

# policy document / **release insurance**



**great service and  
better benefits**

June 2015



# Useful phone numbers



## Claims

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

**1890 24 7 365**

## Emergency Home Assistance

If you need emergency home assistance, please phone this number day or night.

**1890 253 347**

# Welcome to your AXA investment property insurance policy

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

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

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

Please read it carefully and if you have any questions, please contact your local AXA branch office.

## Here to help

Please look out for the 'Here to help' mark. It will help you find your way around our policy document and let you know about important information.



**Here to help**

# Need to find something quickly?

Your policy schedule will show the cover you have chosen.

If the question is...	then look at page
My home has been damaged, what do I do?	40
What does claiming do to my premium?	11
How much of a claim do I have to pay?	14
If part of a matching set (for example, a three-piece suite) is destroyed, can I claim for a new set?	9
I discovered water marks on the ceiling, am I insured?	20



Here to help

# And if your question is one of these...

- I'm thinking of buying another property, what do I do?
- I'm thinking of extending the property, am I covered?
- I want to change my cover, how do I do this?

Contact your AXA branch office and they will help you.

# Contents of your policy

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# Caring for you

There may be times when you feel you do not receive the service you expect from us.

This is our complaints process to help you.

- For a complaint about your policy, contact your local AXA Insurance branch.
- For a complaint about your claim, contact our claims action line on 1890 24 7 365.
- If your complaint relates to Section D “Emergency Home Assistance” please note the separate Complaints procedure.

If we cannot sort out your complaint, you can contact our Customer Care Department on 1890 211850 or:

- email [axacustomer care@axa.ie](mailto:axacustomer care@axa.ie); or
- write to AXA Insurance, Customer Care, Freepost, Dublin 1.

If you are unhappy with the way we have dealt with your complaint, you may be able to refer the matter to:

- the Financial Services Ombudsman’s Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Locall: 1890 88 20 90. Fax: 01 6620890.  
Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)  
Website: [www.financialombudsman.ie](http://www.financialombudsman.ie)

Our promise to you

- We will reply to your complaint within 5 working days
- We will investigate your complaint.
- We will keep you informed of progress.
- We will do everything possible to sort out your complaint.
- We will use feedback from you to improve our service.

# Your policy wording

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

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

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

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

Your policy includes:

- the policy wording in this booklet;
- the schedule; and
- any endorsement that applies.

As long as you have paid or agreed to pay the premium and any further premium we may need, we will cover injury, loss or damage which happens during the period of insurance and provide insurance as described in the following pages for these sections you have chosen.

On behalf of AXA Insurance Limited

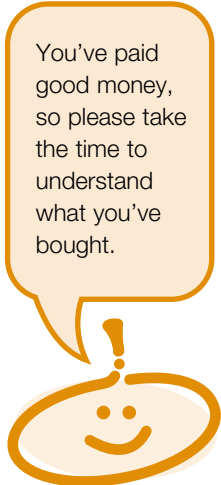


Chief Executive

AXA Insurance Limited

Registered number: 136155

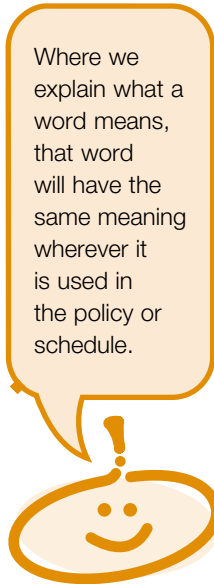
Registered Office: Wolfe Tone House, Wolfe Tone Street, Dublin 1



You've paid good money, so please take the time to understand what you've bought.

**Here to help**

# Definitions in this policy



Here to help

The following words have the same meaning wherever used in the policy or schedule.

**We, our, us** – AXA Insurance Limited

**You, your** – the person named as the policyholder in the schedule.

**The schedule** – the schedule is part of your policy. It includes your details, the dates of insurance and the property insured.

**The period of insurance** – the period for which we have accepted your first or any further premium.

**Excess** – the first part of any claim which you have to pay.

**Endorsement** – an alteration to the terms of the policy.

**The buildings** – the private home shown in the schedule and the following if they form part of the property:

- a Domestic greenhouses, tennis hard courts, swimming pools, terraces, patios, drives, footpaths, walls, gates, fences, hedges and septic tanks, all within the boundaries of the land belonging to the private home.
- b Landlord's fixtures and fittings and decorations inside the home.

**Contents** – You can find the definition of contents within the contents section of this policy booklet. This includes the definition of household goods and personal effects.

**Home** – a self-contained private house, bungalow, maisonette or a flat or apartment within a block of flats or complex.



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

**Unoccupied** – not lived in by you or any other person with your permission.

**Unfurnished** – does not contain enough furniture for normal living purposes.

**Employee means –**

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

**Business** – owning or managing the building.

**Standard construction** – Built entirely of brick, stone or concrete and roofed entirely with slates, tiles or with concrete.

We explain other words elsewhere in the policy or schedule.

# Understanding your policy

We have designed our policy to help you to understand the cover provided. You will find these headings on many of the pages.

What is covered	What is not covered
These sections are printed in black on a white background and give detailed information on the insurance provided.	These sections are printed in an orange colour on a pale-orange background and draw your attention to what is not covered by your policy.



Here to help

# How we settle claims

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

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

## Matching sets and suites

We treat one item of a matching set of items or suite of furniture or sanitaryware or other bathroom fittings as a single item. We will pay you for individual damaged items but not for the other undamaged pieces. However, we will pay for replacing undamaged parts of a bathroom suite if we cannot find replacements to the damaged parts.

## Claims retention

Where we agree to pay your claim and the settlement amount is in excess of €2,000 we reserve the right to withhold up to a maximum of 25% of the final payment until the re-instatement works are completed and validated through the submission of a final invoice and (where necessary) a final inspection of the works is completed by AXA.

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

## **Will we take off an amount for wear and tear?**

### **Buildings**

We will pay either:

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

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

If the sum insured on buildings at the time of the insured loss or damage is less than the cost of rebuilding as new, you will have to pay the difference. We will only pay our share of the loss or damage which the sum insured bears to the cost.

If we need to take off an amount for wear and tear, we will compare the cost of rebuilding the property as new, less the allowance for wear and tear with your actual sum insured. We will only pay our share of the loss or damage which your sum insured bears to the cost of rebuilding.

The cost of rebuilding is not necessarily the market value of the property.

### **Contents**

We will pay either:

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

If the sum insured on contents at the time of the insured loss or damage is less than the cost of replacing all the contents as new (less an allowance for wear and tear for clothing, linen, furs and carpets) you will have to pay the difference and we will only pay our share of the loss or damage which the sum insured bears to the cost.

