

LET

Landlords Home
Insurance Policy

Republic of Ireland - 2022



Provided by

Plum
UNDERWRITING

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LET

Welcome

Thank **you** for choosing to insure **your home** with **Plum Underwriting**.

We are a specialist home insurance provider, established in 2002. **We** offer **our** products to **our** broker partners in the UK and Ireland and have built a strong reputation based on **our** excellent customer service and underwriting appetite.

We choose **our insurers** who cover the risks in the **policy** very carefully, based on their financial strength and service capabilities. The **insurer(s)** for **your policy** is as detailed on **your schedule**. **Our** claims service is designed to respond when **you** need it most – 24 hours a day, 7 days a week.

We are delighted to be given the opportunity to insure **your home** and can assure **you** that **we** will do all **we** can to keep **you** as a valued customer for many years ahead.

Your Policy

In return for payment of the premium shown on **your schedule**, we agree to insure **you**, subject to the terms and conditions contained in or endorsed on this **policy**, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown on **your schedule**.

It is essential that **you** read **your policy** very carefully.

Your policy sets out clearly what is and what is not covered and to assist **you**, any words or phrases with special meanings are shown in bold text and are defined under the 'Definitions – Words with Special Meanings' section of the **policy**.

The **policy** sections are:

1. **Buildings**
2. **Landlords Contents**
3. Accidents to **Domestic Employees**
4. Legal Liability to the Public
5. Landlords Legal Expenses

Your schedule details which sections are operative and which **insurer** is providing the cover under each section.

Upon request **Plum Underwriting** can provide Braille, audio or large print versions of the **policy** and the associated documentation. If requested **Plum Underwriting** can also provide a copy of the **policy** in the Irish language. If **you** require an alternative format **you** should contact **Plum Underwriting** through whom this **policy** was arranged.

The language of this insurance contract and all communications relating to it will be in English.

Renewal of Your Policy

We will write to **you** via **your broker or insurance intermediary** before the end of the **period of insurance** to either:

- (i) Offer **you** cover for the **next period of insurance** (a renewal).
- (ii) Confirm that cover will cease at the end of the current **period of insurance** (a lapse).

Please note that **your policy** will not renew unless we receive instructions from **you** via **your broker or insurance intermediary** on or before the expiry date of the **period of insurance** (renewal date). If we do not receive instructions to renew then **your** cover will cease from the expiry date shown in **your policy** schedule and **you** will have no cover from that date. It is **your** responsibility to ensure that **you** have arranged replacement cover to ensure that there are no breaks in cover.

Should **you** have any queries with **your** renewal quotation, or **you** wish to renew cover please speak to **your broker or insurance intermediary**.

Information You Have Given Us

In deciding to accept this **policy** and in setting the terms including premium we have relied on the information which **you** have provided to us. **You** must take care when answering any questions we ask by ensuring that any information provided is accurate and complete.

If we establish that **you** deliberately or recklessly provided us with untrue or misleading information we will have the right to:

- (a) treat this **policy** as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this **policy** as if it had never existed, refuse to pay all claims and return the premium **you** have paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- (ii) treat this **policy** as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this **policy**; or
- (2) give **you** notice that **we** will treat this **policy** and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this **policy**.

If this **policy** is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

Change in Circumstances

You must tell **us** within fourteen (14) days of **you** becoming aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **your policy** or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

Cooling Off and Cancellation

Cooling-Off Period

If, for any reason, **you** feel that this insurance is not right for **you**, **you** are entitled to cancel this insurance by notifying **us** through **your broker or insurance intermediary** in writing, by email or by telephone within 14 working days of either the date **you** receive **your policy** documentation or the start of the **period of insurance**, whichever is the later.

Should **you** choose to cancel **your policy** within the 'Cooling-Off Period', **we** will cancel **your policy** from:

- 1) the start of the **period of insurance** treating this **policy** as if it had never existed. **We** will refund any premium **you** have paid, provided that **you** have not made a claim, or
- 2) the date **you** have requested cancellation provided the date is within the 'Cooling-Off Period'. Any refund will be on a proportional basis providing the **period of insurance** has been claim free. If **you** have made a claim, **you** will not be eligible for a refund.

Any **policy** fees paid from the start of the **period of insurance** will be refunded to **you** and no **policy** fee will be charged for cancellation.

Your broker or insurance intermediary contact details are shown on **your schedule**.

Cancellation

1. Cancellation of **your policy** by **you**:

You may cancel this **policy** at anytime by notifying **us** through **your broker or insurance intermediary** in writing, by email or by telephone.

Your broker or insurance intermediary contact details are shown on **your schedule**.

2. Cancellation of **your policy** by **us**:

We may cancel this **policy** or any part of it if there are serious grounds to do so by giving **you** 30 days written notice through **your broker or insurance intermediary** detailing the reason for cancellation by recorded delivery to the correspondence address stated on **your schedule**.

We will detail the reason for the cancellation in our written notice to your broker or insurance intermediary.

Examples of where **we** would cancel **your policy** are as follows:

1. Where **Plum Underwriting** has been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker or insurance intermediary**.
If **you** pay **your** premium to **us** through a direct debit facility, **we** will allow 30 days for the premium to be brought up to date. If **you** fail to do so **we** will cancel from the date at which **you** have paid the relevant premium.
2. A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
3. Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
4. **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
5. If **you** have acted fraudulently in any way.
6. **You** have deliberately or falsely overstated information given to **us**.

3. Cancellation by us following a fraudulent claim:

If **you** make a fraudulent claim under this **policy** **we** will cancel **your policy** from the date of the fraudulent act and **we** will retain 100% of the premium.

4. Premium refund following cancellation of your policy:

In the event of cancellation by **you**, **your** premium refund will be calculated as follows:

If **you** cancel after the initial 14 day 'cooling off' period any refund will be on a proportional basis less the **policy** fee and always subject to the **period of insurance** being claim free.

If **you** have made a claim in the **period of insurance** being cancelled **we** will retain 100% of the premium and no refund will be due to **you**.

In the event of cancellation by **us**, **your** premium refund will be calculated as follows:

Any refund will be on a proportional basis and always subject to the **period of insurance** being claim free. If **you** have made a claim **you** will not be eligible for a refund and **you** must pay **us** any amount **you** still owe **us** for the full annual period for which **you** have been insured.

Policy Fees

Plum Underwriting apply fees to administer all policies. Full details regarding our **policy** fees can be found on **your schedule**.

Please note that should **you** choose to cancel **your policy** within the 'Cooling-Off Period', any **policy** fees paid from the start of the **period of insurance** will be refunded to **you** and no **policy** fee will be charged for cancellation. Please see the 'Cooling Off & Cancellation' section within the **policy** wording for full details.

Customer Service & Complaints Procedure

The **insurers**, **Plum Underwriting** and **your broker or insurance intermediary** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker or insurance intermediary** shown on **your schedule**.

Customer Complaints Procedure

In the event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown on **your schedule**.

Authorisation, Regulation & Compensation

Plum Underwriting

Crotty Insurance Brokers Ltd, a private company limited by shares, 6 Leopardstown Office Park, Burton Hall Avenue, Sandyford, Dublin 18, Ireland (Registration Number: 217756), trading as Plum Underwriting is regulated by the Central Bank of Ireland (Register number C4721)

Crotty Insurance Brokers Limited trading as Plum Underwriting, Registered Office 6 Leopardstown Office Park, Burton Hall Avenue, Sandyford, Dublin 18, Ireland (Registration Number: 217756) is regulated by the Central Bank of Ireland (Register number C4721) and authorised and subject to limited regulation by the UK Financial Conduct Authority.

Crotty Insurance Brokers Ltd is a subsidiary of Brown & Brown (Europe) Limited.

Your Insurers

The **insurers** for **your policy** are detailed on **your schedule** under the 'Insurers' section.

You can also visit the **Plum Underwriting** website which shows further detail at www.plum-underwriting.ie/about-us/republic-of-ireland-insurers/

Full details regarding who authorises and regulates the **insurers** are included on **your schedule** under the 'Authorisation, Regulation & Compensation' section.

All **insurers** follow the Central Bank of Ireland for the conduct of business rules in Ireland unless stated otherwise on **your schedule**.

Insurance Compensation Schemes

All **insurers** providing cover under this **policy** and **Plum Underwriting** are covered by the relevant compensation scheme. **You** may be entitled to compensation from the scheme if an **insurer** or **Plum Underwriting** is unable to meet its obligations to **you** under this contract.

Full details regarding which compensation scheme applies to whom are included on **your schedule** under the 'Authorisation, Regulation & Compensation' section.

