

# Eversure AIG Landlord Rental Home Policy



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## Useful Contact Numbers

Please contact your insurance broker relating to your cover details.

### **Eversure Home Policy Changes:**

Please contact your own insurance broker directly, if you need to make changes to your Eversure AIG Landlord Rental Home policy.

### **AIG Helpline Services:**

You can notify any loss or damage to your own insurance broker directly, or You can directly phone:

**24/7 Home Claims Notification - 01 261 1481**

**Find a Local Repairer 24/7 - 0818 112 224**

# Introduction to Your Eversure AIG Landlord Rental Home Policy

We welcome you as the purchaser of our Eversure AIG Landlord Rental Home Insurance Policy underwritten by AIG Europe S.A., and made available to your Insurance Adviser through Arachas Corporate Brokers Limited. Arachas Corporate Brokers Limited trading as; Arachas, Capital Insurance Markets, Capital IM, Covercentre, ProEx Underwriting are authorised and regulated as an insurance intermediary by the Central Bank of Ireland.

## Important Information

This is Your Landlord Rental Home insurance policy. It is a contract of insurance between You and Us, AIG Europe S.A., and is made up of this policy wording, Your Landlord Rental Home Insurance Schedule and Your Statement of Facts. Please read these documents carefully.

Your Statement of Facts is based on all of the information You provided to Us. Please check this information carefully and let Us know immediately if any part of this information is not correct.

Your Landlord Rental Home Insurance Schedule will indicate which cover option You have selected. You should read this Landlord Rental Home Policy wording and Your Landlord Rental Home Insurance Schedule together. Please check these documents carefully to make sure they give You the cover You want. Throughout the body text of this policy wording, **cover limits** are bolded.

## Cooling-Off Period

You have 14 days from the start date of the policy to write to Us at the address shown at the bottom of Your cover confirmation letter if You want to cancel Your Landlord Rental Home Policy. This is known as a cooling-off period. If You cancel Your Landlord Rental Home Policy during this period of time, provided You have not made a claim, We will refund Your premium. However, You will be charged with a pro-rata premium for the period on risk, during the cooling-off period.

## Your Pre-contractual duty of disclosure

You must answer all questions contained in Your application form honestly and with reasonable care. This includes the answers and/or information to any prior application form or Statement of Fact supplied to Us which was previously completed and provided by You. In the event of any inconsistency in Your responses to, or information supplied in the Statement of Fact the most recent

answers and information supplied in the Statement of Fact will prevail.

Failure by You to answer all questions honestly and with reasonable care may result in your policy being cancelled or we may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the Impact of Misrepresentation section, which you should read carefully.

The answers you provide are the basis upon which an insurance cover quotation will be offered or refused. You must contact us immediately or as soon as reasonably possible, if any of the answers or information provided is inaccurate, incorrect or has changed beyond what was reasonably contemplated when the contract of insurance was concluded as this may affect the cover provided and any claims made by you on your policy.

The Impact of any Misrepresentation by you, is as follows:

**(a) Innocent Misrepresentation:**

Where you have answered all questions in your Statement of Facts honestly and with reasonable care but where you made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) we will pay any covered claim event subject to the terms and conditions of your policy.

**(b) Negligent Misrepresentation:**

If you make a negligent misrepresentation or fail to take reasonable care in completing your

Statement of Facts your cover may not fully operate and in the event of a claim we will exercise one of the following remedies:

**(a)** If knowing the full details we would not have entered into the insurance contract, we may avoid the contract, refuse all claims and return any premiums paid by you.

**(b)** If we would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract may be treated as if it had been entered into on those terms.

**(c)** If we would have entered into the insurance contract but have charged a higher premium, we may reduce proportionately the amount to be paid on your claim.

**(d)** Where there is no outstanding claim under the insurance contract, we may either:

- (i)** give notice to you that in the event of a claim we will exercise the remedies in paragraphs (a) to (c), or
- (ii)** terminate the contract by giving reasonable notice to you.

**(c) Fraudulent Misrepresentation:**

If you make a fraudulent misrepresentation or where any conduct by you involves fraud of any kind we shall be entitled to avoid the contract of insurance and refuse any claims.

## Inflation Protection

To protect You against the effects of inflation, Your Buildings and Contents Sum Insured, may be increased in line with an appropriate index\* when Your policy falls due for renewal. If We do increase Your sums insured at renewal time, We will inform You.

If the sums insured on your building and contents are less than the actual replacement value, you may not receive the full settlement associated with a claim. This is known as the Condition of Average, or Average Clause.

\*For Buildings, You may wish to seek guidance from the Society of Chartered Surveyors of Ireland (SCSI) <http://www.scsi.ie> to help inform you in your calculation of your building's sums insured valuation. You may wish to seek an independent review with a quantity surveyor or assessor. Please note that any fee incurred by you in this process is not refundable by AIG.

When calculating the rebuild value of the property if it was completely destroyed you should include the costs associated with demolition, removal of debris, Local Authority and professional fees. You should also consider the cost of replacing all your fixtures and fittings in both your dwelling house and domestic outbuildings.

\*For Contents, You may wish to seek guidance from the **Competition and Consumer Protection Commission (CCPC)** [www.ccpc.ie](http://www.ccpc.ie) to help inform you in your calculation of your content's sums insured valuation. As contents are unique to each individual, it is important that you review all the contents in your property on a room-by-room basis. The Contents sum insured should include all

household goods, personal belongings, domestic contents including those in your garage or outbuildings, such as bicycles, lawnmowers or other domestic tools. Please be aware that although we are applying indexation, this may not fully reflect the change in replacement value and protect you against inflation and the risk of under-insurance. You should consider any home improvements or structural amendments you may have undertaken or additional contents you may have purchased. The sums insured on both buildings and contents should be increased to reflect any changes.

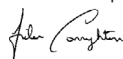
## Contract of Insurance

This Landlord Rental Home insurance policy, which includes and shall be read as one document with Your Landlord Rental Insurance Schedule, Endorsements and Your Statement of Facts, evidences a contract of insurance between You and Us.

Provided You have paid or agreed to pay the premium, We will, subject to the terms, conditions, limitations and exclusions of this policy, provide the insurance as described in the following pages for those sections of the Landlord Rental Home Policy You have chosen. You agree to keep to the conditions of the policy.

Thank You for choosing AIG.

Signed for and on behalf of  
AIG Europe S.A.



Aidan Connaughton  
General Manager, AIG Europe S.A

## Additional Information You Need to Be Aware of

### Governing Law

This Policy is governed by the laws of the Republic of Ireland and any dispute arising from its interpretation will be subject to the exclusive jurisdiction of the Courts of the Republic of Ireland.

### Eversure

Eversure is a registered business name of Arachas Corporate Brokers Ltd. Arachas Corporate Brokers Limited t/a Arachas, Capital Insurance Markets, Capital IM, Covercentre, ProEx Underwriting . Arachas Corporate Brokers Limited t/a Arachas, Capital Insurance Markets, Capital IM, Covercentre, ProEx Underwriting is registered as an insurance intermediary under the European Union (Insurance Distribution) Regulations 2018, and is authorised and regulated by the Central Bank of Ireland.

