



ROI Customers
June 2019

Landlord Insurance Policy



Know You Can

Useful phone numbers

Claims

If you want to make a claim, 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 Landlord Insurance policy

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

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

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

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

Need to find something quickly?

If the question is...

then look at page

My home has been damaged, what do I do?	15
What does claiming do to my premium?	10
How much of a claim do I have to pay?	12
If part of a matching set (for example, a three-piece suite) is destroyed, can I claim for a new set?	9
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And if your question is one of these...

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

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

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

Please contact your Broker or AXA local branch and they'll give you the answer.

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Caring For You

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

Here's our complaints process to help you.

- ▶ For a complaint about your policy, contact your **Broker** or local **AXA Insurance branch**.
- ▶ For a complaint about your claim, contact our claims action line on **1890 24 7 365**.

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

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

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

Financial Services and Pensions Ombudsman, Lincoln House,
Lincoln Place, Dublin D02 VH29.

Tel: +353 1 567 7000.

Email: info@fspo.ie

Web: www.fspo.ie

Our promise to you:

We'll reply to your complaint within five days.

We'll investigate your complaint.

We'll keep you informed of progress.

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

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

Your policy wording

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

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

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

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

Your policy includes:

- ▶ the policy wording in this booklet;
- ▶ the schedule that has your details and the cover that applies; and
- ▶ any endorsement which applies.

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

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

On behalf of AXA Insurance dac



Phil Bradley

Chief Executive

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

General Definitions

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

We, our, us

AXA Insurance dac.

You, your

The person named as the policyholder in the schedule and each member of the policyholder's family or household (but not boarders, lodgers or paying guests) who normally live in the policyholder's home.

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 building

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, decking 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, personal effects.

Home

The house, bungalow, apartment, flat or maisonette shown in the schedule including its outbuildings and garages all used for domestic purposes.

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.

How we settle claims

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

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

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 reinstatement 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:

- a. the cost of repair; or
- b. 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.

Inflation protection

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 16.



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

What's 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 directly or indirectly caused by or contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from 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.

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 changes include, but are not limited to, 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.

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.
- ▶ 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

- i. You or your personal representatives must immediately report any incident which may lead to a claim under the policy. You can phone us on 1890 24 7 365.
- ii. If the loss or damage involves stealing or malicious damage, you must tell the Garda Síochána or relevant police authority immediately.
- iii. You must take all reasonable steps to get back the missing property.
- iv. You must immediately send us any writ, summons, letter, claim or other document.



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.

- v. You must provide, within 60 days, any information and evidence we ask for, including written estimates and proof of ownership or value.
 - vi. You must give us all reports, certificates, plans, specifications, information and help that we may need and pay any costs involved.
- b. Dealing with the claim**
- i. You must not admit any claim made by someone else against you or make any agreement with them.
 - ii. We have the right to negotiate, settle or defend any claim in your name and on your behalf.
 - iii. You must not abandon any property to us for us to deal with.

- iv. You must make yourself personally available to meet with us to help us deal with your claim.
- v. You must not take any action that would prejudice our ability as insurers to verify the loss that you are claiming under the policy.

5. 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.

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.

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.

6. Arbitration

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

If the Financial Services and Pensions Ombudsman will not deal with the disagreement, 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 instalments

If you are paying, or have agreed to pay the premium for this policy by instalments, you must keep your payments up to date. If you miss any payments, we will withdraw your option to pay by instalments or we will cancel the policy (or both). If you have a claim during the current period of insurance, you must pay the full yearly premium. We will deduct any premium owed to us from any claim we pay.

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's covered	✗ What's not covered
<p>Your policy covers loss or damage to the building by the following causes.</p> <hr/> <ol style="list-style-type: none">1. Fire, lightning, explosion or earthquake<hr/>2. Smoke<hr/>3. Storm or flood<hr/>4. Riot, civil commotion, strikes, labour and political disturbances<hr/>5. Malicious damage	<hr/> <p>We will not cover loss or damage caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.</p> <hr/> <p>We will not cover loss or damage:</p> <ol style="list-style-type: none">by frost;by subsidence, heave and landslip;to gates, hedges and fences;due to wear and tear or anything which happens gradually; orto felt roofs over 5 years old unless you can prove that the roof has been inspected by a professional builder every 3 years. <hr/> <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> <hr/> <p>We will not cover loss or damage:</p> <ol style="list-style-type: none">while the home is left unoccupied or unfurnished for 40 days in a row or more; orthe first €3,000 for loss or damage caused by people legally in the home

**What's covered**

6. **Water escaping from, or frost damage to, a fixed water, drainage or heating installation, washing machine, dishwasher, fridgefreezer, waterbed or fish tank**

7. **Subsidence or ground heave of the site on which the buildings stand, or landslip**

**What's not covered**

We will not cover loss or damage caused:

- a. by escape of water from a drain which leads to subsidence, heave or landslip;
- b. while the home has been unoccupied or unfurnished for 40 days in a row or more;
- c. by water leaking from shower units and baths through seals and grouting
- d. to the part or appliance from which the water leaks; or
- e. to any fixed water or heating installation due to wear and tear, rust, or anything which happens gradually.

