



Landlord Insurance Policy





Useful phone numbers

Claims

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

0818 7 365 24

Emergency Home Assistance

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

0818 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 insurance branch.

Need to find something quickly?

If the question is ...

then look at page

If part of a matching set (for example, a three-piece suite) is destroyed, can I claim for a new set?	12
What does claiming do to my premium?	14
How much of a claim do I have to pay?	16
My home has been damaged, what do I do?	21
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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 local AXA insurance 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 **0818 7 365 24**.

If **we** can't sort out **your** complaint, **you** can contact **our** Customer Care Department on **0818 505 505** or:

- email: axacustomer@axa.ie; or
- write to AXA Insurance, Customer Care Department, 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 **policy** 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 the Republic of 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 **policy** document.

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

Your policy includes:

- the **policy** wording in this document;
- 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 the Republic of 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



Marguerite Brosnan

Chief Executive

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

General definitions

Throughout the **policy** whenever the following words or phrases appear in **bold**, they will have the meaning as described below:

Accidental damage

Sudden, unintentional and unexpected physical damage that can be seen.

Buildings

The risk address shown in the **schedule**, built of timber frame and/or brick, stone or concrete and roofed with slates, tiles or with concrete (unless noted differently on the **proposal form** or **statement of fact** and accepted by **us**), and the following if they form part of the property:

- Domestic greenhouses, domestic garages, **outbuildings**, tennis hard courts, swimming pools, fixed hot tubs or jacuzzis, terraces, patios, drives, footpaths, walls, gates, fences, hedges, decking, solar panels, domestic wind turbines (up to €1,000 each), air source heat pumps, geothermal heating, electric vehicle charging points, domestic oil and gas tanks, and septic tanks, all within the boundaries of the land belonging to the **home**.
- Landlord's fixtures and fittings inside the **home**, including fitted wooden or laminated flooring, fitted kitchen, bathroom or bedroom units.

Business

Owning or managing the **building**.

Contents

The following are covered as long as they belong to **you** or **you** are legally responsible for them and they are used for private purposes;

- furniture
- carpets,
- furnishings, and
- household goods.

Domestic purposes

The **home** is used for normal domestic living and duties.

Employee

- 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**.

Endorsement

An alteration to the terms of the **policy**. They may be included in this **policy** document or on **your schedule** or **we** may issue them separately.

Excess

The amount of a claim not covered by this insurance and for which **you** are responsible.

Flood

A sudden and rapid build-up of water on the ground level which comes from an external source and/or an extremely heavy or persistent downpour of rain causing a temporary covering of land.

Home

The private house, apartment, flat, or maisonette shown in the **schedule** including its **outbuildings** and garages all of which are used only for **domestic purposes**.

*This definition does not apply to Section D – Emergency **home** assistance. Please refer to the appropriate section for the meaning.*

Outbuildings

Domestic **outbuildings** situated within the boundaries of the **home** insured that are solely used for **domestic purposes** and were not designed for or have never been used for commercial, **business** or agricultural use. These **buildings** which do not form part of the main building of the **home** include:

- a detached garage,
- a garden shed,
- a detached boiler house,
- a greenhouse.

Period of Insurance

The period from the start date to the end date of **your policy** as shown on **your schedule**.

Policy

The contract of insurance between **you** and **us** based on the answers **you** have given to questions **we** have asked and/or **your statement of fact/proposal form** and consisting of the **schedule**, this **policy** document and any **endorsements** included.

Powered Personal Transporters (PPTs)

This means items such as but not limited to electric scooters (eScooters), Segways, electric skateboards, hoverboards, powered mini-scooters, electric unicycles and electric bicycles (not pedal assisted).

Schedule

The document which sets out **your** details, the dates of cover, the risk address, the sums insured, the sections of the **policy** that apply and any **excesses** or **endorsements**. The **schedule** forms part of this **policy**.

Statement of fact / Proposal form

A written record of the information provided by **you**, or someone acting on **your** behalf, in **your** application for this **policy**. It includes information provided in writing (including online) or spoken by **you** or by the person acting on **your** behalf.

Storm

A violent atmospheric disturbance, characterised by strong winds and which can be accompanied by precipitation, thunder and lightning.

Subsidence

Downward movement of the site on which the **buildings** stand by a cause other than the weight of the **buildings** themselves.

Unfurnished

Does not contain enough furniture for normal living purposes.

Unoccupied

Home is not lived in by **you** or any other person with **your** permission for more than 40 consecutive days. By 'lived in' **we** mean that **you** or any other person with **your** permission regularly sleep there overnight and carry out day-to-day activities such as cooking or bathing at the property. Regular visits to the **home** or occasional overnight stays would not count as **your home** being lived in or as a break in this 40 day period.

We, our, us

AXA Insurance dac.

*This definition does not apply to Section F - Legal protection, Section D - Emergency **home** assistance or Section E - Landlord's legal costs insurance. Please refer to the appropriate section for the meaning.*

You, your, the insured

The person named as the **policyholder** in the **schedule**.

*This definition does not apply to Section D - Emergency **home** assistance or Section E - Landlord's legal costs insurance. Please refer to the appropriate section for the meaning.*

Claims

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.

Claims retention

Where **we** agree to pay **your** claim and the settlement amount is less than €40,000, **we** reserve the right to withhold up to 5% of the final payment until the repair, replacement or re-instatement works are completed and validated through the submission of a final invoice and if required by **us** a final inspection report.

Where **we** agree to pay **your** claim and the settlement amount is €40,000 or more, **we** reserve the right to withhold up to 10% of the final payment until the repair, replacement or re-instatement works are completed and validated through the submission of a final invoice and if required by **us** a final inspection report.

Where the retention amount remains unclaimed after a period of 4 months from the date of the settlement, **we** will contact **you** to remind **you** of the unclaimed retention and **our** 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, **we** will close the claim file.

Under Insurance

Under insurance can occur when:

- **your buildings** or **outbuildings** sum insured is below the amount it would cost to rebuild them or
- **your contents** sum insured is below the amount it would cost to replace them as new.

It is a condition of this **policy** that **you** must at all times keep **your** sums insured at a level that reflects:

- the actual cost to rebuild **your buildings** or **outbuildings**. This sum insured must also include the costs of removing debris after a loss, professional fees and any additional costs necessary to meet current building regulations.
- the actual cost to replace **your contents** as new.

If **your** sums insured are not adequate at the time of any loss or damage, **your** claims settlements may be reduced by whatever proportion is represented by the level of under insurance, meaning **you** may have to pay any shortfall yourself. If the sums insured are within 15% of the full value, this condition will not apply.

