

# **munstergroup** INSURANCE



(Underwritten by)



**Landlord** Protect

Policy Document

**Munstergroup Insurance**  
**LANDLORD POLICY DOCUMENT**  
(Underwritten by Surestone Insurance dac)

**Welcome to Munstergroup**

Thank **you** for buying a Munstergroup Insurance policy underwritten by Surestone Insurance dac. **We** are really pleased that **you** have chosen **us** for **your** Landlord insurance needs and **we** are confident that **you** will be satisfied with the cover and service **you** receive. This booklet contains everything **you** need to know about **your** insurance and how to contact **us**. This is **our** Landlord insurance product. This product has been designed to allow **you** flexibility in terms of the range of cover **you** have selected to suit **your** needs as well as a range of cover, benefits and level of deductible. **Your** Schedule should be read in conjunction with **your** policy booklet, so make sure **you** keep it in a safe place.

**EXCEPTIONAL SERVICE**

**Our** claims service goes the extra mile and **we** are committed to doing the right thing for **you**. **We** aim to settle claims quickly and efficiently, even in the most difficult circumstances. If **you** ever need to make a claim, just call **our** friendly call centre on:

**Republic of Ireland:** 01 2611434



Padraic McNicholas CEO  
Munstergroup Insurance

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**Introduction**  
**Munstergroup Insurance**  
**LANDLORD INSURANCE POLICY DOCUMENT**  
(Underwritten by Surestone Insurance dac)

**Contract of Insurance**

This policy has been arranged by Munstergroup Insurance and is underwritten by Surestone Insurance dac. This is a contract between **You** and **Us**. The contract of insurance consists of two documents:

- a) A policy document that details the extent of cover applying to each of the policy sections as well as the policy conditions and exceptions; and
- b) A **Schedule** that includes details of the risk address, operative sections endorsements and clauses, cover level applying, the **Sums Insured** and the **Period of Insurance**.

Under the relevant European and Irish legal provision, the parties to this contract of insurance are free to choose the law applicable to the contract. **We** propose that Irish Law governs this contract.

Please read these documents carefully. If they do not meet **Your** requirements or if **You** have any queries regarding the cover or terms and conditions, please contact **Your** insurance broker or intermediary.

**We** will insure **You** under those sections and for the items shown in the **Schedule** as operative during any **Period of Insurance** for which **We** have accepted **Your** premium provided all the terms and conditions of the policy have been met.

The policy, **Schedule** and any **Endorsements** should be read as if they were one document and any word or expression to which a specific meaning has been given in any part of the contract shall have the same meaning wherever it appears.

The Proposal Form/Statement of Fact is a record of the information provided by **You** and is the factual basis of this contract.

This document completed on **your** behalf by Munstergroup Insurance or an alternative Insurance Broker or intermediary is a record of all relevant information **you** gave and declarations made by **you** at the time the insurance was arranged and on which **we** have relied when agreeing to offer this Contract of **landlord** insurance.

If **you** do not give **us** full and accurate information of **material facts** at the start, and tell **us** about changes, this Contract of **landlord** insurance may no longer be valid and **we** may cancel **your** policy and/or refuse to deal with any claim.

**Important Things you should know**

**1. Important Information**

Please read this policy document and the **Schedule** (including endorsements) very carefully. Together with the information **you** gave **us** in the Proposal Form / Statement of Fact and declarations that **you** have made, they form the contract of **your** landlord insurance. **You** should pay particular attention to the general exclusions, general conditions and any **endorsements** that apply.

Please tell your Insurance Broker immediately if **you** have any questions, if the cover does not meet **your** needs or if any part of **your** insurance documentation is incorrect.

**2. Cooling-Off Period / Right To Cancel**

**You**, the consumer, have the right to cancel this policy within 14 days of inception or renewal date without penalty and without giving any reason. To do this, **you** must advise Munstergroup Insurance or **your** Insurance Broker. If **you** choose to cancel this policy during the Cooling-Off period and as long as **you** haven't made any claims, **we** will work out the premium for the period **we** have been insuring **you** and refund the balance.

**3. The Policy is underwritten by:**

Surestone Insurance dac,  
Merrion Hall,  
Strand Road,  
Sandymount,  
Dublin 4  
D04 P6C4  
Telephone: +353 1 6601240  
Surestone Insurance dac is regulated by the Central Bank of Ireland

**4. The Policy is arranged by:**

Munster Insurances & Financial Ltd t/a Munstergroup Insurance,  
Bank House,  
Bindon Street,  
Ennis,  
Co. Clare  
Telephone: +353 65 6841766  
Munstergroup Insurance is regulated by the Central Bank of Ireland

**5. Data Protection Notice**

It is important that **you** read this Data Protection Notice or that someone explains it to **you**. The Notice must be shown to any party related to the insurance. It explains how **we** may use **your** details and tells **you** about the systems and registers that **we** and others have in place which allow **us** to detect and prevent fraudulent applications and claims. **You** must tell **us** about any incident (such as an accident, fire or theft) whether or not a claim is likely to result.

When **you** tell **us** about such an incident, information relating to it will be passed to the registers. **We** may search these databases when **you** apply for insurance, at renewal or in the event of an incident or a claim, to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim. **We** may share information about **you** with other companies providing services to **us**.

## 6. Preventing and detecting fraudulent claims history

In order to prevent and detect insurance related fraud, **we** may do the following at any time:

- Share information about **you** with other Companies providing services to **us**.
- Check and/or file **your** details with fraud prevention agencies, registers and databases and if **you** give **us** false or inaccurate information/or make or attempt to make a fraudulent claim, this information will be recorded on the registers.

If **you** have any queries or would like more information about Data Protection, please write to the:

Office of Data Protection Commissioners,  
Canal House,  
Station Road,  
Portarlinton,  
Co. Laois

Email: [info@dataprotection.ie](mailto:info@dataprotection.ie)

Under the Data Protection Acts 1988 and 2003 of Ireland, **you** are entitled, if **you** pay a fee, to receive a copy of the information **we** hold about **you**.

## 7. The law which applies to the contract

Under European law and the law of the Republic of Ireland, **you** and **we** can choose the law which will apply to this contract. **We** propose that the law of the Republic of Ireland will apply.

## 8. Complaints Policy

### 1) Complaints Policy - All Policy Sections

**We** aim to give excellent service to all **our** customers; however, **we** recognise that things may occasionally go wrong.

**We** will do **our** best to deal with **your** complaint as effectively and quickly as possible.

**We** will acknowledge each complaint on paper or another durable medium within 5 days of the complaint being received.

**We** will provide **you** with the name of one or more individuals to be **your** point of contact in relation to the complaint until it is resolved or cannot be progressed further.

