

# RESIDENTIAL LET PROPERTY INSURANCE POLICY with GREAT LAKES INSURANCE SE



# WELCOME TO YOUR RESIDENTIAL LET PROPERTY INSURANCE POLICY

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# POLICY ASSUMPTIONS

## **PLEASE READ THIS POLICY DOCUMENT CAREFULLY TO ENSURE THAT IT MEETS ALL YOUR REQUIREMENTS**

In return for the premium shown in the schedule **We** agree to insure **You**, subject to the terms and conditions in or endorsed on this certificate, against loss or damage **You** sustain or legal liability **You** incur during the period shown in the **Schedule**.

Please take time to read the contents of this **Policy**, including how to make a claim. This **Policy** and its **Schedule** are important documents. Please keep them in a safe place in case **You** need to refer to them for any reason. If **You** do need to discuss any aspect of this **Policy**, please contact the agent who helped **You** complete this insurance or MIS directly.

### **IN THE EVENT OF A CLAIM PLEASE CONTACT THE CLAIMS HELPLINE ON 01 872 0179**

Our 24 hour emergency claim helpline is open 24 hours a day, 365 days a year to provide advice and assistance when **You** need it.

Please note that failure to comply with the above may result in reduced settlement, the declinature of your claim in part or in its entirety.

**You** can make any temporary repairs as soon as possible but keep the receipts as these may form part of **Your** claim. **We** must have the chance to inspect the damage before permanent repairs are carried out.

#### **Let Property Cover Assumptions**

Unless otherwise stated in Your Policy Schedule it is assumed the property is:

1. In an area free from **Flooding** and is not within 500 metres of any property or development, which has **Flooded** and is located at least 100 metres from, any river, seafront, estuary, lake or watercourse.
2. In an area free from **Subsidence** and is not within 200 metres of any property or development, which has been subject to **Subsidence**.
3. Maintained in a good state of repair, built after 1919 and not under construction, renovation, restoration or extension.
4. Of standard construction and if it has a flat roof it is no more than 25% of the total roof area covered. Any flat roof must be inspected by an independent professional at least every 5 years.
5. Protected by mortice deadlocks or deadlocking rim latches and all French doors, patio doors and accessible windows are fitted with key operated security locks and secured when the property is unoccupied.
6. Occupied by a person by virtue of a fixed term or part 4 **Tenancy Agreement** complying with the Residential Tenancies Act for 2004 directly between the Landlord and **Tenant**.
7. Not left **Unoccupied** for more than 60 consecutive days at any one time.
8. Not in an area designated as a Ghost Estate or part of any unoccupied housing estate.

9. Used for residential purposes only and not used for business.

**Neither You, any joint policyholder or any member of your family has in respect of the insured property:**

- made more than 1 claim within the last 36 months or had any claim over €5000.
- ever had a proposal for insurance declined, renewal refused, cover terminated or special terms or conditions imposed by any insurer.
- ever been convicted of, or have any prosecution pending for any criminal offence (other than minor motoring offences).
- Any court judgements against them.

## About the Cover

**Unless otherwise stated in your policy schedule:**

- **You** accept that there is no **Accidental Damage** cover for **Your Buildings** or **Contents**.
- **You** accept there is no cover for any items outside the **Property**.
- **You** accept there is no cover for **Valuables** under this **policy**.
- **You** accept that **You** do not require cover for **Flood, Subsidence, Heave** or **Landslip** in Cork City, County Cork and **Flood** in Limerick City.

# INTRODUCTION

## Your Insurers

This insurance is arranged by MIS Underwriting Ltd. and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE, herein referred to as 'Great Lakes'.

Great Lakes is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Great Lakes is registered with the commercial register of the local court of Munich under number: HRB 230378.

MIS Underwriting Ltd. is regulated by the Central Bank of Ireland. Registered in Ireland No C190040. and is subject to the Central Bank of Ireland Conduct of Business Rules and Consumer Protection Code.

UK General Insurance Limited operates under Freedom of Services to provide services in Ireland.

Great Lakes Insurance SE is regulated by the Central Bank of Ireland and is subject to the Central Bank of Ireland's Conduct of Business Rules and Consumer Protection Code.

## Your Cover

In return for payment of the premium shown in the **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 shown in the **Schedule**.

When drawing up this **Policy, We** have relied on the truthfulness and accuracy of the information

and statements which **You** have provided in the proposal/statement of facts on the date shown in the **Schedule**. The proposal / statement of facts form the basis of the underwriting of this **Policy** of insurance.

**The insurance relates ONLY to those sections of the policy which are shown in the schedule as being included.**

The proposal form/statement of facts, **Schedule**, **Policy** wording and any **Endorsement** applying to **Your Schedule** form **Your Residential Let insurance Policy**. This document sets out the conditions of the contract of insurance between **You** and **Us**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that

- **You** are clear which sections **You** have requested and want to be included;
- **You** understand what each section covers and does not cover;
- **You** understand **Your** own duties under each section and under the insurance as a whole.

Please contact **Your Insurance Agent** immediately if this document is not correct or if **You** would like to ask any questions.

The written authority (which number is shown in the **Schedule**) allows MIS Underwriting to sign and issue this **Policy** on behalf of the **Insurer** detailed in the authority.

Premiums are subject to Government Levy and/or contribution where applicable.

### Insurance Act 1990

All monies which become or may become payable by the Company under this **Policy** shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

### Finance Act 1990

Stamp duty has been or will be paid to the Revenue commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

All monies referred to and/or due under this **Policy** are expressed in and/or payable in Euro.

## DEFINITIONS

Wherever the following words appear in this insurance they will have the meanings shown below and are highlighted in bold;

### Accidental Damage

Sudden and unexpected damage occurring at a specific time and caused by external means.

### Bedroom

A room used as a **Bedroom** and any other room designed to be used as **Bedroom** regardless of

its current use.

### **Bodily Injury**

Death or physical trauma.

### **Buildings**

The **Property**, its decorations, fixtures and fittings, permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks **You** own or for which **You** are legally responsible at the address named in the **Schedule** in the Republic of Ireland.

### **Business**

Any employment, trade, profession or business activity for financial reward at the premises shown on the schedule.

### **Claims Helpline**

In the event of an accident, loss or damage to the property which might give rise to a claim, contact the claims line on 01 872 0179. MIS Underwriting, 14a Jocelyn Street, Dundalk, Co Louth.

### **Consequential Loss**

Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this **Policy**. For example **We** will not pay for re-letting costs in the event that a **Tenant** decides to vacate the **Property** following damage which renders the **Property** uninhabitable for a long period of time.