Underinsurance Examples

Your home is insured for €300,000 but the full cost to rebuild the property is €400,000. This means that the **home** is underinsured by €100,000 or 25%. As a result, **your** claim would be reduced by 25%.

Example 1 - Partial Loss Claim

- Partial damage occurs to the **home** and the total cost to repair the damage is €100,000.
- A deduction of 25% (€25,000) is made from the cost of repairs.
- Therefore, the most **you** will receive is a payment of €75,000. **You** would need to fund the balance of €25,000 yourself.

Example 2 - Total Loss Claim

- Damage occurs to the **home** and it requires a complete rebuild.
- As the **home** has been insured for €300,000 this is the maximum payment that can be made.
- **You** would need to fund the balance of €100,000 yourself.

Please note, other settlement factors such as the **policy excess** are not considered in the examples above.

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.

If a floor covering is damaged beyond repair, **we** will pay to have it replaced. However, **we** will not pay for undamaged floor coverings in adjoining rooms or areas.

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 **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.

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** and each subsequent renewal thereafter.

If **you** do not **claim** during the current **period of insurance**, **we** will discount **your** renewal premium. The discount will be in accordance with the no-claims discount scale applicable at the time of renewal.

We may offer an introductory discount for customers.

If during a **period of insurance**, an incident occurs giving rise to claims under the **policy**, **we** will reduce **your** no claims discount to 0% at the next renewal.

Number of years claim free (own home insurance)	Percentage discount allowed
0 (if previous claims)	0%
1	10%
2	15%
3	30%

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, 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, 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.
- 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 20, point 3 - Under insurance.

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 the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear component thereof.

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 and acts of terrorism;
- b. Riot, revolution or any similar event as a consequence of war or 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 or b 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

You will be responsible for the **excess** amounts shown on **your schedule**.

The following **excesses** may apply:

- Standard **excess**
- An **excess** on claims for water escaping from or frost damage to any fixed water, drainage or heating installation, plumbing or fixed domestic appliance
- An **excess** on claims for **subsidence**, ground heave, or landslip

Refer to **your schedule** to see what **excess** applies.

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. Electronic risks

We will not cover **you** for any liability or losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from:

1. **damage** to or the destruction of any **computer systems**; or
2. any alteration, modification, distortion, erasure or corruption of **electronic data**.

In each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from a virus or similar mechanism or **hacking** or **phishing** or **denial of service attack**.

Additional Definitions are;

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives data.

Damage

Accidental loss, destruction or **damage**.

Electronic Data

Electronic data shall mean facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Denial of service attack

Any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. **Denial of service attacks** include, but are not limited to, the generation of **excess** traffic into network addresses, the exploitation of system or network weaknesses, generation of **excess** or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Phishing

Any access or attempted access to data made by means of misrepresentation or deception.

7. Wear and Tear

We will not cover wear and tear, rust, or anything which happens gradually. This **policy** does not cover the cost of general maintenance to **your home**.

8. Sulphides

We will not cover any loss or damage caused by the presence of any sulphides including but not limited to muscovite mica, pyrite and/or its derivatives.

9. Deliberate or existing damage

We will not cover loss or damage caused deliberately by **you** or **your employees**.

We will not cover loss or damage which happened or resulted from, an event which occurred before this cover started.

10. Reduction in market value

We will not cover any reduction in market value of any property following a loss.

11. Confiscation

We will not cover any government, public or local authority legally taking, keeping or destroying **your** property.

12. Illegal substances

We will not cover loss, damage or liability arising directly or indirectly from the growing, manufacturing, processing, storing, possession or distribution by anyone of any drug, narcotic or illegal substances or items of any kind.

13. Faulty Workmanship

We will not cover loss or damage arising from faulty workmanship, faulty design or using faulty materials.

General conditions

This **policy** is only valid if:

- the information **you** provided in the answers **you** have given to questions **we** have asked and/or, as recorded on **your statement of fact / proposal form** and declaration, is correct and complete, and
- **you**, or anyone claiming protection, have complied with the **policy** conditions.

If **you** do not comply, **we** may cancel the **policy** or refuse to deal with **your** claim or reduce the amount of a claim.

We may revise the terms, conditions or benefits set out in this **policy** document but if **we** do, **we** will give **you** written notice.

1. Changes to your policy

This **policy** is based on the factual information **you** provided. These facts are represented by the answers **you** have given to questions **we** have asked and/or the **proposal form you** completed and/or the **statement of facts we** last issued. If any of these facts have changed **you** must let **us** know immediately otherwise cover may not operate.

If **you** are not sure whether or not certain facts are important, please ask **us**.

We have the right to accept or decline changes to **your policy** and **we** may charge an additional premium including an administration charge.

If a change to **your policy**, including the administration charge, results in:

- A return premium of less than €15, **we** will not refund it
- An additional premium of less than €15, **we** will not charge it.

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. If **you** do not do this, **your** right to claim under **your policy** may be affected.

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. Under insurance

Under insurance can occur when:

- **your buildings** or **outbuildings** sum insured is below the amount it would cost to rebuild them or
- **your contents** sum insured is below the amount it would cost to replace them as new.

It is a condition of this **policy** that **you** must at all times keep **your** sums insured at a level that reflects:

- the actual cost to rebuild **your buildings** or **outbuildings**. This sum insured must also include the costs of removing debris after a loss, professional fees and any additional costs necessary to meet current building regulations.
- the actual cost to replace **your contents** as new.

If **your** sums insured are not adequate at the time of any loss or damage, **your** claims settlements may be reduced by whatever proportion is represented by the level of under insurance, meaning **you** may have to pay any shortfall yourself. If the sums insured are within 15% of the full value, this condition will not apply.

4. Misrepresentation and Deception

Definitions:

- Misrepresentation is when someone makes a statement which is not correct to another person. A misrepresentation may be innocent, negligent or fraudulent.
All of the information which **you** gave **us** and all of the answers **you** have provided to the questions which **we** asked **you** leading to the inception of this contract of insurance have effect as representations made by **you** to **us**.
- Deception is where false information is used to make an unfair or unlawful gain.

You must not act in a fraudulent way.

Negligent Misrepresentation

If **you** have made a negligent misrepresentation and a claim arises, **we** may:

- a. Avoid the contract and return **your** premium if **we** would not have entered into the contract under any terms
- b. If **we** would have entered into the contract but on different terms, treat the contract as if those different terms apply
- c. If **we** would have entered the contract but at a higher premium **we** may reduce proportionately the amount to be paid on any claim

If **you** have made a negligent misrepresentation and no claim has arisen, **we** may terminate the contract on reasonable notice to **you**.