We will not cover loss or damage:

- a. arising from faulty workmanship, faulty design, faulty or inadequate drains or drainage systems, inadequate foundations or using faulty materials;
- b. to or resulting from solid floors or floor slabs moving, unless the foundations of the outside walls are damaged at the same time and by the same cause;
- c. to swimming pools, terraces, patios, drives, paths, service tanks, sewers, gates, fences, hedges, tennis courts or walls unless the home is damaged at the same time and by the same cause;
- d. caused by structural alterations, demolition, repairs or extensions to the home;
- e. caused by normal settlement, shrinkage, expansion, chemical action or any structures bedding down;
- f. caused by made-up ground or land-filled sites settling or moving;
- g. caused by the coast or riverbank or lake bank wearing away;
- h. to the home which happened before cover was granted under this policy; and
- i. caused by subsidence or ground heave of the site on 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.

**What's covered****8. Stealing or attempted stealing****9. Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting your home****10. Any radio and television aerials, fittings and masts and satellite dishes breaking or collapsing****11. Oil leaking from a fixed oil-fired heating installation including smoke damage due to a faulty oil-fired heating installation****12. Falling trees or branches****What's not covered**

We will not cover loss or damage:

- a. while the home is left unoccupied or unfurnished for 40 days in a row or more; or
- b. while the building is let or sublet or shared unless force and violence are used to get in.

We will not cover loss or damage:

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

We will not cover:

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

Extensions to your building cover

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

 What's covered	 What's not covered
<p>13. Removing debris and building fees</p> <p>If there has been loss or damage which is covered under section A, we will pay for:</p> <ul style="list-style-type: none"> a. the reasonable cost of removing debris; b. the reasonable extra cost of reinstating the building that you have to pay to keep to legal regulations or local-authority bye-laws. <p>We will decide whether or not you require the services of an architect, a surveyor, a consulting engineer or any other expert to assist in the repair or reinstatement of the building. We will select the expert and we will discharge their reasonable fees.</p> <p>The most we will pay for any one claim is 10% of the building sum insured.</p>	<p>We will not 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"> a. before the destruction or damage happened; or b. for the undamaged parts of the building. <p>We will not pay for any expert engaged by you.</p>
<p>14. Damage to underground services</p> <p>We will cover accidental damage to:</p> <ul style="list-style-type: none"> a. cables and underground pipes which extend from the buildings to the public mains; and b. septic tanks and drain inspection covers. 	
<p>15. Breakage of fixed glass and sanitaryware</p> <p>We will cover accidental breakage of:</p> <ul style="list-style-type: none"> a. fixed glass in windows, doors, fanlights, skylight, domestic greenhouses, conservatories, porches and verandas; b. ceramic hobs or tops of cookers; and c. fixed sanitaryware and bathroom fittings. 	<p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> a. while the home is left unoccupied or unfurnished for 40 days in a row or more; or b. to ceramic hobs or tops in moveable cookers.

**What's covered****16. Loss of rent and the cost of other accommodation**

If you cannot live in your home because of loss or damage by causes 1 to 12, we will pay:

- a. the amount of rent (if you have tenants) you should
- b. the reasonable cost of similar alternative accommodation for you until your home is fit to live in again.

The most we will pay for any one 20% of the building sum insured.

17. Replacing locks

We will pay the cost of replacing locks (including keys) to any outside door of the home or any domestic safe or intruder alarm protecting the home if the keys have been stolen from the home. We will not pay more than €750 for any one claim.

18. Fire brigade charges

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

We will not pay more than €2,600 for any one claim under the policy.

19. Finding a leak

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.

The most we will pay is €750 for any one claim under the policy.

**What's not covered**

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

We will not cover any work involving repair, reconstruction or replacement.

**What's covered****20. Accidental damage to your building.****What's not covered**

We will not cover accidental damage:

- a. specifically excluded under the buildings section;
- b. by frost;
- c. by wear or tear or anything which happens gradually;
- d. by vermin, insects, fungus, wet or dry rot;
- e. by chewing, scratching, tearing or fouling by domestic animals;
- f. by mechanical or electrical breakdown;
- g. specifically covered somewhere else in this policy;
- h. arising from altering or extending the building or the cost of maintenance or routine decoration; or
- i. arising from faulty workmanship, faulty design or using faulty materials.