**We** will provide **you** with regular updates on the progress of the investigation of a complaint at intervals of not less than 20 business days starting from the date on which the complaint was made.

**We** will attempt to investigate and resolve a complaint within 40 business days of having received the complaint.

Any telephone calls made in connection with this policy may be monitored or recorded to assist with staff training and for quality control.

Where 40 days have elapsed and the complaint is not resolved, **you** can contact the relevant Financial Services Ombudsman Bureau.

<b>Step 1</b>	If <b>you</b> arranged <b>your</b> cover through an agent or adviser, please send <b>your</b> complaint to them.
<b>Step 2</b>	If <b>your</b> complaint is not sorted out to <b>your</b> satisfaction, please contact: Customer Services Team Munstergroup Insurance Bank House, Bindon Street, Ennis, Co. Clare Tel: +353 65 6841766 Email: <a href="mailto:info@munstergroup.com">info@munstergroup.com</a> Web: <a href="http://www.munstergroup.com">www.munstergroup.com</a>
<b>Step 3</b>	If for some reason <b>you</b> are not happy with how Munstergroup Insurance has dealt with <b>your</b> complaint please then contact the following. Customer Relations Manager Surestone Insurance dac Merrion Hall, Strand Road, Sandymount, Dublin 4 D04 P6C4 Ireland Tel: +353 1 6601240 Email: <a href="mailto:enquiries@surestoneinsurance.ie">enquiries@surestoneinsurance.ie</a>
<b>Step 4</b>	If <b>you</b> are still unhappy and: <b>Your</b> complaint relates to the sales or administration of <b>your</b> policy, then contact: The Financial Services Ombudsman Bureau at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. LoCall: 1890 88 20 90 Phone: 01 662 0899 Fax: 01 662 0890 E-mail: <a href="mailto:enquiries@financialombudsman.ie">enquiries@financialombudsman.ie</a> Web: <a href="http://www.financialombudsman.ie">www.financialombudsman.ie</a>

**9. Insurance Act 1936 (Section 93)**

All **money** which is paid or may be paid by **us** to **you** under this policy will be paid in The Republic of Ireland.

**10. Stamp Duties Consolidation Act 1999**

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



## Definitions: Meaning of Words

Certain words in the policy have the specific meanings given below. To help **You** identify these words in the policy **We** have printed them in **bold** throughout.

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**Bodily injury** means death, injury, illness or disease.

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**Buildings** means the **Landlord Premises** built with brick, stone or concrete and roofed substantially (at least 70%) with slates, tiles, concrete or other incombustible materials, including its domestic outbuildings, garages, sanitary fixtures, swimming pools (but not outdoor spas, saunas and hot tubs) tennis courts, patios, terraces, drives, footpaths, walls, gates & decks; hedges and fences, aerials, satellite aerials and their fittings and masts securely attached to the Building, fuel, septic and service tanks, landlords fixtures and fittings, to the **Buildings**, fitted, wooden or laminated flooring, built in kitchen, bathroom or bedroom units and their integrated appliances all on the same site provided they are all within the boundary of the **Landlord**.

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### Landlord Contents

Landlord Contents are defined as household goods, furniture and furnishings belonging to You or for which You are legally responsible, all contained in the private dwelling house and provided by You for the use of Your Tenant(s), but excluding:

- Property otherwise insured
- Tenants' property
- Motor vehicles, marine craft, caravans and trailers, aircraft or parts, keys or accessories of, on or in any of them
- Animals and livestock
- Any item, set or collection of jewellery, precious metal, picture, other work of art, furs, stamps, coins and other such items, sets and collections

Deeds, bonds, securities for money, manuscripts, certificates, bills of exchange, promissory notes

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**Credit or debit cards** mean credit, cheque, bankers or cash dispensing cards.

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**Endorsement** means changes to the terms of **Your** policy that are shown on the **Schedule**.

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**Excess** means the monetary amount of any claim that is not insured. There are different types of **Excess** namely a) standard, b) Subsidence, c) Snow Load, d) Flood, e) Storm Damage on Non-Standard Roof Portion, f) Optional Voluntary Excesses and these are clearly shown on the **Schedule**. The applicable **Excess** for each cover is stated in the policy.

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**Family** means **Your** spouse, common law spouse, children (including adopted and foster children), parents and siblings who normally reside in the Landlord.

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### Flood

1. Escape of water from the normal confines of any natural or artificial watercourse (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam  
**or**
  2. Inundation from the sea whether resulting from storm or otherwise.
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**Fungi** means any type of fungus including, but not limited to, all forms of mould or mildew and any mycotoxins, spores, scents, vapours, gas or substance including any by-products produced or released by **Fungi**.

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**Geographical limits** mean Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.

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**Ground heave** means the upward expansion of the ground resulting in damage to the building foundations.

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**Landlord Premises** means the private dwelling, garage and outbuildings used for domestic purposes at the address shown in the **Schedule**.

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**Holiday home** means a home, bungalow, or self-contained purpose-built apartment at the address shown in the **Schedule** that is not **Your** main residence and is used solely for recreational and non-business purposes.

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**Household** means **Your Family** and domestic staff permanently living in the **Home**.

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**Landslip** means the downward movement of sloping ground.

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#### **Material Facts**

A material fact is any fact which may influence the judgement of an insurer in deciding whether to accept a risk and if so at what rate of premium to apply.

How do **you** as an Insured know what an underwriter may regard as 'material'? If in doubt as to whether some piece of information is relevant, tell **us** anyway.

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**Money** means cash, cheques, postal orders, bankers drafts, travel tickets, traveller's cheques, savings stamps and certificates, premium bonds, current postage stamps, credit notes, gift tokens, luncheon vouchers, trading stamps and telephone call cards all held for social or domestic purposes.

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**Paying Guests** means guests paying for short-term accommodation for Bed & Breakfast purposes.

**Room to Let** means Tenants (being non-student in occupation) cohabiting the owner occupier in the landlord Premises on a long term basis

**AirBnB** means professional AirBnB occasional lettings of the landlord Premises which is the main residence of the insured

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**Period of Insurance** means the period shown in the **Schedule**.

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**Premises** mean the Insured Property shown on the **Schedule** comprising of the **Buildings** and the land within the boundaries up to a maximum of 2 acres of land unless agreed by **us**.

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**Schedule** means the document that gives details of the cover **You** have.

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**Settlement** means the vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the Weight of the building.

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**Single Article Limit** means the maximum amount which **We** will pay for any one article, set or collection unless it is specified separately on the policy

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**Subsidence** means the downward movement within the ground independent of the building load.

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**Sum insured** means the amount shown in the **Schedule** as the most that **We** will pay for claims resulting from any one incident.