### Eversure AIG Landlord Rental Home policies

Eversure AIG Landlord Rental Home policies are distributed by Arachas Corporate Brokers Ltd. Arachas Corporate Brokers Limited t/a Arachas, Capital Insurance Markets, Capital IM, Covercentre, ProEx Underwriting distributes home policies to authorised and regulated Insurance intermediaries within the Republic of Ireland only.

### Insurer

The insurer with which Your Landlord Rental Home Insurance contract will be concluded is AIG Europe S.A.

### Sanctions

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

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

All monies which become or may become payable to Us 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 will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act, 1999, as amended.

## Complaints Procedure

AIG Europe S.A. wants to give you the best possible service. If you feel you have cause for complaint you should contact:

The Customer Complaints Officer  
AIG Europe S.A., 30 North Wall Quay,  
IFSC, Dublin 1, D01 R8H7.  
Phone: +353 1 208 1400  
E-mail:

[customercomplaints.ie@aig.com](mailto:customercomplaints.ie@aig.com)

Website: [www.aig.ie/complaints](http://www.aig.ie/complaints)

We will acknowledge the complaint within 5 business days of receiving it, keep the complainant informed of progress and provide an answer within one month (unless specific circumstances prevents us from doing so, in which case the complainant will be informed).

## Complaints to Capital Insurance Markets:

The Eversure team at Capital Insurance markets are dedicated to providing you with a high standard of service and wish to provide the highest level of customer service at all times. You are invited to notify Capital Insurance Markets immediately at the address stated below, about any aspect of the Eversure service or product not meeting your expectations:

The Compliance Officer  
Arachas Corporate Brokers Ltd t/a  
Capital Insurance Markets

The Courtyard  
Carmanhall Road  
Sandyford Business Park  
Sandyford  
Dublin 18  
D18X377  
+353 (1) 406 0300

At any stage, You may contact any of the following:

Insurance Ireland  
Insurance Centre,  
5 Harbourmaster Place,  
IFSC, Dublin 1, D01 E7E8.  
Phone: +353 1 676 1820  
Fax: +353 1 676 1943  
E-mail:  
[feedback@insuranceireland.eu](mailto:feedback@insuranceireland.eu)  
Website:  
<http://www.insuranceireland.eu>

Financial Services and Pensions  
Ombudsman  
3rd Floor, Lincoln House,  
Lincoln Place, Dublin 2, D02 VH29.  
Phone: +353 1 567 7000  
E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

As AIG Europe S.A. is a Luxembourg based insurance company, complainants who are natural persons acting outside of their professional activity may also, in addition to the complaints procedure set out above, if they are not satisfied with AIG's Irish Branch response or in the absence of

response after 90 days:

- raise the complaint with our head office by writing to AIG Europe SA “Service Reclamations Niveau Direction” 35D Avenue JF Kennedy L- 1855 Luxembourg - Grand Duché de Luxembourg or by email at [aigeurope.luxcomplaints@aig.com](mailto:aigeurope.luxcomplaints@aig.com)
- access one of the Luxembourg mediator bodies the contact details of which are available on AIG Europe S.A.’s website: <http://www.aig.lu> or
- lodge a request for an “out of court resolution” process with the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 7 boulevard Joseph II, L-1840 Luxembourg - Grand Duché de Luxembourg or by fax at +352 22 69 10, or by email at [reclamation@caa.lu](mailto:reclamation@caa.lu) or online through the CAA website: <http://www.caa.lu>.

All requests to the CAA or to one of the Luxembourg mediator bodies must be filed in Luxembourgish, German, French or English.

If the insurance contract has been concluded online, the complainant may also use the European Commission’s platform for Online Dispute Resolution (ODR using the following link:

<http://ec.europa.eu/consumers/odr/>  
Following this complaint procedure or making use of one of the above options does not affect the complainant’s right to take legal action.

## How We Use Personal Information

AIG Europe S.A. is committed to protecting the privacy of customers, claimants and other business contacts. “**Personal Information**” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

## The types of Personal Information we may collect and why –

Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for



the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

### **Sharing of Personal Information -**

For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or

regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

**International transfer** - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United Kingdom, the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

### **Security of Personal Information** –

Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

**Your rights** – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to

transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

**Privacy Policy** - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.ie/privacy-policy> or you may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: [dataprotectionofficer.ie@aig.com](mailto:dataprotectionofficer.ie@aig.com).

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AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg.

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

Eversure is a registered business name of Arachas Corporate Brokers Ltd. Arachas Corporate Brokers Ltd t/a Arachas, Capital Insurance Markets, Capital IM, Covercentre, ProEx Underwriting is regulated by the Central Bank of Ireland. Company registration number: 379157.

# Your Landlord Rental Home Policy Definitions

The following words shall have the same meaning wherever they appear in this Landlord Rental Home Policy wording.

## Aerials

Satellite dishes, television or radio aerials, aerial fittings, aerial masts and their plinths.

## Buildings

The Buildings are made up of **two parts**, namely:

1. **The Landlord Rental Home** (which includes garages with direct access and exclusive access from the Landlord Rental Home but not shared garages, car parks or any communal parking facilities), including fixtures and fittings therein and thereon, occupied for residential purposes only, built brick, stone or concrete and roofed substantially with slates, tiles, or other incombustible materials;
- and**
2. Domestic outbuildings, detached garages (but not shared garages,

car parks or any communal parking facilities), swimming pools, tennis courts, including fixtures and fittings therein and thereon, fuel storage tanks, terraces, patios, driveways, footpaths, walls, gates and fences,

**All situate** as stated in Your Landlord Rental Home Insurance Schedule on a site not exceeding **two acres** in area.

## Statement of Facts

A precise record of the answers and/or information You provided to each of the specific questions asked by You at the pre-contractual stage of this contract of insurance, This includes the answers and/or information to any prior pre-contract or renewal form or Statement of Facts supplied to You which was previously completed and provided by You.

You must answer all of the questions on the Statement of Facts honestly and with reasonable care, failure to do so may be regarded as a Misrepresentation.

## Contents

Furniture and Household goods which are used for the provision of rented accommodation, and aerials not exceeding 30 feet in height, all belonging to You (or for which You are legally responsible) in the Landlord Rental Home and domestic outbuildings.

The maximum cover in respect of any one item is **5%** of the Contents sum insured or **€3,000** (whichever is the higher).

The maximum cover in respect of aerials is **€1,000** any one loss.

The maximum cover in respect of contents of locked domestic outbuildings is **€3,000** any one loss.

## Excluding:

- Property otherwise insured;
- Property of any tenant;
- High Value Items as defined below;
- Motor vehicles, (other than mechanically propelled lawnmowers), all water craft (including canoes, rubber dinghies, sail boards, surf boards), caravans,

trailers and aircraft or parts, keys or accessories of, on or in any of them;

- Animals and livestock;
- Personal effects as defined below: clothes and other articles of a strictly personal nature, sports equipment, bicycles;
- Money as defined below: tickets, deeds, bonds, securities for money, manuscripts, certificates, bills of exchange, promissory notes and documents of every kind unless specifically mentioned;
- Property used in connection with any trade or business.

