at the mains and the water and heating systems are drained; and
- b. **you** visit the premises at least once every seven days.

SECTION A

Insurance for your buildings



Please look at **your schedule** to see if **you** have chosen this section.

What is the most we will pay?



We will not pay more than the **buildings** sum insured shown in **your schedule** or any higher amount **we** might allow for inflation.

However, **we** will pay any additional amounts due under extensions to the following;

16. Loss of rent and the cost of other accommodation,
17. Replacing locks,
18. Fire brigade charges,
19. Finding a leak; and
20. Emergency entries

|  What's covered |  What's not covered |
|---|--|
| <p>Your policy covers loss or damage to the building by the following causes.</p> <hr/> <ol style="list-style-type: none"> 1. Fire, lightning, explosion or earthquake <hr/> 2. Smoke <hr/> 3. Storm or flood | <hr/> <p>We will not cover loss or damage caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.</p> <hr/> <p>We will not cover loss or damage:</p> <ol style="list-style-type: none"> a. by frost; b. by subsidence, ground heave and landslip; c. to gates, hedges and fences; d. to open fronted or open sided outbuildings; e. to felt roofs over 5 years old unless you can prove that the roof has been inspected by a professional builder every 3 years; or |

| ✓ What's covered | ✗ What's not covered |
|--|---|
| <p>4. Riot, strikes, labour and political disturbances</p> <hr/> <p>5. Malicious damage</p> | <p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> a. while the home is left unoccupied or unfurnished for 40 days in a row or more; or b. as a result of war or terrorism. <hr/> <p>We will not cover:</p> <ul style="list-style-type: none"> a. loss or damage while the home is left unoccupied or unfurnished for 40 days in a row or more; or b. the first €3,000 for loss or damage caused by people legally in the home. |
| <p>6. Water escaping from, or frost damage to, a fixed water, drainage or heating installation, plumbing or fixed domestic appliance</p> | <p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> a. caused by escape of water from a drain, water main or pipes which leads to subsidence, ground heave or landslip; b. while the home has been unoccupied or unfurnished for 40 days in a row or more; c. caused by water leaking from shower units, and baths through seals and grouting; d. to the part or appliance from which the water leaks; or e. to properties built prior to 1920 unless replumbed in the last 35 years by a certified plumber. |

|  What's covered |  What's not covered |
|---|---|
| <p>7. Subsidence or ground heave of the site on which the buildings stand, or landslip</p> | <p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> a. arising from faulty workmanship, faulty design, faulty or inadequate drains or drainage systems, inadequate foundations or using faulty materials; b. to or resulting from solid floors or floor slabs moving, unless the foundations of the outside walls are damaged at the same time and by the same cause; c. to swimming pools, terraces, patios, drives, paths, service tanks, sewers, gates, fences, hedges, tennis courts or walls unless the home is damaged at the same time and by the same cause; d. caused by structural alterations, demolition, repairs or extensions to the home; e. caused by normal settlement, shrinkage, expansion, chemical action or any structures bedding down; f. caused by made-up ground or land-filled sites settling or moving; g. caused by the coast or riverbank or lakeside wearing away; h. to the home which happened before cover was granted under this policy ; and i. caused by subsidence or ground heave of the site on which the buildings stand, or landslip if you hire any experts or contractors other than those carrying out emergency work without our permission. We will have to agree to you hiring these experts or contractors, and we have the right to choose experts from our own panel. |
| <p>8. Theft or attempted theft</p> | <p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> a. while the home is left unoccupied or unfurnished for 40 days in a row or more; or b. while the building is let or sublet or shared unless force and violence are used to gain entry or exit from the home. |
| <p>9. Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting your building</p> | <p>We will not cover loss or damage caused by animals owned by you or in your care, custody or control.</p> |

**What's covered**

10. Radio and television aerials, fittings and masts and satellite dishes breaking or collapsing

11. Oil leaking from a fixed oil-fired heating installation including smoke damage due to a faulty oil-fired heating installation.

Regardless of the tank age, you should check your oil tank at least twice a year for signs of cracking and/or failure. In the event that defects are discovered, the tank should be immediately replaced to avoid oil escaping.

12. Falling trees or branches

**What's not covered**

We will not cover loss or damage caused by aerials or masts over 15 metres in height from ground level.

We will not cover loss or damage:



- a. caused by pollution or oil spillage if **you** hire any experts or contractors other than those carrying out emergency work without **our** permission. **We** will have to agree to **you** hiring these experts or contractors, and **we** have the right to choose experts from **our** own panel;
- b. to the part or appliance from which the oil leaked; or
- c. while the **home** has been **unoccupied** or **unfurnished** for 40 days in a row or more.