### **Cost of Rebuilding**

The full reconstruction of the **Buildings** in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyors fees.

### **Domestic Employees**

Any employee of the **Policyholder** under a contract of service with **You** which is solely for private domestic duties, including gardeners, persons carrying out repair, maintenance or decoration work but excluding contractors or persons employees engaged in any construction/structural work, extensions, roof repairs, demolition or non-maintenance alterations to the **Property**. Independent contractors and/or consultants and/or their employees are also excluded and any other temporary or casual employees.

### **Endorsement**

A change in the terms and conditions of this insurance.

## Excess

The first amount of any claim for which **You** are responsible.

## Flood

- a) The escape of water from normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes), reservoir, canal or dam, or
- b) Inundation from the sea whether resulting from storm or otherwise.

## Ghost Estate

A development of ten houses or more in which fifty per cent or less are occupied or completely and the property is registered as being exempt from Local Property Tax being classed as an “unfurnished house estate” by Irish Tax and Customs.

## Ground Heave

Upward movement or expansion of the site on which the **Building** stands resulting in damage to the **Buildings**.

## Indemnity

Valuation based on the current age and condition of damaged article and NOT the cost to replace the article as new.

## Landlord Contents

**White Goods** and household goods and furnishings within the **Buildings** for which **You** are legally responsible for and are left in the **Property** for the sole use of the **Tenant(s)**.

The definition of **Contents** does **NOT** include:

- Clothing
- property in the open
- motor vehicles (other than garden machinery), caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **Buildings**
- any property held or used for business purposes
- any property insured under any other insurance
- money and credit cards
- deeds, registered bonds and other personal documents
- gold, silver, gold and silver plated articles, jewellery or furs
- property belonging to **Your Tenants**
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Property**
- domestic oil in fixed fuel oil tanks

## Landslip

Downward movement of sloping ground resulting from the action of self-weight stresses and imposed loading exceeding the available strength of the ground.

## Period of Insurance

The length of time for which this insurance is in force, as shown in the **Schedule** and for which **You** have paid and **We** have accepted a premium.

## Policy

The **Policy** incorporates the **Policy** wording, the **Schedule** and all terms, conditions and **Endorsements** of this insurance.

## Property

The private dwelling built of **Standard Construction** and the garages and outbuildings used for domestic purposes at the address shown in the **Schedule**.

## Residential Tenants Clause

It is a condition to liability that any Residential portion(s) of the Premise are not let or used by Asylum seekers.

## Schedule

The **Schedule** forms part of this insurance and contains details of **You**, the premises, the sums insured, the **Period Of Insurance** and the sections of this insurance which apply.

## Standard Construction

Built of brick, stone or concrete and roofed with slates, tiles, asphalt or concrete.

## Sanitary Ware

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

## Subsidence

The downward movement of a site on which the **Building** stands from causes independent of the **Building** load.

## Sum Insured

The amount as shown in the **Schedule** and being the maximum amount **The Insurer** will pay in the event of any claim on this **Policy**.



## Tenant

A person occupying **Your Property** by virtue of a residential **Tenancy Agreement**.

## Tenancy Agreement

A fixed term or Part 4 **Tenancy Agreement** complying with the Residential Tenancies Act 2004 directly between the Landlord and **Tenant**.

## Uninsurable Risks

Wear and tear, depreciation, fungus, rot, vermin or insect damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating, chipping, scratching, denting or any gradually operating cause or process.

## Untenanted

Not lived in by a **Tenant**.

## Valuables

- i) Articles of jewellery, pearls, gemstones, gold, silver or precious metal.
- ii) Pictures, works of art and curios.
- iii) Stamp, medals or coin collections.
- iv) Televisions, satellite decoders, audio and video equipment, DVD players, radios, home computers, laptops and business equipment.
- v) Records, cassettes, discs or tapes. Clocks, watches, cameras, camera equipment and binoculars.

## We / Us / Our / Insurer

UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

## White Goods

Fridges, freezers, cookers, ovens, microwaves, washing machines, tumble dryers and dishwashers.

## You / Your / Insured

The person or persons named in the **Schedule**.

## Your Insurance Agent

The insurance agent who placed this insurance on **Your** behalf.

# GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

## Your Duties

1. **You** must take steps to prevent loss, damage or an accident and keep the **Buildings** in a good state of repair.
2. **You** must tell **Your Insurance Agent** immediately if **You** stop letting the **Property** to a **Tenant**. When **We** receive this notice **We** have the option to change the conditions of this insurance.
3. **You** must tell **Your Insurance Agent** before **You** start any conversions, extensions or other structural work to the **Buildings**. When **We** receive this notice **We** have the option to change the conditions of this insurance.
4. Whenever the insured **Property** becomes **Untenanted** it must be inspected internally and externally by either the insured or the insured's representative at least once every seven days. This inspection must make sure that:
  - water remains turned off at the mains.
  - the **Property** is inspected internally and externally at least once every seven days by **You** or **Your** representative and that all combustible materials are removed from the **Property** and that the **Buildings** and garden of the **Property** are maintained in good condition.
  - all outside doors are securely locked.
  - all ground floor and accessible upper floor windows are securely fastened and any broken windows boarded up and repaired without delay.
  - the **Buildings** remain free of waste materials and fuel.
5. **Your** insurance will become void if the insured **Property** is let to asylum seekers.
6. This insurance shall be deemed as voidable in the event of any non-disclosure, misrepresentation or mis-description of any material fact which would have influenced **Our** decision in accepting the policy. If **You** are in any doubt as to whether a fact is material or not please disclose it. This condition applies for the duration of **Your** policy.
7. **All** chimneys to open fires, solid fuel stoves or burners must be professionally lined and insulated. They must be kept in a good state of repair and be professionally cleaned along the entire length of the chimney at least once a year.
8. You must maintain all Gas, Oil, Electrical equipment and appliances (e.g. heating appliances) in accordance with both (i) the manufactures instructions and (ii) any legal requirements.

If **You** fail to comply with any of the above duties this insurance may become invalid.

## Cancellation

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to **Your Agent** within 14 days from the day of purchase or the day on which **You** receive **Your Policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **Your Agent** will then refund **Your** premium in full.

If **You** wish to cancel **Your Policy** after 14 days **You** will be entitled to a pro-rata return of premium providing no claims have been made or are pending.

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with **Policy** terms and conditions
- e) You have not taken reasonable care to provide accurate and complete answers to the questions Your agent asked.