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**Tenant** means a person living in the **Landlord Premises** under a rental or lease agreement with **You**.

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**Tenanted** means a **Landlord Premises** where there is a current rental or lease agreement in place and the **Tenant** continues to reside at the **Landlord Premises** under that agreement.

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**Unfurnished** means without sufficient furniture and furnishings for normal living purposes.

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**Unoccupied** the property is deemed **unoccupied** when it has not been lived in for more than 30 consecutive days.

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**Untenanted** means a **Landlord Premises** where there is no current rental or lease agreement in place or where the **Tenant** has ceased to reside in the **premises**.

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**Valuable property** means jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, paintings, works of art, curios, antiques, furs, musical instruments, radios, televisions, other audio or video equipment and computer equipment. Unless otherwise stated on the **Schedule** the most **We** will pay is outlined in Section 5 - Table of Benefits.

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**Insurers/We/Us** and **Our** means Surestone Insurance dac

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**You** and **Your** means the person or people shown in the **Schedule** as the Insured

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**Section 1: Buildings**

Unless otherwise stated the standard **Excess** shown in the **Schedule** applies to all claims under this section.

The **Buildings** are insured for the amounts shown in the **Schedule** against loss or damage caused by the events listed 1 - 9 in the table below.

	<b>COVERED</b>	<b>NOT COVERED</b>
1.	Fire, smoke, lightning, explosion or Earthquake	Smoke damage caused by agricultural or industrial operations, any gradual operating cause or smog. The Standard <b>excess</b> shown in the <b>Schedule</b> .
2.	Storm, <b>Flood</b> or Snow Load	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by frost, <b>Subsidence, Ground heave or Landslip</b> to gates, fences or hedges</li> <li>• due to wear and tear or gradual deterioration</li> <li>• for loss or damage caused by weight of snow to gutters, fascia, soffit and to garages and outbuildings.</li> <li>• caused after the Landlord Premises is left Unoccupied for more than 30 consecutive days.</li> </ul> <p><b>We</b> will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the <b>Buildings</b>.</p> <p>The Standard <b>excess</b> shown in the <b>Schedule</b> For Storm, however, the excess will increase to €500 for loss or damage to any area of the Roof which is of non-standard construction. The <b>Flood</b> or Snow Load <b>excess</b> shown in the <b>Schedule</b>.</p>

	<b>COVERED</b>	<b>NOT COVERED</b>
3	<b>Subsidence</b> or <b>Ground heave</b> of the site on which the <b>Buildings</b> stand or <b>Landslip</b> .	<p>Loss or damage in respect of apartment blocks (purpose-built or converted).</p> <p>Loss or Damage:</p> <ul style="list-style-type: none"> <li>caused by <b>Settlement</b> due to building load, bedding down, coastal, lake or river erosion, or erosion from the escape of water from any underground pipe, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials,</li> <li>caused by building on made-up ground or filled-in land, or caused by tunnelling work</li> <li>caused by leaking underground water pipes or sewers</li> <li>to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts, service and septic tanks, sewers, swimming pools unless liability is admitted under the policy for loss or damage to the <b>Landlord Premises</b> from the same cause occurring at the same time,</li> <li>to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause, associated with such causes arising prior to inception of this policy.</li> <li>caused after the <b>Landlord Premises</b> is left <b>Unoccupied</b> for more than 30 consecutive days.</li> </ul> <p>Loss or damage if any part of the <b>Buildings</b> suffered previous loss or damage by <b>Subsidence</b>, <b>Ground heave</b> or <b>Landslip</b> unless it has been disclosed to and accepted by <b>us</b>.</p> <p>The <b>Subsidence Excess</b> shown on the <b>Schedule</b> applies to this cover.</p>
4.	Stealing or attempted Stealing	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>caused after the <b>Landlord Premises</b> is left <b>Unoccupied</b> for more than 30 consecutive days.</li> <li>To property outbuildings or garages</li> <li>Unless involving entry or exit by force or violent means</li> </ul> <p>The Standard <b>excess</b> shown in the <b>Schedule</b>.</p>
5.	Riot, civil unrest, labour or political disturbance	<p>The first €3,000 of loss or damage if caused by the tenant or by any person lawfully on the premises or by any person invited onto the premises by You or by a tenant.</p> <p>Loss or damage caused after the <b>Landlord Premises</b> is left <b>Unoccupied</b> for more than 30 consecutive days.</p> <p>The Standard <b>Excess</b> shown in the <b>Schedule</b>.</p>

	<b>Covered</b>	<b>Not Covered</b>
6.	Vandals or malicious People	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• by any person lawfully on the <b>Premises</b> or any person invited onto the <b>premises</b> by <b>You</b> or <b>the Tennant</b>.</li> <li>• after the <b>Landlord Premises</b> is left <b>Unoccupied</b> for more than 30 consecutive days.</li> <li>• To boundary walls, hedges, tennis courts, gates, fences, terraces, patios, drive-ways, footpaths, swimming pools, lawns, trees, shrubs and plants</li> <li>• while the <b>Landlord Premises</b> is <b>Unfurnished</b>.</li> </ul> <p>The first €3,000 of loss or damage if caused by the tenant or by any person lawfully on the premises or by any person invited onto the premises by You or by a tenant.</p> <p>The Standard <b>Excess</b> shown in the <b>Schedule</b>.</p>
7.	Escape of water or oil from or the bursting of any fixed domestic water or heating installation.	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused after the Landlord Premises is left Unoccupied for more than 30 consecutive days</li> <li>• while the Landlord Premises is Unfurnished</li> <li>• to any fixed domestic water or heating installation due to wear and tear, rust, or gradual deterioration</li> <li>• Loss or damage if the leak is shown to be present prior to policy inception</li> <li>• to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units permanently sited hot tubs or saunas or by the ingress of water through defective or damaged seals or grouting</li> <li>• loss or damage by water discharged or leaking from an automatic or manual sprinkler installation</li> <li>• Loss or damage from Subsidence, Ground heave or Landslip that results from escape of water</li> <li>• The Escape of Water/Oil Excess shown on the Schedule applies to this cover</li> </ul>

	<b>Covered</b>	<b>Not Covered</b>
8.	Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals	<p>Loss or damage</p> <ul style="list-style-type: none"> <li>• caused by Animals or Pets under your control</li> <li>• caused after the Landlord Premises is left Unoccupied for more than 30 consecutive days</li> <li>• to the aerials, aerial fittings, satellite dishes or masts, wind turbines and solar panels</li> </ul> <p>The Standard excess shown in the Schedule.</p>
9.	Falling trees or branches, aerials, aerial fittings or masts	<p>Loss or damage to</p> <ul style="list-style-type: none"> <li>• gates, fences or hedges</li> <li>• caused by felling or lopping of trees</li> <li>• caused after the Landlord Premises is left Unoccupied for more than 30 consecutive days. We will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the Buildings.</li> <li>• to wind turbines and solar panels</li> </ul> <p>The Standard excess shown in the Schedule.</p>

## Settlement of Claims: Section 1 - Buildings

**We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

With the exception of a Total Loss, **We** will automatically reinstate the **Sum insured** from the date of payment of any claim unless **We** give **You** written notice to the contrary before payment. In addition to any other action **We** may take, **We** reserve the right to proportionately reduce the amount payable on a claim if **You** received a premium reduction as a result of providing inaccurate information.