Fraudulent Misrepresentation

If a claim is made and if any answer given by **you** to **us** involves a fraudulent misrepresentation or where any conduct by **you** (relative to the contract or the steps leading to its formation) involves fraud of any other kind **we** may avoid this contract of insurance.

Fraudulent Claims

If **you** or anyone acting for **you**:

- Makes a claim under the **policy**, knowing the claim is false or misleading; or

- Makes a claim for any loss or damage deliberately caused by **you**;
- In connection with a claim makes a statement to **us** or anyone acting on **our** behalf, knowing the statement is not true;
- In connection with a claim sends **us** or anyone acting on **our** behalf a document, knowing the document is false;

We may take one or more of these actions as well as **our** other rights:

- **We** will not pay the claim
- **We** may avoid the **policy** with effect from the date of the fraudulent claim or fraudulent act
- **We** will not return **your** premium

If **you** commit a fraudulent act on any other **policy**, then **we** may:

- cancel the **policy**
- consider letting the appropriate law enforcement authorities know about the circumstances.

5. 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 0818 7 365 24.
- ii. If the loss or damage involves theft, attempted theft or malicious damage, **you** must tell the Garda Siochana 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.
- 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.

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.

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**.

6. Cancelling the policy

To cancel the **policy**, just advise **us** by phone or in writing. **We** will refund premium on the following basis:

- If **you** request cancellation within 14 working days of the date upon which **we** inform **you** the **policy** has been inception, **we** will refund the full premium.
- Otherwise, **we** will issue a refund based on the unused days left to run on the **policy**, provided no claims have been made on **your policy**. **We** will not refund an amount less than €15. **We** will not refund **your** premium if **you** are paying it under an instalment scheme (unless **you** made an overpayment).

We may cancel this **policy** by sending **you** ten days' notice in writing to **your** last known address.

7. Dispute resolution

Any disagreement that **we** have with **you** and that **we** cannot settle between **us** may 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, **we** may agree to refer the dispute to arbitration or mediation. The arbitrator's decision will be final and binding.

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.

8. 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 **statement of fact/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.

9. Payments

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

10. 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).

11. 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.

12. 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 schedule** to see if **you** have chosen this section.

What is the most we will pay?

We will not pay more than the **buildings** sum insured shown in **your schedule** or any higher amount **we** might allow for inflation.

However, **we** will pay any additional amounts due under extensions to the following;

- 16. Loss of rent and the cost of other accommodation,
- 17. Replacing locks,
- 18. Fire brigade charges,
- 19. Finding a leak,
- 20. Emergency entries
- 21. Electric Vehicle Charging Points; and
- 22. Energy efficiency benefit

✓ What's covered	✗ What's not covered
Your policy covers loss or damage to the building by the following causes.	
1. Fire, lightning, explosion or earthquake	
2. Smoke	We will not cover loss or damage caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.
3. Storm, flood or weight of snow	We will not cover loss or damage: a. by frost; b. by subsidence, ground heave and landslip; c. to gates, hedges, trees and fences; d. to open fronted or open sided outbuildings; e. to felt roofs over 5 years old unless you can prove that the roof has been inspected by a professional builder every 3 years; or

 What's covered	 What's not covered
4. Riot, strikes, labour and political disturbances	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. as a result of war or terrorism.
5. Malicious damage	We will not cover: a. loss or damage while the home is left unoccupied or unfurnished for 40 days in a row or more; or b. the first €3,000 for loss or damage caused by people legally in the home.
6. Water escaping from, or frost damage to, a fixed water, drainage or heating installation, plumbing or fixed domestic appliance	We will not cover loss or damage: a. caused by escape of water from a drain, water main or pipes which leads to subsidence, ground heave or landslip; b. while the home has been unoccupied or unfurnished for 40 days in a row or more; c. caused 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 properties built prior to 1920 unless replumbed in the last 35 years by a certified plumber.

 What's covered	 What's not covered
7. Subsidence or ground heave of the site on which the buildings stand, or landslip	We will not cover loss or damage: a. arising from faulty or inadequate drains or drainage systems, or inadequate foundations; 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 domestic outbuildings, 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, including the use of heavy machinery or drilling equipment; 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 lakeside 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 which 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	 What's not covered
8. Theft or attempted theft	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 lent, let or sublet, accommodating paying guests or shared, unless force and violence are used to gain entry or exit from the home.
9. Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting your building	We will not cover loss or damage caused by animals owned by you or in your care, custody or control.
10. Radio and television aerials, fittings and masts and satellite dishes breaking or collapsing	We will not cover loss or damage caused by aerials or masts over 15 metres in height from ground level.
11. Oil leaking from a fixed oil-fired heating installation including smoke damage due to a faulty oil-fired heating installation. Regardless of the tank age, you should check your oil tank at least twice a year for signs of cracking and/or failure. In the event that defects are discovered, the tank should be immediately replaced to avoid oil escaping.	We will not cover loss or damage: a. caused by pollution or oil spillage if you hire any experts or contractors without our permission, other than those carrying out emergency work, up to a limit of €5,000. 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. while the home has been unoccupied or unfurnished for 40 days in a row or more We will address any loss or damage by carefully considering the specific situation and the associated risks (i.e. using a risk based approach). This approach ensures our actions are in line with current industry standards and are appropriate to your circumstances.
12. Falling trees or branches	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
13. Removing debris and building fees If there has been loss or damage which is covered under section A – Insurance for your buildings, we will pay for: 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. 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. The most we will pay for any one claim is 10% of the building sum insured.	We will not: a. cover any cost for keeping to requirements or regulations resulting from a notice served on you or anyone leasing or renting the property; ■ before the destruction or damage happened; or ■ for the undamaged parts of the buildings. b. pay for any expert engaged by you.

 What's covered	 What's not covered
14. Damage to underground services We will cover accidental damage to: a. cables and underground pipes which extend from the buildings to the public mains; and b. septic tanks and drain inspection covers.	We will not cover loss or damage: a. to septic tanks unless you have: (i) obtained the necessary planning permission and building control approval (ii) maintained it in accordance with the manufacturers guidelines, including servicing and de-sludging requirements b. resulting from any maintenance, routine repair, clearing or emptying of any septic tank; c. covered by a manufacturer, supplier, installer or repairer guarantee or warranty; d. which are not your legal responsibility; e. whilst the home is undergoing any structural repairs, alterations or extensions; f. while the home is left unoccupied or unfurnished for 40 days in a row or more; g. as a result of tree root action; h. by wear or tear or anything which happens gradually; or i. by mechanical or electrical breakdown.

✓ What's covered	✗ What's not covered
15. Breakage of fixed glass and sanitaryware We will cover accidental breakage of: 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.	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. to ceramic hobs or tops in moveable cookers.