### **Other insurance policies**

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

# No-claims discount

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

If you have consecutive periods of insurance with us without any incident which may give rise to a claim, we will reduce your premium when you renew the policy in line with our discount scale that applies at the renewal date. We will give you details if you need them.

If during a period of insurance incidents happen giving rise to claims under the policy, we will reduce the no-claims discount to 0%.

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

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



**Here to help**

# Inflation protection

Remember, insure your buildings for the replacement cost, **not** market value.



**Here to help**

## Buildings

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

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

## Contents

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

\*Consumer Price Index.

The following applies to buildings and contents.

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

Although you have the benefits of inflation protection, you should not rely on this alone to keep the building sum insured at the correct level. The replacement cost of your building or contents may be growing faster than inflation – perhaps because of a new extension or new items you have bought. It is a policy condition to insure for the correct amount – see page 18.

# What is not covered

## General exclusions

These exclusions apply to the whole policy.

### 1 Sonic bangs

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

### 2 Radioactive contamination

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

- a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

### 3 War and terrorism exclusion

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

- a War, riot, revolution or any similar event.
- b Any government, public or local authority legally taking or destroying your property.
- c Any act of terrorism.

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

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

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

## What is not covered continued

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

### **4 Excess**

We will not pay the first €350 of any claim (unless otherwise shown in the policy or schedule).

Claims for water escaping from or frost damage to a fixed water drainage or heating installation, washing machine, dish washer, fridge freezer, waterbed or fish tank are subject to a €500 excess.

Claims for subsidence, landslip or ground heave are subject to an excess of €5,000.

### **5 Date change exclusion**

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

### **6 Risks to computers**

This policy does not apply to liability, loss, damage, costs or expense directly or indirectly caused by or in connection with:

- a the loss or alteration of or damage to; or
- b a reduction in how a system works of
  - a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.

### **7 Wear and Tear**

Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear or damage that occurs gradually over time.



# Conditions which apply to the whole policy

You must keep to the following conditions to have the full protection of your policy.

## 1 Changes that may affect your insurance

You must tell us immediately if there are any changes that may affect your insurance, such as the following:

- You change your address where you normally live.
- You are structurally altering the home or building an extension, re-roofing or carrying out any major repair works.
- The home is used for business (other than letting to tenants) or as a holiday home.
- Your building becomes unoccupied or does not contain enough furniture for normal living purposes.
- You have been declared bankrupt.
- You have been convicted of any indictable criminal offence, any offence involving dishonesty or fraud, or any offence against property.
- You have any pending prosecution for any of the offences listed above.

You must follow these conditions to make sure you're covered.



**Here to help**

We may reassess your cover and premium either immediately or at your next renewal date depending on the information you provide. If you are unsure whether a change will affect your cover you should contact us.

## 2 Taking care of your property

You must take all reasonable precautions to avoid injury, loss or damage and take all reasonable steps to protect your property from loss or damage. You must keep all your property in good condition.

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

- You must ensure the house contains a fire blanket, suitable fire extinguishers and either a mains-wired smoke alarm or at least two 10-year self-contained battery-operated smoke alarms.

## Conditions which apply to the whole policy continued

- You must provide a mains-wired smoke alarm, a fire blanket, suitable fire extinguisher and an emergency evacuation plan for each self-contained unit in a multi unit building.
- You must ensure emergency lighting is provided in all common areas within a multi unit building.

### **3 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; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

The action we can take on top of our other rights are listed below.

- We will not pay a claim.
- We will not pay any other claim which has been or will be made under the policy.
- We may declare the policy void. (In other words, it will end without you receiving any benefit.)
- We will be entitled to recover from you the amount of any claim we have already paid under the policy.
- We will not return your premium.
- We may let the appropriate law enforcement authority know about the circumstances.

### **4 Claims**

#### **a Reporting a claim**

- 1 You or your personal representatives immediately, report any incident which may lead to a claim under the policy. You can phone us on 1890 24 7 365.

- 2 If the loss or damage involves stealing or malicious damage, you must tell the Garda Síochána or relevant police authority immediately.
- 3 You must take all reasonable steps to get back the missing property.
- 4 You must immediately send us any writ, summons, letter, claim or other document.
- 5 You must provide, within 60 days, any information and evidence we ask for, including written statements and proof of ownership or value.
- 6 You must give us all reports, certificates, plans, specifications, information and help that we may need and pay any costs involved.

#### **b Dealing with the claim**

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

#### **5 Cancellation**

- a If you cancel the policy  
You may cancel the policy at any time by giving us written notice. We will refund a percentage of your premium to cover the period of the policy left to run, provided you have made no claim on your policy.
- b Cooling off period  
You may also cancel the policy within the first 14 days after receiving the policy documents within the first year of insurance. We will refund your full premium providing no claims have been made on your policy, provided you have made no claim on your policy.

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



**Here to help**

## Conditions which apply to the whole policy continued

c If we cancel the policy

We may cancel your policy by sending you ten days' notice by registered letter to your last known address. We will refund a percentage of your premium depending on the period of the policy left to run, provided you have made no claim on your policy.

### **6 Arbitration**

Any disagreement that we have with you and that we cannot settle between us will be referred to the Financial Services Ombudsman's Bureau (see page 4 for contact details).

If the Financial Services Ombudsman's Bureau will not deal with the disagreement, you will have to refer it to arbitration. If you wait more than a year to do this, you will be considered to have abandoned your claim and you cannot take it up again.

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

This policy will only apply if:

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

### **8 Payments**

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

### **9 Paying by installments**

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 payment, we will withdraw your option to pay by installments 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.

## **10 Stamp duty**

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

## **11 The value of your buildings**

You must, at all times, keep the sum insured at a level which represents the full value of the insured building. This means the estimated cost of rebuilding if the building was totally destroyed.

This is not necessarily the market value of the building.

## **12 Premium adjustments**

If a change to your policy results in an extra premium of less than €15, we will not charge you.

If a change to your policy results in a refund of premium of less than €15, we will not refund the amount.

## **13 Unoccupancy**

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

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

# Section A:

## Insurance for your buildings

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

### What is the most we will pay?

We will not pay more than the building sum insured shown in your policy schedule or any higher amount which may apply because of inflation protection for any one claim under causes 1 to 12 and extensions to cover 13, 14, 15 and 20. We will also pay any amounts due under extensions to cover 16, 17, 18, and 19.

What is covered	What is not covered
<p>Your policy covers loss or damage to the building by the following causes.</p>	
1 Fire, lightning, explosion or earthquake	
2 Smoke	We will not cover loss or damage caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.
3 Storm or flood	We will not cover loss or damage: a by frost; b by subsidence, heave and landslip; c to gates, hedges and fences; d due to wear and tear or anything which happens gradually; or e to felt roofs over 5 years old unless you can prove that the roof has been inspected by a professional builder every 3 years.