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

If **We** cancel the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover.

Where **Our** investigations provide evidence of fraud or misrepresentation, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Your** (administrator / agent) with incomplete or inaccurate information. This may result in **Your** policy being cancelled from the date **You** originally took it out and **We** will be entitled to keep the premium.

If **Your** policy is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility for insurance with us, as well as other insurers, in the future.

## Untenanted Properties

If the buildings as specified in the schedule are to be left untenanted for 14 days or more during the period 1st November to 31st March you must immediately ensure that the gas and water system is turned off and drained at the mains or any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees Celsius. If you fail to comply with this condition, no claim will be entertained arising from escape of water or oil or frost damage to any fixed water or heating installation or domestic appliance. When the property has been untenanted for 30 consecutive days the policy excess for all sections of cover is increased to €1,000. If the property remains **Untenanted** for 60 consecutive days policy cover is reduced to damage caused by the following perils only - fire, lightning, explosion and aircraft including anything falling from them.

If an insured residential **Property** is comprised of more than one residential unit then these conditions and exclusions will apply to that unit or part of the insured residential **Property** which becomes **Untenanted**.

If the **Property** is broken into or vandalised **You** must;

- immediately make the **Building** safe and secure
- follow the claims procedure set out in this **Policy** and
- keep a record of any necessary work carried out.

## Your obligation to keep to the terms and conditions of the policy

This insurance shall be deemed as voidable in the event of any non-disclosure, misrepresentation or misdescription of any material fact which would have influenced **Our** decision in accepting the Policy. If **You** are in any doubt as to whether a fact is material or not please disclose it. This condition applies for the duration of **Your** Policy.

## Duty of Care

**You** must take actions to prevent loss or damage to **Your Property** and ensure that **Your Property** is maintained in a good state of repair. All protections installed for the protection of the **Building** must be regularly maintained and be in use when the **Building** is left unattended, or when any occupants have retired for the night.

## Changes in Circumstances

**You** must notify **Us** of any change in **Your** circumstances and in particular the use of **Your Property**, the cost of rebuilding **Your Property** or replacing **Your Contents**.

## Paying by Instalments

If **You** are paying, or have agreed to pay the premium for this **Policy** by instalments, **You** must keep **Your** payments up to date. If **You** miss any payments, **We** will withdraw **Your** option to pay by instalments or **We** will cancel the **Policy** (or both). If **You** have a claim during the current **Period Of Insurance**, **You** must pay the full yearly premium. **We** will deduct any premium owed to **Us** from any claim **We** pay.

## Premium Adjustments

If a change to **Your Policy** results in an extra premium of less than €10, **We** will not charge **You**. If a change to **Your Policy** results in a refund of premium of less than €10 **We** will not refund the amount.

## Duty of Disclosure

It is **Your** responsibility to provide complete and accurate answers to the questions **We** ask when **You** take out **Your** insurance **Policy**, throughout the life of **Your Policy**, and when **You** renew **Your** insurance. Please note that if **You** fail to disclose any material information to **Your Insurer(s)** (these are facts that the **Insurer** would regard as likely to influence the assessment and acceptance of this **Policy**) this could invalidate **Your** insurance cover and could mean that part or all of a claim may not be paid. If **You** are unsure as to what facts would influence **Your Policy** please contact **Us** on 01 872 0179.

## GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

### a) **Radioactive Contamination**

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

### b) **Asbestos Exclusion**

This insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of, or related to the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

### c) **War Exclusion**

Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or 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.

### d) **Biological & Chemical Contamination**

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from or any **Consequential Loss**.
2. Any legal liability of whatsoever nature.
3. Death or injury to any person.

Directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from Terrorism; and/or steps taken to prevent, suppress, control or reduce the consequences of an actual attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion 'terrorism' means any act(s) of any person(s) or organisation(s) involving:

The causing, occasioning or threatening of harm of whatever nature and by whatever means;  
Putting the public or any section of the public in fear;

In circumstances to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

### e) **Electronic Data**

**We** will not pay for

Any consequence, howsoever caused, including but not limited to Computer Virus resulting in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or

otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

**f) Existing and Deliberate Damage**

**We** will not pay for loss or damage

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **You**, anyone working on **Your** behalf or anyone legally on the premises including any **Tenant**

**g) Consequential Loss of any kind or description**

**h) Terrorism**

Loss or damage directly or indirectly caused by, or in connection with any act of terrorism, regardless of any other cause or event. For the purpose of this exclusion 'terrorism' includes the use of any destructive, or potentially destructive weapon or device, biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group 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 in fear. Losses caused by, or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

**i) Sonic Pressure**

Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

**j) Indirect Losses**

**We** will not pay for any losses that are not directly associated with the incident that caused **You** to claim, unless expressly stated in this **Policy**.

**k) Faulty Workmanship**

Loss or damage arising from faulty design specification, workmanship or materials.

**l) Vehicles**

Any vehicle or toy propelled by a motor of any kind, caravans, trailers, hovercraft, aircraft, watercraft, land yacht, wind powered or assisted vehicles, as well as any of their parts and accessories (except for removable entertainment or navigation equipment while it is removed from the vehicle).

But not the following while being used for their intended purpose and by a person for whom they were designed:

- Ride-on lawnmowers
- Electrically powered wheelchairs and mobility scooters
- Electrically powered children's ride on toys
- Electrically assisted bicycles
- Pedestrian controlled electrically powered golf trolleys
- Model watercraft
- Hand-propelled watercraft (such as a surfboard or rowing boat)

**m) Domestic Pets**

Loss or damage caused by domestic pets, insects or vermin.

**n) Wear and Tear**

Loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

**o) Trees**

The cost of removing fallen trees or branches that have not caused damage to the building.

**p) Business**

Loss or damage arising from any employment, trade or profession.

**q) Cooking**

Loss, damage or liability caused by any form of cooking, unless in a clearly designated kitchen or in an area where the fire officer has given written approval.

**r) Portable Heating**

Loss, damage or liability caused by the use of portable heating appliances other than oil filled electric radiators or fan assisted electrical heaters.

**s) Students / Council Support Tenants**

Loss, damage or liability in respect of any property occupied by Students or Council Support Tenants, unless the following conditions are met:-

1. Tenancies are arranged under a fixed term or Part 4 Tenancy Agreement complying with the Residential Tenancies Act 2004 directly between the Landlord and the Tenant
2. Tenancies are for a period of 6 months or more
3. Vetting checks are carried out before the tenant occupies the property and held on file
4. The Property owner does not consider Tenants referred for Housing Associations or local Authorities
5. The Property owner has full control of who occupies the property
6. Subletting is not permitted
7. The Property is not used in a rehabilitation program.

## CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

### Buildings

**We** will at **Our** option:

- i. Replace as new, or
- ii. Pay the cost it would cost **Us** to replace as new, or
- iii. Repair, or
- iv. Pay the cost to repair.

### Landlord Contents

**We** will at **Our** option:

- i. Pay the current value taking account of age and condition, or
- ii. Repair, or
- iii. Pay the cost to repair.

**We** will take the appropriate **Excess** from all claim payments **We** make.

**We** will take an amount off for wear and tear if the **Buildings** are not properly maintained or **Your** sum insured is less than the actual cost of rebuilding **Your Property**. **We** will take account of wear and tear in the settlement of claims for **Landlords Contents** unless the option **Accidental Damage** has been selected and the additional premium paid.

If **You** need to make a claim under this **Policy**, **You** must do the following:

- a) Provide **Us** with full details of **Your** claim as soon as possible after the event and always within 30 days.
- b) Immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain a crime reference number.
- c) Take all steps necessary to reduce further loss, damage or injury.
- d) Provide **Us** with all information and evidence, including written estimates and proof of ownership and value that **We** may request.
- e) Do not under any circumstances effect full repairs without **Our** prior written consent.
- f) Under no circumstances must **You** admit any liability or responsibility, or negotiate or settle any aspect of any claim without **Our** permission in writing.

## How We Deal with Your Claim

### 1. Defence of Claims

**We** may

- 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.

### 2. Other Insurance

**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 **Excess** beyond the amount which would have been covered under such other insurance had this insurance not been effected.

### 3. Fraud

**You** must not act in a fraudulent way. If **You** or anyone acting for **You**:

- fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy;
- fails to reveal or hides a fact likely to influence the cover **We** provide;
- makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge;  
or
- If **Your** claim is in any way dishonest or exaggerated,

**We** will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.



#### 4. Matching Sets and Suites

**We** will treat an individual item of a matching set of items, suite of furniture, sanitary ware or other bathroom fittings as a single item. **We** will pay **You** for the individual damaged item. **We** will not pay for the cost of replacing or repairing any undamaged items or part(s) of items forming part of a set, suite or carpet or other article of a uniform nature, colour or design where the remaining item or items are still usable and the loss or damage occurs:

- Within a clearly identifiable area or to a specific part
- Replacements cannot be matched  
e.g. we will not make any payment towards undamaged flooring such as tiles, carpet or wood in an adjoining room from a room where a doorway separates such an adjoining room from a room in which matching flooring has been damaged.

On receipt of notification of a claim, **We** may do the following:

- a) Enter any **Building** following loss or damage.
- b) Negotiate, defend or settle any claim made against **You**.
- c) Prosecute in **Your** name for **Our** benefit any other person in respect of any claim **We** may have to pay.
- d) Appoint a loss adjuster to handle the claim on **Our** behalf.
- e) Arrange to repair the damage to the **Buildings** and or any other property or item and handle any salvage appropriately.

**Should you wish to use your own tradesperson or receive a cash settlement for the replacement of damage items we will need to agree any payment beforehand and any payment will usually be limited to the discounted amount we would pay our approved builder / supplier.**

## Section 1 Buildings

<i>What is Covered?</i> This insurance covers the <b>Buildings</b> for loss or damage directly caused by	<i>What is Excluded?</i>  <b>We will not pay</b>
<p><b>1. Fire, smoke, lightning, explosion or earthquake</b></p>	<p>a) for smoke damage caused by fireplaces or smog from agricultural or industrial operations</p> <p>b) the <b>Excess</b> shown in <b>Your Schedule</b></p> <p>c) Anything which happens gradually</p> <p>d) Damage to chimney flue and any resultant smoke damage unless the flue has been:-</p> <ul style="list-style-type: none"> <li>(i) professionally lined and insulated</li> <li>(ii) kept in a good state of repair and professionally cleaned along the entire length at least once a year</li> </ul>
<p><b>2. Storm, flood or weight of snow</b></p>	<p>a) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates, fences and hedges</p> <p>b) the <b>Excess</b> shown in <b>Your Schedule</b></p> <p>c) Loss or damage caused by frost, <b>Subsidence, Heave Or Landslip</b></p> <p>d) for loss or damage while the property is not furnished enough to be normally lives in or untenanted for more than 60 consecutive days</p>
<p><b>3. Escape of Water or Oil from, or frost damage to, any fixed water or heating installation or domestic appliance</b></p>	<p>a) for loss or damage to the component or appliance from which water or oil escapes</p> <p>b) for loss or damage caused by wear and tear, rust or gradual deterioration</p> <p>c) for loss or damage to swimming pools</p> <p>d) for loss or damage to walls, ceilings, electrics, decoration and tiles caused by egress of water from shower units and baths</p> <p>e) for loss or damage while the <b>Property</b> is not furnished enough to be normally lived in or <b>Untenanted</b> for more than 60 consecutive days</p> <p>f) Loss or damage caused by water penetration from the exterior to the interior of the property</p> <p>g) for loss or damage resulting from accidental overflow of <b>Sanitary Ware</b> other than as covered under an <b>Accidental Damage</b> extension to the <b>Policy</b></p> <p>h) for loss or damage caused by faulty workmanship</p> <p>i) loss or damage caused by <b>Subsidence, Heave or Landslip</b> other than as covered under Section 1, peril 8</p> <p>j) the <b>Excess</b> shown in <b>Your Schedule</b></p> <p>k) Loss, damage or liability to the residence in respect of Escape of Water from fixed water tanks, apparatus or pipes which are exposed, including those within the loft space and roof voids, unless they are suitably lagged to prevent freezing at the time of loss or damage</p> <p>l) Subsidence, loss or damage to the property caused by undermining or weakening of soil under the foundations by an escape of water</p>
<p><b>4. Theft or attempted theft caused by violent and forcible entry or exit</b></p>	<p>a) for loss or damage while the <b>Property</b> is not furnished enough to be normally lived in or <b>Untenanted</b> for more than 60 consecutive days</p> <p>b) theft or attempted theft by any <b>Tenant</b> or person lawfully on the <b>Property</b></p> <p>c) the <b>Excess</b> shown in <b>Your Schedule</b></p>