We will not cover:

- a. loss or damage caused by felling, lopping or topping trees;
- b. loss or damage to gates, hedges, walls and fences unless the **home** is damaged at the same time; and
- c. the cost of removing the fallen tree if it has not damaged the **home**.

Extensions to your building cover

The **buildings** section of **your policy** also includes the following cover.

|  What's covered |  What's not covered |
|--|--|
| <p>13. Removing debris and building fees</p> <p>If there has been loss or damage which is covered under section A – Insurance for your buildings, we will pay for:</p> <ol style="list-style-type: none"> the reasonable cost of removing debris; the reasonable extra cost of reinstating the building that you have to pay to keep to legal regulations or local-authority bye-laws. <p>We will decide whether or not you require the services of an architect, a surveyor, a consulting engineer or any other expert to assist in the repair or reinstatement of the building. We will select the expert and we will discharge their reasonable fees.</p> <p>The most we will pay for any one claim is 10% of the building sum insured.</p> | <p>We will not:</p> <ol style="list-style-type: none"> cover any cost for keeping to requirements or regulations resulting from a notice served on you or anyone leasing or renting the property; <ul style="list-style-type: none"> ▷ before the destruction or damage happened; or ▷ for the undamaged parts of the buildings. pay for any expert engaged by you. |
| <p>14. Damage to underground services</p> <p>We will cover accidental damage to:</p> <ol style="list-style-type: none"> cables and underground pipes which extend from the buildings to the public mains; and septic tanks and drain inspection covers. | <p>We will not cover loss or damage:</p> <ol style="list-style-type: none"> to septic tanks unless you have: <ol style="list-style-type: none"> obtained the necessary planning permission and building control approval maintained it in accordance with the manufacturers guidelines, including servicing and de-sludging requirements resulting from any maintenance, routine repair, clearing or emptying of any septic tank; arising from faulty workmanship, faulty design or using faulty materials; covered by a manufacturer, supplier, installer or repairer guarantee or warranty; which are not your legal responsibility; whilst the home is undergoing any structural repairs, alterations or extensions; while the home is left unoccupied or unfurnished for 40 days in a row or more; as a result of tree root action; by wear or tear or anything which happens gradually; or by mechanical or electrical breakdown. |

**What's covered****15. Breakage of fixed glass and sanitaryware**

We will cover accidental breakage of:

- a. fixed glass in windows, doors, fanlights, skylight, domestic greenhouses, conservatories, porches and verandas;
- b. ceramic hobs or tops of cookers; and
- c. fixed sanitaryware and bathroom fittings.

16. Loss of rent and the cost of other accommodation

We will always try to keep **you** in **your home** if **we** can. This may involve solutions to overcome temporary interruptions in essential facilities e.g. loss of running water or cooking facilities.

If that isn't possible and where **we** are satisfied that the **home** cannot be lived in because of loss or damage by causes 1 to 12 (as noted on pages 19 to 22), **we will pay**:

- a. the amount of rent **you** should have received but lost while the **home** was unfit to live in
- b. the reasonable cost of similar alternative accommodation until the **home** is fit to live in again. To determine what **we** mean by the 'reasonable cost of similar alternative accommodation' there are numerous factors **we** consider, including:
 - ▷ the circumstances of **your** claim
 - ▷ the needs of **you** and **your** family
 - ▷ how long **you** might need the accommodation for
 - ▷ what type of accommodation is available and where it is located.

The most **we** will pay for any one claim is 20% of the **buildings** sum insured. **You** will need to provide proof of any expense incurred.

**What's not covered**

We will not cover loss or damage:

- a. while the **home** is left **unoccupied** or **unfurnished** for 40 days in a row or more; or
- b. to ceramic hobs or tops in moveable cookers.

**What's covered****17. Replacing locks**

We will pay the cost of replacing locks (including keys) to any outside door of the **home** or any domestic safe or intruder alarm protecting the **home** if the keys have been stolen from the **home**.

We will not pay more than €750 for any one claim under the **policy**.

18. Fire brigade charges

We will pay charges made by a local authority in line with the conditions of the Fire Services Act 1981 to control or put out a fire affecting **your** property in circumstances which have given rise to a valid claim under the **policy**.

We will not pay more than €3,000 for any one claim under the **policy**.

19. Finding a leak

We will pay up to €750 for necessary and reasonable costs that **you** incur in finding the source of any water leak causing damage which is covered under cause 6 of this section.

This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.

20. Emergency Entries

We will pay for loss or damage to the **buildings** caused when the fire brigade, the Garda Síochána or the ambulance service have to make a forced entry because of an emergency to **you**.