Subscribing Insurers' Several Liability

Your policy or sections of **your policy** may be underwritten by more than one **insurer**. **Your schedule** confirms who the **insurer(s)** are for **your policy** or section of **your policy**.

Where there is more than one **insurer** noted, each **insurer** is solely responsible for their own percentage of **your policy** or section of **your policy**, they are not responsible for any other **insurer(s)** percentage of **your policy** or section of **your policy**.

The responsibility does not pass to any other **insurer** noted in the event that for whatever reason, another **insurer** does not satisfy all or part of its obligations under **your policy** or section of **your policy**.

This is standard procedure where more than one **insurer** is underwriting **your policy** or section of **your policy**. **You** can rest assured that **Plum Underwriting** chooses **insurer(s)** that are financially stable and professional ensuring that they will always meet their obligations in accordance with **your policy** or section of **your policy**.

You can also visit the **Plum Underwriting** website which shows further detail at www.plum-underwriting.ie/about-us/republic-of-ireland-insurers/

Laws Applying

Choice of Law and Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to the inception of this **policy**, this insurance shall be governed by the laws of Republic of Ireland and subject to the exclusive jurisdiction of the courts of Republic of Ireland.

Use of Personal Data

Plum Underwriting and the **insurer(s)** are committed to protecting **your** personal information. **Plum Underwriting** and the **insurer(s)** will use personal information about **you** fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in the Privacy Notice at www.plum-underwriting.ie/info/privacy-policy/ which specifies:

- the information that **Plum Underwriting** and the **insurer(s)** may collect on **you** and from whom;
- how and why this information will be used;
- how **Plum Underwriting** and the **insurer(s)** may share and disclose the information; and
- the retention of **your** data.

In some instances **Plum Underwriting** and the **insurer(s)** may need to seek **your** consent before processing such data. **Plum Underwriting** and the **insurer(s)** will always make it clear to **you** when and why **your** consent is being sought. A hard copy of the Privacy Notice is available on request.

You have a number of rights (including the right of access to see personal information about **you** that is held in **Plum Underwriting** and the **insurer(s)** records) and these are detailed in the Privacy Notice. If **you** have any questions or concerns relating to the Privacy Notice or **Plum Underwriting's** data protection practices, or to make a subject access request, please contact:

Plum Underwriting, Data Protection Officer, 40 Mespil Road, Dublin 4, D04 C2N4.

Insurance Act 1936

All monies which become or may become due under this **policy** shall in accordance with Section 93 be payable and paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

The appropriate Stamp Duty has been paid or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Government Charges

The First Premium herein includes any such charges.

Currency

It is understood and agreed that the currency of all premium, **sum insured**, payments and **excesses** shown in the **schedule** of this **policy** or any subsequent renewal notice or endorsement relating thereto shall be deemed to be the Euro.

How to Make a Claim

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section 'How to Make a Claim' on **your schedule** for the contact details.

When notifying a claim, please provide **your** name, **policy** number (shown on **your schedule**), the name of **your broker or insurance intermediary** and full details of the loss or damage.

There are a number of claims conditions that operate. Please refer to the 'Claims Conditions' section of this **policy** wording as well as the individual sections of cover which explains **your** duties in the event of a claim and how **we** deal with **your** claim.

Definitions - Words with Special Meanings

The following definitions apply to all sections of this **policy** unless otherwise stated. Additional definitions are shown in the sections to which they apply.

Accidental Damage

Sudden and unintentional physical damage that occurs unexpectedly and not through wear and tear, breakdown or malfunction.

Act of Terrorism

An act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Bodily Injury

Physical harm or damage to someone's body including death or disease.

Buildings

- the **home** and its decorations
- fixtures, fittings and fitted appliances attached to the **home**
- underground services, sewers, pipes, cables and drains which connect to the public mains.
- **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, fixed fuel tanks, septic tanks, lamp posts, wind turbines, solar panels, stairlifts and ornamental fountains and ponds **you** own or for which **you** are legally liable and within the **premises** named on **your schedule**.

Building Works

Any building work (structural and non-structural) over €30,000 (inclusive of VAT) in total.

Building work includes but is not limited to demolition, structural alteration, construction, renovation, refurbishment, structural repair or restoration

Computer Viruses

A set of corrupting, harmful or otherwise unauthorised instructions or code including any malware or a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network.

Credit Cards

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards which belong to **you**.

Domestic Employee(s)

Any person employed by **you** under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.

Electrically Assisted Pedal Cycles (EAPC)

An EAPC must have pedals that can be used to propel it.

It must show either:

- the power output
- the manufacturer of the motor

It must also show either:

- the battery's voltage
- the maximum speed of the bike

Its electric motor:

- must have a maximum power output of 250 watts
- should not be able to propel the bike when it's travelling more than 24.9kmh

An EAPC can have more than 2 wheels (for example, a tricycle).

Endorsement(s)

A change in the terms and conditions of this insurance that can extend or restrict cover.

Excess

The amount stated on **your schedule** or **endorsement(s)** which **you** will be responsible for paying in the event of each and every claim.

Flood

Water from any source external to a building, which enters a building:

- a) at or below ground level; or above ground level, provided part of the body of such water is at ground level; and
- b) does so with a volume, weight or force which is substantial and abnormal

whether resulting from **storm** or otherwise.

For the avoidance of doubt the following do not constitute a Flood:

- c) the gradual seepage or percolation of water into a building (such as rising damp); and
- d) water escaping from a water main, drain, sewer, pipe or other thing inside a building, unless such escape was solely the consequence of a flood falling in the above definition.

Heave

Upward movement of the ground beneath the foundations of the **buildings** as a result of the soil expanding.

Home

The private dwelling, the garages and outbuildings rented out by **you** at the **premises** shown on **your schedule**.

Landlords Contents

Household goods and personal property within the **home** which belong to or for which **you** are legally liable for.

Landlords Contents includes:

- furniture
- carpets, curtains and blinds
- domestic appliances
- televisions and other audio visual equipment
- **leaseholder's fixtures and fittings**
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- pictures, paintings and works of art up to 5% of the **landlords contents sum insured** but not more than €5,000 for any one claim.
- **landlords contents** in garages and outbuildings up to €500 in total per claim
- Property in the open but within the **premises** up to €500 in total per claim (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)

Landlords Contents do not include:

- property belonging to tenants
- motor vehicles (other than domestic gardening equipment), caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business purposes other than **landlords contents** used or held to furnish the **premises**.
- any property insured under any other insurance
- land or water
- stamp or coin collections
- **money and credit cards**
- bills of exchange, promissory notes, securities, deeds, registered bonds and other such documents
- stock and materials in trade, business books, plans, specifications, designs and computer records
- platinum, gold, silver, gold and silver plated articles, gemstones, jewellery, watches and furs
- clothing
- pedal cycles (including **electrically assisted pedal cycles**)
- guns
- home computers, laptops, tablets, gaming consoles and mobile phones
- casino chips

Landslip

Downward movement of sloping ground.

Leaseholder's Fixtures and Fittings

Alterations, fixtures and fittings, decorations and improvements which **you** or previous occupiers have made as leaseholder for which **you** are responsible for insuring and are not covered by the freeholder's or any other insurance.

Money

- current legal tender, cheques, postal and money orders
- postage stamps
- savings stamps, share certificates and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers, phone cards and gift vouchers
- electronic cash pre payment cards
- travel and seasonal travel tickets

held for any purpose

Period of Insurance

The length of time the insurance is in force as shown on **your schedule**.

Plum Underwriting

Crotty Insurance Brokers Ltd trading as Plum Underwriting.

Policy

- The **policy** wording (see the wording reference stated on **your schedule** which confirms which **policy** wording is applicable to **you**)
- **Your schedule**
- Any **endorsement(s)** shown on **your schedule**

Premises

The address which is named on **your schedule**.

Rebuilding Expenses

- Costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or rebuilding of the **buildings**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- Costs incurred to comply with government or local authority requirements provided that the **buildings** were originally constructed according to any government and local authority regulations at the time, and **you** received notice of the requirement after the damage giving rise to the claim occurred

Sanitary Ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Schedule

Your schedule is part of this insurance and contains details of the **insurers, you, your** statement of fact, the **premises, the sums insured, the excess, any endorsement(s), the period of insurance** and the sections of this insurance which apply.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

Storm

A period of violent weather which may incorporate:

- wind speeds of at least 48 knots (55mph) which are equivalent to Storm Force 10 on the Beaufort Scale.
- torrential rain, falling at a rate of at least 25mm per hour
- snow to a depth of at least one foot (30 centimetres) in 24 hours
- hail of such intensity that it causes damage to hardened surfaces or breaks glass

Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

Sum(s) Insured

The amounts shown against each section, limit and/or item on **your schedule** and/or in this **policy**.