SECTION B

Landlords contents

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



What's covered

All of the following are covered as long as:

- a. they belong to you or you are legally responsible for them; and
- b. they are used for private purposes;

Furniture, carpets, furnishings and household goods.



What's not covered

We will not cover

- 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);
- b. landlord's fixtures, fittings and decorations including wooden floors;
- c. property more specifically insured by any other insurance;
- d. deeds, bonds, securities and documents;
- e. tenants' property;
- f. animals;
- g. clothes and articles of a strictly personal nature worn used or carried and also portable radios, portable TVs, sports equipment and bicycles;
- h. jewellery, items of gold, silver or other precious metals, watches, furs, cameras (which include video recorders and camcorders), binoculars, pictures and other works of art and collections of stamps, coins and medals; 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's covered	 What's not covered
<p>Your policy covers loss or damage to the contents in the home by the following causes.</p> <hr/> <ol style="list-style-type: none"> 1. Fire, lightning, explosion or earthquake <hr/> 2. Smoke <hr/> 3. Storm or flood <hr/> 4. Riot, civil commotion, strikes, labour and political disturbances <hr/> 5. Malicious damage <hr/> 6. Water escaping from a fixed water, drainage or heating installation, washing machine, fridgefreezer, dishwasher, waterbed or fish tank 	<hr/> <p>We will not cover loss or damage caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.</p> <hr/> <p>We will not cover loss or damage:</p> <ol style="list-style-type: none"> a. by frost; b. to property in the open; or c. to trees, shrubs and plants growing in the open. <hr/> <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> <hr/> <p>We will not cover loss or damage:</p> <ol style="list-style-type: none"> a. while the home is left unoccupied or unfurnished for 40 days in a row or more; or b. caused by people legally in the home <hr/> <p>We will not cover loss or damage caused:</p> <ol style="list-style-type: none"> a. by water escaping from a drain which leads to subsidence, heave or landslip; b. while the home has been unoccupied or unfurnished for 40 days in a row or more; or c. to the part or appliance from which the water leaks.

**What's covered****7. Subsidence or ground heave of the site on which the buildings stand, or landslip****8. Stealing or attempted stealing****What's not covered**

We will not cover loss or damage:

- a. arising from faulty workmanship, faulty design, faulty or inadequate drains or drainage systems, inadequate foundations or using faulty materials;
- b. to or resulting from solid floors or floor slabs moving unless the foundations of the walls outside are damaged at the same time and by the same cause;
- c. caused by structural alterations, demolition, repairs or extensions to the home;
- d. caused by normal settlement, shrinkage, expansion, chemical action or any structures bedding down;
- e. caused by made-up ground or land-filled sites settling or moving;
- f. caused by the coastal or riverbank or lakeside wearing away; or
- g. which began before cover was granted under this policy.

1. We will not cover:

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

2. We will not pay for the following unless violence and force have been used to get in or out of the home:

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

✓ What's covered	✗ What's not covered
<p>9. Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting the home</p> <hr/> <p>10. Radio and television aerials, fittings and masts and satellite dishes breaking or collapsing</p> <hr/> <p>11. Oil escaping from a fixed oil-fired heating installation including smoke damage due to faulty oil-fired heating installation</p> <hr/> <p>12. Falling trees or branches</p>	<p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> a. caused by pollution or oil spillage if you hire any experts or contractors other than those carrying out emergency work without our permission. We will have to agree to you hiring these experts or contractors, and we have the right to choose experts from our own panel; b. to the part or appliance from which the oil leaked; or c. to any fixed domestic heating installation due to wear and tear, rust, or anything which happens gradually; or d. while the home has been unoccupied or unfurnished for 40 days in a row or more. <hr/> <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's covered	✗ What's not covered
<p>13. Accidental breakage of mirrors and glass</p> <p>We will cover accidental breakage of:</p> <ul style="list-style-type: none"> a. mirrors; b. fixed glass in, and glass tops of, furniture; and c. ceramic hobs and ceramic tops of cookers. 	<p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> a. while the home has been left unoccupied or unfurnished for 40 days in a row or more; b. damage to property not in the home.

**What's covered****14. Contents in the open**

We will cover loss or damage by causes 1 to 12 to contents in the open but within the boundaries of the home. The most we will pay for any one claim is €750.

15. Accidental damage to landlords contents**What's not covered**

We will not cover loss or damage to any plant, shrub or tree;

We will not cover accidental damage:

- a. specifically excluded under this section;
- b. covered somewhere else in this policy;
- 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, manufacturing faults, vermin or insects;
- d. arising from loss in value or consequential loss;
- e. by chewing, scratching, tearing or fouling by domestic animals;
- f. by mechanical or electrical breakdown;
- g. arising from faulty workmanship, faulty design or using faulty materials;
- 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;
- i. caused by settlement or shrinkage;
- j. caused deliberately by any member of your household;
- k. to food, drink or plants; or
- l. to items of glass, china, porcelain, earthenware or stone (or other items of a similar brittle material).