What is covered	What is not covered
<p><b>4 Riot, civil commotion, strikes, labour and political disturbances</b></p>	<p>We will not cover loss or damage while the home is left unoccupied or unfurnished for 40 days in a row or more.</p>
<p><b>5 Malicious damage</b></p>	<p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> <li>a while the home is left unoccupied or unfurnished for 40 days in a row or more; or</li> <li>b the first €3,000 for loss or damage caused by people legally in the home</li> </ul>
<p><b>6 Water escaping from, or frost damage to, a fixed water, drainage or heating installation, washing machine, dishwasher, fridgefreezer, waterbed or fish tank</b></p>	<p>We will not cover loss or damage caused:</p> <ul style="list-style-type: none"> <li>a by water escaping from a drain which leads to subsidence, heave or landslip;</li> <li>b while the home has been unoccupied or unfurnished for 40 days in a row or more;</li> <li>c by water leaking from shower units and baths through seals and grouting;</li> <li>d to the part or appliance from which the water leaks; or</li> <li>e to any fixed water or heating installation due to wear and tear, rust, or anything which happens gradually.</li> </ul>

Section A: Insurance for your buildings continued

What is covered	What is not covered
<p><b>7 Subsidence or ground heave of the site on which the buildings stand, or landslide</b></p>	<p>We will not cover loss or damage:</p> <ul style="list-style-type: none"><li>a arising from faulty workmanship, faulty design, faulty or inadequate drains or drainage systems, inadequate foundations or using faulty materials;</li><li>b to or resulting from solid floors or floor slabs moving, unless the foundations of the outside walls are damaged at the same time and by the same cause;</li><li>c to swimming pools, terraces, patios, drives, paths, service tanks, sewers, gates, fences, hedges, tennis courts or walls unless the home is damaged at the same time and by the same cause;</li><li>d caused by structural alterations, demolition, repairs or extensions to the home;</li><li>e caused by normal settlement, shrinkage, expansion, chemical action or any structures bedding down;</li><li>f caused by made-up ground or land-filled sites settling or moving;</li><li>g caused by the coast or riverbank or lake bank wearing away;</li><li>h to the home which happened before cover was granted under this policy; and</li><li>i caused by subsidence or ground</li></ul>



What is covered	What is not covered
<div></div> <div>8 Stealing or attempted stealing</div> <div>9 Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting your home</div> <div>10 Any radio and television aerals, fittings and masts and satellite dishes breaking or collapsing</div> <div>11 Oil leaking from a fixed oil-fired heating installation including smoke damage due to a faulty oil-fired heating installation</div>	<div>heave of the site on the buildings stand, or landslip if you hire any experts or contractors other than those carrying out emergency work without our permission. We will have to agree to you hiring these experts or contractors, and we have the right to choose experts from our own panel.</div> <div>We will not cover loss or damage: <ul style="list-style-type: none"> <li>a while the home is left unoccupied or unfurnished for 40 days in a row or more; or</li> <li>b while the building is let or sublet or shared unless force and violence are used to get in.</li> </ul> </div> <div>We will not cover loss or damage: <ul style="list-style-type: none"> <li>a caused by pollution or oil spillage if you hire any experts or contractors, other than those</li> </ul> </div>

What is covered	What is not covered
	<p>carrying out emergency work, without our permission. We will have to agree to you hiring these experts or contractors, and we have the right to choose experts from our own panel;</p> <p>b to the part or appliance from which the oil leaked;</p> <p>c to any fixed domestic heating installation due to wear and tear, rust, or anything that happens gradually; or</p> <p>d while the home is left unoccupied or unfurnished for 40 days in a row or more.</p>
<b>12 Falling trees or branches</b>	<p>We will not cover:</p> <p>a loss or damage caused by felling, lopping or topping trees;</p> <p>b loss or damage to gates, hedges, walls and fences unless the home is damaged at the same time; and</p> <p>c the cost of removing the fallen tree if it has not damaged the home.</p>

**Extensions to your building cover**

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

What is covered	What is not covered
<p><b>13 Removing debris and building fees</b></p> <p>If there has been loss or damage which is covered under section A, we will pay for:</p> <ul style="list-style-type: none"><li>a the reasonable cost of removing debris; and</li><li>b the reasonable extra cost of reinstating the building that you have to pay to keep to legal regulations or local-authority bye-laws.</li></ul> <p>We will decide whether or not you require the services of an architect, a surveyor, a consulting engineer or any other expert to assist in the repair or reinstatement of the building. We will select the expert and we will discharge their reasonable fees.</p> <p>The most we will pay for any one claim is 10% of the building sum insured.</p>	<p>We will not cover any cost for keeping to requirements or regulations resulting from a notice served on you or anyone leasing or renting the property;</p> <ul style="list-style-type: none"><li>a before the destruction or damage happened; or</li><li>b for the undamaged parts of the building.</li></ul> <p>We will not pay for any expert engaged by you.</p>

Section A: Insurance for your buildings continued

What is covered	What is not covered
<p><b>14 Damage to underground services</b></p> <p>We will cover accidental damage to:</p> <ul style="list-style-type: none"><li>a cables and underground pipes which extend from the buildings to the public mains; and</li><li>b septic tanks and drain inspection covers.</li></ul>	
<p><b>15 Breakage of fixed glass and sanitaryware</b></p> <p>We will cover accidental breakage of:</p> <ul style="list-style-type: none"><li>a fixed glass in windows, doors, fanlights, skylight, domestic greenhouses, conservatories, porches and verandas;</li><li>b ceramic hobs or tops of cookers; and</li><li>c fixed sanitaryware and bathroom fittings.</li></ul>	<p>We will not cover loss or damage:</p> <ul style="list-style-type: none"><li>a while the home is left unoccupied or unfurnished for 40 days in a row or more; or</li><li>b to ceramic hobs or tops in moveable cookers.</li></ul>
<p><b>16 Loss of rent and the cost of other accommodation</b></p> <p>If nobody can live in the home because of loss or damage by causes 1 to 12, we will pay:</p> <ul style="list-style-type: none"><li>a the amount of rent you should have received but</li></ul>	