 What's covered	 What's not covered
16. Loss of rent and the cost of other accommodation We will always try to keep you in your home if we can. This may involve solutions to overcome temporary interruptions in essential facilities e.g. loss of running water or cooking facilities. If that isn't possible and where we are satisfied that the home cannot be lived in because of loss or damage by causes 1 to 12 (as noted on pages 23 to 26), we will pay: a. the amount of rent you should have received but lost while the home was unfit to live in b. the reasonable cost of similar alternative accommodation until the home is fit to live in again. To determine what we mean by the 'reasonable cost of similar alternative accommodation' there are numerous factors we consider, including: ■ the circumstances of your claim ■ the needs of you and your family ■ how long you might need the accommodation for ■ what type of accommodation is available and where it is located. The most we will pay for any one claim is 20% of the buildings sum insured. You will need to provide proof of any expense incurred.	
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 €1000 for any one claim under the policy.	We will not cover the cost of replacing keys and locks to a garage or outbuilding.

 What's covered	 What's not covered
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 €3,000 for any one claim under the policy.	
19. Finding a leak We will pay up to €750 for necessary and reasonable costs that you incur in finding the source of any water leak causing damage which is covered under cause 6 of this section. This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.	We will not cover the costs of repair of the source of the damage unless the cause is covered elsewhere in this policy.
20. Emergency Entries We will pay for loss or damage to the buildings caused when the fire brigade, the Garda Siochana or the ambulance service have to make a forced entry because of an emergency to you. We will also pay for loss or damage to gardens (this includes lawns, trees, shrubs, plants, hedges) caused when the fire brigade, the Garda Siochana or the ambulance service have to attend the home because of an emergency to you. We will not pay more than €1,500 for any one claim under the policy.	

 What's covered	 What's not covered
21. Electric Vehicle Charging Points We will cover accidental damage to your electric vehicle charging point where installed within the boundaries of your home. We will not pay more than €2,000 for any one claim under the policy.	We will not cover loss or damage: a. as a result of electrical breakdown; b. covered by a manufacturer, supplier, installer or repairer guarantee or warranty; c. to charging points installed for commercial use; or d. to any accessories required for use including but not limited to electric vehicle charging leads.
22. Energy efficiency benefit If there has been loss or damage which is covered under Section A - Insurance for your buildings, and the claim under this section is expected to settle for €50,000 or more, we may offer you an additional payment of up to €10,000 towards improving the energy efficiency of your home. To avail of this benefit, you will need to: ■ Apply for a grant from the SEAI (Sustainability Energy Authority of Ireland) for the improvement you would like to install at your home. ■ Once the SEAI grant has been paid to you, you will need to provide us with documentary evidence of this along with the detail of the works completed. Once received and validated, we will then issue the additional payment up to €10,000.	This benefit does not apply: ■ If there is no application for a grant or if the grant has not been approved and paid to you; ■ To any associated costs or professional fees in preparation of any SEAI grant application; ■ If any claim on your policy under Section A - Insurance for your buildings is already settled or settled below €50,000; ■ If there is a total loss of the buildings* or ■ For all SEAI energy upgrades that are fully funded by the SEAI. * In an event of a total loss, your home has to be rebuilt in line with the current building regulations which will include some of the improvements provided by SEAI grant.

 What's covered	 What's not covered
23. Accidental damage to your buildings.	We will not cover accidental damage: a. specifically excluded under Section A - Insurance for your buildings; b. by frost; c. by vermin, insects, fungus, wet or dry rot; d. by chewing, scratching, tearing or fouling by domestic animals; e. by mechanical or electrical breakdown; f. specifically covered somewhere else in this policy; g. arising from altering or extending the building or the cost of maintenance or routine decoration; or h. caused by the process of cleaning, repair, alteration, washing, heating, renovation, restoration, maintenance, restyling, dismantling, erecting, or to any article while being worked on.

Section B

Landlords contents

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

What is the most we will pay?

We will not pay more than the **contents** sum insured shown in **your schedule** or any higher amount **we** might allow for inflation.

However, **we** will pay any additional amounts due under the following extension:

14. **Contents** in the open.

✓ What's covered	✗ What's not covered
The following are covered as long as they belong to you or you are legally responsible for them and they are used for private purposes; ■ furniture ■ carpets, ■ furnishings, and ■ household goods	We will not cover: a. ■ mechanically-propelled vehicles (other than lawnmowers and cultivators used just on your property, mobility scooters and electric wheelchairs), ■ watercraft, ■ aircraft (including all forms of drones), ■ caravans, ■ 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. contents more specifically insured by any other insurance; d. deeds, bonds, securities and documents; e. tenants' property; f. animals;

 What's covered	 What's not covered
	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; i. money - this includes 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
Your policy covers loss or damage to the contents in the home by the following causes.	
1. Fire, lightning, explosion or earthquake	
2. Smoke	We will not cover loss or damage caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.
3. Storm, flood or weight of snow	We will not cover loss or damage: a. by frost; b. to property in the open; c. to trees, shrubs and plants growing in the open; d. to open fronted or open sided outbuildings.
4. Riot, strikes, labour and political disturbances	We will not loss or damage: a. while the home is left unoccupied or unfurnished for 40 days in a row or more; or b. as a result of war or terrorism.

 What's covered	 What's not covered
5. Malicious damage	We will not cover: a. loss or damage while the home is left unoccupied or unfurnished for 40 days in a row or more; or b. the first €1,500 for loss or damage caused by people legally in the home.
6. Water escaping from a fixed water, drainage or heating installation, plumbing or fixed domestic appliance	We will not cover loss or damage: a. caused by water escaping from a drain, water main or pipes which leads to subsidence, ground heave or landslide; b. while the home has been unoccupied or unfurnished for 40 days in a row or more; c. to the part or appliance from which the water leaks; d. caused by water leaking from shower units, and baths through seals and grouting e. to properties built prior to 1920 unless replumbed in the last 35 years by a certified plumber.
7. Subsidence or ground heave of the site on which the buildings stand, or landslide	We will not cover loss or damage: a. arising from faulty or inadequate drains or drainage systems, or inadequate foundations; 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. caused by structural alterations, demolition, repairs or extensions to the home, including the use of heavy machinery or drilling equipment; 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 coast or riverbank or lakeside wearing away; or g. which began before cover was granted under this policy.