## Domestic Employee

Any employee engaged by You carrying on solely private domestic duties in connection with the Buildings (including repair, maintenance or decoration but excluding work involving structural alterations, roof repairs, demolition, construction or any operation incidental thereto, or farming). Independent contractors and/or consultants and/or their employees are also excluded.

## Endorsement

Any alteration to this policy wording.

## Fungi

Any type or form of fungus, including but not limited to, all forms of mould or mildew and any mycotoxins, spores, scents, vapors, gas or substance

including any by-products produced or released by fungi.

### **Policy Excess**

The amount, shown on Your Landlord Rental Home Insurance Schedule, of any loss You must pay Yourself, unless otherwise indicated within this policy wording.

### **High Value Items**

Cameras, video, audio or home computer equipment or any item, set or collection of jewellery, watches, precious metals, paintings, pictures, other works of art, furs, stamps, coins, and other such items, sets and collections.

### **Landlord Rental Insurance Schedule**

Sets out details of the insurance cover You have purchased.

### **Misrepresentation**

Means any innocent, negligent or fraudulent answer(s) provided by You to any question on the Statement of Facts.

### **Money**

Banknotes, coins, cheques, bank drafts, postal or money orders, stamps (not forming part of a collection), savings stamps and certificates, premium bonds, gift tickets, travel

tickets.

### **Period of Insurance**

The period shown on Your Landlord Rental Home Insurance Schedule and any subsequent period for which We accept a renewal premium.

### **Personal Effects**

Articles normally worn or carried on the person.

### **Statement of Facts**

means a precise record of the information previously supplied to Us by You or by the insurance broker on behalf of You and which information We will continue to rely upon and form the basis of the contract of insurance along with the information provided by You in the Statement of Facts.

### **Sum Insured**

The most We will pay for claims resulting from an event insured.

### **Tenant**

Any person living in the Landlord Rental Home under a rental or lease agreement with You.

### **Tenanted**

The Landlord Rental Home will be considered tenanted when there is a current rental or lease agreement in

place and the tenant continues to reside in the property under that agreement.

### **Untenanted**

The Landlord Rental Home will be considered untenanted when there is no current rental or lease agreement in place or where a tenant has ceased to reside in the property before the expiry of an agreement.

### **Unfurnished**

Not adequately furnished or equipped for normal living purposes. In the case of a newly constructed or renovated house, it will be deemed Unfurnished if either the water or electricity service has not been connected.

### **Unoccupied**

Not stayed in overnight by You, a Tenant or any other person authorised by You.

### **We, Our, Us**

AIG Europe S.A.,  
30 North Wall Quay,  
International Financial Services  
Centre, Dublin 1, D01 R8H7.

### **You, Your**

The person or people shown on Your Landlord Rental Home Insurance Schedule as 'the insured'.

### **All other definitions as detailed in the Policy.**

# Section 1 – Your Buildings Cover

We will cover You by payment (which may be in staged payments) or, at Our option, by reinstatement, replacement or repair, for loss or damage by any of the causes listed in paragraphs numbered 1 to 11, to the Buildings, subject to the terms, limitations, exceptions and exclusions set out in this policy.

In the event of a loss in respect of Buildings, our maximum liability is limited to the Sums Insured stated in Your Landlord Rental Home Insurance Schedule or endorsed thereon, less the amount of the excess stated in Your Landlord Rental Home Insurance Schedule in respect of each loss, except where indicated within the policy wording.

## WHAT YOUR POLICY COVERS (EVENTS INSURED) - LOSS, DESTRUCTION AND/OR DAMAGE CAUSED BY:

## YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR LANDLORD RENTAL HOME INSURANCE SCHEDULE OR LOSS OR DAMAGE:

### 1. Fire, Explosion, Lightning, Earthquake and Thunderbolt

- To properties built prior to 1920 unless rewired in the last 20 years by a certified electrician.

### 2. Smoke

Meaning direct damage from smoke including the sudden and unusual operation of any domestic heater or domestic cooking appliance located within the Buildings.

- To properties built prior to 1920 unless rewired in the last 20 years by a certified electrician;
- By smoke from fireplaces, or any gradually operating cause or process;
- By smog or from agricultural or industrial operations.

### 3. Storm or Flood

- To fences and gates, lawns, hedges, trees, shrubs and plants;
- By frost;
- To roofs constructed with torch-on mineral or other felt exceeding 10 years of age;

#### 4. Freezing, Escape or Overflow of Water from Within any Plumbing or Heating System, Fixed Water Apparatus or Fixed Domestic Appliance.

##### Trace and Access

We will pay up to a maximum of **€750** to remove or replace any part of the Buildings necessary to repair any fixed domestic water, gas or heating installation from which water has escaped.

- To properties that have incurred flood damage in the past 10 years;
- To properties where incorrect information has been given in relation to flood history.

- To properties built prior to 1920 unless re-plumbed in the last 20 years by a certified plumber;
- While the Landlord Rental Home is Unfurnished;
- To any plumbing or heating system, fixed water apparatus or fixed domestic appliance from which the water escapes;
- To any fixed water or heating installation due to wear and tear, rust or gradual deterioration;
- Resulting from escape or overflow water from gutters;
- Caused by the gradual ingress of water from shower units and baths;
- Should You retain any experts or contractors other than those carrying out emergency works without Our express consent. The engagement of these experts or contractors will at all times be subject to Our approval, and We reserve the right to select experts from Our own panel.

##### Increased Policy Excess:

For this event insured, the standard policy excess is increased to **€1,000** for each and every loss incident.



## 5. Escape or Overflow of Oil from Within any Plumbing or Heating System or Fixed Domestic Appliance

### Trace and Access

We will pay up to a maximum of **€750** to remove or replace any part of the Buildings necessary to repair any fixed domestic water or heating installation from which oil has escaped.

- To properties built prior to 1920 unless re-plumbed in the last 20 years by a certified plumber;
- While the Landlord Rental Home is Unfurnished;
- To any plumbing or heating system, fixed water apparatus or fixed domestic appliance from which the oil escapes;
- To any fixed water or heating installation due to wear and tear, rust or gradual deterioration;
- Should You retain any experts or contractors other than those carrying out emergency works without Our express consent. The engagement of these experts or contractors will at all times be subject to Our approval, and We reserve the right to select experts from Our own panel.

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## 6. Stealing (or Attempted Stealing)

- While the Landlord Rental Home is Unfurnished;
- To any part of the Buildings which are loaned let or sub-let unless involving entry or exit by forcible or violent means;
- Where incorrect alarm and security information has been provided.

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## 7. Impact by Aircraft, Aerial Devices or Articles Dropped from them, Rail Vehicles, Road Vehicles or Animals

- To Buildings caused by animals owned by You or a tenant.

**8. Falling Trees and Branches and/or falling External Television/Radio Aerials, Masts and Satellite Dishes**

- Caused by felling of trees or lopping of branches;
- To hedges and fences;
- Arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the policy.