Swimming Pools

Swimming pools which are permanently installed.

Unoccupied

The period of more than 14 consecutive days:

- between one tenant vacating the **home** and the next tenant moving into the **home**; or
- where the **home** has been permanently vacated whether the tenancy agreement has expired or not

We/Us/Our/Insurer(s)

Insurers as named on **your schedule**.

You/Your/Insured

The person, persons, organisation or company named on **your schedule** as the policyholder(s) and defined in the tenancy agreement as the Landlord.

If **you die** **your** personal representatives will be covered to pursue or defend cases, covered under section five (5) of this insurance, on **your** behalf that arose prior to or out of **your** death.

Your Broker or Insurance Intermediary

The person or persons who placed this insurance on **your** behalf.

General Conditions

The following general conditions apply to sections 1 to 4 of this **policy** unless otherwise stated below. Additional conditions are shown in the sections to which they apply.

If **you** fail to comply with any of the general conditions this insurance may become invalid, or affect the settlement of any claim under this **policy**.

1. Multiple Premises

Each **premises** included under this insurance is considered to be covered as if separately insured.

2. Safeguarding your Property

You must:

- safeguard **your** property at all times to prevent loss or damage
- maintain **your** property to a good state of repair
- take all steps to prevent accident or injury
- ensure that gas safety and electrical inspection checks are carried out as required by Law

3. Index Linking

Plum Underwriting will increase **your buildings** and **landlords contents sum(s) insured** at each renewal in accordance with the index **we** have set. Whilst the index will help to ensure that **your sum(s) insured** are adequate in line with increasing costs, it is dependent on the **sum(s) insured** disclosed to **us** at the start of **your policy** being correct. It is **your** responsibility to ensure **your sum(s) insured** are adequate at the start and at each renewal of **your policy**.

For **your** protection, if either index falls below zero **we** will not reduce the **sum(s) insured**. At renewal **your** premium will be calculated on the adjusted **sum(s) insured**.

4. Fraud Prevention (applies to all sections of this policy)

In order to protect the interests of **our** policyholders and to prevent and detect fraud, **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Gardai
- Check and/or file **your** details with fraud prevention agencies and databases
- Undertake credit searches and additional fraud searches.

If **you** provide false or inaccurate information and fraud is identified, details will be passed to the fraud prevention agencies and databases to prevent fraud and money laundering.

We can supply on written request to **us** details of the databases **we** access or contribute to.

5. Assignment (applies to all sections of this policy)

You cannot transfer **your** interest in this **policy** to anyone else without **our** written agreement.

6. Other Insurance (applies to all sections of this policy)

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any amount over which would have been covered under such other insurance had this insurance not been effected.

7. Sums Insured

You have an ongoing duty to ensure that **your sum insured** represents the full value of the property insured.

For **your buildings**, the full value is the cost of rebuilding by a professional third party contractor if **your buildings** were destroyed (this is not the same as the market value). It must be adequate to include **rebuilding expenses**.

Your sum insured for landlords contents must be the cost to replace as new.

If, at the time of any loss or damage, the **sum insured** is not enough **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

8. Fraudulent Claims (applies to all sections of this policy)

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement **we**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- (c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise our right under (c) above:

- (i) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **we** need not return any of the premium paid.

These remedies will not be available against any other entity insured under the **policy** that was not implicated in the fraud.

9. No Claim Discount

If **you** make a claim under **your policy** and **we** agree to offer **you** renewal terms, **we** will reduce **your** no claim discount at the renewal date of **your policy**.

If **you** do not make a claim under **your policy** and **we** agree to offer **you** renewal terms, **we** will increase **your** no claim discount at the renewal date of **your policy** until **you** reach a maximum of 5 years.

10. Inspection of the Premises whilst the Home is Tenanted

We will not pay any claim under this **policy** unless **you** or **your** adult representative inspect the **premises** internally and externally once every 6 months whilst the **home** is tenanted.

You or **your** adult representative must keep a record of the dates and times of all visits in a central inspection record which must be made available to **us** on request.

11. Condition of Property

You must ensure that **you** notify **us** as soon as practicably possible should **you** become aware that the condition of the **home** has deteriorated by any means and/or the **home** has been subject to unlawful access or attempted unlawful access of any kind.

12. When your Tenant Vacates the Home

We will not pay any claim under this **policy** unless **you** or **your** adult representative inspect the **premises** internally and externally, as soon as practicably possible after **your** tenant permanently vacates the **home**.

13. When the Home is Unoccupied

We will not pay any claim under this **policy** for loss or damage resulting from unauthorised entry into the **home**, when the **premises** are **unoccupied** unless **you** or **your** adult representative:

- inspects the **premises** internally and externally once every 30 days
- keep a record of the dates and times of all visits in a central inspection record
- provides **us** with a copy of the central inspection record when requested

Example of an inspection record:

Name	Date	Time	Observations/Actions
John Smith	17/12/2015	14:20	All rooms checked and found in good condition, left fully locked with alarm activated.

14. Inventory of the Home

You must ensure that **you** have an inventory of all of the **landlords contents** in the **home**, and a schedule detailing the condition of the property to avoid any misunderstandings or disputes at the end of each tenancy agreement.

15. House of Multiple Occupancy

If the **premises** are occupied by various tenants who each have their own tenancy agreement in place with **you**, **you** must contact the Local Authority to establish whether there are any additional licensing requirements which **you** must comply with.

16. Chimney Maintenance

If **your** chimney(s) and/or flue(s) have not been cleaned within the last 12 consecutive months prior to the commencement date of this **policy**, **we** will allow 30 days from the **policy** commencement date for **you** to carry this out.

If **you** do not comply with this condition, **we** will not pay any claim for loss or damage or liability resulting from fire due to chimney(s) and/or flue(s) not being cleaned as specified above.

17. Between Tenants

You must ensure that **you** notify **us** if the period between one tenant vacating the **home** and the next tenant moving into the **home** exceeds 60 consecutive days.

General Exclusions

The following general exclusions apply to all sections of this **policy**. Additional exclusions are shown in the sections to which they apply.

What is not covered:

1. Any loss or damage:
 - that is not associated with the incident that caused **you** to claim.
 - that commenced before cover starts.
 - caused by wilful acts by **you** or where any member of **your** family or household is concerned as principal or accessory or any of **your** employees'
 - or liability caused by deception other than by any person using deception to gain entry to **your home**
 - caused by or resulting from the **premises** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority
 - caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure

Wear & tear excluded under this policy include for example the following:

- Damp formed over a period of time
- Blocked or poorly maintained guttering
- Failure of a flat roof due to age
- Worn out carpets

Mechanical & electrical breakdown excluded under this policy include for example the following:

- Electrical failure of an electrical component in televisions or computers
 - Mechanical failure of a clock mechanism
2. Any loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature caused by or contributed to or by or arising from:
 - a) ionising radiations 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 assembly or nuclear components thereof.
 3. Any loss, damage, expense, or legal liability caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
 4. Any loss or destruction of or damage to any property, or any loss or expenses resulting or arising from, or any legal liability caused by or contributed to by or arising from the failure of any equipment to correctly recognise the date or change of date.
 5. Any loss or damage or liability occasioned by, happening through or resulting from:
 - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power
 - confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
 6. Any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from:
 - a) any legal liability of whatsoever nature; or
 - b) death or injury to any person, caused by or contributed to by or arising from biological or chemical contamination due to or arising from:
 - i) an **act of terrorism**; and/or
 - ii) steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived **act of terrorism**.

7. Any loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
8. Any benefit under this **policy** to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.
9. Any claim under this **policy** unless **you** transact **your** Republic of Ireland insurance business for this **policy** through a Republic of Ireland bank account in Euros for the payment of premium from and the payment of claims to **you**.
10. Loss or damage caused by or resulting from the presence of mica, pyrite or iron pyrite within the **buildings**.
11. Any loss, damage or liability caused as a result of the **premises** being used for illegal activities unless the rent is paid monthly by direct debit from an Irish bank account in the tenants name with proof of identity obtained by **you** or **your** letting agent.
12. **We** will not pay any claim for loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - i. the use of or inability to use any application, software, or programme;
 - ii. any **computer virus**;
 - iii. any computer related hoax relating to i and/or ii above.
13. **We** will not pay any claim for loss of or damage to any electronic data (for example files or images) wherever it is stored.
14. This insurance **policy** does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:
 - a) infectious or contagious disease;
 - b) any fear or threat of a) above; or
 - c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Building Works

If **you** intend to undertake any **building works** on any part of the **premises**, **you** must tell **your broker or insurance intermediary** about the work at least 30 days before the work starts and before **you** enter into any contract for the works.