What is covered	What is not covered
<p>lost while the home was unfit to live in;</p> <p>b the reasonable cost of similar alternative accommodation until the home is fit to live in again.</p> <p>The most we will pay for any one claim is 20% of the building sum insured.</p>	
<p><b>17 Replacing locks</b></p> <p>We will pay the cost of replacing locks (including keys) to any outside door of the home or any domestic safe or intruder alarm protecting the home if the keys have been stolen from the home. We will not pay more than €750 for any one claim.</p>	<p>We will not cover the cost of replacing keys and locks to a garage or outbuilding.</p>
<p><b>18 Fire brigade charges</b></p> <p>We will pay charges made by a local authority in line with the conditions of the Fire Services Act 1981 to control or put out a fire affecting your property in circumstances which have given rise to a valid claim under the policy. We will not pay more than €2,600 for any one claim under the policy.</p>	

Section A: Insurance for your buildings continued

What is covered	What is not covered
<p><b>19 Finding a leak</b></p> <p>We will pay for work needed to see whether or not a loss would lead to a valid claim under cause 6 of this section.</p> <p>The most we will pay is €750 for any one claim under the policy.</p>	<p>We will not cover any work involving repair, reconstruction or replacement.</p>
<p><b>20 Accidental damage to your building.</b></p>	<p>We will not cover accidental damage:</p> <ul style="list-style-type: none"><li>a specifically excluded under the buildings section;</li><li>b by frost;</li><li>c by wear or tear or anything which happens gradually;</li><li>d by vermin, insects, fungus, wet or dry rot;</li><li>e by chewing, scratching, tearing or fouling by domestic animals;</li><li>f by mechanical or electrical breakdown;</li><li>g specifically covered somewhere else in this policy;</li><li>h arising from altering or extending the building or the cost of maintenance or routine decoration; or</li><li>l arising from faulty workmanship, faulty design or using faulty materials.</li></ul>

# Section B: Landlords contents

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

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

Section B: Insurance for your contents continued

What is covered	What is not covered
	stamps, coins and medals; and i coins and bank notes in current use, cheques, postal orders and money orders, Premium Bonds, saving stamps and certificates, stamps in current use, travel tickets, petrol coupons, record tokens, book tokens and other tokens, luncheon vouchers and trading stamps.

**What is the most we will pay?**

We will not pay more than the contents sum insured shown in your policy schedule or any higher amount which may apply because of inflation protection for any one claim under causes 1 to 12 and extension to cover 13 and 15. We will also pay any amounts due under extension to cover 14.

What is covered	What is not covered
<p><b>Your policy covers loss or damage to the contents by the following causes.</b></p> <hr/> <p><b>1 Fire, lightning, explosion or earthquake</b></p> <hr/> <p><b>2 Smoke</b></p>	<hr/> <p>We will not cover loss or damage caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.</p>



What is covered	What is not covered
<p><b>3 Storm or flood</b></p>	<p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> <li>a by frost;</li> <li>b to property in the open; or</li> <li>c to trees, shrubs and plants growing in the open.</li> </ul>
<p><b>4 Riot, civil commotion, strikes, labour and political disturbances</b></p>	<p>We will not cover loss or damage while the home is left unoccupied or unfurnished for 40 days in a row or more.</p>
<p><b>5 Malicious damage</b></p>	<p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> <li>a while the home is left unoccupied or unfurnished for 40 days in a row or more; or</li> <li>b the first €1,500 for loss or damage caused by people legally in the home.</li> </ul>
<p><b>6 Water escaping from a fixed water, drainage or heating installation, washing machine, fridgefreezer, dishwasher, waterbed or fish tank</b></p>	<p>We will not cover loss or damage caused:</p> <ul style="list-style-type: none"> <li>a by water escaping from a drain which leads to subsidence, heave or landslip;</li> <li>b while the home has been unoccupied or unfurnished for 40 days in a row or more; or</li> <li>c to the part or appliance from which the water leaks.</li> </ul>

Section B: Insurance for your contents continued

What is covered	What is not covered
<p><b>7 Subsidence or ground heave of the site on which the buildings stand, or landslide</b></p>	<p>We will not cover loss or damage:</p> <ul style="list-style-type: none"><li>a arising from faulty workmanship, faulty design, faulty or inadequate drains or drainage systems, inadequate foundations or using faulty materials;</li><li>b to or resulting from solid floors or floor slabs moving unless the foundations of the walls outside are damaged at the same time and by the same cause;</li><li>c caused by structural alterations, demolition, repairs or extensions to the home;</li><li>d caused by normal settlement, shrinkage, expansion, chemical action or any structures bedding down;</li><li>e caused by made-up ground or land-filled sites settling or moving;</li><li>f caused by the coastal or riverbank or lakeside wearing away; or</li><li>g which began before cover was granted under this policy.</li></ul>



Section B: Insurance for your contents continued

What is covered	What is not covered
<p><b>10 Radio and television aerials, fittings and masts and satellite dishes breaking or collapsing</b></p>	<p>We will not cover loss or damage:</p> <ul style="list-style-type: none"><li>a caused by pollution or oil spillage if you hire any experts or contractors, other than those carrying out emergency work, without our permission. We will have to agree to you hiring these experts or contractors, and we have the right to choose experts from our own panel;</li><li>b to the part or appliance from which the oil leaked;</li><li>c to any fixed domestic heating installation due to wear and tear, rust, or anything which happens gradually; or</li><li>d while the home is left unoccupied or unfurnished for 40 days in a row or more.</li></ul>
<p><b>11 Oil escaping from a fixed oil-fired heating installation including smoke damage due to faulty oil-fired heating installation</b></p>	
<p><b>12 Falling trees or branches</b></p>	<p>We will not cover loss or damage caused by felling, lopping or topping trees.</p>

**Extensions to your contents cover**

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

What is covered	What is not covered
<p><b>13 Accidental breakage of mirrors and glass</b></p> <p>We will cover accidental breakage of:</p> <ul style="list-style-type: none"><li>a mirrors;</li><li>b fixed glass in, and glass tops of, furniture; and</li><li>c ceramic hobs and ceramic tops of cookers.</li></ul>	<p>We will not cover loss or damage:</p> <ul style="list-style-type: none"><li>a while the home has been left unoccupied or unfurnished for 40 days in a row or more;</li><li>b damage to property not in the home.</li></ul>
<p><b>14 Contents in the open</b></p> <p>We will cover loss or damage by causes 1 to 12 to contents in the open but within the boundaries of the home.</p> <p>The most we will pay for any one claim is €750.</p>	<p>We will not cover loss or damage to any plant, shrub or tree;</p>
<p><b>15 Accidental damage to landlords contents</b></p>	<p>We will not cover accidental damage:</p> <ul style="list-style-type: none"><li>a specifically excluded under this section;</li><li>b covered somewhere else in this policy;</li><li>c by wear or tear or anything which happens gradually, weather (other than storm or flood), fungus, wet or dry rot, damp, frost, scratching, chipping or denting, corrosion or rust, action of light,</li></ul>