**We** will pay the full cost of repair or reinstatement as new of the damaged part of the **Buildings** provided that the work is done without delay or at **our** option **We** will arrange for the work to be carried out.

If repair or reinstatement is not carried out **We** will pay the reduction in market value resulting from the loss or damage but only up to what it would have cost to rebuild or repair if such work had been carried out without delay.

The most **We** will pay under paragraphs 1 to 9 and 'Additional costs' below is the **Buildings Sum Insured**.

Additional costs: **We** will pay the necessary and reasonable expenses that **You** incur in reinstating the **Buildings** following loss or damage insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others,
- the cost of clearing the site and making it and the **Landlord Premises** safe,
- the cost of complying with any government or local authority requirement following loss or damage unless **You** were given notice of the requirement before the loss or damage.

**We** will deduct an amount for wear and tear for fixed floor or wall coverings over 36 months old.

**We** will not pay:

- fees for preparing a claim under this section
- costs in respect of undamaged parts of the **Buildings** (except the foundations of the damaged parts)



**Mortgage clause:** The interest of the mortgagee shall not be prejudiced by any act or neglect by **You, Your Household** or any **Tenant** that increases the danger of damage without the authority or knowledge of the mortgagee, provided that the mortgagee as soon as reasonably possible after becoming aware of the danger, shall give notice to **us** and pay an additional premium if required.

**Selling your landlord premises**

If **you** are selling **your landlord premises**, **we** will insure the buyer up to the date the contract is completed unless he/she has arranged his/her own insurance. The buyer must keep to the terms and conditions of the policy.

**Additional Benefits: Section 1 - Buildings**

PROVIDED **BUILDINGS** ARE INSURED UNDER THIS POLICY THE FOLLOWING ADDITIONAL COVERS SHOWN IN THE **SCHEDULE** APPLY

	<b>COVERED</b>	<b>NOT COVERED</b>
10.	<p>Accidental breakage of fixed glass in windows, doors, roofs, conservatories, porches, ceramic hobs or tops of cookers and fixed sanitary ware in the <b>Landlord Premises</b></p> <p>The limits provided under this section are shown in Section 5 - Table of Benefits</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• To any item broken or cracked at the commencement of this insurance.</li> <li>• after the <b>Landlord Premises</b> is left <b>Unoccupied</b> for more than 30 consecutive days.</li> <li>• While the <b>Landlord Premises</b> is <b>Unfurnished</b>.</li> <li>• By vandals or malicious persons lawfully on the <b>Premises</b>.</li> <li>• To ceramic hobs or tops in moveable cookers</li> </ul> <p>The Standard <b>excess</b> shown in the <b>Schedule</b></p>
11.	<p>Accidental damage to Service Pipes and cables, underground pipes or underground tanks servicing the <b>Landlord Premises</b></p> <p>The limits provided under this section are shown in Section 5 - Table of Benefits</p>	<p>Loss or damage due to</p> <ul style="list-style-type: none"> <li>• Wear and tear, rust or gradual deterioration.</li> <li>• Loss or damage to <b>Buildings</b> or <b>Contents</b>.</li> <li>• To Septic Tanks or domestic wastewater treatment systems unless it has been registered with The EPA as part of their national inspection plan</li> <li>• after the <b>Landlord Premises</b> is left <b>Unoccupied</b> for more than 30 consecutive days.</li> </ul> <p>The Standard <b>excess</b> shown in the <b>Schedule</b></p>

	<b>COVERED</b>	<b>NOT COVERED</b>
12.	<p>Trace and Access Cost to remove or replace any part of the <b>Buildings</b> necessary to repair any fixed domestic water or heating installation where water or oil has escaped</p> <p>The limits provided under this section are shown in Section 5 - Table of Benefits</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• To the item from which the escape occurred</li> <li>• Caused after the landlord Premises is left <b>unfurnished</b> or <b>unoccupied</b> for more than 30 consecutive days.</li> </ul>
13.	<p><b>Fire Brigade Charges</b></p> <p>Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the <b>Buildings</b> or <b>Contents</b> in circumstances which have given rise to a valid claim under this policy.</p> <p>The limits provided under this section are shown in Section 5 - Table of Benefits.</p>	

## Section 2: Contents

Unless otherwise stated the standard **Excess** shown in the **Schedule** applies to all claims under this section.

The **Contents** are insured for the amounts shown in the **Schedule** against loss or damage caused by the events listed 1 - 9 in the table below.

	<b>COVERED</b>	<b>NOT COVERED</b>
1.	Fire, smoke, lightning, explosion or earthquake	Smoke damage caused by agricultural or industrial operations, any gradual operating cause or smog.  The Standard <b>excess</b> shown in the <b>Schedule</b>
2.	Storm, <b>Flood</b> or Snow Load	Loss or damage: <ul style="list-style-type: none"> <li>• caused by frost</li> <li>• caused by water entering <b>your Landlord Premises</b> due to wear, tear or deterioration</li> <li>• loss or damage to drives, patios and terraces, gates and fences, swimming pools, tennis courts</li> <li>• for property in the open</li> <li>• loss or damage caused by rising water table levels</li> <li>• caused after the Landlord Premises is left Unoccupied for more than 30 consecutive days.</li> </ul> The Standard <b>excess</b> shown in the <b>Schedule</b> for Storm  The <b>Flood</b> or Snow Load <b>excess</b> shown the <b>Schedule</b>