 What's covered	 What's not covered
8. Theft or attempted theft	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. theft from the open; d. theft from mechanically-propelled vehicles. 2. We will not pay for the following unless violence and force have been used to gain entry or exit from 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 lent, let or sublet, accommodating paying guests or lived in by anyone but you;
9. Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting the home	We will not cover loss or damage caused by animals owned by you or in your care, custody or control.
10. Radio and television aerials, fittings and masts and satellite dishes breaking or collapsing	We will not cover loss or damage caused by aerials or masts over 15 metres in height from ground level.

 What's covered	 What's not covered
11. Oil escaping from a fixed oil-fired heating installation including smoke damage due to faulty oil-fired heating installation Regardless of the tank age, you should check your oil tank at least twice a year for signs of cracking and/or failure. In the event that defects are discovered, the tank should be immediately replaced to avoid oil escaping.	We will not cover loss or damage: a. caused by pollution or oil spillage if you hire any experts or contractors without our permission, other than those carrying out emergency work, up to a limit of €5,000 . 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. while the home has been unoccupied or unfurnished for 40 days in a row or more We will address any loss or damage by carefully considering the specific situation and the associated risks (i.e. using a risk based approach). This approach ensures our actions are in line with current industry standards and are appropriate to your circumstances.
12. Falling trees or branches	We will not cover loss or damage caused by felling, lopping or topping trees.

Extensions to your contents cover

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

 What's covered	 What's not covered
13. Accidental breakage of mirrors and glass We will cover accidental breakage of: a. mirrors; b. fixed glass in, and glass tops of, furniture; and c. ceramic hobs and ceramic tops of cookers.	We will not cover loss or damage: a. while the home has been left unoccupied or unfurnished for 40 days in a row or more; b. to mirrors, glass, ceramic hobs and ceramic tops not in the home.
14. Contents in the open We will cover loss or damage by causes 1 to 12 (as noted on pages 34 to 36) to contents in the open but within the boundaries of the home. The most we will pay for any one claim is €1,000.	We will not cover loss or damage to any plant, shrub or tree.
15. Accidental damage to landlords contents	We will not cover accidental damage: a. specifically excluded under Section B - Landlord's contents; b. covered somewhere else in this policy ; c. caused by weather (other than storm, flood and weight of snow), fungus, wet or dry rot, damp, frost, scratching, chipping or denting, corrosion, 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. 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; h. caused by settlement or shrinkage; i. to food, drink or plants; or j. to items of glass, china, porcelain, earthenware or stone (or other items of a similar brittle material).

Section C

Liability

The **excess** does not apply to this section.

Subsection 1 - your legal responsibility to the public

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

✓ What's covered	✗ What's not covered
We will cover all amounts that you are legally responsible to pay as damages for: - death, bodily injury or illness to any person; - loss or damage to property which happens in or about the building during the period of insurance. We will also pay legal costs and expenses anyone can recover and all costs and expenses we agree to in writing. 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.	a. We will not cover liability for: ■ bodily injury to you; ■ bodily injury sustained by any employee arising out of and in the course of their employment with you; or ■ loss of or damage to property belonging to you or in your or your employees custody and control. b. We will not cover liability arising from: ■ any wilful, malicious, deliberate or reckless act by you or your employee while involved in supervisory duties ■ you carrying out any trade calling or profession other than the business; ■ 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 the Republic of Ireland;

 What's covered	 What's not covered
	■ you owning, using, controlling, supervising or keeping dogs in breach of the Control of Dogs Acts 1986, to include any amendments thereto, and all Regulations made pursuant to those Acts; ■ you owning, using, controlling, supervising or keeping any dog of the breeds (including any strain thereof) listed in section 5(1) of the Control of Dogs Regulations 1998, S.I.442/1998 (to include any amendments thereto as may be made from time to time) or having any such breed of dog in any part of your home or property for any purpose; ■ you owning or using (other than domestic gardening equipment or being a passenger thereon) mechanically propelled vehicles, (including mobility scooters), PPT's, aircraft (including all forms of drones) or watercraft, (not model aircraft or model watercraft or non-power-driven craft on inland waterways); ■ any lift you own or for which you are responsible for maintenance; ■ You owning or using a hot tub or jacuzzi unless it is maintained in line with the manufacturer's recommendations ■ you owning, or using, any firearm or sporting gun; or ■ the transmission of any contagious disease or virus. c. We will not cover liability you have under an agreement, unless you would have been liable if the agreement did not exist. d. Any liability for which you must have insurance cover under the terms of the Road Traffic Acts.

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
We will cover all amounts you are legally responsible to pay as damages for bodily injury (including death or illness) to any person under a contract of service with you just for private domestic duties. This includes a chauffeur, gardener, people carrying out repair work, and other temporary or casual employees. The injury must arise out of and in the course of their employment by you and happen in the Republic of Ireland. 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.	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 the Republic of Ireland. d. We will not cover liability arising from you owning, using, controlling, supervising or keeping dogs in breach of the Control of Dogs Acts 1986, to include any amendments thereto, and all Regulations made pursuant to those Acts. e. We will not cover liability arising from you owning, using, controlling, supervising or keeping any dog of the breeds (including any strain thereof) listed in section 5(1) of the Control of Dogs Regulations 1998, S.I.442/1998 (to include any amendments thereto as may be made from time to time) or having any such breed of dog in any part of your home or property for any purpose; f. We will not cover liability arising from the transmission of any contagious disease or virus. g. We will not cover liability arising directly or indirectly in connection with demolishing or altering the building or any operation related to those activities. h. Any liability for which you must have insurance cover under the terms of the Road Traffic Acts.

Section D

Emergency Home Assistance

Home emergency

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

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

This section of the **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

Emergency home assistance is administered by AXA Assistance (Ireland) Limited, Kilmartin, N6 Retail Park, Athlone, Co Westmeath.

AXA Assistance (Ireland) Limited provides the **emergency** assistance services and benefits described in this **policy** during the **period of insurance**. AXA Assistance (Ireland) Limited operates the 24-hour **home emergency** assistance helpline.

AXA Assistance (Ireland) Limited is regulated by the Central Bank of Ireland.

Important information

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

We will provide assistance for a maximum of 4 claims in the **policy** year. A claim under this section will not affect **your** no claims discount. If **we** make any changes to **your policy** cover, 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.

Meaning of words

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

*The definitions outlined below only apply to Section D – **Emergency home** assistance.*

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. **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.

3. **Emergency repairs**

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

4. **Home**

The house, bungalow, apartment or flat, its integral (built-in) garages all used for **domestic purposes** as shown in the **schedule**. It does not include detached garages, sheds, greenhouses, **outbuildings** and other **buildings**.

5. **Insured / You / Your**

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

6. **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 (€500 for roofing) including VAT as a contribution to a repair which **you** will arrange yourself.

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

7. **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.