You do not need to tell **your broker or insurance intermediary** if the work is for redecoration only.

When **we** are notified of the **building works**, **we** will tell **you** if this affects **your policy**. For example **we** may:

1. amend the terms of **your policy**
2. require **you** to pay more for **your policy**
3. cancel this **policy** in accordance with the Cancellation and Cooling-Off Provisions and offer **you** cover under a more suitable product with **Plum Underwriting**
4. cancel **your policy** in accordance with the Cancellation and Cooling-Off Provisions if the **building works** are too substantial for **us**.

If **you** do not inform **us** of the intended **building works** it may affect any claim **you** make or could result in **your** insurance being invalid.

If **we** agree to continue **your policy** while the **building works** are being carried out at the **premises**, **we** will not pay any claim:

1. for the **building works**. **You** should make sure **your** contractor(s)/builder(s) are insuring these under their own contract works insurance policy.
2. if the cause is confirmed as being related to the **building works**. **You** should make sure **your** contractor(s)/builder(s) are insuring these under their own contract works insurance policy.
3. for any loss, damage or liability arising out of the activities of contractors/builders that have been appointed to undertake **building works**. This should be covered under **your** contractor(s)/builder(s) public liability insurance policy.

Your policy will cover a valid claim that arises during the **building works** where the cause of the loss, damage or liability cannot be identified. However, **we** will not pay any claim arising from fire where the **building works** involve:

- a) a naked flame, an open heat source, operations producing sparks or a hot air stripper
- b) involve heating of asphalt, bitumen, tar or pitch

unless **you** can prove the requirements detailed under the 'Building Works Conditions' section below have been met.

Building Works Exclusions

If **we** agree to insure **you** while the **building works** are being carried out at the **premises**, the following additional exclusions apply to all sections of this **policy**, unless amended by **endorsement** shown on **your schedule**.

We will not pay any claim for loss, damage or liability:

1. for the **building works** that are being carried out at the **premises**
2. if the cause is confirmed as being related to the **building works**
3. whilst **building works** are being undertaken at the **premises** unless **your** contractor(s)/builder(s) have a minimum of €2,000,000 public liability insurance in place for the duration of the **building works**. It is **your** responsibility to ensure that **you** have evidence of **your** contractors'/builders' public liability insurance and in event of a claim **you** may be asked to provide this.
4. arising out of the activities of contractors/builders that have been appointed to undertake **building works** at the **premises**
5. resulting from theft or attempted theft from the **home** whilst **building works** are being undertaken at the **premises** other than as a result of violent and forcible entry or exit. This only applies if theft or attempted theft is not otherwise excluded.
6. resulting from fire where the cause cannot be identified unless **you** can prove the requirements detailed under the 'Building Works Conditions' section below have been met.

Building Works Conditions

If we agree to insure you while the **building works** are being carried out at the **premises**, the following additional conditions apply to all sections of this **policy**, unless amended by **endorsement** shown on **your schedule**.

*Please provide a copy of these conditions to **your contractor(s), Builder(s), Architect(s) and Project Manager(s)***

1. Heat Application Condition

The following conditions apply whenever there is application of heat involving a naked flame, an open heat source, operations producing sparks or a hot air stripper at the **premises**:

- a) all combustible material must be removed a safe distance from the area the work is being carried out. A safe distance must be at least fifteen metres when welding or cutting is taking place. Where such clearance is impracticable, combustible material must be covered by blankets or screens which are both non-combustible and which prevent the transfer of heat into surrounding items or structures.
Combustible parts of the **premises** must be protected in the same way, and
- b) at least one water (with a capacity of more than 8.2 litres), dry powder (with a weight of more than 1.2 kilograms) or other fire extinguisher of an equivalent rating or a type suitable for the combustible material at the **premises** is kept immediately adjacent to the area of work in full working order and available for immediate use, and
- c) equipment is lit for as short a time as possible before use and extinguished immediately after use, and
- d) equipment which is lit or switched on is not left unattended, and
- e) on every occasion that work with heat occurs, one hour after work has finished, a thorough examination for any sign of combustion must be made, in and around the work area with the appropriate findings recorded and signed off by an independent party. A hot works permit system is recommended for this purpose.

2. Asphalt, Bitumen and Tar Heaters Condition

The following conditions apply whenever there is work being carried out that involves heating of asphalt, bitumen, tar or pitch at the **premises**:

- a) the vessel used for heating asphalt, bitumen, tar or pitch must be attended at all times whilst the source of heat is lit and whilst in use, and
- b) a suitably sized spill tray is used which can hold the entire contents of the vessel, which is both non-combustible and which prevents the transfer of heat into surrounding items or structures.

Claims Conditions

The following claims conditions apply to sections 1 to 4 of this **policy**. Additional claims conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this may affect the settlement of any claim under sections 1 to 4 of this **policy**.

Please also refer to the individual **policy** sections for additional comment.

1. Your duties in the event of a claim – Things you need to do

a) Notifying us of a Claim

You must as soon as practicably possible provide details of the claim or possible claim, using the claims contact details as stated on **your schedule**.

b) Circumstances of the Claim

You must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.

c) Liability Claims

If a liability claim is made against **you**, **you** must forward to **us** as soon as is practically possible notice of the claim, including any letter, writ, summons or other legal document **you** receive

d) Notifying the Gardai or Other Relevant Authorities

You must, following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property:

- tell the Gardai as soon as practicably possible and, if required, any other relevant authorities
- obtain an incident report number (where issued), a property irregularity or other appropriate report.

e) Our Representatives

You must co-operate fully with **us** and **our** authorised representatives including loss adjusters and other experts that **we** have appointed at all times.

f) Other Information and Assistance

You must as soon as practicably possible provide any information and assistance **we** may require.

g) Your Authority

You must not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

h) Your Duty of Care

You must take all care to limit any loss, damage or injury.

i) Evidence & Value

Where **we** request **you** must provide **us** with evidence of value or age (or both) for items involved in your claim.

j) Your Property

Your property shall remain **yours** at all times. **We** will only take ownership of or accept liability for **your** property if **we** have agreed with **you** in writing to do so.

k) Tenancy Agreement

You must provide **us** with a copy of the tenancy agreement and proof of the tenants deposit held on request.

If **you** fail to comply with any of the points detailed in '1. Your duties in the event of a claim – Things you need to do' shown above this insurance may become invalid.

2. How we deal with your claim

a) Payment of Claims

Subject to **you** complying with '1. Your duties in the event of a claim – Things you need to do' as detailed above, **we** will ensure that **we** will pay sums due to **you** for any valid claim allowing time for investigation and assessment of the claim.

b) Defence of Claims

We have the right to:

- take full responsibility for conducting, defending or settling any claim in **your** name
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

c) Joint Insureds

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you** the total amount **we** will pay will not exceed the amount **we** will be liable to pay any one of **you**.

d) Our Rights

After a claim **we** have the right to:

- take over and conduct in **your** name, the defence or settlement of any claim
- prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this insurance
- inspect any damaged property should **we** wish to do so.

e) Excess

In respect of a single event, if **your** claim is for loss or damage under more than one section of **your** **policy**, **we** will only deduct one **excess** rather than deduct an **excess** per section.

The **excess** deducted will be the highest **excess** of the sections **you** are claiming under.

Section 1 – Buildings – Standard Cover

The following cover applies only if **your schedule** shows that it is included.

We will not pay more than the sum insured less the excess for each premises shown on your schedule.

What is covered

This insurance covers the **buildings** for physical loss or damage caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. **storm, flood** or weight of snow
4. escape of water from or frost damage to fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation

What is not covered

We will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every 30 day inspection of the **premises** while the **home** is **unoccupied**.
- a) for loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 in Section 1 – Buildings – Standard Cover.
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, gates and fences, septic tanks, lamp posts, wind turbines, solar panels and ornamental fountains and ponds.
- a) for loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 in Section 1 – Buildings – Standard Cover.
- b) for loss or damage to domestic fixed fuel-oil tanks, **swimming pools**, hot tubs and ornamental fountains or ponds.
- c) for loss or damage while the **home** is **unoccupied**.
- d) for loss or damage due to the failure or lack of grouting or sealant.
- a) for loss or damage while the **home** is **unoccupied**.
- b) any loss or damage caused by escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement

This insurance covers the **buildings** for physical loss or damage caused by

6. theft or attempted theft

7. collision by any vehicle or animal

8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously. This would include any malicious damage by **your** tenant(s).

9. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**

10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts

11. falling trees, telegraph poles or lamp-posts

We will not pay

a) for loss or damage while the **home** is **unoccupied**.
 b) for loss or damage resulting from theft or attempted theft from the **home** unless as a result of violent and/or forcible entry or exit other than any loss or damage which is covered under additional cover M – Theft or attempted theft by Tenant(s).

a) for loss or damage while the **home** is **unoccupied**.

a) for loss or damage to **swimming pools**, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time.
 b) for loss or damage caused by **settlement**.
 c) for loss or damage caused by riverbank or coastal erosion.
 d) for loss or damage arising from defective materials or faulty workmanship.
 e) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.

a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts.

a) for loss or damage caused by trees being cut down or cut back within the **premises**.
 b) for loss or damage to gates and fences.
 c) for removing any part of the tree that is still below the ground.
 d) for restoring the site.

Section 1 – Buildings – Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

The limits shown under the following additional covers are in addition to the **sums insured** shown on **your schedule**.

What is covered

This section of the insurance also covers

A – Accidental Damage to Fixtures & Fittings

We will pay for **accidental damage** to:

- fixed glass and double glazing (including the cost of replacing frames)
- solar panels
- **sanitary ware**
- ceramic hobs

all forming part of the **buildings**.

B – Accidental Damage to Services

We will pay for **accidental damage** to:

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which **you** are legally responsible for and which provide services to or from the **home**.

C – Loss of Rent/Alternative Accommodation

- The rent **you** would have received but are unable to recover while the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover;
or
- The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **your** tenants and **your** tenants pets and horses as the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover

What is not covered

We will not pay

- for loss or damage while the **home** is **unoccupied**.

- for loss or damage while the **home** is **unoccupied**.

- any amount over 25% of the **sum insured** for the **buildings** damaged or destroyed.
- any loss of rent or alternative accommodation payable after the property is reinstated and ready for habitation.
- any costs incurred without **our** agreement to pay.
- any costs recoverable elsewhere.
- more than 24 months for this additional cover.
- any loss of rent at the same time as paying the cost of alternative accommodation
- any alternative accommodation at the same time as paying loss of rent.

This section of the insurance also covers

D – Professional Fees & Expenses

Expenses **you** have to pay and which **we** have agreed in writing for:

- architects', surveyors', consulting engineers' and legal fees
- the cost of removing debris and making safe the **buildings**
- costs **you** have to pay in order to comply with any government or local authority requirements

following loss or damage to the **buildings** which is covered under section 1.

E – Loss of Metered Water

Increased domestic metered water charges **you** have to pay following an escape of water which is covered under the event insured under number 4 in Section 1 – Buildings – Standard Cover.

F – Sale of **your** Premises

Anyone buying the **premises** will be entitled to the benefit of Section 1 for the period from exchange of contracts until completion of the sale or expiry of the insurance whichever is the sooner.

G – Trace & Access

The costs incurred to find the source of escape of:

- water, oil or gas (including LPG) from any domestic water or heating installation within the **home** including subsequent repairs to walls, floors and ceilings
- water from underground service pipes, cables, sewers and drains for which **you** are legally responsible outside the **home** but at the address shown on **your schedule**.

H – Squatters

The cost of alternative accommodation for **your** tenants and **your** tenants pets and horses while **your home** is occupied by squatters.

We will not pay

- a) any expenses for preparing a claim or an estimate of loss or damage.
- b) any costs if government or local authority requirements have been served on **you** before the loss or damage.

- a) more than €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total.
- b) for loss of metered water whilst the **home** is **unoccupied**.

- a) if the **buildings** are more specifically insured under any other insurance.
- b) any claim under any other additional covers of this **policy**.

- a) more than €7,500 in any **period of insurance**.
- b) any costs incurred whilst the **home** is **unoccupied**.
- c) costs incurred if the escape of water, oil or gas (including LPG) commenced before cover starts.

- a) more than €5,000 any one claim.

This section of the insurance also covers

I – Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover

J – Damage by Emergency Services

The cost of restoring any loss or damage caused to landscaped gardens by the Emergency Services in attending the **premises** due to loss or damage which is covered under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

K – Replacement Locks

Costs **you** have to pay for replacing & installing locks and keys to safes, alarms, external doors and windows of the **home** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person.

L – Unauthorised Use of Electricity Gas or Water

The costs of metered electricity, gas (including LPG) or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **home** without **your** consent.

M – Theft or attempted theft by Tenant(s)

We will pay for theft or attempted theft by **your** tenant(s).

N – Loss of Oil

Loss of domestic oil from fixed fuel oil tanks.

We will not pay

- a) any amount over 10% of the **sum insured** for the **buildings** damaged or destroyed.
 - b) any ground rent payable after the property is reinstated and ready for habitation.
 - c) any costs incurred without **our** agreement to pay.
 - d) any costs recoverable elsewhere.
 - e) more than 24 months for this additional cover.
-
- a) more than €2,500 any one claim.
-
- a) any amount over €5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €5,000 in total.
-
- a) more than €5,000 any one claim.
 - b) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had been made aware of the unauthorised use.
-
- a) if **you** do not inspect the **premises** in accordance with General Condition 10 shown on page 12.
 - b) more than €10,000 any one claim.
 - c) any amount recoverable from **your** tenants deposit.
-
- a) more than €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total.
 - b) for loss of oil whilst **your home** is **unoccupied**.
 - c) any loss of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.

This section of the insurance also covers

O – Emergency Entries

Damage to the **buildings** caused when the fire service, the Gardai or the ambulance service have to make a forced entry because of an emergency to **your** tenant staying at **your home**.

P – Garden, Plants & Shrubs

Damage to **your** garden caused by fire, lightning, explosion, impact by any aircraft or other aerial devices, impact by rail or road vehicles or anything dropped from an aircraft, theft, vandalism and malicious damage.

Q – Landlords Contents

Loss or damage to **landlords contents** following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

R – Common Parts

Loss or damage to **landlords contents** of Common Parts of the **premises** to which all tenants have access following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

S – Security Expenses

Costs incurred by **you** to:

- refill fire extinguisher appliances
- replace used sprinkler heads
- reset fire, intruder alarms and closed circuit television equipment

following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 - Buildings – Standard Cover.

T – Removal of Nests

Costs incurred by **you** to remove bees, wasps and hornets nests from the **premises**.

U – Illegal Depositing of Waste

The removal of illegally deposited waste from **your premises** to a licensed waste management site.

Reinstating any damage caused by the illegal dumping of waste at **your premises**.

V – Fire Brigade Charges

Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** in circumstances which have given rise to a valid claim under this **policy**.

We will not pay

a) more than €5,000 any one claim.

a) more than €2,500 any one claim.

b) more than €500 for any one plant, tree or shrub.

c) any costs relating to any undamaged part of the garden.

d) for any plants grown on a commercial basis.

a) more than €5,000 any one claim.

a) more than €1,000 in any **period of insurance**.

a) more than €5,000 any one claim.

a) more than €1,000 any one claim.

a) more than €1,000 any one claim.

a) more than €2,000 any one claim.

Section 1 – Buildings – Accidental Damage

The following applies only if the **schedule** shows that **accidental damage** to the **buildings** is included.

What is covered

This extension covers **accidental damage** to the **buildings**

What is not covered

We will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section 1.
- b) for the **buildings** moving, settling, collapsing or cracking.
- c) for the cost of maintenance and routine decoration.
- d) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- e) for damage to **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, septic tanks, lamp posts, ornamental fountains and ponds and fuel tanks.
- f) for any damage caused by or contributed to by or arising from any kind of pollution and/ or contamination.
- g) for damage caused by chewing, tearing, scratching, fouling, urinating or vomiting by **your** or **your** tenants pets.

Section 1 - Buildings - Conditions that Apply to this Section Only

How we deal with your claim

1. If **your** claim for loss or damage is covered under section 1, **we** will at **our** option pay the costs of repairing or rebuilding as long as:
 - the **buildings** were in a good state of repair prior to the loss or damage and
 - the **sum insured** is enough to pay for the full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstated.
2. **We** will pay up to 50% of the cost of replacing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function but no more than the **buildings sum insured** shown on **your schedule**.

Your sum insured

If, at the time of any loss or damage, the **buildings sum insured** is not enough to reconstruct **your buildings** **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

Limit of insurance

We will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

Section 2 – Landlords Contents – Standard Cover

The following cover applies only if **your schedule** shows that it is included.

We will not pay more than the sum insured less the excess for each premises shown on your schedule.