## Section 1 Buildings (continued)

<i>What is Covered?</i> This insurance covers the <b>Buildings</b> for loss or damage directly caused by	<i>What is Excluded?</i>  <b>We will not pay</b>
<b>5. Collision or impact by any animal, vehicle, aircraft or aerial devices including items dropped from them</b>	<ul style="list-style-type: none"> <li>a) for the loss or damage caused by domestic pets</li> <li>b) the <b>Excess</b> shown in <b>Your Schedule</b></li> </ul>
<b>6. Riot, violent disorder, strike, labour disturbance, civil commotion</b>	<ul style="list-style-type: none"> <li>a) the <b>Excess</b> shown in <b>Your Schedule</b></li> <li>b) for loss or damage while the property is not furnished enough to be normally lives in or untenanted for more than 60 consecutive days</li> </ul>
<b>7. Malicious damage or vandalism</b>	<ul style="list-style-type: none"> <li>a) for loss or damage while the <b>Property</b> is not furnished enough to be normally lived in or <b>Untenanted</b> for more than 60 consecutive days</li> <li>b) for loss or damage caused directly by the <b>Tenant</b> or person lawfully on the <b>Property</b></li> <li>c) for loss or damage to swimming pools, tennis courts, drives, patios and terraces, gates, fences, hedges lawns, trees shrubs, plants and walls</li> <li>d) the <b>Excess</b> shown in <b>Your Schedule</b></li> </ul>
<b>8. Subsidence or heave of the site upon which the buildings stand or landslip</b>	<ul style="list-style-type: none"> <li>a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event</li> <li>b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</li> <li>c) for loss or damage arising from faulty design, specification, workmanship or materials</li> <li>d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law</li> <li>e) the first €1,000 of every claim</li> <li>f) for loss or damage caused by coastal erosion</li> <li>g) for loss or damage whilst the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions</li> <li>h) for damage caused by bedding down of new structures of settlement of newly made up ground</li> <li>i) loss or damage to <b>Buildings</b> caused by the action of chemicals, or by any chemical reaction with any material which forms part of the <b>Buildings</b></li> <li>j) the cost of any experts or contractors <b>You</b> appoint without <b>Our</b> express consent other than those carrying out emergency repairs</li> <li>k) any damage caused by the presence of Pyrite in the building materials</li> <li>l) for loss or damage while the property is not furnished enough to be normally lives in or untenanted for more than 60 consecutive days</li> </ul>

## Section 1 Buildings (continued)

<b>What is Covered?</b> This insurance also covers	<b>What is Excluded?</b> We will not pay
<p><b>9. Falling trees, telegraph poles or lamp-posts</b></p>	<p>a) for loss or damage caused by trees being cut down or cut back within the premises</p> <p>b) for loss or damage to gates and fences unless the main building is affected by the same event</p> <p>c) the <b>Excess</b> shown in <b>Your Schedule</b></p> <p>d) for loss or damage while the property is not furnished enough to be normally lives in or untenanted for more than 60 consecutive days</p>
<p><b>10. Accidental Damage to fixed glass and sanitary ware</b> The cost of repairing <b>Accidental Damage</b> to</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of replacing frames)</li> <li>• <b>Sanitary Ware</b></li> <li>• ceramic hobs</li> </ul> <p>all forming part of the <b>Buildings</b></p>	<p>a) for loss or damage while the <b>Property</b> is not furnished enough to be normally lived in or <b>Untenanted</b> for more than 60 consecutive days</p> <p>b) loss or damage caused by chipping, denting or scratching</p> <p>c) loss or damage to ceramic hobs in free standing cookers</p> <p>d) the <b>Excess</b> shown in <b>Your Schedule</b></p>
<p><b>11. Accidental Damage to underground services</b> The cost of repairing <b>Accidental Damage</b> to</p> <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>which <b>You</b> are legally responsible for</p>	<p>a) for loss or damage due to wear and tear, rust or any gradually operating cause or frost</p> <p>b) for loss or damage caused by faulty materials, design, workmanship, or as a consequence of any alterations, renovations or repairs</p> <p>c) the <b>Excess</b> shown in <b>Your Schedule</b></p> <p>d) for loss or damage while the property is not furnished enough to be normally lives in or untenanted for more than 60 consecutive days</p>
<p><b>12. Loss of rent</b> Loss of rent due to <b>You</b> which <b>You</b> are unable to recover as a result of the <b>Buildings</b> becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1, 1-9 of this <b>Policy</b></p>	<p>a) any amount over 10% of the <b>Sum Insured</b> shown on the <b>Schedule</b> for the <b>Buildings</b></p> <p>b) losses incurred in any period exceeding 12 months from the date that the <b>Property</b> became uninhabitable</p> <p>c) loss or damage where a valid claim has not been accepted by <b>Us</b> under Section 1, 1-9</p>
<p><b>13. Removal of Debris</b> Expenses <b>You</b> have to pay and which <b>We</b> have agreed in writing for</p> <ul style="list-style-type: none"> <li>• architects', surveyors', consulting engineers' and legal fees</li> <li>• the cost of removing debris and making safe the building</li> <li>• costs <b>You</b> have to pay in order to comply with any Government or local authority requirements following loss or damage to the <b>Buildings</b> in circumstance which give rise to a valid claim under this <b>Policy</b></li> </ul>	<p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if Government or local authority requirements have been served on <b>You</b> before the loss or damage</p> <p>c) for loss or damage while the property is not furnished enough to be normally lives in or untenanted for more than 60 consecutive days</p>

## Section 1 Buildings (continued)

<i>What is Covered?</i> This insurance also covers	<i>What is Excluded?</i> We will not pay
<p><b>14. Fire Brigade Charges</b> We will pay the cost of the charges made on <b>You</b> by a Local Authority in accordance with the Fire Service Act 1981 for Fire Brigade attendance as the result of any incident involving fire affecting the <b>Buildings</b> in circumstance which give rise to a valid claim under this <b>Policy</b></p>	<p>a) more than €1,750 in any <b>Period Of Insurance</b>. If <b>You</b> claim for such loss under Sections 1 and 2, <b>We</b> will not pay more than €1,750 in total</p>
<p><b>15. Door Locks</b> We will pay up to €350 in respect of replacement locks for external doors to the <b>Building</b> if <b>Your</b> keys are stolen or lost</p>	<p>a) for theft of keys not reported to the Police b) for loss or damage while the property is not furnished enough to be normally lives in or untenanted for more than 60 consecutive days</p>
<p><b>16. Trace and Access</b> We will pay up to €2,000 in order to locate the source and including any resultant meter charges, following loss or damage for which a successful claim has been made under section 1, peril 3 or peril 11 of this <b>Policy</b></p>	<p>a) loss or damage to the apparatus from which water or oil has escaped b) for loss or damage while the property is not furnished enough to be normally lives in or untenanted for more than 60 consecutive days</p>