SECTION C

Liability

The policy excess does not apply to this section.

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's covered	✗ What's 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">a. bodily injury (including death or disease) to any person; orb. loss or damage to property which happens anywhere in the world during the period of insurance. <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">a. We will not cover liability for:<ul style="list-style-type: none">▷ bodily injury to you;▷ bodily injury any person 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▷ loss of or damage to property belonging to you or in your custody and control.b. We will not cover liability arising from:<ul style="list-style-type: none">▷ any wilful, malicious, deliberate or reckless act you commit;▷ you carrying out any trade, business, profession or employment;▷ you living in, using or controlling any land or building, other than the building referred to in section A or any temporary home;▷ you owning any land or building, other than, if section A applies, the building referred to in section A;▷ you owning or using animals other than horses, cats or dogs and other animals normally domesticated in Ireland;▷ 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;

✓ What's covered	✗ What's not covered
	<ul style="list-style-type: none"> ▷ 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; ▷ any lift you own or for which you are responsible for maintenance; ▷ you owning, or using, any firearm or sporting gun; or ▷ human immunodeficiency virus (HIV) or any HIV-related illness including acquired immune deficient syndrome (AIDS) or any variations however caused. <p>c. We will not cover liability you have under an agreement, unless you would have been liable if the agreement did not exist.</p> <p>d. Any liability for which you must have insurance cover under the terms of the Road Traffic Acts.</p>

Subsection 2 - Liability to domestic employees

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

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

**What's covered**

We will also pay legal costs and expenses anyone can recover and all costs and expenses we agree in writing.

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.

**What's not covered**

- 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.
- 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.
- g. Any liability for which you must have insurance cover under the terms of the Road Traffic Acts.

SECTION D

Emergency Home Assistance

Home Emergency Insurance Policy

Thank you for choosing this policy.

Your policy provides assistance in the event of certain home emergencies, which impact the safety and security of your home, potentially rendering it uninhabitable.

This policy is suitable for someone who wishes to cover an emergency caused by specified events when they do not already have relevant insurance cover.

It is not designed to replace your buildings and contents insurance and will not provide assistance for normal day to day home maintenance.

This policy provides assistance in the event of the emergencies outlined in the table below.

Please call us as soon as you are aware of the emergency.

Status disclosure

This policy is administered by AXA Assistance (Ireland) Limited, Kilmartin, N6 Retail Park, Athlone, Co Westmeath. AXA Assistance (Ireland) Limited is regulated by the Central Bank of Ireland.

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and is regulated by the Central Bank of Ireland for conduct of business rules. AXA Assistance (Ireland) Limited provides the emergency assistance services and benefits described in this policy during the Period of Insurance. AXA Assistance (Ireland) Limited assistance helpline.

Your policy is subject to Irish Law and you and we agree to submit to the non-exclusive jurisdiction of the Irish Courts if there is an unresolved dispute between us.

Important information

This document sets out the terms and conditions of your cover and it is important that you read it carefully.

If we make any changes to your policy cover limit, these will be confirmed to you separately in writing.

Each section of this document explains what is and is not covered. There are also general exclusions that apply to all sections of the cover, and there are general conditions that you must follow for the policy to cover your claim.

How to make a claim

Please call us as soon as you are aware of the emergency.

Are you having one of the following emergencies?

- ▶ Plumbing and Drainage
- ▶ Failure of internal electrics
- ▶ Security (i.e. glazing & locks)
- ▶ Pests
- ▶ Gas supply pipe
- ▶ Boiler & Heating
- ▶ Roofing

If so, to obtain assistance, contact the 24 hour Emergency Helpline on:

1890 253 347

Please have as much information as possible to hand including your policy number, to enable us to assist you as quickly as possible.

What will happen next:

- ▶ If you suffer an emergency at your home, you should tell us on the emergency telephone number. We will then:

- ▶ Advise you how to protect yourself and your home immediately;
- ▶ Validate your policy and arrange for one of our authorised contractors to get in touch with you to make an appointment or to settle your claim on a reimbursement basis;
- ▶ We, along with our authorised contractors under our delegated authority, will then manage your claim from that point onwards and keep you updated throughout your claim journey;
- ▶ We will organise and pay up to €250 (€500 for roofing) per claim including VAT, call out, labour, parts and materials to carry out an emergency repair;
- ▶ In the event of your home becoming uninhabitable and remaining so because of a covered event, we will contribute up to €100 inc VAT in total towards the cost of your (including your pets) accommodation including transport, on a reimbursement basis;
- ▶ We would always recommend that you arrange for a permanent repair to be completed by a qualified tradesperson as soon as possible, once we have carried out an emergency repair and contained the Emergency for you, as this may only provide a temporary solution to the problem.