8. **Trace and access**

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

9. **We / Us / Our**

AXA Assistance (Ireland) Limited

10. **What's covered**

Emergency to essential services in **your home** listed in the section below headed "What's covered".

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:

0818 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 in some circumstances **we** may agree 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 including 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 section can only be made by

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

If the **emergency repairs** 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 for roofing) including 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 Section A - Insurance for **your buildings**.

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 (€500 for roofing) including VAT.

Please provide a fully itemised invoice or receipt from **your** own contractor to support **your** claim for reimbursement.

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**, i.e. reconditioned parts. 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.

**What's covered**

We will only pay for the **emergency repair**.

We will not pay for any damage caused by the **emergency**.

The **emergencies** listed below are covered under this **policy**.

**What's not covered**

There are conditions and exclusions, listed below, which limit the type and value of **emergency repairs you** can claim for.

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**.

The following incidents are NOT covered under this **policy**.

Plumbing**What's covered**

An **emergency** relating to:

The internal hot and cold water pipes between the main internal stopcock and the internal taps;

The cold water storage tank;

Flushing mechanism of a toilet;

A leak from:

- **Your** toilet;
- Visible pipes leading to and from the shower or bath;
- Internal section of the overflow pipe;
- Central heating water pipes.

**What's not covered**

Septic tanks, swimming pools domestic oil and gas tanks, hot tubs and jacuzzis;

Breakdown, leak or damage to domestic appliances such as cookers, dishwashers, washing machines and showers;

Repair to, or replacement of, all pipe work outside the **home**;

Dealing with temporarily frozen pipes;

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

Cost of **trace and access** to locate the source of the **emergency**;

Replacing external overflows, cylinders, hot and cold water tanks, cold water pumps, radiators, immersion tanks, and sanitary ware including sinks and basins;

Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain;

Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion.

Drainage

 What's covered	 What's not covered
An emergency relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak. The below is a list of emergencies that you would be covered for: ■ Blocked sinks, blocked or leaking waste pipes, along with rainwater drains; ■ Blocked bath, toilets or external drainage; ■ You will still be covered if you do have another working toilet or bathing facility.	Repairs to drains that are the responsibility of the local water authority if outside the boundaries of your home Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes; Regularly cleaning your drains and any descaling of your drains; Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain; Repairing or unblocking drains which are used for commercial purposes; Making access to drain systems points of entry (such as manhole covers) if these have been built over; Drain clearance due to installation faults or misuse of drains, i.e. flushing baby wipes down the drain, grease or cooking oil; Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as trace and access. Cost of trace and access to locate the source of the emergency.

Failure of Internal Electrics

 What's covered	 What's not covered
Full failure of your electrics within the home. Breakdown of an electric shower.	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; Replacement of electric showers; Repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the home. Breakdown or loss of or damage to domestic appliances, and other mechanical equipment; Electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or supply to swimming pools and their plumbing or filtration systems.

Security

 What's covered	 What's not covered
Windows Broken and cracked windows which result in the home not being secure. We will undertake an emergency repair using boarding or similar material to resolve the immediate security risk. Keys and locks Gaining access to, or securing your home through an external door where you have no alternative due to: ■ lost or damaged keys; ■ stolen keys; ■ failure of the external locking mechanism to the door; ■ broken handles. Damage to locks on external doors or windows caused by vandalism, theft or attempted theft where you are unable to secure your home; Replacement of a single set of keys (if this is the only alternative to resolve the emergency).	Windows, Keys and locks Fences, outbuildings and detached garages: damage to windows, doors or locks. The cost of replacing broken or damaged doors.

Pests

 What's covered	 What's not covered
Removal of rats, mice, wasps, hornets and squirrels, where evidence of infestation in your home has been found. Pests (wasp nest only) outside the private dwelling, e.g. in garages and other outbuildings.	Pests other than wasps found outside your home, such as in detached garages and outbuildings. More than two call outs to your home for each pest incident that occurs.

Internal Gas Pipe

 What's covered	 What's not 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 50 50.	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	 What's not covered
The complete breakdown of a single domestic gas and oil boiler, hot water, heating system and associated components. 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.	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; LPG gas, solid fuel fired, warm air and solar heating; Un-vented heating system; Any repair or replacement of heat pumps, air source heat pumps, warm air systems, water heaters, electric or piped underfloor heating systems; Gas or oil tank replacement; 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.

 What's covered	 What's not 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.	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 inspected or serviced by a qualified person within preceding 12 months. You will be asked to produce the evidence at the time of the claim; 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; Boilers/central heating that function with a reset button or manual intervention.

Temporary Heating

✓ What's covered	✗ What's not 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 purchase heaters up to a value of €60 including VAT on a reimbursement basis. These heaters are yours to keep.	

Roofing

✓ What's covered	✗ What's not covered
Sudden and unforeseen roofing problems where there is a leak or where tiles have been blown off due to a storm or bad weather.	Damage to external guttering and fascia and soffit; Damage to roofs constructed with a flexible weather roofing membrane e.g. torch on felt, flat roofs, trocal etc.; Any roofing claim where the damage is not caused by a storm or bad weather.

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 not been lived in by **you** or any person with **your** permission 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 Emergency home** assistance cover;
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

We appreciate the importance of the protection, confidentiality and security of **your** information.

If **you** want to know what information is held about **you** by AXA Assistance, please write to **us** at:

Data Protection Officer, AXA Assistance, N6 Kilmartin Retail Park, Athlone, Co Westmeath.

Any information which is found to be incorrect will be corrected promptly. Information about **you** is only held for so long as it is appropriate.

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

To see **our** full Data Privacy notice by visiting **our** website <https://www.axa-assistance.co.uk> and clicking on **our** privacy **policy**.

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 **advisor's costs** up to €75,000 where;

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

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

Definitions applying to this section

Wherever the following words or phrases appear in **bold** in this section they will have the following meanings as described below.

The definitions outlined below only apply to Section E – Landlord's legal costs insurance.

1	Act	The Residential Tenancies Acts 2004 to 2006 or amendments thereof.
2	Adviser	The MIS panel solicitor or their agents appointed by MIS to act for you .
3	Adviser's costs	Reasonable legal fees incurred by the adviser up to the hourly rate shown in the MIS 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	MIS / We / Our / Us	MIS Underwriting Limited who administer claims under Section F of this policy .
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: a. appropriate for the tenancy; and b. signed and independently witnessed by you and the tenant; 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****A**

We will cover **advisers' costs** to pursue **proceedings** against a **tenant** to recover possession of the **buildings** where the **tenant** is in breach of Section 16 or Section 78 (j) of the **Act** relating to the rightful occupation of the **buildings**.