**9. Riot, Civil Commotion, Strikers, Locked-out Workers or Persons Taking Part in Labour Disturbances**

- To boundary walls, hedges, tennis courts, gates, fences, terraces, patios, driveways, footpaths, swimming pools, lawns, trees, shrubs and plants.

**10. Malicious Damage and Vandalism**

- (Other than by malicious fire and explosion):
- While the Landlord Rental Home is Unfurnished;
  - By any person lawfully on the premises or any person invited onto the premises by You, by a member of Your Household or by a tenant;
  - To boundary walls, hedges, tennis courts, gates, fences, terraces, patios, driveways, footpaths, swimming pools, lawns, trees, shrubs and plants.

**11. Subsidence or Heave of the Site on Which the Insured Landlord Rental Home Stands or Landslip**

- To properties that have incurred subsidence damage in the past;
- To properties where incorrect information has been given in relation to subsidence history;
- Resulting from demolition, structural alteration or structural repair;

- Resulting from faulty workmanship, defective design, the use of defective materials, settlement of newly made up ground and coastal, lake or river erosion;
- To boundary walls, gates, fences, terraces, patios, driveways, footpaths, swimming pools and tennis courts unless the Landlord Rental Home is damaged at the same time by this cause;
- Resulting from the bedding down of any structure;
- To solid floor slabs or loss or damage resulting from the movement thereof unless the foundations beneath the external walls of the Landlord Rental Home are damaged by the same cause and at the same time;
- Resulting from tunneling work;
- Should You retain any any experts or contractors other than those carrying out emergency works without Our express consent. The engagement of these experts or contractors will at all times be subject to Our approval, and We reserve the right to select experts from Our own panel,

**Increased Policy Excess:**

For this event insured, the standard policy excess amount is **€1,000** for each and every loss incident.

**Note:** For exclusions which apply to the whole of Your policy see also General Exclusions and the Special Terms and Conditions that apply to Unoccupied Landlord Rental Home Properties.

## Your Buildings Cover Also Includes

### Debris Removal Costs

We will pay for the cost of debris removal, demolition and/or shoring up costs necessarily incurred with Our consent following loss or damage to the Buildings by an insured cause.

The most we will pay in total for any one loss is **15%** of the Buildings sum insured.

### Architects/Surveyors Fees

Architects/surveyors and legal fees necessarily and reasonably incurred, with Our consent in the reinstatement of the Buildings following loss or damage to the Buildings by an insured cause but excluding fees incurred in the preparation of a claim. In addition We are not liable for the fees of any public loss assessors, You may decide to engage.

The most we will pay in total for any one loss is **15%** of the Buildings sum insured.

### Reinstatement of Sum Insured After Loss

The Sums Insured will not be reduced by the amount of any loss.

### Public Authorities Requirements Costs

We will pay the cost of complying with any government, local authority, building or other regulation to the

extent that these apply to parts of the Buildings damaged by an insured cause (but not where notice has been served on You prior to the occurrence of the loss or damage or where We were not advised that the property to be insured is a listed building or a protected structure).

The most we will pay in total for any one loss is **15%** of the Buildings sum insured.

### Purchaser's Interest

If You have contracted to sell the Buildings, the contracting purchaser will have, at Your request, the benefit of this section up to the date of completion of the sale. This extension only applies if the Buildings is not otherwise insured and shall not prejudice Your or Our rights.

### Service Pipes and Cables

We will cover You for accidental damage to service pipes and cables for which You are legally responsible. The total amount payable is limited to **5%** of the Buildings Sum Insured.

### Breakage of Glass and Sanitary Fittings

Accidental breakage of:

1. Fixed glass in doors, windows, skylights, fanlights and verandas;

2. Fixed wash-hand basins, fixed baths, cisterns, fixed sanitary fittings and fixed shower units, glass in fixed furniture, fixed hobs (not moveable cookers) and fixed mirrors.

Excluding loss or damage to swimming pools.

### Clean Up Expenses

Vouched expenses incurred to clean up (but not to landscape), following escape of oil from any fixed domestic heating system or appliance will be paid, subject to a maximum amount of **€1,000** and provided no payment is made under Contents cover on this or any other insurance policy.

Excluding loss or damage while the Landlord Rental Home Unfurnished

### Door Locks Replacement

We will pay the cost of replacing external door locks and keys of Your Buildings, specified in Your Landlord Rental Home Insurance Schedule, where the keys of such locks have been stolen following a break in at the Landlord Rental Home or following an assault on You or a member of Your Household.

The maximum amount payable will be **€500**.

### Fire Brigade Charges

We will pay the cost of the charges made on You by a local authority (as permitted by legislation) for Fire Brigade attendance, as a result of any incident which is insured by Your policy. The maximum amount payable will be **€1,000**.

### Title Deeds

The cost of preparing new title deeds to the Buildings if they are lost or damaged while in the Landlord Rental Home or in Your bank for safe-keeping.

The maximum amount payable is **€750**.

## Loss of Rent Cover

Provided the Landlord Rental Home is tenanted at the time of a loss, we will pay for loss of rent You should have received but were unable to collect while the Landlord Rental Home was unfit to live in as a result of loss or damage by an insured cause.

This cover is limited to the period necessary for reinstatement and the total amount payable is limited to **20%** of the Buildings Sum Insured or the equivalent of **12 months** rent, whichever is the lesser.

If the Landlord Rental Home is untenanted at the time of the loss, the equivalent of three months rent will be deducted from the total amount payable. The total amount payable is also limited to the rent that could have been reasonably expected to be received given the pre-loss condition and rental prospects of the insured Landlord Rental Home.

## What is not Covered under Loss of Rent

1. Any rent owed by Tenants to You for a period prior to the loss;
2. Any share of rents or any other charges or expenses payable to letting agents;
3. Loss of rent for any part of the Buildings used for anything other than domestic accommodation;

4. Loss of rent after the Landlord Rental Home is fit to be let;
5. The refunding of any deposits to tenants.

**Note:** For exclusions which apply to the whole of Your policy see also General Exclusions and the Special Terms and Conditions that apply to Unoccupied Landlord Rental Home Properties.

# Section 2 – Your Contents Cover

We will cover You by payment (which may be in staged payments) or, at Our option, by reinstatement, replacement or repair, for loss or damage by any of the causes listed in paragraphs numbered 1 to 11, to the Contents, subject to the terms, limitations, exceptions and exclusions set out in this policy.

In the event of a loss in respect of Contents our maximum liability is limited to the Sums Insured stated in Your Landlord Rental Home Insurance Schedule or endorsed thereon, less the amount of the excess stated in Your Landlord Rental Home Insurance Schedule in respect of each loss, except where indicated within the policy wording.

## WHAT YOUR POLICY COVERS (EVENTS INSURED) LOSS, DESTRUCTION AND/OR DAMAGE CAUSED BY:

## YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR LANDLORD RENTAL HOME INSURANCE SCHEDULE OR LOSS OR DAMAGE:

### 1. Fire, Explosion, Lightning, Earthquake and Thunderbolt

- To properties built prior to 1920 unless rewired in the last 20 years by a certified electrician.

### 2. Smoke

Meaning direct damage from smoke including the sudden and unusual operation of any domestic heater or domestic cooking appliance located within the Buildings.