We will not pay more than €1,200 for any one claim under the **policy**.

**What's not covered**

We will not cover the cost of replacing keys and locks to a garage or **outbuilding**.

We will not cover the costs of repair of the source of the damage unless the cause is covered elsewhere in this **policy**.



What's covered

21. Accidental damage to your buildings.

What's not covered

We will not cover **accidental damage**:

- a. specifically excluded under Section A - Insurance for **your buildings**;
- b. by frost;
- c. by vermin, insects, fungus, wet or dry rot;
- d. by chewing, scratching, tearing or fouling by domestic animals;
- e. by mechanical or electrical breakdown;
- f. specifically covered somewhere else in this **policy** ;
- g. arising from altering or extending the **building** or the cost of maintenance or routine decoration;
- h. caused by the process of cleaning, repair, alteration, washing, heating, renovation, restoration, maintenance, restyling, dismantling, erecting, or to any article while being worked on; or
- i. arising from faulty workmanship, faulty design or using faulty materials.

SECTION B

Landlords contents



Please look at **your schedule** to see if **you** have chosen this section.

What is the most we will pay?

We will not pay more than the **contents** sum insured shown in **your schedule** or any higher amount **we** might allow for inflation.

However, **we** will pay any additional amounts due under the following extension:

14. **Contents** in the open.

|  What's covered |  What's not covered |
|---|---|
| <p>The following are covered as long as they belong to you or you are legally responsible for them and they are used for private purposes;</p> <ul style="list-style-type: none"> ▷ furniture ▷ carpets, ▷ furnishings, and ▷ household goods | <p>We will not cover</p> <ol style="list-style-type: none"> a. ▷ mechanically-propelled vehicles (other than lawnmowers and cultivators used just on your property, mobility scooters and electric wheelchairs), ▷ watercraft, ▷ aircraft (including all forms of drones), ▷ caravans, ▷ trailers <p>and their parts and accessories, tools, fitted radios, phones, cassette and compact-disc players;</p> <ol style="list-style-type: none"> b. landlord's fixtures, fittings and decorations including wooden floors; c. contents more specifically insured by any other insurance; d. deeds, bonds, securities and documents; e. tenants' property; f. animals; g. clothes and articles of a strictly personal nature worn, used or carried and also portable radios, portable TVs, sports equipment and bicycles; h. jewellery, items of gold, silver or other precious metals, watches, furs, cameras (which include video recorders and camcorders), binoculars, pictures and other works of art and collections of stamps, coins and medals; |

**What's covered**

Your **policy** covers loss or damage to the **contents** in the **home** by the following causes.

1. Fire, lightning, explosion or earthquake

2. Smoke

3. Storm or flood

4. Riot, strikes, labour and political disturbances

5. Malicious damage

**What's not covered**

- i. money - this includes coins and bank notes in current use, cheques, postal orders and money orders, Premium Bonds, saving stamps and certificates, stamps in current use, travel tickets, petrol coupons, record tokens, book tokens and other tokens, luncheon vouchers and trading stamps

We will not cover loss or damage caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.

We will not cover loss or damage:



- a. by frost;
- b. to property in the open;
- c. to trees, shrubs and plants growing in the open;
- d. to open fronted or open sided **outbuildings**.

We will not loss or damage:

- a. while the **home** is left **unoccupied** or **unfurnished** for 40 days in a row or more; or
- b. as a result of war or terrorism.

We will not cover:

- a. loss or damage while the **home** is left **unoccupied** or **unfurnished** for 40 days in a row or more; or
- b. the first €1,500 for loss or damage caused by people legally in the **home**.

|  What's covered |  What's not covered |
|--|--|
| <p>6. Water escaping from a fixed water, drainage or heating installation, plumbing or fixed domestic appliance</p> | <p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> a. caused by water escaping from a drain, water main or pipes which leads to subsidence, ground heave or landslip; b. while the home has been unoccupied or unfurnished for 40 days in a row or more; c. to the part or appliance from which the water leaks; d. caused by water leaking from shower units, and baths through seals and grouting e. to properties built prior to 1920 unless replumbed in the last 35 years by a certified plumber. |
| <p>7. Subsidence or ground heave of the site on which the buildings stand, or landslip</p> | <p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> a. arising from faulty workmanship, faulty design, faulty or inadequate drains or drainage systems, inadequate foundations or using faulty materials; b. to or resulting from solid floors or floor slabs moving unless the foundations of the outside walls are damaged at the same time and by the same cause; c. caused by structural alterations, demolition, repairs or extensions to the home; d. caused by normal settlement, shrinkage, expansion, chemical action or any structures bedding down; e. caused by made-up ground or land-filled sites settling or moving; f. caused by the coast or riverbank or lakeside wearing away; or g. which began before cover was granted under this policy . |



What's covered

8. Theft or attempted theft

9. Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting the home

10. Radio and television aerials, fittings and masts and satellite dishes breaking or collapsing

11. Oil escaping from a fixed oil-fired heating installation including smoke damage due to faulty oil-fired heating installation

Regardless of the tank age, you should check your oil tank at least twice a year for signs of cracking and/or failure. In the event that defects are discovered, the tank should be immediately replaced to avoid oil escaping.