## Accidental Damage to the Buildings (optional Extra) *only applicable if shown as being covered on your schedule*

<i>What is Covered?</i> This insurance covers the <b>Buildings</b> for loss or damage directly caused by	<i>What is Excluded?</i> We will not pay
<p><b>18. Accidental Damage to the buildings in addition to the perils listed in paragraphs 1 to 9 of this section</b></p>	<p>a) loss or damage caused by <b>Uninsurable Risks</b> b) loss or damage caused by domestic pets c) loss or damage whilst the <b>Buildings</b> are <b>Untenanted</b> for 60 consecutive days or more d) the cost of normal maintenance e) loss or damage caused by wet or dry rot; faulty workmanship or design f) loss or damage as a result of any building alterations, renovations or repairs g) loss or damage if previously specifically excluded from cover h) loss or damage to brittle articles i) loss or damage as a result of ingress of water j) the <b>Excess</b> shown in <b>Your Schedule</b> k) loss or damage caused by any process of cleaning, restoring or dyeing, wear or tear, chipping, denting, scratching, or anything which happens gradually over time</p>

## Basis of Claims Settlement

If **Your** claim for loss or damage is covered under Section 1, **We** will pay the full cost of repair, replacement or reinstatement as long as the **Buildings** are maintained in a good state of repair.

In respect of any claim made under this **Policy Our** liability will:

- Not exceed the proportion that the **Sum(s) Insured** bears to the full cost of reconstruction of the **Property** as stated in the **Schedule**
- Not exceed the **Sum Insured** for the **Property** as stated in the **Schedule**.

It is **Your** responsibility to ensure that at all times the **Building Sum Insured** reflects the total cost of reinstatement and associated fees. If at the time of loss or damage **You** have underinsured **Your** property, for example, insuring **Your** property for €100,000 when the actual value of the property is €200,000, then **We** will pay the claim on a proportionate basis. In this example, the property has been underinsured by 50% and therefore **We** will only pay 50% of the value of the claim. Should **You** be in any doubt as to the value of **Your** property, please contact **Your** broker immediately.

If the **Buildings** have not been maintained in a good state of repair **We** will make a deduction for wear and tear or gradual deterioration.

**We** will not pay for the cost of replacing or repairing any undamaged items or part(s) of items forming part of a set, suite or carpet or other article of a uniform nature, colour or design where the remaining item or items are still usable and the loss or damage occurs:

- Within a clearly identifiable area or to a specific part
- Replacements cannot be matched.

**We** will not reduce the **Sum Insured** under section one after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage.

**Please refer to page 3 for details of how to make a claim.**

## Section 2 Landlords Contents

<i><b>What is Covered?</b></i>	<i><b>What is Excluded?</b></i>
This insurance covers the <b>Landlords Contents</b> for loss or damage directly caused by	<b>We will not pay</b>
<b>1. Fire, smoke, lightning, explosion or earthquake</b>	<ul style="list-style-type: none"> <li>a) for smoke damage caused by fireplaces or smog from agricultural or industrial operations</li> <li>b) the <b>Excess</b> shown in <b>Your Schedule</b></li> </ul>
<b>2. Storm, flood or weight of snow</b>	<ul style="list-style-type: none"> <li>a) for property in the open</li> <li>b) for loss or damage caused by frost</li> <li>c) the <b>Excess</b> shown in <b>Your Schedule</b></li> <li>d) for loss or damage while the property is not furnished enough to be normally lives in or untenanted for more than 60 consecutive days</li> </ul>

## Section 2 Landlords Contents (continued)

<b>What is Covered?</b>	<b>What is Excluded?</b>
<p>This insurance covers the <b>Landlords Contents</b> for loss or damage directly caused by</p>	<p><b>We will not pay</b></p>
<p><b>3. Escape of Water or Oil from, or frost damage to, any fixed water or heating installation or domestic appliance</b></p>	<ul style="list-style-type: none"> <li>a) for loss or damage to the component or appliance from which water or oil escapes</li> <li>b) for loss or damage caused by wear and tear, rust or gradual deterioration</li> <li>c) for loss or damage to swimming pools</li> <li>d) for loss or damage to walls, ceilings, electrics, decoration and tiles caused by egress of water from shower units and baths</li> <li>e) for loss or damage while the <b>Property</b> is not furnished enough to be normally lived in or <b>Untenanted</b> for more than 60 consecutive days</li> <li>f) for loss or damage resulting from accidental overflow of <b>Sanitary Ware</b> other than as covered under an <b>Accidental Damage</b> extension to the <b>Policy</b></li> <li>g) for loss or damage caused by faulty workmanship</li> <li>h) Loss or damage caused by water penetration from the exterior to the interior of the property</li> <li>i) loss or damage caused by <b>Subsidence, Heave</b> or <b>Landslip</b> other than as covered under Section 2 peril 8</li> <li>j) the <b>Excess</b> shown in <b>Your Schedule</b></li> <li>k) Loss, damage or liability to the residence in respect of Escape of Water from fixed water tanks, apparatus or pipes which are exposed, including those within the loft space and roof voids, unless they are suitably lagged to prevent freezing at the time of loss or damage</li> </ul>
<p><b>4. Theft or attempted theft caused by violent and forcible entry or exit</b></p>	<ul style="list-style-type: none"> <li>a) for loss or damage while the <b>Property</b> is not furnished enough to be normally lived in or <b>Untenanted</b> for more than 60 consecutive days</li> <li>b) theft or attempted theft by any <b>Tenant</b> or person lawfully on the <b>Property</b></li> <li>c) any amount over €500 in respect of <b>Landlords Contents</b> contained within detached domestic outbuildings and garages</li> <li>d) the <b>Excess</b> shown in <b>Your Schedule</b></li> </ul>
<p><b>5. Collision or impact by any animal, vehicle, aircraft or aerial devices including items dropped from them</b></p>	<ul style="list-style-type: none"> <li>a) for loss or damage caused by domestic pets</li> <li>b) the <b>Excess</b> shown in <b>Your Schedule</b></li> </ul>
<p><b>6. Riot, violent disorder, strike, labour disturbance, civil commotion</b></p>	<ul style="list-style-type: none"> <li>a) the <b>Excess</b> shown in <b>Your Schedule</b></li> <li>b) for loss or damage while the property is not furnished enough to be normally lives in or untenanted for more than 60 consecutive days</li> </ul>