- To properties built prior to 1920 unless rewired in the last 20 years by a certified electrician;
- By smoke from fireplaces or any gradually operating cause or process;
- By smog or from agricultural or industrial operations.

### 3. Storm or Flood

- By frost.
- To properties that have incurred flood damage in the past 10 years;
- To properties where incorrect information has been given in relation to flood history.

#### 4. Freezing, Escape or Overflow of Water from Within any Plumbing or Heating System, Fixed Water Apparatus or Fixed Domestic Appliance.

##### Trace and Access

We will pay up to a maximum of **€750** to remove or replace any part of the Buildings necessary to repair any fixed domestic water, gas or heating installation from which water has escaped but only if no payment has been made under the buildings cover of this or any other policy.

- To properties built prior to 1920 unless re-plumbed in the last 20 years by a certified plumber;
- While the Landlord Rental Home is Unfurnished;
- Resulting from escape or overflow water from gutters;
- Caused by the gradual ingress of water from shower units and baths.

##### Increased Policy Excess:

For this event insured, the standard policy excess amount is increased to **€1,000** for each and every loss incident.

#### 5. Escape or Overflow of Oil from Within any Plumbing or Heating System or Fixed Domestic Appliance

##### Trace and Access

We will pay up to a maximum of **€750** to remove or replace any part of the Buildings necessary to repair any fixed domestic water or heating installation from which oil has escaped but only if no payment has been made under the buildings cover of this or any other policy.

- To properties built prior to 1920 unless re-plumbed in the last 20 years by a certified plumber;
- While the Landlord Rental Home is Unfurnished;
- To any plumbing or heating system, fixed water apparatus or fixed domestic appliance or tank from which the oil escapes;
- To any fixed water or heating installation due to wear and tear, rust or gradual deterioration;
- Should You retain any experts or contractors other than those carrying out emergency works without Our express consent. The engagement of these experts or contractors will at all times be subject to Our approval, and We reserve the right to select experts from Our own panel;



**6. Stealing (or Attempted Stealing)**

- To any part of the Buildings which are loaned, let or sub-let unless involving entry or exit by forcible or violent means;
- Where incorrect alarm and security information has been provided.

**7. Impact by Aircraft, Aerial Devices or Articles dropped from them, Rail Vehicles, Road Vehicles or Animals**

- To Contents caused by animals owned by You or by a tenant.

**8. Falling Trees and Branches and/or falling External Television/Radio Aerials, Masts and Satellite Dishes**

- Caused by felling of trees or lopping of branches;
- Damage to aerials;
- Arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the policy.

**9. Riot, Civil Commotion, Strikers, Locked-Out Workers or Persons Taking Part in Labour Disturbances**

**10. Malicious Damage and Vandalism**

- (Other than by malicious fire and explosion):
- By any person lawfully on the premises or any person invited onto the premises by You, by a member of Your Household or by a Tenant;
  - While the Landlord Rental Home is Unfurnished.

## 11. Subsidence or Heave of the Site on which the Landlord Rental Home stands or Landslip

- To properties that have incurred subsidence damage in the past;
- To properties where incorrect information has been given in relation to subsidence history;
- To the Contents unless the Landlord Rental Home is damaged simultaneously.

**Note:** For exclusions which apply to the whole of Your policy see also General Exclusions and the Special Terms and Conditions that apply to Unoccupied Landlord Rental Home Properties.

## Your Contents Cover Also includes

### Reinstatement of Sum Insured After Loss

The Sums Insured will not be reduced by the amount of any loss.

### Satellite Dishes, Television/Radio Aerials and Masts

We will cover You for loss or damage to external satellite dishes, television/radio aerials and masts not exceeding 30 feet in height but subject to a maximum amount of **€1,000** any one loss.

# Section 3 – Your Liability to Others as Owner of the Buildings

(This section is automatically included)

## Restriction in Cover for Contents Only Policies

If Section 1 Buildings is not operative then cover provided by this Section 3 is limited to accidents happening inside the Landlord Rental Home.

### WHAT YOUR POLICY COVERS (EVENT INSURED)

We will cover You against all sums which You shall become legally liable to pay as owner of the Buildings only for accidents happening in or about the Buildings which result in:

- (i) death, bodily injury or illness to any person other than:
  - You
  - employees of You
- (ii) accidental damage to property other than property belonging to or under the control of
  - You
  - employees of You

The amount payable in respect of any one event or series of events under this policy (including any other section of the policy) constituting one occurrence will not exceed **€3,000,000** inclusive of all legal fees and other expenses.

### YOUR POLICY DOES NOT COVER LIABILITY IN RESPECT OF:

- any action for damage brought in a Court of Law outside the Republic of Ireland;
- the ownership or use of any land or building other than the Buildings specified in Your Landlord Rental Insurance Schedule;
- the occupation of any land or building;
- the ownership or use of any lift owned by You or for the maintenance of which you are responsible;
- the exercise of any profession, trade or business other than the provision of rented accommodation at the Insured Landlord Rental Home Property;
- any willful or malicious act;
- arising from work of a construction or reconstruction nature or structural alterations or demolition, or any operation incidental thereto;
- the transmission of any communicable disease;
- matters arising in a personal capacity other than as owner of the Buildings;

In the event of Your death We will, in respect of liability incurred by You, cover Your personal representatives in the terms of and subject to the limitations set out, provided that such personal representatives will, as though they were the Insured, observe, fulfill and be subject to the terms, exceptions and conditions of the Policy insofar as they can apply.

- any contract which imposed on You liability which You would not otherwise have been under.

**Note:** For exclusions which apply to the whole of Your policy see also General Exclusions and the Special Terms and Conditions that apply to Unoccupied Landlord Rental Home Properties.

# Section 4 – Your Liability to Domestic Employees

(This section is automatically included)

## WHAT YOUR POLICY COVERS (EVENT INSURED)

### Liability to Domestic Employees

We will cover You against all sums which You shall become legally liable to pay as employer for death, bodily injury or illness to any Domestic Employee while in Your employment in connection with the Buildings. The amount payable in respect of any one event or series of events constituting one occurrence under this policy (including any other section of the policy) shall not exceed **€3,000,000** inclusive of all legal fees and other expenses.

## YOUR POLICY DOES NOT COVER LIABILITY IN RESPECT OF:

- Any action for damage brought in a court of law outside the Republic of Ireland;
- Any agreement unless liability would have otherwise applied;
- Any willful or malicious damage;
- Death, bodily injury or illness arising from work of a construction or reconstruction nature or structural alterations or demolition or any operation incidental thereto;
- Accidents to independent consultants or contractors and/or their employees;
- Death, bodily injury or illness caused to Tenant.

**Note:** For exclusions which apply to the whole of Your policy see also General Exclusions and the Special Terms and Conditions that apply to Unoccupied Landlord Rental Home Properties.