12. Falling trees or branches



What's not covered

1. **We** will not cover:

- a. loss or damage while the **home** is left **unoccupied** or **unfurnished** for 40 days in a row or more;
- b. loss where the property is bought from **you** by any person using any form of payment which proves to be fake, fraudulent, invalid or uncollectable, for any reason;
- c. theft from the open;
- d. theft from mechanically-propelled vehicles.

2. **We** will not pay for the following unless violence and force have been used to gain entry or exit from **home**:

- a. loss of or damage to **contents** in any part of the **home** which is used for any trade, business or profession;
- b. loss of or damage to **contents** in the **home** if any part is let or sublet or lived in by anyone but **you**.

We will not cover loss or damage caused by animals owned by **you** or in **your** care, custody or control.

We will not cover loss or damage caused by aerials or masts over 15 metres in height from ground level.



We will not cover loss or damage:

- a. caused by pollution or oil spillage if **you** hire any experts or contractors other than those carrying out emergency work without **our** permission. **We** will have to agree to **you** hiring these experts or contractors, and **we** have the right to choose experts from **our** own panel;
- b. to the part or appliance from which the oil leaked; or
- c. while the **home** has been **unoccupied** or **unfurnished** for 40 days in a row or more.

We will not cover loss or damage caused by felling, lopping or topping trees.

Extensions to your contents cover

The **contents** section of **your policy** also includes the following cover.

|  What's covered |  What's not covered |
|---|--|
| <p>13. Accidental breakage of mirrors and glass</p> <p>We will cover accidental breakage of:</p> <ol style="list-style-type: none"> mirrors; fixed glass in, and glass tops of, furniture; and ceramic hobs and ceramic tops of cookers. | <p>We will not cover loss or damage:</p> <ol style="list-style-type: none"> while the home has been left unoccupied or unfurnished for 40 days in a row or more; to mirrors, glass, ceramic hobs and ceramic tops not in the home. |
| <p>14. Contents in the open</p> <p>We will cover loss or damage by causes 1 to 12 (as noted on pages 27 to 29) to contents in the open but within the boundaries of the home. The most we will pay for any one claim is €1,000.</p> | <p>We will not cover loss or damage to any plant, shrub or tree.</p> |
| <p>15. Accidental damage to landlords contents</p> | <p>We will not cover accidental damage:</p> <ol style="list-style-type: none"> specifically excluded under Section B - Landlord's contents; covered somewhere else in this policy ; caused by weather (other than storm or flood), fungus, wet or dry rot, damp, frost, scratching, chipping or denting, corrosion, action of light, or manufacturing faults, vermin or insects; arising from loss in value or consequential loss; by chewing, scratching, tearing or fouling by domestic animals; by mechanical or electrical breakdown; arising from faulty workmanship, faulty design or using faulty materials; caused by the process of cleaning, dyeing, repair, alteration, washing, drying, heating, renovation, restoration, maintenance, restyling, dismantling, erecting, or to any article while being worked on; caused by settlement or shrinkage; to food, drink or plants; or to items of glass, china, porcelain, earthenware or stone (or other items of a similar brittle material). |



SECTION C



Liability

The **excess** does not apply to this section.

Subsection 1 - your legal responsibility to the public



Under subsection 1, **we** will not pay more than €3,000,000 for any one claim against **you** or a series of claims arising from one event.

|  What's covered |  What's not covered |
|---|---|
| <p>We will cover all amounts that you are legally responsible to pay as damages for:</p> <ol style="list-style-type: none"> a. death, bodily injury or illness to any person; b. loss or damage to property <p style="padding-left: 40px;">which happens in or about the building during the period of insurance.</p> <p>We will also pay legal costs and expenses anyone can recover and all costs and expenses we agree to in writing.</p> <p>If you die, your legal representative will have the benefit of this section for any liability, you may have for an event covered by this section.</p> | <ol style="list-style-type: none"> a. We will not cover liability for: <ul style="list-style-type: none"> ▷ bodily injury to you; ▷ bodily injury sustained by any employee arising out of and in the course of their employment with you; or ▷ loss of or damage to property belonging to you or in your or your employees custody and control. b. We will not cover liability arising from: <ul style="list-style-type: none"> ▷ any wilful, malicious, deliberate or reckless act by you or your employee while involved in supervisory duties ▷ you carrying out any trade calling or profession other than the business; ▷ you living in, using or controlling any land or building, other than the building referred to in section A or any temporary home; ▷ you owning any land or building, other than, if section A applies, the building referred to in section A; ▷ you owning or using animals other than horses, cats or dogs and other animals normally domesticated in the Republic of Ireland; ▷ you owning, using, controlling, supervising or keeping dogs in breach of the Control of Dogs Acts 1986, to include any amendments thereto, and all Regulations made pursuant to those Acts; |