Section B: Insurance for your contents continued

What is covered	What is not covered
	<p>manufacturing faults, vermin or insects;</p> <p>d arising from loss in value or consequential loss;</p> <p>e by chewing, scratching, tearing or fouling by domestic animals;</p> <p>f by mechanical or electrical breakdown;</p> <p>g arising from faulty workmanship, faulty design or using faulty materials;</p> <p>h caused by the process of cleaning, dyeing, repair, alteration, washing, drying, heating, renovation, restoration, maintenance, restyling, dismantling, erecting, or to any article while being worked on;</p> <p>i caused by settlement or shrinkage;</p> <p>j caused deliberately by any member of your household;</p> <p>k to food, drink or plants; or</p> <p>l to items of glass, china, porcelain, earthenware or stone (or other items of a similar brittle material).</p>

# Section C: Liability

## Subsection 1 - your legal responsibility to the public

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

What is covered	What is not covered
<p>We will cover all amounts that you are legally responsible to pay as damages for:</p> <ul style="list-style-type: none"><li>a   bodily injury (including death or disease) to any person; or</li><li>b   loss or damage to property which happens in or about the building</li></ul> <p>We will also pay legal costs and expenses anyone can recover and all costs and expenses we agree to in writing.</p> <p>If you die, your legal representative will have the benefit of this section for any liability, you may have for an event covered by this section.</p>	<ul style="list-style-type: none"><li>a   We will not cover liability for:<ul style="list-style-type: none"><li>•   bodily injury to you;</li><li>•   bodily injury any employee suffers under a contract of service or apprenticeship with you and arising out of and in the course of that person's employment by you; or</li><li>•   loss of or damage to property belonging to you or in your or your employees custody and control.</li></ul></li><li>b   We will not cover liability arising from:<ul style="list-style-type: none"><li>•   any wilful, malicious, deliberate or reckless act by you or your employee while involved in supervisory duties</li><li>•   you carrying out any trade calling or profession other than the business;</li><li>•   you living in, using or controlling any land or building, other than the building referred to in section A or any temporary home;</li><li>•   you owning any land or building, other than, if section A applies, the building referred</li></ul></li></ul>

Section C: Liability continued

What is covered	What is not covered
	<p>to in section A;</p> <ul style="list-style-type: none"><li>• you owning or using animals other than horses, cats or dogs and other animals normally domesticated in Ireland;</li><li>• you owning or using dogs termed as dangerous in the regulations made under the Control of Dogs Acts 1986 and any further amendments to that act if the ownership or use is not in line with those regulations;</li><li>• you owning or using (other than domestic gardening equipment or being a passenger) mechanically-propelled vehicles, aircraft or watercraft, (not model aircraft or model watercraft or non-power-driven craft on inland waterways) or electronically assisted pedal cycles;</li><li>• any lift you own or for which you are responsible for maintenance;</li><li>• you owning, or using, any firearm or sporting gun; or</li><li>• human immunodeficiency virus (HIV) or any HIV-related illness including acquired immune</li></ul>



What is covered	What is not covered
	<p>deficient syndrome (AIDS) or any variations however caused.</p> <ul style="list-style-type: none"> <li>c We will not cover liability you have under an agreement, unless you would have been liable if the agreement did not exist.</li> <li>d Any liability for which you must have insurance cover under the terms of the Road Traffic Acts.</li> </ul>

### Subsection 2 - Liability to domestic employees

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

What is covered	What is not covered
<p>We will cover all amounts you are legally responsible to pay as damages for bodily injury (including death or disease) to any person under a contract of service with you just for private domestic duties. This includes a chauffeur, gardener, people carrying out repair work, and other temporary or casual employees. The injury must arise out of and in the course of their employment by you and happen in Ireland.</p>	<ul style="list-style-type: none"> <li>a We will not cover liability arising from any deliberate or malicious act.</li> <li>b We will not cover liability you have under an agreement unless you would have been liable if the agreement did not exist.</li> <li>c We will not cover liability arising from you owning or using animals other than horses, cats or dogs and other animals normally domesticated in Ireland.</li> <li>d We will not cover liability arising from you owning or using dogs</li> </ul>

Section C: Liability continued

What is covered	What is not covered
<p>We will also pay legal costs and expenses anyone can recover and all costs and expenses we agree in writing.</p> <p>If you die, your legal representative will have the benefit of this section for any liability you would have suffered for an event covered by this section.</p>	<p>termed as dangerous in the regulations made under the Control of Dogs Acts 1986 and any further amendments to that act if owning or using them is not in line with those regulations.</p> <p>e We will not cover liability arising from human immunodeficiency virus (HIV) or any HIV-related illness including acquired immune deficient syndrome (AIDS) or any variations however caused.</p> <p>f We will not cover liability arising directly or indirectly in connection with demolishing or altering the building or any operation related to those activities.</p> <p>g Any liability for which you must have insurance cover under the terms of the Road Traffic Acts.</p>

# Section D:

## Emergency Home Assistance

Definitions related to emergency home assistance only;

**Authorised Contractor** – A tradesperson authorised in advance to carry out repairs under this Policy.

**Beyond Economical Repair** – The point at which we estimate that the cost to repair your boiler exceeds its value (based on the scale of valuations according to age and boiler) or where spare parts to repair the appliance cannot be obtained.

**Covered Events** – Emergency assistance to repair essential services within the Property as listed in the section 5 (What is covered).

**Emergency** – The result of a sudden and unforeseen incident at the Property which immediately:

- a) Exposes the insured or a third party to a risk to their health or;
- b) Creates a risk of loss of or damage to the Property and/or any of your belongings or;
- c) Renders the property uninhabitable.

**Emergency Repairs** – Work undertaken by an authorised contractor to resolve the emergency by completing a Temporary Repair.

**Local Territory** – Republic of Ireland

**Permanent Repair** – Repairs and/or work required to put right the damage caused to the Property by the emergency

**Property** – The property as described in your policy schedule.

**Temporary Repair** – A repair undertaken by an authorised contractor which will resolve an emergency but will need to be replaced by a Permanent Repair.

**We, Us, Our** – Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

## Section D: Emergency Home Assistance continued

### **Insurance terms and conditions**

This section of the policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. IPA is a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which has a branch office in the UK regulated by the Financial Services Authority (FSA)(FSA register number 202664). IPA's registered address in the UK is the Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR (Company number FC008998).

This section of the policy is underwritten by Inter Partner Assistance SA which is authorised by the Banque Nationale de Belgique and regulated by the Central Bank of Ireland for conduct of business rules.

### **Administration terms and conditions**

AXA Assistance (Ireland) Limited provides the services and benefits described in this policy during the Period of Insurance.