## Section 2 Landlords Contents (continued)

<i>What is Covered?</i>	<i>What is Excluded?</i>
This insurance covers the <b>Landlords Contents</b> for loss or damage directly caused by	<b>We will not pay</b>
<b>7. Malicious damage or vandalism</b>	<ul style="list-style-type: none"> <li>a) for loss or damage while the <b>Property</b> is not furnished enough to be normally lived in or <b>Untenanted</b> for more than 60 consecutive days</li> <li>b) for loss or damage caused directly by the <b>Tenant</b> or person lawfully on the <b>Property</b></li> <li>c) the <b>Excess</b> shown in <b>Your Schedule</b></li> </ul>
<b>8. Subsidence or heave of the site upon which the buildings stand or landslip</b>	<ul style="list-style-type: none"> <li>a) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</li> <li>b) for loss or damage arising from faulty design, specification, workmanship or materials</li> <li>c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law</li> <li>d) for loss or damage whilst the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions</li> <li>e) for loss or damage by coastal erosion</li> <li>f) for loss or damage caused by bedding down of new structures or settlement of newly made up ground</li> <li>g) for the first €1,000 of every claim</li> <li>h) loss or damage to <b>Buildings</b> caused by the action of chemicals, or by any chemical reaction with any material which forms part of the <b>Buildings</b></li> <li>i) the cost of any experts or contractors <b>You</b> appoint without <b>Our</b> express consent other than those carrying out emergency repairs</li> <li>j) any damage caused by the presence of Pyrite in the building materials</li> <li>k) for loss or damage while the property is not furnished enough to be normally lives in or untenanted for more than 60 consecutive days</li> </ul>
<b>9. Falling trees, telegraph poles or lamp-posts</b>	<ul style="list-style-type: none"> <li>a) for loss or damage caused by trees being cut down or cut back within the premises</li> <li>b) for loss or damage to gates and fences unless the main <b>Building</b> is affected by the same event</li> <li>c) the <b>Excess</b> shown in <b>Your Schedule</b></li> <li>d) for loss or damage while the property is not furnished enough to be normally lives in or untenanted for more than 60 consecutive days</li> </ul>



## Section 2 Landlords Contents (continued)

<b>What is Covered?</b> This insurance also covers	<b>What is Excluded?</b> We will not pay
<b>10. Fire Brigade Charges</b> <b>We</b> will pay the cost of the charges made on <b>You</b> by a Local Authority in accordance with the Fire Service Act 1981 for Fire Brigade attendance as the result of any incident involving fire affecting the <b>Property</b> in circumstance which give rise to a valid claim under this <b>Policy</b>	a) more than €1,750 in any <b>Period Of Insurance</b> if <b>You</b> claim for such loss under sections one and two b) more than €1,750 in total c) for loss or damage while the property is not furnished enough to be normally lives in or untenanted for more than 60 consecutive days

## ACCIDENTAL DAMAGE TO LANDLORDS CONTENTS (Optional Extra)

*The following applies only if the schedule shows that  
Accidental Damage Cover to Contents is included*

<i>What is Covered?</i>	<i>What is Excluded?</i>
<p>Subject to selection by <b>You</b> and inclusion on <b>Your</b> schedule <b>We</b> will provide:</p> <ul style="list-style-type: none"> <li>• <b>Accidental Damage</b> cover for the <b>Contents</b> within the <b>Property</b></li> </ul>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>• For damages or any proportion of damage which <b>We</b> specifically exclude under section 2.</li> <li>• For damages to <b>Contents</b> within garages and out buildings.</li> <li>• For damage caused by chewing, tearing, scratching or fouling by animals.</li> <li>• For money, <b>Credit Cards</b>, documents, stamps or clothes.</li> <li>• For damage to contact, corneal or micro corneal lenses.</li> <li>• For damage caused by moth, vermin, infestation, insects, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause.</li> <li>• For damage arising out of faulty design, specification, workmanship or materials.</li> <li>• For damage from mechanical or electrical faults, or breakdown.</li> <li>• For damage caused by dryness, dampness, extremes of temperature or exposure of light.</li> <li>• For any loss or damage caused by or arising from any kind of pollution and/or contamination.</li> <li>• <b>We</b> will not cover mechanically propelled vehicles, watercraft, aircraft, caravans, trailers and their parts and accessories, tools, fitted radios</li> <li>• Tablet computers, I pads, laptops or any other computer equipment, pedal cycles, and camping equipment unless specified</li> <li>• Mobile phones contact lenses, documents, cash, <b>Credit Cards</b>, plants, animals, prams and push chairs</li> <li>• <b>We</b> will not cover property used for business or professional purposes</li> <li>• <b>We</b> will not pay loss or damage caused by any process of cleaning, restoring, altering, dyeing or repairing, wear and tear, chipping, denting, scratching or anything which happens gradually over time</li> </ul>

## Accidental Damage to Contents (Optional Extra)

<i>What is Covered?</i>	<i>What is Excluded?</i>
Breakage of glass  <b>We</b> will pay for <b>Accidental Breakage</b> of fixed glass in furniture, ceramic hobs and mirrors	<ul style="list-style-type: none"> <li>Hand held mirrors</li> <li>While the <b>Property</b> is unfurnished</li> <li>Damage caused by scratching</li> <li>Loss or damage caused or arising from any Exclusions to the insured perils</li> <li>For loss or damage while the <b>Property</b> is not furnished enough to be normally lived in or <b>Untenanted</b> for more than 60 consecutive days</li> </ul>

### Basis of Claims Settlement

If **You** claim for loss or damage to the **Landlords Contents** settlement for any article covered under Section 2 will be based on **Indemnity**. This means **We** will take an amount off for wear and tear to reflect the age and condition of the lost or damaged article. **We** will at **Our** option make payment towards the cost of replacement or repair or payment to **You**.

If the additional cover **Accidental Damage** has been selected and the additional premium paid we will at **Our** option repair, replace or reinstate any article covered under Section 2. For total loss or destruction **We** will pay **You** the cost of replacing the article as new, as long as:

- the 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.

**We** will not pay for the cost of replacing or repairing any undamaged items or part(s) of items forming part of a set, suite or carpet or other article of a uniform nature, colour or design where the remaining item or items are still usable and the loss or damage occurs:

- Within a clearly identifiable area or to a specific part
- Replacements cannot be matched.