|  What's covered |  What's not covered |
|--|--|
| | <ul style="list-style-type: none"> ▷ you owning, using, controlling, supervising or keeping any dog of the breeds (including any strain thereof) listed in section 5(1) of the Control of Dogs Regulations 1998, S.I.442/1998 (to include any amendments thereto as may be made from time to time) or having any such breed of dog in any part of your home or property for any purpose; ▷ you owning or using (other than domestic gardening equipment or being a passenger thereon) mechanically propelled vehicles, (including mobility scooters), PPT's, aircraft (including all forms of drones) or watercraft, (not model aircraft or model watercraft or non-power-driven craft on inland waterways); ▷ any lift you own or for which you are responsible for maintenance; ▷ You owning or using a hot tub or jacuzzi unless it is maintained in line with the manufacturer's recommendations ▷ you owning, or using, any firearm or sporting gun; or ▷ the transmission of any contagious disease or virus. <p>c. We will not cover liability you have under an agreement, unless you would have been liable if the agreement did not exist.</p> <p>d. Any liability for which you must have insurance cover under the terms of the Road Traffic Acts.</p> |

Subsection 2 - Liability to domestic employees

We will not pay more than €3,000,000 under subsection 2 for all damages, costs, fees and expenses for any one claim against **you** or series of claims arising from one event.

|  What's covered |  What's not covered |
|--|---|
| <p>We will cover all amounts you are legally responsible to pay as damages for bodily injury (including death or illness) to any person under a contract of service with you just for private domestic duties.</p> <p>This includes a chauffeur, gardener, people carrying out repair work, and other temporary or casual employees. The injury must arise out of and in the course of their employment by you and happen in the Republic of Ireland.</p> <p>We will also pay legal costs and expenses anyone can recover and all costs and expenses we agree in writing.</p> <p>If you die, your legal representative will have the benefit of this section for any liability you would have suffered for an event covered by this section.</p> | <ol style="list-style-type: none"> a. We will not cover liability arising from any deliberate or malicious act. b. We will not cover liability you have under an agreement unless you would have been liable if the agreement did not exist. c. We will not cover liability arising from you owning or using animals other than horses, cats or dogs and other animals normally domesticated in the Republic of Ireland. d. We will not cover liability arising from you owning, using, controlling, supervising or keeping dogs in breach of the Control of Dogs Acts 1986, to include any amendments thereto, and all Regulations made pursuant to those Acts. e. We will not cover liability arising from you owning, using, controlling, supervising or keeping any dog of the breeds (including any strain thereof) listed in section 5(1) of the Control of Dogs Regulations 1998, S.I.442/1998 (to include any amendments thereto as may be made from time to time) or having any such breed of dog in any part of your home or property for any purpose; f. We will not cover liability arising from the transmission of any contagious disease or virus. g. We will not cover liability arising directly or indirectly in connection with demolishing or altering the building or any operation related to those activities. h. Any liability for which you must have insurance cover under the terms of the Road Traffic Acts. |

SECTION D

Landlord's legal costs insurance

Landlord's legal costs insurance

In the event of a valid claim under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal advisers' fees unless court **proceedings** are issued or a conflict of interest arises.

The insurance covers **advisor's costs** up to €75,000 where;

- a. the **insured incident** takes place in the **period of insurance** and within the **territorial limits** and
- b. the **proceedings** take place in the **territorial**

limits.

If **you** die **we** will cover **your** personal representatives to pursue cases covered by this insurance on behalf of **your** estate that arose prior to **your** death.

Definitions applying to this section

Wherever the following words or phrases appear in **bold** in this section they will have the following meanings as described below.