**What's not covered**

We will not cover an **insured incident**:

- 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,
- 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 pre-grant 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**.

 What's covered	 What's not covered
	■ 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.
B We will cover advisers' costs to pursue proceedings for nuisance or trespass against the person or organisation infringing your legal rights in relation to the buildings. The nuisance or trespass must have started at least 180 days after you first purchased this insurance.	There is no cover arising from a dispute relating to a tenancy agreement or any other lease or licence to occupy property or land.

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 **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 **MIS**,

- 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**.

General Conditions

1. Claims

- a. **You** must notify claims as soon as reasonably possible 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

MIS Underwriting Limited is regulated by the Central Bank of Ireland. Section E of this **policy** is administered by **MIS** Underwriting Ltd and underwritten by Amtrust International Underwriters DAC. Amtrust International Underwriters DAC is regulated by the Central Bank of Ireland.

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

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.

Section F

Legal protection

This section is automatically included, but will not apply if **you** are a company. This section of **your policy** administered by MIS Underwriting Ltd. 14a Jocelyn St., Dundalk, Co. Louth, A91 XNY2 is regulated by the Central Bank of Ireland, registration no: 190040.

Definitions (applying to this section of your policy)

We, our or us

MIS Underwriting Ltd who administer this section of the insurance.

Appointed representative

The lawyer, accountant or other suitably qualified person who has been appointed to act for **you** under the terms of this section of the **policy**.

Date of occurrence

- a. For civil cases (except under insured incident 5 - (Tax Protection), the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the date of occurrence is the date of the first of these events.
- b. For criminal cases, the date of occurrence is when **you** began or are alleged to have begun to break the criminal law in question.
- c. Under insured incident 5 (Tax protection) the date of occurrence is when the Revenue Commissioner first lets **you** know in writing that they plan to make enquiries.

Costs and expenses

a. Legal costs

All reasonable and necessary costs chargeable by the **appointed representative** on a party/party basis. Also the costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

b. Accountant's costs

A reasonable amount in respect of all costs reasonably incurred by the **appointed representative**.

Territorial limit

For insured incidents 2 (Contract disputes) and 3 (Bodily Injury)

The European Union, The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other insured incidents

The Republic of Ireland.

Revenue audit

An examination by the Revenue of **your** self assessment return for income tax or capital gains tax.

What is the most we will pay?

The most **we** will pay for all claims resulting from one or more event, arising at the same time or from the same originating cause is €65,000.

We agree to provide the insurance in this section, as long as:

- a. the insured incident happens during the **period of insurance** and within the territorial limit;
- b. any legal proceedings will be dealt with by a court, or other organisation which **we** agree to, in the territorial limit; and
- c. for civil claims, it is always more likely than not that **you** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

 What's covered	 What's not covered
1. Employment disputes We will negotiate your legal rights in a dispute arising from a contract of employment you have entered into for your work as an employee.	Costs and expenses for: 1. Disciplinary hearings or internal grievance procedures. 2. Any claim relating solely to personal injury.
2. Contract disputes We will negotiate the following: 1. Your legal rights in a contractual dispute arising from an agreement or an alleged agreement which you have entered into for: a. buying or hiring any goods or services; or b. selling of any goods 2. Your legal rights in a contractual dispute or for misrepresentation arising from an agreement or an alleged agreement which you have entered into for the buying or selling of your home. We will provide cover as long as: a. you entered into the agreement or alleged agreement during the period of insurance. b. the amount in dispute is more than €150.	We will not pay any claim relating to the following 1. A contract to do with your profession, business or employment. 2. A lease lasting less than eight years, or licence or tenancy of land or buildings. However, we do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement. 3. A contract involving a motor vehicle. 4. The settlement paid under an insurance policy. 5. A dispute arising from any loan, mortgage, pension, investment or borrowing.

 What's covered	 What's not covered
3. Bodily injury We will negotiate for your legal rights against a party who causes your death or bodily injury. There is no cover for Adviser's costs in claims handled by InjuriesBoard.ie other than the InjuriesBoard.ie Application Fee and Medical Report Fee.	We will not pay for any claim relating to the following: 1. Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident. 2. Deep vein thrombosis or its symptoms that result from you travelling by air. 3. Defending your legal rights. However we will defend a counter-claim. 4. When you are driving a motor vehicle.
4. Property protection We will negotiate for your legal rights in a civil action relating to material property (including your home), which you own or which you are responsible for, following: 1. any event which causes or could cause physical damage to your material property, as long as the dispute is more than €150; or 2. any nuisance or trespass.	We will not pay for: 1. Any claim relating to the following: a. a contract you have entered into; b. any building or land other than your home; c. someone legally taking your home from you, whether you are offered money or not, or restrictions or controls are placed on your home by any government or public or local authority (unless the claim is for accidental physical damage); d. work done by any government or public or local authority unless the claim is for accidental physical damage; e. a motor vehicle you own, use, hire or leased to you; or f. mining subsidence. 2. We will not pay to defend any claim arising from physical damage to material property. However we will defend a counter-claim.
5. Tax protection We will negotiate for you and represent you throughout a Revenue audit relating to your self assessment tax return.	1. Any claim relating to an off shore account held by you. 2. The tax affairs of a company, or any claim if you are self employed, a sole-trader or in business partnership. 3. Any Revenue audit where you have not submitted a self assessment tax return.

 What's covered	 What's not covered
6. Jury service We will pay you salary or wages for the time that you are off work while on jury service. We will cover each half or whole day if you cannot recover the costs from the court or your employer.	The amount we will pay is based on the following. 1. The time the you are off work, including the time it takes to travel to and from the court. We will work it out to the nearest half day, assuming that a whole day is eight hours. 2. If you work full time, we will pay the salary or wages for each whole day (equals 1/250th of your yearly salary or wages). 3. If you work part-time, the salary or wages will be a percentage of your salary or wages.
7. Legal defence 1. We will defend your legal rights if an event arising from your work as an employee leads to you being prosecuted in a court of criminal jurisdiction. 2. We will defend your legal rights if an event leads to your prosecution for an offence connected with the driving of a motor vehicle.	We will not pay for: 1. parking offences; 2. you driving a motor vehicle if you do not have a valid motor insurance.
8. Identity theft protection 1. We will pay legal costs to contact relevant organisations on your behalf to advise that you have been the victim of identity theft. The most that we will pay for legal costs is an amount equal to sending or receiving up to 20 letters for each insured incident. 2. We will pay legal costs to defend civil legal proceedings against you and remove any legal judgements against you obtained by an organisation that you are alleged to have brought, hired or leased goods or services from. We will only pay legal costs if you deny having entered in to the contract and you allege that these judgements have been brought against you as a result of you being a victim of identity theft.	We will not pay for: 1. legal costs where the alleged contract was entered into before you first purchased this insurance. 2. the amount in dispute is less than €125 plus tax. 3. you have not taken all reasonable steps to protect your Identity and any personal identification number (PIN) that you may hold.