	<b>COVERED</b>	<b>NOT COVERED</b>
3.	<p><b>Subsidence</b> or  <b>Ground heave</b> of  the site on which the  <b>Buildings</b> stand or  <b>Landslip.</b></p>	<p>Loss or Damage:</p> <ul style="list-style-type: none"> <li>caused by <b>Settlement</b> due to building load, bedding down, coastal, lake or river erosion, or erosion from the escape of water from any underground pipe, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials</li> <li>caused by building on made-up ground or filled-in land, or caused by tunnelling work</li> <li>to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts, service and septic tanks, sewers, and swimming pools unless liability is admitted under the policy for loss or damage to the <b>Landlord Premises</b> from the same cause occurring at the same time to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause.</li> <li>associated with such causes arising prior to inception of this policy.</li> <li>caused after the Landlord Premises is left Unoccupied for more than 30 consecutive days.</li> </ul> <p>Loss or damage if any part of the <b>Buildings</b> suffered previous loss or damage by <b>Subsidence, Ground heave</b> or <b>Landslip</b> unless it has been disclosed to and accepted by <b>us</b>.</p> <p>The <b>Subsidence Excess</b> shown on the <b>Schedule</b> applies to this cover.</p>
4.	<p>Stealing or  attempted stealing</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>caused after the <b>Landlord Premises</b> is left <b>Unoccupied</b> for more than 30 consecutive days.</li> <li>To property outbuildings or garages</li> <li>Unless involving entry or exit by force or violent means</li> </ul> <p>The Standard <b>excess</b> shown in the <b>Schedule</b>.</p>
5.	<p>Riot, civil unrest,  labour or political  disturbance</p>	<p>Loss or damage while:</p> <ul style="list-style-type: none"> <li>the buildings are unoccupied for more than 30 consecutive days</li> <li>for loss or damage caused by <b>your Tenant</b>, guest or visitor</li> </ul> <p>The Standard <b>Excess</b> shown in the <b>Schedule</b></p>

	<b>COVERED</b>	<b>NOT COVERED</b>
6.	Vandals or malicious people	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• by any person lawfully on the <b>Premises</b> or any person invited onto the <b>premises</b> by <b>You</b> or the tenant</li> <li>• after the <b>Landlord Premises</b> is left <b>Unoccupied</b> for more than 30 consecutive days.</li> <li>• while the <b>Landlord Premises</b> is <b>Unfurnished</b>.</li> </ul> <p>The Standard <b>Excess</b> shown in the <b>Schedule</b></p>
7.	<p>Escape of water or oil from or the bursting of any fixed domestic water or heating installation.</p> <p>The limits provided under this section are shown in Section 4 - Table of Benefits.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• after the <b>landlord Premises</b> is left <b>unfurnished</b> or <b>unoccupied</b> for more than 30 consecutive days.</li> <li>• Loss or damage to the installation from which the oil escaped.</li> </ul> <p>The Escape of Water/Oil <b>Excess</b> shown in the <b>Schedule</b></p>
8.	Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals	<p>Loss or damage</p> <ul style="list-style-type: none"> <li>• caused by Animals or Pets under <b>your</b> control</li> <li>• to the aerials, aerial fittings, satellite dishes or masts, wind turbines and solar panels</li> <li>• caused after the <b>Landlord Premises</b> is left <b>Unoccupied</b> for more than 30 consecutive days.</li> </ul> <p>The Standard <b>Excess</b> shown in the <b>Schedule</b></p>
9.	Falling trees or branches, aerials, aerial fittings or masts	<p>The cost of removing fallen trees unless the buildings are damaged when the tree fell</p> <p>Loss or Damage</p> <ul style="list-style-type: none"> <li>• to the aerials, aerial fittings, satellite dishes or masts, wind turbines and solar panels.</li> <li>• caused after the Landlord Premises is left Unoccupied for more than 30 consecutive days.</li> </ul> <p>The Standard <b>Excess</b> shown in the <b>Schedule</b></p>

**Additional Benefits: Section 2 - Contents**

PROVIDED **CONTENTS** ARE INSURED UNDER THIS POLICY THE FOLLOWING ADDITIONAL COVERS BASED ON THE POLICY STAR RATING SHOWN IN THE **SCHEDULE** APPLY

	<b>COVERED</b>	<b>NOT COVERED</b>
10.	<p>Accidental breakage while in the <b>Landlord Premises</b> of mirrors, plate glass tops to furniture or fixed glass in furniture</p> <p>The limits provided under this section are shown in section 5 Table of Benefits</p>	<p>Damage while any part of the <b>Landlord Premises</b> is lent, let or sub-let:</p> <p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• after the <b>Landlord Premises</b> is left <b>Unoccupied</b> for more than 30 consecutive days</li> <li>• while the <b>Landlord Premises</b> is <b>Unfurnished</b></li> <li>• by vandals or malicious persons lawfully on the premises</li> <li>• to any item damaged or cracked before the commencement of this insurance</li> <li>• caused by any process of repair, replacement or alteration</li> </ul> <p>The Standard <b>Excess</b> shown in the <b>Schedule</b>.</p>
11.	<p>Replacement locks We will pay the cost of replacing external door locks and keys of the Landlord Premises specified in the Schedule, where the keys of such locks have been stolen following a break-in at the Premises, provided the theft of such keys is reported to the Police within 24 hours of discovery.</p> <p>The limits provided under this section are shown in Section 5 – Table of Benefits</p>	<ul style="list-style-type: none"> <li>• Any loss arising as a result of non-returning of keys by a Tenant</li> </ul> <p>The Standard <b>Excess</b> shown in the <b>Schedule</b></p>

### Section 3: Liability to others

	<b>COVERED</b>	<b>NOT COVERED</b>
1.	<p><b>Your Liability to Others</b></p> <p>We will indemnify You against all sums which You shall become legally liable to pay as owner of the Landlord Premises for:</p> <p>(i) bodily injury or illness to any person other than            - You            - Employees of You</p> <p>(ii) Accidental Damage to property other than property belonging to or under the control of            • You            • Employees of You</p> <p>The maximum we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us is €2,600,000</p> <p>In the event of Your death, We will in respect of liability incurred by You, indemnify Your personal representatives in terms of and subject to the limitations set out, provided that such personal representatives will, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of the Policy insofar as they can apply.</p> <p>The limits provided under this section are shown in Section 4 - Table of Benefits</p>	<ul style="list-style-type: none"> <li>• Any action for damage brought in a Court of Law outside the Republic of Ireland</li> <li>• The ownership or occupation of any land or building other than the Premises specified in the Schedule</li> <li>• Any profession, trade or business other than the provision of rented accommodation at the Premises specified in the Schedule</li> <li>• Any willful or malicious act</li> <li>• Any contract or agreement which imposed on You liability which You would not have otherwise been under</li> <li>• Or arising from work of a construction or reconstruction nature or structural alterations or demolition</li> <li>• The ownership, possession or use of any mechanically propelled vehicle or craft</li> <li>• The ownership, possession or use of any animal</li> <li>• The transmission of any communicable disease</li> </ul>