Claims under this policy can only be made by

You, your immediate family, lodger or anyone calling on your behalf

If the emergency repair costs more than €250 (€500 for roofing) including VAT

We will: require you to contribute the difference or subject to our prior agreement and on receipt of your engineer's fully itemised and paid invoice, we would pay you up to €250/€500 inc. VAT as a contribution to a repair which you will arrange yourself, taking account of costs already reasonably incurred by our authorised contractor, for the initial visit.

This will be in full and final settlement of your claim.

When we make a repair we will leave your home safe and habitable but we will not be responsible for reinstating it to its original condition,

although you may find that this is covered under your buildings insurance.

In some circumstances we may find it difficult to deploy an authorised contractor to attend your home or deal with your emergency within a reasonable timescale. Examples of such circumstances are:

- ▶ Excessive demand
- ▶ Bad weather
- ▶ Industrial action
- ▶ Parts availability
- ▶ Availability of a specialist.

In these circumstances, you may, with our prior agreement, arrange for your own contractor to resolve your emergency and we will refund the cost of your contractor up to €250.

Please provide a fully itemised invoice or receipt from your own contractor to support your claim for reimbursement. We will only reimburse the cost of the emergency repair applicable under the policy.

Other insurance

If you make a claim for any liability, loss or damage that is also covered by any other insurance policy, we will only pay our share of the claim.

Getting our claims costs back

If we think someone else is at fault for a claim that we pay, we may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that we make.

Anyone making a claim under this policy must give us any help and information that we need.

Parts availability

Availability of parts is an important factor in providing emergency repairs. If our engineer does not carry the spare parts needed on the day of your appointment, we will do all we reasonably can to find and install parts from our approved suppliers. We may use new parts or parts that have been reconditioned by the manufacturer or approved third parties.

We may not replace parts on a like for like basis but will provide an alternative suitable for containing the emergency. 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; we will keep you informed throughout your claim.

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

Meaning of words

Wherever the following words and phrases appear in bold in this document they will always have the following meanings.

1. Authorised Contractor

A tradesperson authorised by us to assess your claim, and carry out repairs in your home under this policy and under our delegated authority.

2. Covered / Insured Events

Emergency to essential services in your home listed in the section below headed “What is covered”.

3. Emergency

A sudden and unforeseen incident in your home which immediately;

- ▶ exposes you or a third party to a risk to health or;
- ▶ creates a risk of loss or damage to your home and/or any of your belongings or;
- ▶ makes your home uninhabitable.

4. Emergency Repairs

Work undertaken by an authorised contractor to resolve the emergency by completing a temporary repair.

5. Insured / You / Your

You, the policyholder, and /or any member of your immediate family or lodger normally living at your home.

6. Local Territory

Republic Of Ireland

7. Period of Insurance

One year from the start or renewal date shown on your policy certificate. If a mid-term adjustment has been made, the date on your new policy certificate.

8. Home

The house or flat shown on your policy certificate, its integral (built-in) garages all used for domestic purposes only in Ireland. It does not include detached garages, sheds, greenhouses, outbuildings and other buildings.

9. Temporary Repair

Repairs and/or work immediately required to stop further damage being caused by the emergency. You will need to replace this with a permanent repair.

10. We / Us / Our

Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and/ or its service provider AXA Assistance (Ireland) Limited, Kilmartin N6 Retail Park, Athlone, Co Westmeath. AXA Assistance (Ireland) Limited will arrange for you to receive the Home Emergency services described in this Policy using authorised contractors.

11. Reimbursement Basis

Subject to our prior agreement and on receipt of the engineer / installer/ supplier/ authorised contractor’s fully itemised invoice, we will pay you up to €250 inc. VAT as a contribution to a repair which you will arrange yourself.

This will be in full and final settlement of your claim.

12. Trace and Access

Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home.