### **How to make a claim**

To obtain emergency assistance contact the 24 hour Emergency Helpline on 1890 253 347.

You should have the following information available upon request:

- Your name and home address
- Your policy number
- An indication as to the nature of the problem

### **Domestic emergency**

If you suffer a Covered Event at your property you should call us on the Emergency Telephone Number. We will then advise you how to protect yourself and the Property immediately; organise and pay up to €250 per claim (€500 for roofing claim) including VAT, call out, labour, parts and materials to carry out an Emergency Temporary Repair, or if at a similar expense, an Emergency Permanent Repair.

In the event the Property becomes uninhabitable and remains so overnight because of the Covered Event, We will, subject to your prior agreement with us, pay up to €100 including VAT in total for:

- your overnight accommodation and/or
- transport to such accommodation

If the temporary repair will cost more than €250 or only in respect of roofing €500 including VAT to complete, we will advise you how much, in total, the repair will cost. We will proceed with the repair only if you agree to pay for the amount over €250 or in the event of roofing the amount over €500.

## **What is covered**

The Covered Events are the ones listed below:

- a) Plumbing problems related to leaking pipes, blocked drains or leaking radiators
- b) Blockages in toilet waste pipes.
- c) Gas or electricity complete failure within the Property
- d) Complete failure of central heating or gas/oil boiler failure. Boilers and/or heating systems over 15 years old are not covered. Boilers and/or heating systems that are not serviced to manufacturer's recommendation are not covered. Boilers must have been serviced within the last 2 years.
- e) Hot water failure, where the only source of hot water within the property has stopped working
- f) Broken or damaged windows and doors presenting a security risk to the property
- g) Permanent and irreplaceable loss of all keys required to gain access to the Property not including outbuildings
- h) Roofing - sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather

There are Conditions and Exclusions, shown overleaf, which limit your cover. Please read them carefully to ensure this cover meets your needs. We do not wish you to discover after an incident has occurred that it is not insured.

## Section D: Emergency Home Assistance continued

### **What is not covered**

The following are excluded from the insurance:

- Any leaking or dripping tap that requires a new washer or replacing external overflows or replacing of boilers, cylinders, tanks, radiators and sanitary ware
- Cost of trace and access to locate the source of the emergency (please refer to either Section A, sub section 20 “Finding a leak” or Section B, sub section 29 “Finding a leak” if these sections are operative on Your schedule).
- External overflows, external guttering
- Burst or leaking flexible hoses which can be isolated or leaking washing appliances
- External water supply pipes
- Septic tanks, Swimming Pools installations
- Failure of boilers or heating systems that have not been inspected or serviced in the previous 2 years by a qualified person in accordance to the manufacturers recommendation, you may be asked to produce the inspection sheet at the time of the claim
- Boilers over 15 years old
- Shared water/drainage facilities
- Material/labour charges covered by manufacturer/supplier/installer warranties.
- Replacement of light bulbs and fuses in plugs. Any failure of electricity that affects only part of the Property
- Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation
- Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment
- Any Breakdown to Flushing Mechanism of toilets
- Damage to boundary walls, hedges, fences or gates

- LPG fuelled, oil fired, solid fuel fired, warm air, solar and un-vented heating systems or boilers with an output over 60 Kw/hr
- Electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.

We will not be liable for any of the following

- Loss or damage arising from circumstances known to you prior to the start date of this insurance.
- Replacement of boilers, cylinders, tanks, radiators, kitchen appliances and sanitary ware.
- The cost of replacement parts due to natural wear and tear.
- Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc.
- Any loss due to faulty installation of your plumbing, heating, electrical system within the Property
- Any faulty installation of a kitchen appliance
- Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or Property of the utility company.
- Any cost relating to the attempted repair by you or your own contractor without our prior authorisation.
- Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
- Any emergency in a property that has been unoccupied for more than 40 consecutive days.
- Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the property, faulty workmanship or the use of defective materials, or river or coastal erosion.
- Any loss or damage arising as a consequence of:
  - i) war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;

## Section D: Emergency Home Assistance continued

- ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
- Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.

### **Complaints procedure**

#### **(for emergency home assistance claims only)**

We make every effort to provide you with the highest standards of service. If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do.

You can write to the Quality Manager, who will arrange an investigation on behalf of the General Manager, at: Inter Partner Assistance SA, N6 Kilmartin Centre, Athlone, Co. Westmeath

If you remain dissatisfied with the final response to your complaint you may have the right to make an appeal to the Financial Services Ombudsman

Phone: 01 662 0899

Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

Post: Financial Services Ombudsman's Bureau, 3rd Floor,  
Lincoln House, Lincoln Place, Dublin 2

### **Financial Services Compensation Scheme (FSCS)**

Inter Partner Assistance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should they not be able to meet their liabilities and you may be entitled to claim compensation in such event. Further information can be obtained from either AXA Assistance (Ireland) Limited or on [www.fscs.org.uk](http://www.fscs.org.uk)



## General conditions

- We will only pay costs which are incurred as a direct consequence of the event which led to the claim you are making under this policy up to the policy limit. Shown in paragraph 1 and 2 above, entitled 'Domestic Emergency'
- No costs for repairs are payable under this insurance, unless we have been notified by you or a person calling on your behalf through the 24 hour claims service telephone number provided and have authorised an approved contractor in advance.
- You must quote the reference number when calling for help. You must produce the relevant identification including boiler service receipts on the demand of the contractor or our other nominated agent.
- If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, we will not pay more than our fair share (rateable proportion) of any claim.
- This insurance does not cover normal day to day maintenance at your property that you should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate emergency.
- You must co-operate with us in obtaining reimbursement of any costs we incur under the terms of this cover, which may have been caused by the action of a third party against whom you have a legal right of action.
- **During the period of insurance we will not be responsible for more than one claim.**

## Parts availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond our control. In these cases we will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations we will ensure your property is safe and if required, we will arrange for a manufacturer to provide you with a quotation for a suitable replacement at your cost.

## Section D: Emergency Home Assistance continued

### **Data protection**

Details of you, your insurance cover and claims will be held by us for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Acts 1998 and 2003.

Under the Data Protection Acts 1998 and 2003 you have the right of access to the personal data held about you by AXA Assistance Ireland Limited, by sending a written request to the Data Protection Unit, AXA Assistance, N6 Kilmartin Centre, Athlone, Co. Westmeath including the appropriate fee of €6.35. You also have the right to require AXA Assistance to correct any inaccuracies in the information we hold about you. The information we hold about you is confidential. We will only ever disclose it to another party with your consent, for the purposes of contacting you about other products or services, if the law requires us to disclose it and/or to our agents providing services to you.