What is covered

This insurance covers the **landlords contents** for physical loss or damage caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. **storm, flood** or weight of snow
4. escape of water from fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously. This would include any malicious damage by **your tenant(s)**.

What is not covered

We will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every 30 day inspection of the **premises** while the **home** is **unoccupied**.
- a) for property in the open.
- a) for loss or damage while the **home** is **unoccupied**.
- b) for loss or damage due to the failure or lack of grouting or sealant.
- a) for loss or damage while the **home** is **unoccupied**.
- b) any loss or damage caused by escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.
- a) for loss or damage while the **home** is **unoccupied**.
- b) for loss or damage resulting from theft or attempted theft from the **home** unless as a result of violent and forcible entry or exit other than any loss or damage which is covered under additional cover E – Theft or attempted theft by Tenant(s).
- a) for loss or damage while the **home** is **unoccupied**.

This insurance covers the **landlords contents** for physical loss or damage caused by

9. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**

10. falling trees, telegraph poles or lamp-posts

We will not pay

- a) for loss or damage caused by **settlement**.
- b) for loss or damage caused by riverbank or coastal erosion.
- c) for loss or damage arising from defective materials or faulty workmanship.
- d) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.
- a) for loss or damage caused by trees being cut down or cut back within the **premises**.

Section 2 – Landlords Contents - Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

The limits shown under the following additional covers are in addition to the **sums insured** shown on **your schedule**.

What is covered

This section of the insurance also covers

A – Accidental Damage to Electronic Equipment

We will pay for accidental damage to televisions and other audio and visual equipment all situated within the **home** and which belong to **you** as landlord.

B – Alternative Accommodation

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **your** tenants and **your** tenants pets and horses as the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Landlords Contents – Standard Cover

C – Loss of Oil

Loss of domestic oil from fixed fuel oil tanks

What is not covered

We will not pay

- a) for damage or deterioration caused in the process of repair, renovation, or dismantling.
- b) for damage to tapes, records, cassettes, discs, memory sticks or computer software.
- c) any amount recoverable from **your** tenant's deposit.
- d) for mechanical or electrical faults or breakdown.
- a) any amount over 25% of the **landlords contents sum insured**.
- b) any alternative accommodation payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 24 months for this additional cover.
- f) any alternative accommodation at the same time as paying loss of rent.
- a) more than €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total.
- b) for loss of oil whilst the **home** is **unoccupied**.

This section of the insurance also covers

C – Loss of Oil (continued)

Loss of domestic oil from fixed fuel oil tanks

D – Common Parts

Loss or damage to **landlords contents** of Common Parts of the **premises** to which all tenants have access following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Landlords Contents – Standard Cover

E – Theft or attempted theft by Tenant(s)

We will pay for theft or attempted theft by your tenant(s).

F – Loss of Metered Water

Increased domestic metered water charges **you** have to pay following an escape of water which is covered under the event insured under number 4 in Section 2 – Landlords Contents – Standard Cover.

G – Replacement Locks

Costs **you** have to pay as leaseholder for replacing & installing locks and keys to safes, alarms, external doors and windows of the **home** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person.

H – Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Landlords Contents – Standard Cover.

I – Fire Brigade Charges

Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** in circumstances which have given rise to a valid claim under this **policy**.

We will not pay

- c) any loss of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement
- a) more than €1,000 in any **period of insurance**.
- a) if **you** do not inspect the **premises** in accordance with General Condition 10 shown on page 12.
- b) more than €10,000 any one claim.
- c) any amount recoverable from **your** tenants deposit.
- a) more than €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total.
- b) for loss of metered water whilst **your home** is **unoccupied**.
- a) any amount over €5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €5,000 in total.
- a) any amount over 10% of the **landlords contents sum insured**.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 24 months for this additional cover.
- a) more than €2,000 any one claim.

Section 2 – Landlords Contents – Accidental Damage

The following applies only if the **schedule** shows that **accidental damage** to the **landlords contents** is included.

What is covered

This extension covers **accidental damage** to the **landlords contents** within **your premises**.

What is not covered

We will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section 2.
- b) for damage or deterioration of any article caused by dyeing, repair, renovation or whilst being worked upon.
- c) for damage caused by chewing, tearing, scratching, fouling, urinating or vomiting by **your** or **your** tenants pets.
- d) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- e) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.
- f) for any loss or damage to pictures, paintings and works of art.

Section 2 – Landlords Contents – Conditions that Apply to this Section Only

How we deal with your claim

1. If **you** claim for loss or damage to the **landlords contents** we will at **our** option repair, replace or pay for any article covered under section 2.
For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
 - the new article is as close as possible to but not an improvement on the original article when it was new; and
 - **you** have paid or **we** have authorised the cost of replacement.
2. **We** will pay up to 50% of the cost of replacing any undamaged parts of the **landlords contents** which form part of a pair, set, suite or part of a common design or function but no more than the **landlords contents sum insured** shown on **your schedule**.

Your sum insured

If, at the time of any loss or damage, the **landlords contents sum insured** is not enough to replace the entire **landlords contents** of **your home** as new, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your landlords contents** insurance is equal to 75% of what **your** premium would have been if **your landlords contents sum insured** was enough to replace the entire **landlords contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.

Limit of insurance

We will not pay any more than the **sum insured** for the **landlords contents** less the **excess** of each **premises** shown on **your schedule**.

Section 3 – Accidents to Domestic Employees

This section applies only if the **landlords contents** are insured under Section 2.

What is covered

We will pay you

for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your domestic employee(s)** employed in connection with the **premises** shown on **your schedule**

What is not covered

We will not pay you for **bodily injury** arising

- a) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**.
- b) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment).

Limit of insurance

We will not pay more than the limit shown on **your schedule** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section 4 – Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under section 1 or the **landlords contents** are insured under section 2 of this insurance.

What is covered

We will pay **you** as owner for any amounts **you** become legally liable to pay as damages for:

- i) • **bodily injury**
 - damage to property

caused by an accident happening at the **premises** during the **period of insurance**.

What is not covered

We will not pay **you** for any liability

- a) for **bodily injury** to:
 - **you**
 - any member of **your** immediate family that lives with **you** at **your main home**.
 - any person who at the time of sustaining such injury is employed by **you**
- b) for **bodily injury** arising from any infectious disease, virus or syndrome, including, for example, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused.
- c) arising out of any criminal or violent act to another person or property.
- d) for damage to property owned by or in the charge or control of
 - **you**
 - any member of **your** immediate family that lives with **you** at **your main home**.
 - any person employed by **you**.
- e) arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than using the **premises** for the business purposes of residential letting.
- f) which **you** have assumed under contract and which would not otherwise have attached.
- g) arising out of **your** ownership, possession or use of:
 - i) any motorised or horsedrawn vehicle other than domestic gardening equipment used within the **premises**
 - ii) any power-operated lift (other than domestic stairlifts)
 - iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
 - iv) any animal other than cats, horses or dogs which are not designated as dangerous under the Control of Dogs Act 1986 and the Control of Dogs (Amendment) Act 1992.
 - v) for ownership, possession, use or control of horses not in accordance with the Local Authority Bye-Laws made under the Control of Horses Act 1996 or amendment thereto.

We will not pay you for any liability

- h) if **you** are entitled to payment under any other insurance until such insurance is exhausted.
- i) in respect of any kind of pollution and/or contamination other than:
 - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named on **your schedule**; and
 - reported to **us** as soon as practicably possible, but not later than 30 days from the end of the **period of insurance**;
in which case all such pollution and/or contamination arising out of such accident shall be treated as having happened at the time of such accident.
- j) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.
- k) arising as a result of escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.
- l) arising out of **your** ownership, possession or use of any vehicle where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.

Limit of insurance

We will not pay more than the limit shown on **your schedule** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section 5 – Landlords Legal Expenses

This section applies only if **your schedule** shows that it is included.

Legal Helpline

You can use the helpline service to discuss any legal problem occurring within the Republic of Ireland, and arising during the period of this policy.

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.

Please refer to the section 'How to Make a Claim' in **your policy schedule** for the contact details.

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

How much we will pay

Your schedule shows the provider and **insurer** of this section.

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 representatives' fees unless court proceedings are issued or a conflict of interest arises.

Claims must be reported to **us** within 180 days of the **insured event** other than in relation to Tenancy Eviction and Pursuit of Rent Arrears where claims must be submitted within 45 days of the **insured event**. Notification will only be deemed to have been made upon receipt by **us** of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

The insurance covers **advisers' costs**, up to the **maximum amount payable** where:

- a) The **insured event** takes place in the **period of insurance** and within the **territorial limits**
- b) The **legal action** takes place within the **territorial limits**.