The definitions outlined below only apply to Section D – Landlord's legal costs insurance.

| | | |
|---|--------------------------------|--|
| 1 | Act | The Residential Tenancies Acts 2004 to 2006 or amendments thereof. |
| 2 | Adviser | The MIS panel solicitor or their agents appointed by MIS to act for you . |
| 3 | Adviser's costs | Reasonable legal fees incurred by the adviser up to the hourly rate shown in the MIS fee scale ruling at the time we instruct the adviser and disbursements essential to your case. We will assess legal costs on the standard basis. We will pay third party costs awarded against you on the standard basis of assessment. |
| 4 | MIS / We / Our / Us | MIS Underwriting Limited who administer claims under Section D of this policy . |
| 5 | Dilapidations Inventory | A full and detailed inventory of your contents and their condition within the buildings which has been signed by the tenant . |
| 6 | Insured incident | The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time. |

| | | |
|----|---------------------------|--|
| 7 | Proceeding | Any steps involved in terminating a tenancy to include; issuing a notice of termination, obtaining a determination order from the PRTB after a mediated agreement or decision of the adjudicator or tribunal and enforcement of the determination order in the Circuit or High Court. |
| 8 | PRTB | The Private Residential Tenancies Board. |
| 9 | Rent | The monthly amount payable by the tenant to you as set out in the tenancy agreement . |
| 10 | Tenancy agreement | A tenancy between you and the tenant in relation to the buildings which falls within the scope of the Act and which has been registered with the PRTB and which is: <ul style="list-style-type: none"> a. appropriate for the tenancy; and b. signed and independently witnessed by you and the tenant; and c. free from any unreasonably restrictive covenants. |
| 11 | Tenant | The occupier of the building named in the tenancy agreement as the tenant or sub-tenant who has received a tenant reference . |
| 12 | Tenant reference | Copies of two forms of identification for the tenant(s) (one of which must contain a photograph and the other must be a utility bill), a written employers' reference confirming the tenant(s) permanent and current employment and that their salary is sufficient to meet their rent liability after deduction of other normal living costs. |
| 13 | Territorial limits | The Republic of Ireland. |



What's covered

A

We will cover **advisers' costs** to pursue **proceedings** against a **tenant** to recover possession of the **buildings** where the **tenant** is in breach of Section 16 or Section 78 (j) of the **Act** relating to the rightful occupation of the **buildings**.



What's not covered

We will not cover an **insured incident**: -

- ▶ Where **you** fail to provide evidence that **you** successfully completed a **tenant reference** on the **tenant** prior to the start of the **tenancy agreement** or where the **tenancy agreement** started more than 31 days after the **tenant reference**.
- ▶ Where **you** are in breach of any aspect of the **Act**,
- ▶ Relating to cases brought to the **PRTB** by the **tenant** against **you**,
- ▶ Where **you** have issued an invalid termination notice,
- ▶ Arising from or connected to the performance of **your** obligations under the **tenancy agreement** or where there are insufficient prospects of success in the **proceedings** due to the terms of the **tenancy agreement** being unenforceable,
- ▶ Arising from dilapidations unless the missing or damaged items were contained within a **dilapidations inventory**,
- ▶ Where the amount in dispute is less than €375 including tax,
- ▶ Where the use of the **buildings** is not solely residential,
- ▶ Where the **tenant** is not aged 18 years or over,
- ▶ Where **you** have allowed the **tenant** into possession of the **buildings** before:
 - ▷ all parties have signed the **tenancy agreement**,
 - ▷ **you** have obtained a **tenant reference**,
 - ▷ all necessary statutory pre-grant notices to the **tenant** have been issued,
 - ▷ the first months **rent** has been received in cash or cleared funds and



What's covered

B

We will cover **advisers' costs** to pursue **proceedings** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **buildings**.

The nuisance or trespass must have started at least 180 days after **you** first purchased this insurance.



What's not covered

- ▶ the **dilapidations inventory** has been signed by the **tenant**.
- ▶ Where **you** have failed to keep full and up to date rental records or have failed to provide a **rent** book as required pursuant to Article 5(2)B of the Housing Rent Books Regulations 1993 (SI146/1993) or any amendment thereof or have allowed the **tenancy agreement** to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with,
- ▶ If **you** or **your** agent gave any false or misleading information when **you** applied for the **tenant reference**,
- ▶ Relating to any occupant of the **buildings** over the age of 18 authorised by **you**, other than the **tenant**,
- ▶ Where **advisers' costs** have been incurred as a result of **your** failure to follow the advice of the **adviser** or arising from **your** failure to take any action recommended by **us** or the **adviser** to recover possession of the **buildings** as promptly as possible.

There is no cover arising from a dispute relating to a **tenancy agreement** or any other lease or licence to occupy property or land.