We may monitor and record phone calls to help maintain our quality standards and for security purposes.

# Section E:

## Landlord's legal costs insurance

### Landlord's legal costs insurance

This insurance is underwritten by Inter Partner Assistance SA and administered by Arc Legal Assistance Limited.

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

**You must notify claims to the legal advice line within 45 days of the insured incident. Failure to notify the claim within this time will invalidate your insurance.**

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

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

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

## Definitions applying to this section.

1	Adviser's costs	Reasonable legal fees incurred by the adviser up to the hourly rate shown in the Arc fee scale ruling at the time we instruct the adviser and disbursements essential to your case. We will assess legal costs on the standard basis. We will pay third party costs awarded against you on the standard basis of assessment.
2	Proceeding	Any steps involved in terminating a tenancy to include; issuing a notice of termination, obtaining a determination order from the PRTB after a mediated agreement or decision of the adjudicator or tribunal and enforcement of the determination order in the Circuit or High Court.
3	Insured incident	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
4	Territorial limits	The Republic of Ireland.
5	Arc/We/Our/Us	Arc Legal Assistance Limited who administer claims under this insurance on behalf of the Underwriters.
6	Adviser	The Arc panel solicitor or their agents appointed by Arc to act for you.
7	Underwriters	Inter Partner Assistance who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
8	PRTB	The Private Residential Tenancies Board.

9	Dilapidations Inventory	A full and detailed inventory of your contents and their condition within the buildings which has been signed by the tenant.
10	Tenancy agreement	A tenancy between you and the tenant in relation to the buildings which falls within the scope of the Act and which has been registered with the PRTB and which is: a) appropriate for the tenancy; and b) signed and independently witnessed by you and the tenant(s); and c) free from any unreasonably restrictive covenants.
11	Tenant	The occupier of the building named in the tenancy agreement as the tenant or sub-tenant who has received a tenant reference.
12	Tenant reference	Copies of two forms of identification for the tenant(s) (one of which must contain a photograph and the other must be a utility bill), a written employers' reference confirming the tenant(s) permanent and current employment and that their salary is sufficient to meet their rent liability after deduction of other normal living costs.
13	Rent	The monthly amount payable by the tenant to you as set out in the tenancy agreement.
14	Act	The Residential Tenancies Acts 2004 to 2006 or amendments thereof.

What is covered	What is not covered
<p><b>A We will cover advisers' costs to pursue proceedings against a tenant to recover possession of the buildings where the tenant is in breach of Section 16 or Section 78 (j) of the Act relating to the rightful occupation of the buildings.</b></p>	<p>We will not cover an insured incident: -</p> <ul style="list-style-type: none"><li>• Where you fail to provide evidence that you successfully completed a tenant reference on the tenant prior to the start of the tenancy agreement or where the tenancy agreement started more than 31 days after the tenant reference.</li><li>• Where you are in breach of any aspect of the Act,</li><li>• Relating to cases brought to the PRTB by the tenant against you,</li><li>• Where you have issued an invalid termination notice,</li><li>• Arising from or connected to the performance of your obligations under the tenancy agreement or where there are insufficient prospects of success in the proceedings due to the terms of the tenancy agreement being unenforceable.</li><li>• Arising from dilapidations unless the missing or damaged items were contained within a dilapidations inventory.</li><li>• Where the amount in dispute is less than €375 including tax,</li><li>• Where the use of the buildings is not solely residential.</li></ul>

What is covered	What is not covered
	<ul style="list-style-type: none"><li>• Where the tenant is not aged 18 years or over.</li><li>• Where you have allowed the tenant into possession of the buildings before:<ul style="list-style-type: none"><li>– all parties have signed the tenancy agreement,</li><li>– you have obtained a tenant reference,</li><li>– all necessary statutory pre-grant notices to the tenant have been issued,</li><li>– the first months rent has been received in cash or cleared funds and</li><li>– the dilapidations inventory has been signed by the tenant.</li></ul></li><li>• Where you have failed to keep full and up to date rental records or have failed to provide a rent book as required pursuant to Article 5(2)B of the Housing Rent Books Regulations 1993 (SI146/1993) or any amendment thereof or have allowed the tenancy agreement to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with.</li><li>• If you or your agent gave any false or misleading information when you applied for the tenant reference.</li></ul>

Section E - Landlord's legal costs insurance continued

What is covered	What is not covered
<p><b>B We will cover advisers' costs to pursue proceedings for nuisance or trespass against the person or organisation infringing your legal rights in relation to the buildings.</b></p> <p><b>The nuisance or trespass must have started at least 180 days after you first purchased this insurance.</b></p>	<ul style="list-style-type: none"><li>• Relating to any occupant of the buildings over the age of 18 authorised by you, other than the tenant,</li><li>• Where advisers' costs have been incurred as a result of your failure to follow the advice of the adviser or arising from your failure to take any action recommended by us or the adviser to recover possession of the buildings as promptly as possible.</li></ul> <p>There is no cover arising from a dispute relating to a tenancy agreement or any other lease or licence to occupy property or land.</p>



# What is not covered

## General exclusions

### **1 We will not give cover where;**

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

### **2 We will not cover any claim arising from;**

- any disputes relating to a rent review referred to the PRTB,
- works undertaken or to be undertaken by or under the order of any government or public or local authority,
- planning law,
- the construction of or structural alteration to buildings,
- defamation or malicious falsehood,
- divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation,
- any venture for gain or business project other than in relation to your activity as a landlord,
- a dispute between persons insured under this policy,
- an application for judicial review,
- a novel point of law.

### **3 We will not give cover:**

- for any claim which is not reported to us within 45 days of the insured incident occurring,
- for advisers' costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party,
- for damages, interest, fines or costs awarded in criminal courts,
- where you have other legal costs insurance cover,
- for claims made by or against AXA Insurance, the underwriters, the adviser or Arc,
- for appeals without our prior written consent,
- prior to the issue of court proceedings or unless a conflict of interest arises for the costs of any legal representative other than those of the adviser.