	<b>COVERED</b>	<b>NOT COVERED</b>
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<p>2.</p>	<p>Liability to the public.</p> <p>Any amounts which You or a member of <b>Your Household</b>:</p> <p>a) As occupier of the <b>Premises</b> or any other building, caravan used as temporary Holiday accommodation</p> <p>b) As a private individual anywhere in the Republic of Ireland, Great Britain, Isle of Man, Channel Islands or Northern Ireland or elsewhere for 30 days.</p> <p>The limits provided under this section are shown in Section 5 - Table of Benefits</p>	<p>Liability for:</p> <ul style="list-style-type: none"> <li>• bodily injury to a member of <b>Your Household</b> or any other person permanently residing with <b>You</b></li> </ul> <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• an agreement which imposes a liability which <b>You</b> or a member of <b>Your Household</b> would not otherwise have been under</li> <li>• ownership of any land or building, other than the landlord Premises described in the <b>Schedule</b></li> <li>• your employment, business or profession</li> <li>• racing, hunting or playing polo</li> <li>• wilful or malicious acts</li> <li>• the transmission of Human Immune deficiency Virus (HIV) and/ or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused, the transmission of any communicable disease by You or a member of Your Household</li> </ul> <p>Liability arising directly or indirectly from the ownership or use of:</p> <ul style="list-style-type: none"> <li>• aircraft (except toys and models)</li> <li>• lifts or mechanically or electrically propelled vehicles (except domestic garden implements used within the boundary of the Premises, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control)</li> <li>• any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act</li> <li>• watercraft (except toys and models), sailboards or hovercraft</li> <li>• firearms (except registered shotguns or airguns used for sporting activities)</li> <li>• Animals (except horses and pets which are normally domesticated in the Republic of Ireland)</li> </ul> <p>The ownership, possession or use of a swimming pool, hot tub, spa, sauna, or Jacuzzi in or about the Buildings unless such item is attended or supervised by an adult whilst in use and that any pump, compressor or generator for such items must be positioned in a location which prevents access by minors and allows immediate access by adults to the cut-off switch and when not in use, the swimming pool, hot tub, spa, sauna or Jacuzzi is protected or covered. Liability arising directly or indirectly from the ownership, possession, use or control of:</p> <ul style="list-style-type: none"> <li>• dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations</li> <li>• Horses are not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye-Laws as made under the Control of Horses Act 1996 or amendments thereto</li> </ul>
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	<b>COVERED</b>	<b>NOT COVERED</b>
3.	<p><b>Your Liability to Domestic Employees</b></p> <p>We will indemnify You against all sums which You shall become legally liable to pay as employer for death, bodily injury or illness to any Domestic Employee while in Your employment in connection with the Landlord Premises.</p> <p>The maximum we will pay for any claim (or claims) arising from one cause, including costs and legal expenses agreed by us is €2,600,000.</p> <p>Where indemnity to Domestic Employees is also provided under Landlord Premises Contents, the limit of indemnity under Landlord Premises and Landlord Premises Contents, for any claim (or claims arising from one cause) including legal costs and expenses by us is €2,600,000 in total.</p> <p>In the event of Your death, We will in respect of liability incurred by You, indemnify Your personal representatives in terms of and subject to the limitations set out, provided that such personal representatives will, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of the Policy insofar as they can apply.</p>	<p><b>Liability for:</b></p> <ul style="list-style-type: none"> <li>• Any action for damage brought in a Court of Law outside the Republic of Ireland, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the Period of Insurance which at the Property named in the Schedule underreported to Us not later than 60 days from the end of the Period of Insurance; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of construction accident or structural alterations or demolition</li> <li>• Accidents to independent consultants or contractors and/or their employees</li> <li>• Death, bodily injury or illness caused to Tenants</li> <li>• Death or injury to any employee as a result of: <ul style="list-style-type: none"> <li>○ window cleaning or painting carried out from cradles and/or hoists</li> <li>○ tree felling or lopping</li> <li>○ the construction of, dismantling of or work in connection with scaffolding</li> </ul> </li> </ul> <p><b>We</b> will not pay more than the amount shown in Section 4 - Table of Benefits for all claims arising from any one cause including of all costs and expenses agreed by <b>us</b> in writing.</p>



#### Section 4: Table of Benefits

Description	Standard	Optional	Sum Insured
<b>Buildings</b>			
Fire & Perils	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Contents</b>			
Fire & Perils	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Contents—Single article limit €1500	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Can be Increased
Legal Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€2.6 m (incl. costs)
Damage to Pipes/Cables	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€750
Trace & Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€750
Fire Brigade Costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€2,000
Replacement Locks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€350
Accidental breakage of fixed glass & sanitary ware	<input checked="" type="checkbox"/>	<input type="checkbox"/>	€350
Geo-thermal System( <i>Refer policy schedule</i> )	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Accidental Damage</i>
Solar Panels( <i>Refer policy schedule</i> )	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Accidental Damage</i>
Water Treatment( <i>Refer policy schedule</i> )	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Accidental Damage</i>
Unoccupancy Period *			30 days

<b>Excesses Applicable</b>			
a) Standard Excess			€350
b) Subsidence			€2,500
c) Snow Load			€500
d) Flood			€500
e) Storm Damage on Non-Standard Roof Portion			€500
f) Optional Voluntary Excesses			€350/€500

Notes:

All € amounts represent the maximum payable.

\*Refers to consecutive days

## Policy Conditions

In the following conditions **You** also include any other person insured under the policy.

1. This contract is based on the principle of Utmost Good Faith. This term legally obliges all parties to reveal to the other any information that might influence the others' decision to enter into the contract. **You** must disclose to us any information or circumstance concerning **You**, the cover or the property to be insured which may affect the Terms or Conditions or premium payable in respect of the Insurance. If **You** are in any doubt as to whether the information may be material such information should be disclosed. This condition applies at inception of Your Policy and at renewal each year.
2. **You** will take all reasonable steps to protect the property and prevent accidents.
3. If **You** or anyone acting for **You** makes a claim under the policy knowing the claim to be false, **We** will not pay the claim and all cover under the policy ceases.
4. (a) **We** have the right to cancel the policy or any section or part of it by giving 14 days notice in writing by registered letter to **Your** last known address and return to **You** the amount of premium in respect of the unexpired **Period of Insurance**.  
(b) **You** have the right to cancel the policy or any section or part of it by giving **us** notice in writing. **We** will return to **You** the amount of premium in respect of the unexpired **Period of Insurance** less any administration charge applicable. However, no return of premium will be allowed if **You** have made a claim during the current **Period of Insurance**.
5. If there is a dispute arising out of this policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **You** and **Us** in accordance with the law at the time. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been forsaken.
6. If **You** die **We** will insure **Your** legal personal representatives for any liability **You** had previously incurred under the policy provided they keep to the terms of the policy.
7. **You** must tell **us** of any change of circumstances after the start of the insurance that increases the risk of loss, injury or damage. **You** will not be insured under the policy until **We** have agreed in writing to accept the increased risk.
  - Upon learning of any circumstances likely to give rise to a claim **You** must:
  - tell **us** as soon as reasonably possible but immediately if there is riot damage
  - give **us** all the help and information that **We** may reasonably require
  - immediately tell the Police if loss or damage is caused by stealing, attempted stealing, malicious people, vandals, riot, civil, labour or political disturbance, immediately send to **us** any writ or summons or other communication **You** receive
  - give full details within 30 days of the incident together with any supporting evidence that **We** require
  - **You** must not proceed with repairs (other than emergency repairs necessary to limit damage) without **our** approval
8. **You** must report the loss of any credit card to the issuing company and to the Police within 24 hours of discovery.