✓ What's covered	✗ What's not covered
<p>We will only pay for the emergency repair.</p> <p>We will not pay for any damage caused by the emergency.</p> <p>The emergencies listed below are covered under this policy.</p>	<p>There are conditions and exclusions, listed below, which limit the type and value of emergency repairs you can claim for.</p> <p>Please read them carefully to ensure this cover meets your needs. We do not wish you to discover after an emergency has occurred that it is not covered under the policy.</p> <p>The following incidents are NOT covered under this policy.</p>

PLUMBING

✓ What's covered	✗ What's not covered
<p>An emergency relating to:</p> <p>The internal hot and cold water pipes between the main internal stopcock and the internal taps;</p> <p>The cold water storage tank;</p> <p>Flushing mechanism of a toilet;</p> <p>A leak from:</p> <ul style="list-style-type: none"> ▶ Your toilet; ▶ Visible pipes leading to and from the shower or bath; ▶ Internal section of the overflow pipe; ▶ Central heating water pipes. 	<p>Septic tanks, swimming pools and hot tubs;</p> <p>Repair to, or replacement of, all pipe work outside the home;</p> <p>Dealing with temporarily frozen pipes;</p> <p>Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as Trace and Access;</p> <p>Cost of trace and access to locate the source of the emergency. Replacement of tanks, cylinders and overflow pipes.</p>

DRAINAGE

 What's covered	 What's not covered
<p>An emergency relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak.</p> <p>The below is a list of emergencies that you would be covered for:</p> <ul style="list-style-type: none"> ▶ Blocked sinks, blocked or leaking waste pipes ▶ Blocked bath, toilets or external drainage ▶ You will still be covered if you do have another working toilet or bathing facility. 	<p>Repairs to drains that are the responsibility of the local water authority if outside the boundaries of your home</p> <p>Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes;</p> <p>Regularly cleaning your drains and any descaling of your drains;</p> <p>Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain;</p> <p>Repairing or unblocking drains which are used for commercial purposes;</p> <p>Making access to drain systems points of entry (such as manhole covers) if these have been built over;</p> <p>Drain clearance due to installation faults or misuse of drains</p> <p>Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as Trace and Access.</p> <p>Cost of trace and access to locate the source of the emergency.</p>

FAILURE OF INTERNAL ELECTRICS

✓ What's covered	✗ What's not covered
<p>Full failure of your electrics rendering your home uninhabitable. For example: failed wiring to immersion heaters/boilers/bathroom lights.</p>	<p>Failure of burglar/fire alarm systems, CCTV surveillance or swimming pools and their plumbing or filtration systems. Also shower units, replacement of light bulbs and fuses in plugs;</p> <p>Repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the home.</p>

SECURITY

✓ What's covered	✗ What's not covered
<p>Windows</p> <p>Broken and cracked windows which result in the home not being secure.</p> <p>We will undertake an emergency repair using boarding or similar material to resolve the immediate security risk.</p> <p>Keys and locks</p> <p>Gaining access to, or securing your home through an external door where you have no alternative due to:</p> <ul style="list-style-type: none"> ▶ lost or damaged keys; ▶ stolen keys; ▶ failure of the external locking mechanism to the door. <p>Damage to locks on external doors or windows caused by vandalism, theft or attempted theft where you are unable to secure your home;</p> <p>Replacement of a single set of keys (if this is the only alternative to resolve the emergency).</p>	<p>Windows, Keys and locks</p> <p>Fences, outbuildings and detached garages: damage to windows, doors or locks.</p>

PESTS

✓ What's covered	✗ What's not covered
<p>Removal of rats, mice, wasps and hornets, where evidence of infestation in your home has been found</p>	<p>Pests found outside your home, such as in detached garages and outbuildings.</p>

INTERNAL GAS PIPE



What's covered

A leak from the internal gas supply pipe in your home between the meter and a gas appliance. We will repair or replace the section of pipe, following the isolation of the gas supply by the National gas Emergency Service.

If you think you have a gas leak, you should immediately call:

Bord Gáis

Emergency Service on

1850 20 20 50.



What's not covered

Restoration of gas supply is not included. Please contact your Utility Company who will be able to arrange this for you;

Corrosion of the gas supply pipe due to natural wear and tear or methods used to conceal the pipe work, such as under a concrete floor, without adequate protection;

Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as Trace and Access.

BOILER AND HEATING SYSTEM



What's covered

Complete failure or breakdown of Your primary heating/hot water system, resulting in no hot water and/or heating.

We will also cover You for:

- ▶ A loss of water pressure within a boiler due to a fault;
- ▶ A water leak from the boiler/heating system.

Included:

Domestic gas and oil boilers within Your Home, the output of which does not exceed 60kWh. This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue.



What's not covered

Commercial boilers or heating systems with an output of over 60kWh;

Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion.

Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation;

Thermostatic valves;

Replacement of any equipment added to the standard heating system such as a Magnaclean or similar device;

Any costs for the repair of Your heating system which is covered by a manufacturer, supplier, installer or repairer guarantee or warranty;

Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of Your boiler or main heating system;

Any repair or replacement of under floor heating systems, warm air units, air or ground source heat pumps.

**What's covered**

If We are unable to repair Your boiler/hot water system and You choose to not replace it, cover under this section will no longer apply.