Section 5 – Landlords Legal Expenses – Additional Definitions - Words with Special Meanings

The following additional definitions apply to this section of the **policy** only. Where the following words appear in bold they have these special meanings:

Act

The Residential Tenancies Acts 2004 to 2006 or amendments thereof.

Adviser

Our panel solicitor, their agents, or other appropriately qualified person, firm or company appointed by **us** to act for **you**.

Advisers' Costs

Reasonable legal fees incurred by the **adviser** up to the hourly rate shown in **our** fee scale ruling at the time the **adviser** is instructed and disbursements essential to **your** case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against **you** and paid on the standard basis of assessment.

Data Protection Legislation

The relevant **data protection legislation** in force in the **territorial limits** where this cover applies at the time of the **insured event**.

Deposit

The sum of money collected from the **tenant** in accordance the **Act** in respect of a **tenancy agreement** to which it applies and held by **you** or **your** agent as an indemnity for losses incurred by **you** arising from the **tenant** failing to perform his obligations set out in the **tenancy agreement**. A minimum amount equal to one month's **rent** must be retained as the **deposit**.

Dilapidations Inventory

A full and detailed inventory of **landlord contents** and their condition within the **home** which has been signed by the **tenant**.

Excess

The amount that **you** are required to pay towards any claim.

Guarantor

The individual or organisation assigned to the **tenancy agreement** that has received a **tenant reference** and provided a financial guarantee of the **tenant's** performance of his obligations under the **tenancy agreement**.

Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

For the purposes of the **maximum amount payable**, only one **insured event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Legal Action

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.

Maximum Amount Payable

The maximum payable in respect of an **insured event** as shown in **your schedule**.

PRTB

The Private Residential Tenancies Board

Rent

The monthly amount payable by the **tenant** to **you** as set out in the **tenancy agreement**.

Tenancy Agreement

A **tenancy agreement** between **you** and the **tenant** in relation to the **home** which falls within the scope of the **Act** and which had been registered with the **PRTB** and which is:-

- a) Appropriate for the tenancy; and
- b) Where relevant, signed and independently witnessed by **you**, the **tenant(s)** and if required as a condition of the **tenant reference**, the **guarantor**; and
- c) Free from any unreasonably restrictive covenants

The **tenancy agreement** must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.

Tenant

The occupier of the **home** named in the **tenancy agreement** as the **tenant** who has received a **tenant reference** confirming that he/she can, solely or jointly with another **tenant** or other **tenants**, afford to cover the cost of the **rent** in full.

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.

Tenancy Period

The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or **tenant** prior to any breach of the terms of the **tenancy agreement** by the **tenant**, in which case the **tenancy period** will end at expiry of such notice.

Territorial Limits

The Republic of Ireland.

We/us/our

MIS Underwriting Limited.

Section 5 – Landlords Legal Expenses – Cover

The following cover automatically applies unless **your schedule** shows otherwise.

What is covered

1. Tenancy Eviction & Pursuit of Rent Arrears

You are covered for **advisers' costs** to pursue:

- a) **Legal action** against a **tenant** or **guarantor** to recover possession of the **home** where the **tenant** is in breach of Section 16 or Section 78 (j) of the **Act** relating to the rightful occupation of the **home**.
- b) A **tenant** or **guarantor** for **rent** arrears owed on a tenancy relating to the **home** once possession has been gained.

What is not covered

Claims:

- a) where **you** fail to provide evidence that **you** successfully completed a **tenant reference** on the **tenant** (and **guarantor** if required) prior to the start of the **tenancy agreement** or where the **tenancy agreement** started more than 31 days after the **tenant reference**.
- b) arising from or connected to **your** performance of **your** obligations under the **tenancy agreement**, or where there are insufficient prospects of success in the **legal action** due to the terms of the **tenancy agreement** being unenforceable
- c) arising from dilapidations unless the missing or damaged items were contained within a **dilapidations inventory**.
- d) where the **home** is not solely residential.
- e) where the **tenant** is not aged 18 years or over.
- f) where **you** have allowed the **tenant** into possession of the **home** before the **tenancy agreement** has been signed by all parties, a **tenant reference** has been obtained, the first month's **rent** and the **deposit** have been received in cash or cleared funds and the **dilapidations inventory** has been signed by the **tenant**.
- g) 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 (2)B of the Housing Rent Books Regulations 1993 (SI146/1993) or any amendment thereof, or allowed the **tenancy agreement** to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with.
- h) if **you** or **your** agent gave any false or misleading information when **you** applied for the **tenant reference**.
- i) where the **tenant** received a **tenant reference** subject to a **guarantor** and the **guarantor** was not correctly assigned to the **tenancy agreement**.
- j) where **you** are in breach of any rules, regulations or legislation relating to the **deposit**.

What is covered

2. Property Infringement

Legal action for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **home**.

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

3. Criminal Prosecution

You are covered for **advisers' costs** to defend **legal action** brought against **you** as a result of a prosecution in a court of criminal jurisdiction where **you** are charged for committing a criminal offence directly and solely arising from **your** ownership of the **home**.

You must take all reasonable steps to comply with the Regulations and keep evidence of compliance.

What is not covered

Claims:

- k) in relation to dilapidations by the **tenant** to the **home** or it's contents where **you** have a policy of insurance that covers the dilapidations.
 - l) relating to any occupant of the **home** over the age of 18, other than the **tenant**.
 - m) 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 **home** as promptly as possible.
 - n) where **you** are in breach of any aspect of the **Act**
 - o) relating to cases brought to the **PRTB** by the **tenant** against **you**
 - p) where **you** have issued an invalid termination notice
-
- a) arising from a dispute relating to a **tenancy agreement** or any other lease or licence to occupy property or land.

 - a) arising from something **you** have done, knowing it to be wrongful or ignoring that possibility.

Section 5 - Landlords Legal Expenses – Exclusions

1. There is no cover:
 - where the **insured event** occurs within the first 90 days of the **period of insurance** where the **tenancy agreement** commenced before the **period of insurance** unless **you** had continuous previous insurance
 - where **your** act, omission or delay prejudices **your** or the **insurers** position in connection with the **legal action** or prolongs the length of the claim
 - arising from a dispute between **you** and **your** agent or mortgage lender
 - where the **insured event** began to occur or had occurred before **you** purchased this insurance
 - where **you** should have realised when purchasing or renewing this insurance that a claim under this insurance might occur
 - **your** act or omission prejudices **your** or the **insurers'** position in connection with the proceedings
 - where **you** have breached a condition of this insurance
 - where **advisers' costs** have not been agreed in advance or are above those for which **we** have given our prior written approval
 - for any claim which is not submitted to **us** within 180 days of the **insured event** occurring other than in relation to sections of cover Tenancy Eviction & Pursuit of Rent Arrears where claims must be submitted within 45 days of the **insured event**
 - 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 expenses insurance cover
 - for claims made by or against **Plum Underwriting**, the **insurers**, the **adviser** or MIS Underwriting Limited.
 - for appeals without the prior written consent of **us**
 - 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**
 - where a reasonable estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute
2. There is no cover for any claim arising from:
 - 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 of **yours** other than in relation to **your** activities as a Landlord
 - a dispute between persons insured under this **policy**
 - an application for Judicial Review
 - a novel point of law
 - any disputes relating to a rent review referred to the **PRTB**

Section 5 – Landlords Legal Expenses – Conditions

1. Claims

- a) **You** must report claims as soon as possible regarding any of the **insured event** other than in relation to sections of cover Tenancy Eviction & Pursuit of Rent Arrears where claims must be submitted within 45 days of the **insured event**, by completing and submitting the claim form with all relevant information.
- b) If **rent** is overdue the **tenant** and any **guarantor** must be contacted within seven days to establish the reason for the default. If the **rent** is not paid within a further seven days the **tenant** and any **guarantor** must be contacted again. If the **tenant/guarantor** cannot be contacted, 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 **home**. **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 **home** 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 **home**.
- e) **You** and/or **your** agent must attend any court hearing in relation to an **insured event** if requested to do so by **us** or the **adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.
- f) **We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the **legal action**.
- g) **We**, on behalf of **insurers** have the right under subrogation to pursue **legal action** against the **tenant** or any **guarantor** to recover **rent** and **advisers' costs**.
- h) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are required and **you** wish to nominate an alternative **adviser** to act for **you**, **you** may do so. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request
- i) The **adviser** will:-
 - i. provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii. keep **us** fully advised of all developments and provide such information as **we** may require.
 - iii. keep **us** regularly advised of **advisers' costs** incurred.
 - iv. advise **us** of any offers to settle and payments in to court. If contrary to **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed.
 - v. submit bills for assessment or certification by the appropriate body if requested by **us**.
 - vi. attempt recovery of costs from third parties.
- j) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.
- k) **Insurers** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- l) **You** shall supply all information requested by the **adviser** and **us**.
- m) **You** are liable for any **advisers' costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs already paid by **us** will be reimbursed by **you**.
- n) Any monies recovered from the **tenant** or **guarantor** will be retained by **us** to pay for any **advisers' costs** or **rent** that has been paid by **insurers** under this insurance.