**We** will not reduce the **Sum Insured** under Section 2 after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage.

Repairing the **Landlords Contents**, **We** will only pay one half of the cost of repair or replacement.

**We** will not pay any more than the **Sum Insured** for the **Landlords Contents** at each **Property** shown in the **Schedule**.

**Please refer to page 3 for details of how to make a claim.**

## Section 3 Liability

<i>What is Covered?</i> We will indemnify You	<i>What is Excluded?</i> We will not indemnify You for
<p><b>A. Legal Liability to Domestic Employees</b> For amounts <b>You</b> become legally liable to pay as damages, including costs and expenses which <b>We</b> have agreed in writing, for <b>Bodily Injury</b> by accident happening during the <b>Period Of Insurance</b> to <b>Your</b> domestic staff employed in connection with the <b>Premises</b> shown in the <b>Schedule</b></p>	<p>a) <b>Bodily Injury</b> arising directly or indirectly</p> <ul style="list-style-type: none"> <li>• from any vehicle used for racing, pace making or speed testing</li> <li>• from any communicable disease or condition</li> <li>• structural improvements or alterations to the <b>Property</b></li> </ul> <p>b) any agreement to assume a liability unless <b>You</b> would have been liable had the agreement not been made</p> <p>c) liability for which compulsory insurance or security is required by any road traffic legislation</p> <p>d) more than <b>€3,000,000</b> for any one accident or series of accidents arising out of any one event, plus the costs and expenses which <b>We</b> have agreed in writing</p>
<p><b>B. Legal Liability to the Public</b> As owner of the <b>Property</b> for any amounts <b>You</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>Bodily Injury</b></li> <li>• damage to third party property arising directly and exclusively as a consequence of <b>Your</b> ownership of the <b>Property</b> during the <b>Period Of Insurance</b></li> </ul>	<p>a) for <b>Bodily Injury</b> to <b>You</b>, any person who is engaged in <b>Your</b> service or employment, or is a member of <b>Your</b> family or household</p> <p>b) for <b>Bodily Injury</b> arising directly or indirectly from any communicable disease or condition</p> <p>c) for damage to <b>Property</b> <b>You</b> own or which is under <b>Your</b> custody or control</p> <p>d) arising directly or indirectly out of any profession, occupation, business or employment other than through private letting of the <b>Property</b></p> <p>e) which <b>You</b> have assumed under contract and which would not otherwise have attached</p> <p>f) arising out of <b>Your</b> ownership, possession or use of:</p> <ol style="list-style-type: none"> <li>i. any motorised or horse drawn carriage whether or not compulsory insurance or security is required by any road traffic legislation other than: <ul style="list-style-type: none"> <li>• domestic gardening equipment operated by anyone over 14 years of age and used within the <b>Premises</b> and</li> <li>• pedestrian controlled gardening equipment used elsewhere</li> </ul> </li> <li>ii. any power-operated lift</li> <li>iii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li> <li>iv. a caravan whilst being towed</li> </ol>

*conditions continued overleaf*

## Section 3 Liability (continued)

<i>What is Covered?</i> We will indemnify You	<i>What is Excluded?</i> We will not indemnify You for
<p><b>B. Legal Liability to the Public</b> As owner of the <b>Property</b> for any amounts <b>You</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>Bodily Injury</b></li> <li>• damage to third party property arising directly and exclusively as a consequence of <b>Your</b> ownership of the <b>Property</b> during the <b>Period Of Insurance</b></li> </ul>	<p><i>continued</i></p> <ul style="list-style-type: none"> <li>v. any animal other than cats, horses, or dogs provided any such dog is of a breed provided for in the Control of Dogs (Restriction of certain Dogs) Regulations 1991 and the Control of Dogs Act 1986 or any subsequent laws in relation to such provision</li> <li>g) in respect of any kind of pollution and/or contamination other than: <ul style="list-style-type: none"> <li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>Period Of Insurance</b> at the <b>Premises</b> named in the <b>Schedule</b>; and</li> <li>• reported to <b>Us</b> not later than 60 days from the end of the <b>Period Of Insurance</b>;</li> </ul> <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> </li> <li>h) arising out of <b>Your</b> ownership, occupation, possession or use of any land or building that is not within the <b>Premises</b></li> <li>i) if <b>You</b> are entitled to indemnity under any other insurance</li> <li>j) more than <b>€3,000,000</b> for any one accident or series of accidents arising out of any one event, plus the costs and expenses which <b>We</b> have agreed in writing</li> </ul>

## GOVERNING LAW

**You** and **We** may choose which law applies to this contract. Unless **We** agree with **You** in writing, this insurance is governed by Irish law.

MIS Group 'the data importer' will receive data from your insurance agent 'the data exporter' and process data for Insurance Administration purposes only. All data will be held and processed in accordance with Directive 95/46/EC and GDPR rules.

## CUSTOMER COMPLAINTS PROCEDURE

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure overleaf:

Complaints regarding

## SALE OF THE **POLICY**

Please contact **Your** agent who arranged the Insurance on **Your** behalf.

If **Your** complaint about the sale of **Your Policy** cannot be resolved by the end of the third working day, **Your** agent will pass it to:

Customer Relations Department  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ  
Tel: 0345 218 2685  
Email: customerrelations@ukgeneral.co.uk

## CLAIMS

Managing Director  
MIS Underwriting,  
14a Jocelyn Street,  
Dundalk,  
Co Louth  
Email: underwriting@misgroup.online

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference 06472C.

If **Your** complaint about **Your** claim cannot be resolved by the end of the third working day, MIS Underwriting will pass it to:

Customer Relations Department  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ  
Tel: 0345 218 2685  
Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €3million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

**You** may contact the Financial Services and Pensions Ombudsman (FSPO):

Financial Services and Pensions Ombudsman

Lincoln House,  
Lincoln Place,  
Dublin 2,  
D02 VH29.  
Tel: (01) 567 7000  
Email: info@fspo.ie  
Website: www.fspo.ie

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

### Compensation Scheme

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk). **You** may also contact the FSCS on +44 (0)20 7741 4100 or **You** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

### UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

#### Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

#### What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of your personal data as it is in the substantial public interest and it is necessary: i) for administering your insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

### **UK General's full privacy notice**

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

### **Great Lakes Insurance SE Information Notice**

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.munichre.com/en/service/privacy-statement/index.html>.

### **Insurance Act 1936 (or future amendments thereto)**

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

### **Finance Act 1990 (or future amendments thereto)**

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

### **Financial or Trade Sanctions**

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.