General exclusions

1. We will not give cover where;

- ▶ the **insured incident** occurs within the first 90 days of the **period of insurance** where the **tenancy agreement** started before the **period of insurance** unless **you** had continuous previous insurance,
- ▶ **your** act, omission or delay prejudices **your** or the underwriters' position in connection with the **proceedings** or prolongs the length of the claim,
- ▶ there is a dispute between **you** and **your** agent or mortgage lender,
- ▶ the **insured incident** began to occur or had occurred before **you** purchased this insurance,
- ▶ **you** should reasonably have realised when purchasing this insurance that a claim under this insurance might occur,
- ▶ **you** fail to give proper information to **us** or to the **adviser**,
- ▶ **your** act or omission prejudices **you** or the underwriters' position in connection with the **proceedings**,
- ▶ **you** breach a condition of this insurance,
- ▶ **we** have not agreed **advisers' costs** in advance or the costs are above those for which **we** have given **our** prior written approval.

2. We will not cover any claim arising from;

- ▶ any disputes relating to a **rent** review referred to the **PRTB**,
- ▶ works undertaken or to be undertaken by or under the order of any government or public or local authority,
- ▶ planning law,
- ▶ the construction of or structural alteration to **buildings**,

- ▶ defamation or malicious falsehood,
- ▶ divorce, matrimonial matters or **proceedings** including ancillary relief, parental responsibility and contact, or affiliation,
- ▶ any venture for gain or business project other than in relation to **your** activity as a landlord,
- ▶ a dispute between persons insured under this **policy** ,
- ▶ an application for judicial review,
- ▶ a novel point of law.

3. We will not give cover:

- ▶ for **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party,
- ▶ for damages, interest, fines or costs awarded in criminal courts,
- ▶ where **you** have other legal costs insurance cover,
- ▶ for claims made by or against AXA Insurance, the underwriters, the **adviser** or **MIS**,
- ▶ for appeals without **our** prior written consent,
- ▶ prior to the issue of court **proceedings** or unless a conflict of interest arises for the costs of any legal representative other than those of the **adviser**.

General conditions

1 Claims

- a. **You** must notify claims as soon as reasonably possible of the **insured incident** and complete the claim form. **You** must return the claim form promptly with all relevant information.
- b. If **rent** is overdue **you** must contact the **tenant** within seven days to establish the reason for the default. If the **rent** is not paid within a further seven days **you** must contact the **tenant** again. If **you** cannot contact the **tenant**, and it is lawful to do so, **you** or **your** agent must serve notice of a requirement to undertake an inspection in accordance with **your** rights within the **tenancy agreement** and visit the **buildings**. **You** should seek legal advice if **you** are unsure that such an inspection is lawful.
- c. **You** and **your** agent must act promptly to gain vacant possession of the **buildings** and recover **rent** arrears.
- d. In the event of a claim **you** or **your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **tenant** has vacated the **buildings**.
- e. **You** and **your** agent must attend any court hearing in relation to an **insured incident** if **we** or **our adviser** request **you** to. If **you** fail to attend **we** will withdraw all cover immediately and **we** will make no further claims payments.
- f. **We** may investigate the claim and take over and conduct the **proceedings** in **your** name. With **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the **proceedings**.
- g. **We**, on behalf of underwriters have the right under subrogation to pursue **proceedings** against the **tenant** to recover **advisers' costs**.
- h. **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether **we** can accept a claim. If court **proceedings** are required and **you** wish to nominate another legal representative to act for **you** then **you** may do so. The other legal representative must:-
 - ▷ confirm in writing that he will enable **you** to comply with **your** obligations under this insurance,
 - ▷ agree with **us** the rate at which his costs will be calculated. If no agreement is reached **we** will ask the Law Society of Ireland to nominate an **adviser** and this nomination shall be binding.
- i. The **adviser** will;
 - ▷ provide a detailed view of **your** prospects of success including the prospects of enforcing any judgement obtained,
 - ▷ keep **us** fully advised of all developments and provide such information as **we** may require,
 - ▷ keep **us** regularly advised of **advisers' costs** incurred,
 - ▷ advise **us** of any offers to settle and payments in to court. If contrary to **our** advice such offers or payments are not accepted **we** will not cover further **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed,
 - ▷ submit bills for assessment or certification by the appropriate body if requested by **us**,
 - ▷ attempt recovery of costs from third parties,
- j. In the event of a dispute with **advisers' costs** **we** may require **you** to change **adviser**.
- k. Underwriters will only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.
- l. **You** must supply all information requested by the **adviser** and **us**.

- m. **You** are responsible for any **advisers' costs** if **you** withdraw from the **proceedings** without **our** prior consent. **You** must reimburse any costs already paid by **us**.