2. Disputes

If a complaint cannot be dealt with by the Financial Services and Pensions Ombudsman (see the complaints procedure shown on **your** schedule), any dispute between **you** and **us** may, where **we** both agree, be referred to an arbitrator who will be either a solicitor or a barrister.

If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

3. Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome.

A positive outcome includes, but is not limited to:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **your** interests.

The assessment of **your** claim and the prospects of its success will be carried out by an independent legal **adviser**. If the **adviser** forms the view that there is not more than a 50% chance of winning the case and achieving a positive outcome, then **we** may decline or discontinue support for **your** case.

4. Cancellation

This cover is provided automatically as part of **your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **your** main insurance contract please see the 'Cooling Off and Cancellation' section at the beginning of this policy wording.

5. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

6. Irish Law and Language

This contract is governed by Irish Law and the language for contractual terms and communication will be English.

7. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **we** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **we** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

8. Privity of Contract

Subject to the extent that section 62 of the Civil Liability Act 1961 applies, a person who is not a party to this contract has no rights under it to enforce any term of this contract.

Section 5 – Landlords Legal Expenses – Claims Procedure

How to make a claim

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section 'How to Make a Claim' in **your policy schedule** for the contact details.

Claims must be notified to the Claims Line within 180 days of the **insured event** other in relation to sections of cover Tenancy Eviction .& Pursuit of Rent Arrears where claims must be submitted within 45 days of the **insured event**.

Failure to notify the claim within this time will invalidate the insurance cover.

A claim form will be sent out by e-mail, fax or post within 24-hours. The claim form is required to be completed and returned along with supporting documentation within five days of it being received. To maintain an accurate record, **your** telephone call may be recorded.

Contact forms can also be obtained from www.misunderwriting.com

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** may 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.

What happens next:

The claim will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the **tenant** and any **guarantor**. If the Enquiry Agent is unable to reach an agreement with the **tenant/ guarantor** to remedy his failure to perform his obligations under the **tenancy agreement**, **our** panel solicitors or their agents will be appointed to act for **you**.

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

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

Section 5 – Landlords Legal Expenses – Customer Services

Our aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right promptly. If **you** are unhappy with the service that has been provided **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within 20 working days **you** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within 40 working days **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After 40 working days, if **you** are not satisfied with the delay **you** may refer **your** complaint to the Financial Services and Pensions Ombudsman. **You** can also refer to the Financial Services and Pensions Ombudsman if **you** cannot settle **your** complaint with **us** or before **we** have investigated the complaint if both parties agree. For details and eligibility on the Financial Services and Pensions Ombudsman, see <http://www.fspo.ie>

Please see the Complaints Procedure shown on **your** schedule for full details on how to proceed.

Privacy and Data Protection Notice

1. Who We Are

In this notice, '**we**', '**us**' and '**our**' refers to MIS Underwriting Limited. For full information concerning MIS Underwriting Limited please visit www.misunderwriting.com. **We** may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

2. Our Approach to Privacy

The privacy and security of **your** personal information is very important to **us**. **We** protect **your** information with security measures under the laws that apply. **We** keep our computers, files and buildings secure.

3. The Information You Provide MIS Underwriting Limited

We may receive personal information about **you**, when **you** contact MIS Underwriting Limited for example by doing either of the following:

- Reporting an incident involving **your** Home
- Reporting an incident involving **your** Vehicle

This Information may include:

- Basic personal information such as **your** name, address, email address, telephone number, date of birth or age, gender and marital status, **your** car, **your** home, **your** household or **your** travel arrangements.
- Information about **your** other policies, Claims history, Claims data
- Sensitive personal information such as criminal convictions, motoring offences and about **your** health (current state of health or existing conditions).

We may use **your** information to allow **us** to detect and prevent fraudulent applications and claims, for details relating to information held about **you** on the Claims Underwriting and Exchange Register and Motor Insurance Anti-Fraud and Theft Register please visit www.insurancedatabases.co.uk

4. How Your Data Us Used and Shared By Insurers and Databases In Relation to Insurance

The data **you** provide will be used by **us** and shared with other insurers as well as certain statutory and other authorised bodies.

5. Security

We are committed to protecting the confidentiality and security of the information that you provide to us and we put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure of loss of **your** information.

6. Insurance Administration

Your information may be used for the purposes of insurance administration by the **insurer**, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the **insurers** compliance with regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention.

Information may also be shared with other insurers either directly or via those acting for the **insurer**, such as Investigators or Loss Adjusters.

7. Update Your Information, Request to Erase Your Data, Subject Access Request

If **you** wish to contact **us** regarding this notice you can contact **us** at The Data Protection Officer, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. Telephone: 01 872 0179.
Email – underwriting@misgroup.online – Please put **your** request in the subject line.

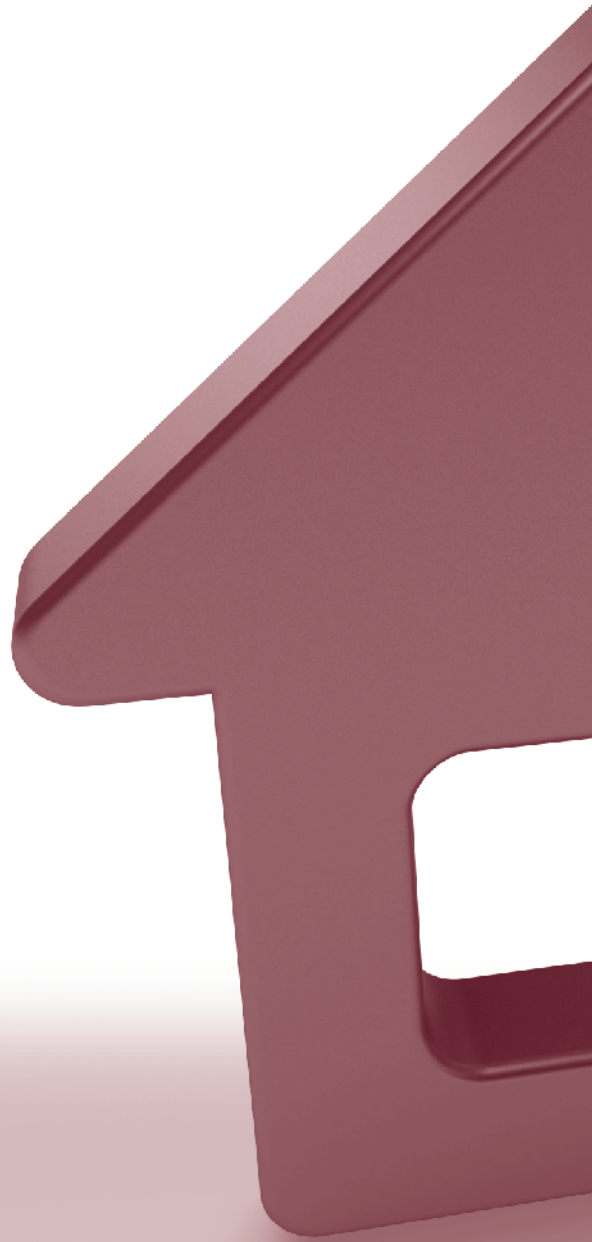
8. How To Find What Information We Hold About You

You have the right to request a copy of all the personal information **we** hold about **you** in a Subject access request or to have their data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this simply write to us at the address above or contact **us** via email.

9. Complaints

You have the right to complain about how **we** treat **your** Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at <https://www.dataprotection.ie/en/contact/how-contact-us>.

We are only allowed to keep **your** information if **we** need it for the reasons outlined above. **We** will keep it in line with the industry, regulatory and contractual requirements.



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Crotty Insurance Brokers, a private company limited by shares,
6 Leopardstown Office Park, Burton Hall Avenue, Sandyford,
Dublin 18, Ireland (Registration Number: 217756), trading as
Plum Underwriting is regulated by the Central Bank of Ireland
(Register number C4721).

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www.plum-underwriting.ie

Far from standard

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