# How Claims will Be Settled

## For Buildings (Section 1)

### When Buildings Claims are Settled on a New for Old basis

Any admitted claim (excluding claims in respect of felt roofs) will be settled on a new for old basis without deduction for wear, tear or depreciation, provided:

1. The Buildings have been maintained in good repair;
2. The Buildings Sum Insured at the time of a loss is not less than the full cost of rebuilding the entire buildings as defined inclusive of fees and removal of debris;
3. Repair or replacement is carried out without undue delay.

Otherwise, claims will be settled with an appropriate deduction for wear, tear and depreciation.

### When Deduction Adjustment Made for Wear, Tear and Depreciation

#### Claims in Respect of Felt Roofs

Claims in respect of felt roofs, will (subject to the exclusion under paragraph 3 – Storm and Flood) be settled with an appropriate deduction for wear, tear and depreciation.

## For Contents (Section 2)

### When Claims are Settled on a New for Old basis

Provided that, at the time of a loss, the Contents Sum Insured is adequate to replace all of the contents as new, any admitted claim (excluding claims for items listed as below) will be settled on a new for old basis, as follows:

1. Total loss or destruction will be settled without deduction for wear, tear or depreciation;
2. Partial loss will be settled by payment of the cost of repair (if repairs can be made) and subject to this cost not exceeding the replacement value of the property as new.

Otherwise, claims will be settled with an appropriate deduction for wear, tear and depreciation.

### When Claims are Settled with a Deduction Made for Wear, Tear and Depreciation

All claims for:

1. Household linen, wearing apparel, sporting equipment and bicycles;

2. Any of the following if they are over 3 years old: carpets, floor covering and timber flooring; TV, audio, video, computer or recording equipment and ancillary material including CDs, tapes, records and software will be settled with an appropriate deduction for wear, tear and depreciation.

### **Our Limit of Liability – Buildings and Contents Sum Insured**

In the event of a loss in respect of Buildings or Contents our maximum liability is limited to the Sums Insured stated in Your Landlord Rental Home Insurance Schedule or endorsed hereon.

### **Excess Amounts will be Deducted**

We will deduct the amount of the excess stated in Your Landlord Rental Home Insurance Schedule or elsewhere in the policy wording in respect of each loss.



# Untenanted Landlord Rental Home Properties Special Terms and Conditions

## Please read carefully.

Whenever the Landlord Rental Home Buildings becomes untenanted for a period exceeding 35 days then You must ensure that:

- (a) The water is turned off at the mains and the entire water system (including the water tank) is drained;
- (b) The Landlord Rental Home Buildings are visited and inspected at least once every 7 days.

(We recommend, for Your own protection, that these measures be implemented as soon as possible after You become aware that the Landlord Rental Home Buildings will be or are Untenanted.)

In addition, the following cover restrictions also apply:

- (1) The Policy Excess stated in Your Landlord Rental Home Insurance Schedule will be increased to **€1,000** and
- (2) The following events insured will not be covered:
  - Theft or attempted theft;
  - Malicious acts or vandalism;
  - Riot, civil commotion, strikes, labour or political disturbances;

- Escape of water or oil from any fixed domestic appliance, tank or system.

The inspections referred to in (b) above must make sure that:

- (1) The water remains turned off at the mains and that the water system and the water tank remain drained;
- (2) All outside doors are securely locked;
- (3) All ground floor and accessible upper floor windows are securely fastened and any broken windows boarded up and repaired without delay;
- (4) The Landlord Rental Home Buildings remain free from waste materials and fuel.

If the Landlord Rental Home Buildings are broken into or vandalised, You must:

- (1) Immediately make the Landlord Rental Home Buildings safe and secure;
- (2) Follow the claims procedure set out in this policy wording, and
- (3) Keep a record of any necessary work carried out.

# What to Do if an Event Insured Occurs

## Our Home Insurance Claims Helpline

If You do need to make a claim please contact our Home Insurance Claims Helpline at **01 8599700**. Our staff will be glad to help You and advise You how to proceed.

Where we need to discuss Your claim You will be contacted as soon as possible to make an appointment.

If You have any queries or if You need any advice in making Your claim just contact Us and We will be happy to help You.

When necessary – in the case of broken windows or burst pipes for example – You should have emergency repairs carried out immediately to prevent possible further damage to Your property.

## Emergency Home Assist Helpline

We also provide an emergency 24-hour Home Assist emergency helpline which can provide You with a connection to an approved network of repairers (plumbers, electricians, glaziers, locksmiths, roofers etc.) to help alleviate the effects of a loss as quickly as possible. This is particularly useful when damage is discovered suddenly, especially outside of normal office hours.

The phone number for this service is **0818 112 224**.

The cost of this service must be borne by You. However, if the cost is covered by this Landlord Rental Home Policy then We will reimburse You as part of the claim settlement.

## To Make a Home Insurance Claim You May Have to:

1. Complete and return a claim form;
2. Submit estimates with Your claim;
3. Wait until the estimate has been agreed by Us before You can proceed with repairs/redecoration;
4. Retain all damaged property for inspection by Us.

## If Your Property is Stolen or Damaged Maliciously

If Your property has been stolen or maliciously damaged, or if You lose a valuable item, You must inform the Gardaí or Police as soon as possible. You will receive the Garda report form with Your claim form which you will need to have completed by the Gardai to evidence that the matter was reported.

## If Someone Else is Injured or Their Property is Damaged You Must:

1. Send written details to Us as soon as possible. It is vital that We deal with such claims on Your behalf.

2. Send to us any letters or documents You receive unanswered and without delay.

### Things You Must Not Do:

1. Proceed with repairs (other than emergency repairs necessary to limit damage) or investigative work without Our prior approval;
2. Negotiate, admit or repudiate (deny) any claim without Our written consent, or allow any other person insured under this policy, or anyone else acting on Your behalf to do so.

### If an Insured Event Occurs We are Entitled to

1. Take over and conduct in Your name, or in the name of any other person covered by this policy, the defence or settlement of any legal action;
2. Take proceedings at Our own expense and for Our own benefit, but in Your name, or in the name of any other person covered by this policy, to recover any payment We have made under this policy;
3. Receive all necessary assistance from You or any other person covered by this policy;
4. Enter any building where loss or damage has occurred and deal with any salvage in a reasonable manner. However, no property may be abandoned to Us.

### Disagreement Over a Claim – Arbitration

All differences arising out of this policy shall be referred to the decision of an arbitrator to be appointed by the parties or failing agreement by the President for the time being of the Incorporated Law Society of Ireland. Where any difference is referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of the disclaimer of the liability shall be deemed to have been abandoned.

**Important: This condition does not affect Your right to refer any claim or query to the office of the Financial Services and Pensions Ombudsman.**

### How Home Insurance Claims Will Be Settled

We will settle Your claim by replacing the items, paying You their cash value or by repairing or rebuilding them (We will decide which).

If Your property is only partly damaged, We will pay for it to be repaired or rebuilt (which may be in staged payments) only if the repair or rebuild is actually done. If it is not

done, We will pay You:

1. The amount by which the property has decreased in value because of the damage; or
2. The estimated cost of the repair, whichever is the lowest.

If You are insured for Your Buildings and Your Contents under the same policy, We will deduct the excess under only one cover if You make a claim under both covers for the same incident.