2 Reasonable prospects

At any time **we**, on behalf of the Underwriters, may form the view that **you** do not have a reasonable prospect of success in the action **you** are proposing to take or are taking. If so, **we** may decline support or any further support. In forming this view **we** may take into account;

- a. the amount of money at stake,
- b. the fact that a reasonable person without legal costs insurance would not wish to pursue the matter,
- c. the prospects of winning the case,
- d. the prospects of being able to enforce a judgement,
- e. the fact that **your** interests could be better achieved in another way.

Authorisation

MIS Underwriting Limited is regulated by the Central Bank of Ireland. Section D of this **policy** is administered by **MIS** Underwriting Ltd and underwritten by Amtrust International Underwriters DAC. Amtrust International Underwriters DAC is regulated by the Central Bank of Ireland.

Telephone legal advice line

Use the 24 hour advisory service for telephone advice on any legal problem of concern to **you** in connection with the **buildings**.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the advice line will ask **you** to complete a claim form. If **your** problem is not covered under this insurance, the advice line may be able to offer **you** assistance under a private funding arrangement.



Simply telephone 01 865 8807 and quote "AXA Insurance – Landlord Insurance".

To maintain an accurate record **your** telephone call may be recorded.

To make a claim

This insurance only covers legal fees incurred by **our** panel solicitor or their agents appointed by **us** until court **proceedings** are issued. If court **proceedings** are issued or a conflict of interest arises, **you** may nominate another solicitor to act for **you**.

As soon as **you** have a legal problem that **you** require assistance with under this insurance **you** should telephone the legal advice line.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, **you** should contact the legal advice line for assistance.

If **rent** is overdue **you** must contact the **tenant** within seven days to establish the reason for the arrears. If the **rent** is not paid within a further seven days **you** must contact the **tenant** again. If **you** cannot contact the **tenant**, and it is lawful

to do so, **you** or **your** agent must serve notice of a requirement to undertake an inspection in accordance with **your** rights within the **tenancy agreement** and then visit the **buildings**. **You** or **your** agent should seek legal advice if **you** are unsure that such an inspection is lawful.

We will send out a claim form by e-mail, fax or post within 24-hours. **You** must complete and return the claim form with supporting documentation within five days of **you** receiving it. To maintain an accurate record, **we** may record **your** telephone call.

What happens next:

We will assess the claim. And if **we** accept it **we** will appoint one of **our** panel solicitors or their agents to act for **you**.

You or **your** agent must give all information requested by **us** or **our adviser** within five days of receiving the request for that information.

You or **your** agent must attend any court hearing if requested by **our adviser**.

This claims procedure should be read in conjunction with the main terms and conditions of the Insurance.

Endorsements



An **endorsement** is an alteration to the terms of the **policy**.

The following **endorsements** only apply if they are shown in the **schedule**.

1609 Buildings of farm property

The insurance under section A - **Buildings** of this **policy** applies only to those **buildings** described and used just for private and **domestic purposes**.

1610 Contents of farm property

The insurance under section B - **Contents** of this **policy** applies only to those **contents** described and used just for private and **domestic purposes**.

1615 Restriction of cover to fire and smoke damage on buildings and contents

Our liability under section A - **Buildings** or section B - **Contents** is restricted to: Cause 1: Fire, lightning, explosion and earthquake. Cause 2: Smoke

1622 Mortgagee clause

The interest of the company who provided any mortgage (lender) in this insurance will not be affected by any act or neglect of the borrower or anyone living, using or controlling any **building we** insure if the danger of loss or damage is increased without the lender's authority or knowledge as long as they immediately let **us** know about the increased risk in writing as soon as they become aware of it. They must pay any extra premium **we** may need.

1623 Exclusion of subsidence cover

1. **Section A - (Buildings) We** will not cover loss or damage by Cause 7 - Subsidence or ground heave of the site on which the **buildings** stand, or landslip.
2. **Section B - (Contents) We** will not cover loss or damage by Cause 7 - Subsidence or ground heave of the site on which the **buildings** stand, or landslip.
3. **Section A - (Buildings) We** will not cover loss or damage by Cause 6 - Water escaping from a drain, water main or pipes which leads to subsidence or ground heave of the site on which the **buildings** stand, or landslip.
4. **Section B - (Contents) We** will not cover loss or damage by Cause 6 - Water escaping from a drain, water main or pipes which leads to subsidence or ground heave of the site on which the **buildings** stand, or landslip.

1639 Excluding storm or flood cover

Cover under Cause 3 (Storm and Flood) of Section A (**Buildings**) and Section B (**Contents**) is excluded.



We're here to help.

If **you** have questions,
phone **your Broker**.

For help with **claims**, ring **us** on
0818 7 365 24
(From outside ROI 003531 8583200)