9. **We** have the right to the salvage of any insured property.
10. **You** may not, without **our** consent, abandon any property to **us**.
11. **You** must not admit, deny, negotiate or settle a claim without **our** written consent.
12. **We** are entitled to:
  - take the benefit of **Your** rights against another person before or after **We** have paid a claim
  - take over the defence or Settlement of a claim against **You** by another person.
13. If at the time of a claim there is any other policy covering anything insured by this Policy **We** will be liable only for **our** proportionate share.
14. Where any single event results in a claim under more than one section of the Policy, the highest **Excess** only will apply.
15. All monies which become payable by **us** under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.
16. Where the Insured has agreed under a separate credit agreement to pay the premium by instalments any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default.
17. The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of The Finance Act 1990.
18. If an alteration to the policy results in an additional premium due to **us** or a refund premium due to **You**, **We** will only charge or refund such premiums provided the amount involved is greater than or equal to €15.
19. If **We** amend or replace any policy wording, conditions, exclusions, or **Endorsements** during the **Period of Insurance** that improve, broaden or extend the cover without needing to pay an extra premium, **You** will automatically benefit from these improvements.
20. Where there is more than one person named as the insured on the policy and **We** receive instructions from one of those named insured persons, **We** will treat it as though each insured person has given **us** the instructions and that all insured persons agree and consent to those instructions being given to **us**. **We** will accept the instructions received on face value. It is not **our** responsibility to check whether the person who so instructs **us** has the permission and consent of the other insured persons.

21. **You** must at all times, keep the sum **you** have insured for **your Buildings** and **Contents** at a level which represents the full value. In addition, if **landlord Premises** improvements have been carried out, such as the building of an extension or the conversion of the Attic or if **you** have purchased additional **contents**, the sum insured should be increased to reflect this. For information purposes, the Health & Safety Authority have issued guidelines for Landlord owners who are having construction work carried out. This guide outlines the responsibilities for landlord owners under the Safety, Health & Welfare at Work (Construction) Regulations 2013. This publication can be found from the website [www.hsa.ie](http://www.hsa.ie).
- If **you** are unsure of the rebuilding cost of **your premises**, a useful website from the Society of Chartered Surveyors in Ireland can assist **you** with a Rebuilding Cost Calculator. This can be found at [www.scsi.ie](http://www.scsi.ie).
22. Please note that in the event of a claim under **your** policy **your** premium may increase at Renewal.
23. **Special Condition: Contents Sums Insured over €75,000**  
If the **contents** value exceeds €60,000 then the property must have a working alarm.  
If the **contents** value exceeds €75,000 then the property must have a monitored intruder alarm linked to a central station.
24. **Special Condition: Security Locks**  
We will not cover any loss or damage as a result of theft or any attempted theft while your landlord Premises is temporarily unattended unless:
1. All external doors are fitted with mortise deadlocks or deadlocking rim latches are closed and fastened.
  2. All French doors, patio doors and accessible windows are fitted with appropriate security locks and are put into full and effective operation.
  3. All external doors and windows are closed and fastened.
25. **Special Condition: Septic Tanks and Domestic Wastewater Treatment Systems**  
All Septic Tanks or domestic wastewater treatment systems must be registered with The Environmental Protection Agency as part of their national inspection plan.
26. **Special Condition: Average Clause**  
Applicable to Section 1 Buildings & Section 2 Contents.  
If at the time of a partial loss or damage your sums insured do not reflect the reinstatement/replacement value we will reduce the amount we will pay in proportion.



## 27. **Special Condition: Roof Maintenance**

It is a condition of this insurance that:

1. Any non-standard roof portion of the **Landlord Premises** be checked at regular intervals and be replaced where there are signs of deterioration. This non-standard roof portion of the **Landlord Premises** should be inspected at least every 3 years by a qualified builder or property surveyor.
2. Any defects brought to light by these inspections shall be repaired immediately.
3. The non-standard roof portion must be properly maintained.
4. A €500 storm excess applies to the non-standard area of the roof.

## Policy Exceptions

These apply to all sections and clauses.

The policy does not cover:

1. Any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or coup.
2. Loss or damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
3. Any expense, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
4. Consequential loss of any kind or description incurred by **You** or the **Tenant**
5. The cost of maintenance or normal redecoration.
6. Loss or damage caused by wear and tear or gradual deterioration.
7. Any loss or damage caused by or arising from any computer hardware or software or other electrical equipment not being able to recognise or process any date as the true calendar date. Subsequent loss or damage that is otherwise covered by the policy is nevertheless insured.
8. Any loss or damage or liability directly or indirectly caused by the presence, growth, proliferation, spread or any activity of **Fungi**, wet or dry rot or bacteria.
9. Damage caused by chewing, scratching, tearing or fouling by domestic pets for which the **Tenant** is responsible or damage caused by vermin and insects.
10. Terrorism exclusion

The policy does not cover loss or damage directly or indirectly caused by, or in connection with any act of terrorism, regardless of any other cause or event.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to, the use of violence and/or threat thereof, of any person or group(s) of person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Also excluded is loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If **we** allege that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon **You**.

**11. Pyrite Exclusion**

**We** will not pay for any loss or damage or consequential loss arising directly or indirectly from materials containing Pyrite.

**12. If any section of this policy provides cover against any legal liability **We** will not provide cover for, or arising in connection with, the following:**

- an agreement which imposes a liability which **You** would not otherwise have been under
- risks of financial guarantee, financial default, bankruptcy or insolvency
- any business, profession or trade other than a child-minding facility at the **Landlord Premises** of not more than 2 children
- work of a construction or reconstruction nature or structural alterations or demolition
- any tree felling or lopping operation
- racing, hunting or playing polo
- wilful or malicious acts
- the transmission of Human Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused
- the transmission of any communicable disease, by **You** or the **Tenant**

Liability arising directly or indirectly from the ownership or use of:

- aircraft (except toys or models)
- mechanically propelled vehicles (except domestic garden implements used within the boundary of the Premises, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control)
- any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act
- watercraft (except toys and models), sailboards or hovercraft
- firearms (except shotguns or airguns used for sporting activities)
- animals (except horses and pets which are normally domesticated in the Republic of Ireland)

Liability arising directly or indirectly from the ownership, possession, use or control of:

- dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations
- horses are not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 or amendments thereto.