**What's not covered**

Any fault arising due to sludge/scale/rust/debris within the primary heating system or damage caused by any other chemical composition of the water e.g. if You reside in a hard water area (as per the Local Water Authority);

Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders;

Repair to, or replacement of, gas appliances such as cookers;

Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions;

Failure of boilers or heating systems that have not been serviced within the past 2 years by a qualified person;

Boilers over 15 years of age;

Boilers that are beyond economic repair are not covered;

Repair or replacement of the flue due to wear and tear;

Any adaptations made to the property which do not comply with the regulations applicable at the time.

TEMPORARY HEATING**What's covered**

If You have no heating and a part needs to be ordered following the engineer's first visit, or if We are unable to repair the boiler/heating system, You have the option to either purchase heaters up to a value of €60 inc VAT on a Reimbursement Basis. These heaters are Yours to keep.

**What's not covered**

ROOFING



What's covered

Sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather.



What's not covered

Damage to external guttering.

General Exclusions

We will not cover the following:

1. Loss or damage arising from emergencies which were known to you before the start date of this policy;
2. Any loss where you did not contact us to arrange repairs;
3. No more than 4 call outs in any one period of insurance;
4. Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company;
5. Any emergency in a home that has been unoccupied for more than 40 consecutive days;
6. Any defect, damage or failure caused by:
 - i. modification or attempted repair to all or any part of your property by you or your own contractor which results in damage to that or another part of your property;
 - ii. failure to comply with recognised industry standards;
 - iii. your or your contractor's malicious or wilful action, misuse or negligence
7. Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; 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;
8. Any loss or damage arising from structural problems as a result of any form of subsidence, bedding down of new structures, demolition, alterations to your home or the use of defective products;
9. Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
10. This insurance does not cover normal day to day maintenance at your home that you should carry out. 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;
11. If you have been advised of remedial work, which you cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as your local water authority, utility company or boiler manufacturer;
12. No costs for repairs, parts or services are payable under this insurance unless we have been notified by you or a person calling on your behalf through the 24 hour claims helpline, and we have approved a contractor in advance;
13. Cost of Trace and Access to locate the source of the emergency;
14. Any boiler inspections or any other emergency repairs where asbestos may be disturbed;
15. The removal of asbestos;
16. Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as Trace and Access.

17. When we make a repair we will leave your home safe and habitable but we will not be responsible for reinstating it to its original condition;
18. Where Health and Safety regulations or a risk assessment that has been carried out, prevent our authorised contractors being able to attend to the emergency or carry out work in your home;
19. We reserve the right to decline to renew your policy.
20. We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Investor Compensation Scheme (ICS)

AXA Assistance Ireland are members of the Investor Compensation Scheme, the scheme is administered by The Investor Compensation Company Ltd (ICCL). The Act provides that compensation shall be paid to eligible customers if we are unable to make payment of money we owe to them in relation to the provision of our services.

For more information see www.investorcompensation.ie in the unlikely event you need to make a claim.

Data Protection

Details of you, your insurance cover and claims will be held by us and our authorised contractor for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1988 and 2003.

Under the Data Protection Act 1988 and 2003 you are entitled to a copy of the information we hold about you on request.

By purchasing our products and services, you agree that We may:

- a. disclose and use information about you and your insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer

and service your insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.

- b. monitor and/or record your telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c. undertake all of the above within and outside the United Kingdom and the European Union. This includes processing your information in other countries in which data protection laws are not as comprehensive as in the European Union. However, We have taken appropriate steps to ensure the same (or equivalent) level of protection for your information in other countries, as there is in the European Union.

Alternative Format

Please contact us in writing or by phone 0906 486300 if you would like to receive these terms and conditions in an alternative format, for example on audio tape or in large print.

SECTION E

Landlord's legal costs insurance

Landlord's legal costs insurance

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

The insurance covers 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.



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.

Definitions applying to this section

1	Act	The Residential Tenancies Acts 2004 to 2006 or amendments thereof.
2	Adviser	The Arc panel solicitor or their agents appointed by Arc to act for you.
3	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.
4	Arc/We/Our/Us	Arc Legal Assistance Limited who administer claims under this insurance.
5	Dilapidations Inventory	A full and detailed inventory of your contents and their condition within the buildings which has been signed by the tenant.
6	Insured incident	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
7	Proceeding	Any steps involved in terminating a tenancy to include; issuing a notice of termination, obtaining a determination order from the PRTB after a mediated agreement or decision of the adjudicator or tribunal and enforcement of the determination order in the Circuit or High Court.

8	PRTB	The Private Residential Tenancies Board.
9	Rent	The monthly amount payable by the tenant to you as set out in the tenancy agreement.
10	Tenancy agreement	A tenancy between you and the tenant in relation to the buildings which falls within the scope of the Act and which has been registered with the PRTB and which is: <ul style="list-style-type: none"> a. appropriate for the tenancy; and b. signed and independently witnessed by you and the tenant(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	Territorial limits	The Republic of Ireland.