# Conditions applying to this section

## 1 Claims

- a) You must notify claims as soon as reasonably possible within 45 days of the insured incident and complete the claim form. You must return the claim form promptly with all relevant information.
- b) If rent is overdue you must contact the tenant within seven days to establish the reason for the default. If the rent is not paid within a further seven days you must contact the tenant again. If you cannot contact the tenant, and it is lawful to do so, you or your agent must serve notice of a requirement to undertake an inspection in accordance with your rights within the tenancy agreement and visit the buildings. You should seek legal advice if you are unsure that such an inspection is lawful.
- c) You and your agent must act promptly to gain vacant possession of the buildings and recover rent arrears.
- d) In the event of a claim you or your agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the tenant has vacated the buildings.
- e) You and your agent must attend any court hearing in relation to an insured incident if we or our adviser request you to. If you fail to attend we will withdraw all cover immediately and we will make no further claims payments.
- f) We may investigate the claim and take over and conduct the proceedings in your name. With your consent which shall not be unreasonably withheld we may reach a settlement of the proceedings.
- g) We, on behalf of underwriters have the right under subrogation to pursue proceedings against the tenant to recover advisers' costs.
- h) You must supply at your own expense all of the information which we reasonably require to decide whether we can accept a claim. If court proceedings are required and you wish to nominate another legal representative to act for you then you may do so. The other legal representative must:-
  - confirm in writing that he will enable you to comply with your obligations under this insurance,



## Conditions applying to this section continued

- agree with us the rate at which his costs will be calculated. If no agreement is reached we will ask the Law Society of Ireland to nominate an adviser and this nomination shall be binding.
- i) The adviser will;
  - provide a detailed view of your prospects of success including the prospects of enforcing any judgement obtained,
  - keep us fully advised of all developments and provide such information as we may require,
  - keep us regularly advised of advisers' costs incurred,
  - advise us of any offers to settle and payments in to court. If contrary to our advice such offers or payments are not accepted we will not cover further advisers' costs unless we agree in our absolute discretion to allow the case to proceed,
  - submit bills for assessment or certification by the appropriate body if requested by us,
  - attempt recovery of costs from third parties,
- j) In the event of a dispute with advisers' costs we may require you to change adviser.
- k) Underwriters will only be liable for costs for work expressly authorised by us in writing and undertaken while there are reasonable prospects of success.
- l) You must supply all information requested by the adviser and us.
- m) You are responsible for any advisers' costs if you withdraw from the proceedings without our prior consent. You must reimburse any costs already paid by us.

## 4 Reasonable prospects

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

- a) the amount of money at stake,
- b) the fact that a reasonable person without legal costs insurance would not wish to pursue the matter,

- c) the prospects of winning the case,
- d) the prospects of being able to enforce a judgement,
- e) the fact that your interests could be better achieved in another way.

### **Authorisation**

Arc Legal Assistance Limited is authorised and regulated by the Financial Services Authority in the United Kingdom. Its FSA Reference number is 305958. Its permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. It holds the appropriate passporting authority to conduct these insurance mediation activities in the Republic of Ireland. You can check this on the FSA's register by visiting the website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on **00 44 845 606 1234** (or the Financial Regulator at [registers@ifsra.ie](mailto:registers@ifsra.ie) or by ringing **1890 200 469**).

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Regulator in the Republic of Ireland.

IPA address details are:

Inter Partner Assistance,  
The Quadrangle,  
106-118, Station Road,  
Redhill,  
Surrey,  
United Kingdom,  
RH1 1PR

# Telephone legal advice line

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

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

**Simply telephone 01 865 8807 and quote  
“AXA Insurance – Release”.**

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

## **To make a claim**

You must notify claims to the claims line within 45 days of the insured incident. If you fail to notify the claim within this time we may invalidate your cover.

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

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

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

If rent is overdue you must contact the tenant within seven days to establish the reason for the arrears. If the rent is not paid within a further seven days you

must contact the tenant again. If you cannot contact the tenant, and it is lawful to do so, you or your agent must serve notice of a requirement to undertake an inspection in accordance with your rights within the tenancy agreement and then visit the buildings. You or your agent should seek legal advice if you are unsure that such an inspection is lawful.

## **Claims Line**

**You should telephone 01 865 8807 and quote  
“AXA Insurance – Release”.**

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

### **What happens next:**

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

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

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

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

# Data Protection Act

The details of the Insured, the Insured's insurance cover and claims will be held by Arc and or the Underwriters for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Acts, 1988 and 2003.

## **Arc Customer Service**

Our aim is to get it right, first time, every time. If we make a mistake, we will try to put it right promptly.

If you are unhappy with the service that has been provided, you should contact us at the address below. We will always confirm to you, within five working days, that we have received your complaint. If you are not happy with the way we have dealt with your complaint, you may be able to refer the matter to the Financial Services Ombudsman's Bureau.

### **Our contact details are:**

Arc Legal Assistance Ltd.,  
Dept. AA1312,  
PO Box 6151,  
Dublin 2.

Tel 00 44 870 350 4400  
E-mail [enquiries@arclegal.co.uk](mailto:enquiries@arclegal.co.uk)

### **The Financial Services Ombudsman's Bureau contact details are:**

Financial Services Ombudsman's Bureau 3rd Floor  
Lincoln House,  
Lincoln Place,  
Dublin 2.

Tel 1890 88 20 90.



# Endorsements

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

## **1609 Buildings of farm property**

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

## **1610 Contents of farm property**

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

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

Our liability under section A – Buildings or section B – Contents is restricted to: Cause 1: fire, lightning, explosion and earthquake. Cause 2: smoke


## **1622 Mortgagee clause**

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

## **1623 Exclusion of subsidence cover**

**1. Section A - (Buildings)** We will not cover loss or damage by Cause 7 -Subsidence or ground heave of the site on which the buildings stand, or landslip.

**2. Section B - (Contents)** We will not cover loss or damage by Cause 7 - Subsidence or ground heave of the site on which the buildings stand, or landslip.



Endorsements are changes to the standard policy wording.

**Here to help**

**3. Section A - (Buildings)** We will not cover loss or damage by Cause 6 - Water escaping from a drain which leads to subsidence or ground heave of the site on which the buildings stand, or landslide.

**4. Section B - (Contents)** We will not cover loss or damage by Cause 6 - Water escaping from a drain which leads to subsidence or ground heave of the site on which the buildings stand, or landslide.

**1631 Intruder alarm warranty**

This policy does not cover loss or damage due to stealing or attempted stealing (insured cause 8) from the home when the home is left unattended by you or anyone you have authorised unless:

- a at the time of loss or damage all outside doors are protected by five-lever mortise deadlocks and accessible windows by key-operated window locks or whatever equivalents we agree to and the intruder alarm in your home is set or its keys removed from the home;
- b the intruder alarm (including its methods of signalling) is in thorough working order and is being maintained and regularly inspected; and
- c at the time of loss, the Garda Síochána have, in writing, refused to respond to any alarm calls resulting from your alarm going off and we have agreed to continue cover.

**1639 Excluding storm and flood cover**

We do not provide cover under cause 3 - storm or flood of section A - Buildings and section B - Contents.



# questions, complaints? / we're here to help.

- If you have questions or complaints, contact your local AXA Insurance branch.



Corporate member of  
Plain English Campaign  
Committed to clearer communication

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