### **Matching Pairs or Sets**

We treat each separate item of a matching pair or set, or set of furniture, sanitary suite or fittings, soft furnishings or other fixtures and fittings, as a single item. We will only pay for lost or damaged items. We will not pay for the cost of replacing, recovering or remodelling undamaged pieces, or pieces which have not been lost or damaged, just because it forms part of a set, suite or one of a number of items similar in nature, colour or design. If an item in a set is lost or damaged, the other pieces of the set may lose some value, even if they have not been physically damaged themselves.

This loss of value is not covered by the policy.

### **Matching Carpets**

If You have a matching carpet or other floor covering in more than one room or area, We treat each room or area as separate. We will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

# Important Information – Policy Terms and Conditions

## Basis of the Contract

This Landlord Rental Home insurance contract is based on Your Statement of Facts, this policy wording and Your Landlord Rental Insurance Schedule. When You arranged this insurance You gave Us information which is shown on Your Statement of Facts.

## Statement of Facts

You must answer all questions on the Statement of Facts honestly and with reasonable care. This includes the answers and/or information to any prior pre-contract application or renewal form or Statement of Facts supplied to Us which was previously completed and provided by You. In the event of any inconsistency in Your responses to, or information supplied in the Statement of Facts the most recent answers and information supplied in the Statement of Facts will prevail.

Failure by You to answer all questions honestly and with reasonable care may result in this Policy being cancelled or We may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the Impact of Misrepresentation condition.

You must either immediately or as soon as reasonably possible inform Us if any of the answers or information given in the Statement of Facts is inaccurate or has changed.

## Impact of Misrepresentation

The impact of any Misrepresentation by You to any of the answers provided on the Statement of Facts is as follows:

### (a) Innocent Misrepresentation:

Where You have answered all questions in the Statement of Facts honestly and with reasonable care but where You made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) the Insurer will pay any covered claim event subject to the terms and conditions of this Policy.

### (b) Negligent Misrepresentation:

If You make a negligent misrepresentation or fail to take reasonable care in completing the Statement of Facts the cover under this Policy may not fully operate and in the event of a claim We will exercise one of the following remedies:

- (a) If knowing the full details We would not have entered into the insurance contract, We may avoid the contract, refuse all claims and return any premiums paid by You.
- (b) If We would entered into the contract of insurance but have charged a higher premium, We may reduce proportionately the amount to be paid on the claim.
- (c) Where there is no outstanding claim under the contract of insurance, We may either:
  - (i) give notice to You that in the event of a claim We will exercise the remedies in paragraphs (a) to (c), or

(ii) terminate the contract by giving reasonable notice to You.

### **(c) Fraudulent Misrepresentation:**

If You make a fraudulent misrepresentation or where any conduct by You or Insured involves fraud of any kind We shall be entitled to avoid the contract of insurance and refuse any claims.

### **Cooling Off Period**

You have 14 working days from the start date of this policy to cancel the cover without penalty. You will however be charged a pro rata premium for the period You were on cover. We will require Your cancellation request to be in writing (by email or letter) with Your policy number details included. Your cancellation will only take effect upon our receipt of Your written cancellation request.

### **Your Right to Cancel**

If You need to cancel Your policy please contact your insurance broker. If at any time, you decide to cancel your policy (provided the duration of the contract is not less than one month), and you do so in writing, by email or letter, the Insurer will not impose any financial cost other than the cost of the premium for the period of cover.

However, if you have arranged your insurance policy through an authorised and regulated insurance

intermediary you may also be liable to pay a fee to that intermediary. Your intermediary's terms of business, will confirm such information for you.

Cancelling any direct debit instructions does not mean You have cancelled the policy.

If no claims have been made during the period of insurance, We will refund a percentage of the premium in proportion to the period of insurance left unused. This is subject to administration charges We may make, please refer to the Terms of Business agreement [www.aig.ie](http://www.aig.ie).

If We have paid a claim You must pay the full annual premium and You will not be entitled to any refund.

### **Our Right to Cancel**

We can cancel this policy by sending You 14 days' notice by registered post to Your last known address. We will refund a percentage of the premium in proportion to the period of insurance left unused. This is subject to administration charges We may make; please refer to the Terms of Business agreement.

## **Cancelling Your Policy – What You Need To Do**

If You need to cancel Your policy please contact your insurance broker.

You have 14 days from the start date of the policy to cancel the cover without penalty.

## **Alteration of Risk**

You must either immediately or as soon as reasonably possible inform Us if any of the answers or information given in the Statement of Facts is inaccurate or has changed. Failure to do so may be regarded as a Misrepresentation and this Policy may be voided in respect of any risk or item thereof in regard to which there is any alteration which changes the subject matter of this Insurance (please refer to Impact of Misrepresentation section).

## **Maintenance and Security – What You Need To Do**

You must keep the Buildings in good repair and take all reasonable precautions to ensure the safety of the property insured and to prevent accidents. The external doors of the Landlord Rental Home must be securely locked and the windows securely fastened whilst the Landlord Rental Home is left Unoccupied.

## **Mortgagee Clause**

The interest of a mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor (or occupier of the Buildings) whereby the risk of loss or damage is increased without the authority or knowledge of the mortgagee, provided the mortgagee shall, immediately on becoming aware thereof, give notice in writing to Us and on demand, pay such additional premium as We may require.

## **No Claims Discount**

Your policy may be subject to a no claims discount. If this is the case it will be included in the premium breakdown section of Your Landlord Rental Home Insurance Schedule. In the event of a claim during the Period of Insurance, Your no claims discount will be withdrawn at the subsequent renewal.

## **Other Insurances**

If at the time of any incident, which results in a claim under this policy, there is any other insurance covering the same liability, loss or damage, We will pay only Our ratable share.

## **Your Duty of Care**

You must take reasonable care to:

1. Keep Your Landlord Rental Home in a good state of repair; and
2. Avoid or limit any loss, damage or injury.

### Sanctions

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

### Subrogation

In the event of any payment under this Policy, We shall be subrogated to the extent of such payment to all of Your rights of recovery, contribution and indemnity and You will provide all reasonable assistance and will do nothing to prejudice such rights. Without prejudice to the foregoing, We will not exercise Our rights of subrogation in connection with a claim under this Policy if it is not permitted to do so under sections 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

### Third Party Contract Rights

A person who is not party to this contract of insurance or otherwise to enforce any term of this contract. Without, prejudice to the aforementioned the third party can bring a claim against Us under this Policy where the Insured has died, cannot be found or is insolvent, or where the court considers it just and equitable to allow such third party claim proceed.



# General Policy Exclusions

(These apply to the whole policy)

## War and Terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, we shall not be liable in respect of liability, loss, damage, of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition by or under the order of any Government or public or local authority

2. Any act of terrorism.

An act of terrorism means an act, including but not limited to 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 other purposes, including the intention to influence any

government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1. and/or 2. above.

If We allege that by reason of this exclusion any liability, loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon You. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## Cyber Risk

This Policy does not apply to liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

1. The loss of, alteration of or damage to; or
2. A reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-

computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or Trojan horse.