What is not covered under Legal protection:

We will not cover:

1. any claim reported to **us** more than 180 days after **you** should have known about the insured incident;
 2. any incident or matter arising before the start of this section of the **policy**;
 3. any costs and expenses **you** pay or agree to pay before **we** accept **your** claim in writing;
 4. fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority;
 5. any insured incident **you** have deliberately caused;
 6. any claim relating to **your** alleged dishonesty or violent behaviour;
 7. any claim relating to written or spoken remarks which damage **your** reputation;
 8. a dispute with **us** not otherwise dealt with under condition 7;
 9. any legal action **you** take or if **you** do anything that prevents **us** or the **appointed representative** taking action;
- or
10. an application for judicial review.

Conditions specific to Legal protection

1. **You** must:

- a. keep to the terms and conditions of this **policy**;
- b. take reasonable steps to keep, as low as possible, any amount **we** have to pay;
- c. try to prevent anything happening that may cause a claim;
- d. send everything **we** ask for, in writing; and
- e. give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.

2.

- a. **We** can take over and conduct in **your** name, any claim or legal proceedings at any time. **We** can negotiate any claim on **your** behalf.
- b. **You** are free to choose an **appointed representative** (by sending **us** a suitably qualified person's name and address) if:
 - i. **we** agree to start court proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
 - ii. there is a conflict of interest.

We may choose not to accept the choice of **appointed representative**, but only in exceptional circumstances. If there is a disagreement over the choice of **appointed representative**, another suitably qualified person can be appointed to decide the matter.

- c. In all circumstances except those in 2b) above, **we** are free to choose an **appointed representative**.
 - d. **We** will appoint an **appointed representative** to represent **you** according to **our** standard terms of appointment. The **appointed representative** must co-operate fully with **us** at all times.
 - e. **We** will have direct contact with the **appointed representative**.
 - f. **You** must co-operate fully with **us** and the **appointed representative** and must keep **us** up-to-date with progress of the claim.
 - g. **You** must give the **appointed representative** any instructions that **we** may need.
- 3.
- a. **You** must tell **us** if anyone offers to settle a claim.
 - b. If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further costs and expenses.
 - c. **We** may decide to pay **you** the amount of damages that **you** are claiming or is being claimed against **you**, instead of starting or continuing legal proceedings.
- 4.
- a. **You** must tell the **appointed representative** to have the costs and expenses taxed, assessed or audited, if **we** ask for this.
 - b. **You** must take every step to recover costs and expenses that **we** have to pay and must pay **us** any costs and expenses that are recovered.
5. **You** must tell **us** if the **appointed representative** refuses to continue acting for **you**, or if **you** dismiss them. The cover **we** provide will end at once unless **we** agree to appoint another **appointed representative**.
6. If **you** settle a claim or withdraw **your** claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any costs and expenses **we** have paid.
7. If **we** and **you** disagree about the choice of **appointed representative**, or about how a claim is handled, **we** and **you** can choose another suitably qualified person to decide the matter. **We** and **you** must both agree in writing to the choice of this person. Failing this, **we** will ask the President of the Law Society of Ireland to choose a suitably qualified person.
8. **We** may at **our** discretion tell **you** to get the opinion of a barrister **you** and **we** have chosen as to the merits of a claim or proceedings (**you** must pay any costs involved in this). If the barrister's opinion indicates that there are reasonable grounds for defending a claim or taking proceedings, **we** will pay the cost of getting the barrister.
9. **We** will not pay any claim covered under any other **policy**, or any claim that would have been covered by any other **policy** if this **policy** did not exist.

Making a claim – this applies to Legal protection only

Once **you** have sent **us** the details of **your** claim and **we** have accepted it, **we** will start to deal with **your** legal problem. Please do not ask for help from a solicitor or accountant before **we** have agreed. If **you** do, **we** will not pay the costs involved.

Always report **your** claim to **us** in writing and as soon as possible. **We** can send **you** a claim form to help **you** do this.

We normally deal with claims by appointing a solicitor to handle **your** claim. In most cases **we** will choose the solicitor for **you**.

To report a claim

Telephone the legal advice service to report a claim. They will provide **you** with legal advice and arrange to send **you** a claim form.

Helpline services

We provide these services during the **period of insurance**.

In order to maintain an accurate record and to help **us** check and improve **our** service standards, **your** telephone call may be recorded.

Legal advice service

We will give **you** confidential personal legal advice over the phone on any legal problem, under the laws of the Republic of Ireland.

To contact the service above

Phone us on: 01 865 8807 and quote "AXA Home Insurance". The legal helpline operates 8am to 8pm Monday to Friday (excluding bank holidays) and 10am to 1pm on Saturdays. When calling the legal helpline please quote "AXA Home Insurance".

Counselling

We will provide **you** with a confidential counselling service over the phone, including where appropriate, onward referral to relevant voluntary or professional services.

To contact the above counselling helpline,

Phone us on: 09064 86359

We will not accept responsibility if the helpline services are not available for reasons **we** cannot control.

Please do not use these numbers to report a general insurance claim.

Endorsements

An **endorsement** is an alteration to the terms of the **policy**.

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

1609 Buildings of farm property

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

1610 Contents of farm property

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

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

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

1622 Mortgagee clause

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

1623 Exclusion of subsidence cover

1. **Section A - (Buildings) We** will not cover loss or damage by Cause 7 - **Subsidence** or ground heave of the site on which the **buildings** stand, or landslip.
2. **Section B – (Contents) We** will not cover loss or damage by Cause 7 - **Subsidence** or ground heave of the site on which the **buildings** stand, or landslip.
3. **Section A – (Buildings) We** will not cover loss or damage by Cause 6 - Water escaping from a drain, water main or pipes which leads to **subsidence** or ground heave of the site on which the **buildings** stand, or landslip.
4. **Section B – (Contents) We** will not cover loss or damage by Cause 6 - Water escaping from a drain, water main or pipes which leads to **subsidence** or ground heave of the site on which the **buildings** stand, or landslip.

1639 Excluding storm or flood cover

Cover under Cause 3 (**Storm** and **Flood**) of Section A (**Buildings**) and Section B (**Contents**) is excluded.

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We're here to help.

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

**For help with claims, ring us on
0818 7 365 24
(From outside ROI 003531 8583200)**

Find out more on axa.ie



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