 What's covered	 What's not covered
<p>A</p> <p>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.</p>	<p>We will not cover an insured incident: -</p> <ul style="list-style-type: none"> ▶ Where you fail to provide evidence that you successfully completed a tenant reference on the tenant prior to the start of the tenancy agreement or where the tenancy agreement started more than 31 days after the tenant reference. ▶ Where you are in breach of any aspect of the Act, ▶ Relating to cases brought to the PRTB by the tenant against you, ▶ Where you have issued an invalid termination notice, ▶ Arising from or connected to the performance of your obligations under the tenancy agreement or where there are insufficient prospects of success in the proceedings due to the terms of the tenancy agreement being unenforceable.

**What's covered****What's not covered**

- ▶ Arising from dilapidations unless the missing or damaged items were contained within a dilapidations inventory.
- ▶ Where the amount in dispute is less than €375 including tax,
- ▶ Where the use of the buildings is not solely residential.
- ▶ Where the tenant is not aged 18 years or over.
- ▶ Where you have allowed the tenant into possession of the buildings before:
 - ▷ all parties have signed the tenancy agreement,
 - ▷ you have obtained a tenant reference,
 - ▷ all necessary statutory pregrant notices to the tenant have been issued,
 - ▷ the first months rent has been received in cash or cleared funds and
 - ▷ the dilapidations inventory has been signed by the tenant.
- ▶ Where you have failed to keep full and up to date rental records or have failed to provide a rent book as required pursuant to Article 5(2)B of the Housing Rent Books Regulations 1993 (SI146/1993) or any amendment thereof or have allowed the tenancy agreement to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with.
- ▶ If you or your agent gave any false or misleading information when you applied for the tenant reference.
- ▶ Relating to any occupant of the buildings over the age of 18 authorised by you, other than the tenant,
- ▶ Where advisers' costs have been incurred as a result of your failure to follow the advice of the adviser or arising from your failure to take any action recommended by us or the adviser to recover possession of the buildings as promptly as possible.

✓ What's covered	✗ What's not covered
<p>B</p> <p>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.</p> <p>The nuisance or trespass must have started at least 180 days after you first purchased this insurance.</p>	<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's 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,
 - ▷ agree with us the rate at which his costs will be calculated. If no agreement is reached we will ask the Law Society of Ireland to nominate an adviser and this nomination shall be binding.
- i. The adviser will;
 - ▷ provide a detailed view of your prospects of success including the prospects of enforcing any judgement obtained,
 - ▷ keep us fully advised of all developments and provide such information as we may require,
 - ▷ keep us regularly advised of advisers' costs incurred,
 - ▷ advise us of any offers to settle and payments in to court. If contrary to our advice such offers or payments are not accepted we will not cover further advisers' costs unless we agree in our absolute discretion to allow the case to proceed,
 - ▷ submit bills for assessment or certification by the appropriate body if requested by us,
 - ▷ attempt recovery of costs from third parties,
- j. In the event of a dispute with advisers' costs we may require you to change adviser.

- k. Underwriters will only be liable for costs for work expressly authorised by us in writing and undertaken while there are reasonable prospects of success.
- l. You must supply all information requested by the adviser and us.
- m. You are responsible for any advisers' costs if you withdraw from the proceedings without our prior consent. You must reimburse any costs already paid by us.

2 Reasonable prospects

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

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

Authorisation

Arc Legal Assistance Limited is authorised by the Financial Conduct Authority in the United Kingdom under FCA reference number 305958 and is regulated by the Central Bank of Ireland for conduct of business rules. 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 FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on **00 44 845 606 1234** (or The Central Bank of Ireland at registers@centralbank.ie or by ringing **01-224 4000**).

Telephone legal advice line

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

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

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

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

To make a claim

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.

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 and Pensions Ombudsman.

Our contact details are:

Arc Legal Assistance Ltd.,
Dept. AA1312,
PO Box 6151,
Dublin 2.
Tel 0044 1206 615000
E-mail customerservice@arclegal.co.uk

The Financial Services and Pensions Ombudsman contact details are:

Financial Services and Pensions Ombudsman
3rd Floor
Lincoln House,
Lincoln Place,
Dublin 2.
Tel 1890 88 20 90.

Endorsements



Endorsements are changes to the standard policy wording.

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 landslide.
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 landslide.

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 or flood cover

We do not provide cover under cause 3 - storm or flood of section

A - Buildings and section B - Contents.



Know You Can



We're here to help.

If you have questions,
phone your **Broker**, contact your
local AXA Branch or go to **axa.ie**

For help with claims, ring us on
1890 24 7 365
(From outside ROI 003531 8583200)