## **We Shall Not be Liable For:**

### **Radioactive Contamination**

1. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or,
2. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **Sonic Boom**

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

### **Confiscation**

Loss of or damage due to confiscation, requisition or destruction by order of any Government, or Public or Local Authority.

### **Consequential Loss**

Consequential loss or damage of any kind except as set out in this policy.

### **Fees (incurred in the preparation of any claim)**

Fees incurred in the preparation of any claim including fees of Public Loss Assessors and/or fees associated with the preparation or presentation of any claim.

### **Fungi**

Any loss, damage or liability directly or indirectly caused by the presence, growth, proliferation, spread or any activity of fungi, wet or dry rot or bacteria. Whenever fungi, wet or dry rot or bacteria occur, they and any resulting loss are always excluded under this policy, howsoever caused. In addition, there is no cover to test for, monitor, clean up, remove, remediate, contain, treat, de-toxify, neutralize, or in any way respond to or access the effects of fungi, wet or dry rot, or bacteria.

### **Damage caused by Wear, Tear and as Undernoted:**

1. Wear, tear, rust or corrosion;
2. Gradual deterioration or any

- gradually operating cause;
3. The cost of maintenance;
  4. Mildew, rising damp, dry/wet rot, moth, vermin, atmospheric or climatic conditions;
  5. Damage caused by any process of cleaning, dyeing, repairing or restoring any article;
  6. Mechanical, electrical or electronic defects, breakdown or malfunction.

### **Business, Trade or Professional Purposes**

This policy does not provide cover for any property held in connection with any business, trade or professional purpose.

# Endorsements

## (Operative only if indicated on Your Landlord Rental Home Insurance Schedule)

### H1 - Minimum Security Clause

It is a condition of Your policy that:

1. All external doors are fitted with mortice deadlocks or deadlocking rim latches;
2. French windows and/or patio doors are fitted with appropriate security locks necessitating key release;
3. All ground floor and other accessible opening windows\* are fitted with effective locking mechanisms.

(\*excluding windows of rooms that are used as sleeping accommodation)

### H2 - Burglar Alarm Clause

It is a condition of Your policy that a working approved\* burglar alarm is installed at the Buildings as described on Your Statement of Fact. You have agreed to maintain the burglar alarm as advised to Us, in accordance with the supplier's recommendations and to have the alarm switched on and in service on all practical occasions.

(\*Since 1st August 2006, the Private Security Authority (PSA) has made the licensing of Intruder Alarm Installers mandatory. See [www.psa.gov.ie](http://www.psa.gov.ie) for further details)

### H3 - Smoke Alarm Clause

It is a condition of Your policy that two smoke detectors/alarms are installed at the Buildings and that You agree to maintain these in accordance with the supplier's recommendations, to have them switched on and in service on all practical occasions.

### H14 - Fire Cover Only Applies

The insurance provided by this Landlord Rental Home insurance policy is limited to the events insured: Fire, Explosion, Lightning, Earthquake and Thunderbolt. No other insurance cover is provided by this Landlord Rental Home insurance policy while this endorsement applies.

### H15 - Mortgagees Clause

The interest of the mortgagee shall not be prejudiced by an act or negligence by You, or any tenant that increases the danger of damage without the authority or knowledge of the mortgagee provided that the mortgagee as soon as reasonably possible after becoming aware of the danger shall give notice to Us and pay an additional premium if required.

### H16 - Fire and Owner's Liability Cover Only Applies

The insurance provided by this

Landlord Rental Home insurance policy is limited to the events insured:

1. Fire, Explosion, Lightning, Earthquake and Thunderbolt and
2. Liability to Others as Owner of the Buildings.

No other insurance is provided by this Landlord Rental Home insurance policy while this endorsement applies.

### **H18 - Increased Excess - Buildings and Contents**

The standard (or compulsory) policy excess of **€500** applicable to Sections 1 and 2 of the Rental Home insurance policy is increased to that shown on Your Landlord Rental Home Insurance Schedule.

### **H20 - Increased Excess - Water Peril**

It is agreed that the **€1,000** Policy Excess amount stated in this policy wording under Sections 1 and 2 is increased to that shown on Your Landlord Rental Home Insurance Schedule only in respect of Events Insured sub-section 4 of Section 1 - Buildings and Events Insured sub-section 4 of Section 2 -Contents. Furthermore, the Policy Excess is increased for any accidental damage loss (if this optional extra cover, Event Insured sub-section 12 is shown as operative on Your Landlord Rental

Home Insurance Schedule), if associated with the water peril only.

### **H21 - Increased Excess - Flood Peril**

It is agreed that for the peril of flood only, noted in Event Insured sub-section 3 of section 1 and Event Insured sub-section 3 of section 2 the policy excess amount is increased to that shown on Your Landlord Rental Home Insurance Schedule. In addition, this increased Policy Excess amount applies to any accidental damage loss (if this optional extra cover, Event Insured sub-section 12 is shown as operative on Your Landlord Rental Home Insurance Schedule), if associated with the flood peril only.

### **H22 - Increased Excess - Subsidence Peril**

It is agreed that for the peril of subsidence or heave or landslip only (noted in Event Insured sub-section 11 of section 1 and Event Insured sub-section 11 of section 2) the **€1,000** Policy Excess amount stated in this policy wording is increased to that shown on Your Landlord Rental Home Insurance Schedule. In addition, this increased Policy Excess amount applies to any accidental damage loss (if this optional extra cover, Event Insured sub-section 12 is shown as operative on Your Landlord Rental

Home Insurance Schedule), associated with the peril of subsidence, heave, or landslip.

### **H23 - Excluding Water Peril**

It is agreed that Event Insured sub-section 4 of section 1 - Buildings and Event Insured sub-section 4 of section 2 - Contents is deleted from this policy wording. In addition, accidental damage cover is excluded (if this optional extra cover, Event Insured sub-section 12 is shown as operative on Your Landlord Rental Home Insurance Schedule), if associated with the peril of water.

### **H24 - Increased Excess - Stealing**

(or Attempted Stealing) Peril  
The standard policy excess amount of €500 applicable to event insured 6 Stealing (or Attempted Stealing) under Sections 1 and 2 of this Landlord Rental home insurance policy is increased to that shown on Your Landlord Rental home insurance Schedule.

### **H25 - Excluding Subsidence Peril**

It is agreed that Event Insured subsection 11 of section 1 - Buildings and Event Insured sub-section 11 of section 2 - Contents is deleted from this policy wording. In addition, accidental damage cover is excluded (if this optional extra cover, Event Insured sub-section 12 is shown as

operative on Your Landlord Rental home insurance Schedule), if associated with the peril of subsidence.

### **H27 - Average Clause - Buildings**

If at the time of a loss or damage the sum insured is less than the full rebuilding cost of the buildings as defined, We will pay only for the proportion of the loss or damage which the sum insured bears to such cost.

### **H28 - Average Clause - Contents**

If at the time of a loss or damage the sum insured is less than the cost of replacing all the contents as new, less an allowance for wear and tear for items listed in "How Claims will Be Settled" section of this policy wording, We will pay only for the proportion of the loss or damage which the sum insured bears to such cost.



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