Liability for:

- **bodily injury** to a member of **Your Household** or any other person (other than domestic employees) permanently residing with **You**
- loss of or damage to property owned or held in trust by or in the custody or control of **You** or a member of **Your Household** or any other person permanently residing with **You**.

## Endorsements

### **MG-E001            Monitored Intruder Alarm**

A discount has been allowed because **You** have an Intruder Alarm installed by an NSAI approved installer to EN 50131 standards connected to a central monitoring station. It is a condition precedent to any liability of the company in respect of theft or any attempted theft that the Intruder Alarm fitted is providing protection to all external doors and accessible windows. The Intruder Alarm must be maintained in efficient working order and must be put in full and effective operation whenever the **Landlord Premises** is unattended.

Failure to comply with this condition will necessitate in an increase of your standard excess of up to €750 for each incident of loss or damage by stealing or attempted stealing.

### **MG-E002            Intruder Alarm**

A discount has been allowed because **You** have an Intruder Alarm installed. It is a condition precedent to any liability of the company in respect of theft or any attempted theft that the Intruder Alarm fitted is providing protection to all external doors and accessible windows. The Intruder Alarm must be maintained in efficient working order and must be put in full and effective operation whenever the **Landlord Premises** is unattended.

Failure to comply with this condition will necessitate in an increase of your standard excess of up to €750 for each incident of loss or damage by stealing or attempted stealing.

### **MG-E003            Security Locks**

**We** will not cover any loss or damage as a result of theft or any attempted theft while **Your** landlord Premises is **unattended** unless:

1. All external doors are fitted with mortise deadlocks or deadlocking rim latches.
2. All French doors, patio doors and accessible windows are fitted with appropriate security locks and are put into full and effective operation.
3. All external doors and windows are closed and fastened.

### **MG-E006            Non-Contribution Clause**

This insurance does not cover any loss or damage which, at the time of happening, such loss or damage is insured by or would, but for the existence of this policy, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

In the event that there is other insurance covering loss or damage insured under this policy, then this policy shall apply only as excess and in no event as contributory insurance, and then only after all such other insurance has been exhausted, whether or not such insurance is collectible.

### **MG-E010            Fire Only**

You are only covered for fire, lightning, explosion and earthquake until the landlord Premises is permanently occupied.

**MG-E011                    Voluntary Excess - €350**

In accordance with the Voluntary Excess option that you have selected, we confirm that the Standard Policy Excess in the policy wording is increased by €350.

Where we have imposed an increased excess, this voluntary excess will be in addition to the Standard Policy Excess.

**MG-E012                    Voluntary Excess - €500**

In accordance with the Voluntary Excess option that you have selected, we confirm that the Standard Policy Excess in the policy wording is increased by €500.

Where we have imposed an increased excess, this voluntary excess will be in addition to the Standard Policy Excess.

**MG-E013                    Valuables single article limit**

In the buildings and contents section, we have changed the single article limit to € in respect of the following items:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**MG-E015                    Solar Panels**

Your policy extends to include accidental damage cover to Solar Panels under Section 1: Buildings of the cover provided. The maximum number of panels for the insured property is five and the maximum value for any one panel is €5000. It is warranted that the solar panels be professionally installed and under an annual service agreement. The policy does not provide for loss or damage arising from mechanical or electrical breakdown. It is further noted that the policy excess is increased to €500 for each and every claim arising due to storm or freezing. The standard excess shown in the schedule applies.

**MG-E016                    Geo-thermal System**

Your policy extends to include accidental damage cover to a Geo-thermal Unit under Section 1: Buildings of the cover provided. It is warranted that the Geo-thermal Unit be professionally installed and be under an annual service agreement. The policy does not provide for loss or damage arising from mechanical or electrical breakdown. The standard excess shown in the schedule applies.

**MG-E017                    Water treatment System**

Your policy extends to include accidental damage cover to a Water Treatment System under Section 1: Buildings of the cover provided. It is warranted that the Water Treatment System be professionally installed and be under an annual service agreement. The policy does not provide for loss or damage arising from mechanical or electrical breakdown. The standard excess shown in the schedule applies.

**MG-E018****Several Liability Clause**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## **Making a Claim**

If **You** have any queries or if **You** need any advice in making a claim just contact us on our Loss Adjusters (OSG) helpline: 01 2611434.

When **You** are making a claim please note the following points:

Complete and return a claim form. **Estimates** should be submitted with **Your** claim. Once the estimate has been agreed by **OSG Loss Adjusters** **You** can proceed with repairs/redecoration.

If property has been stolen or maliciously damaged, or if **You** lose a valuable item, **You** should inform the Gardaí or Police as soon as possible. You will receive the Garda report form with **Your** claim form.

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

If the claim includes injury to someone else or damage to their property, **You** should send written details to us as soon as possible. It is vital that we deal with such claims on **Your** behalf. Any letters or documents **You** receive should be sent unanswered to us without delay.

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

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The Address in respect of:

SureStone Insurance dac Merrion Hall, Strand Road, Sandymount, Dublin, D04 P3C4, Ireland

Munster Insurance & Financial LTD T/A Munstergroup Insurance in Ireland is the registered data controller in relation to personal information held by it about you for the purposes of the Data Protection Act 1988 as amended by the Data Protection (Amendment) Act 2003 or similar provision applying in any amending or replacing legislation. By providing information to us through our appointed brokers and/or agents, you acknowledge that you accept the practices and policies outlined in this Privacy Policy which apply to the personal information submitted by you through this website. It is your responsibility to ensure that you have obtained the permission of any such persons and have shown this notice to them to allow us to process their personal data for the purposes outlined in this notice.

**We would draw your attention to Policy Exceptions and Exclusions on pages 33 to 38 of your Policy Document.**

**Also please read fully Endorsements on pages 36 to 38 as these apply to your policy.**

Claim form (if required) can be obtained from OSG on 01 2611434

Mon. to Fri. 9am to 5pm

**In the event of a claim we may appoint our own builder or other expert to undertake restitution work on a property or motor vehicle.**

**In the event of a dispute regarding a Claim please contact:**

The Manager  
Munstergroup Insurance  
Bank House  
Bindon Street,  
Ennis,  
Co. Clare  
V95XR80  
065 6897884



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