



PRESTIGE

UNDERWRITING SERVICES (IRELAND) LTD

PARTNERSHIP IS THE BEST POLICY

PROPERTY OWNERS INSURANCE

UNDERWRITTEN BY



AmTrust International Underwriters
An AmTrust Financial Company



Welcome to Your Prestige Underwriting Services (Ireland) Limited 'Property Owners' insurance policy

Thank **you** for choosing Prestige Underwriting Services (Ireland) Limited as **your home** Insurer. This policy has been underwritten by AmTrust International Underwriters DAC.

Our aim is to provide **you** with peace of mind when it comes to looking after **your** home insurance needs and to make **your** insurance cover clear and easy to understand.

You should read this policy booklet, along with **your schedule** and statement of fact, as together they give **you** full details of **your** cover. If **you** have any questions about **your** policy documents, if any details are incorrect on any of the documentation **you** have received, or if **you** wish to make a change to **your** policy, please contact **your broker** or Agent, whose details are shown on **your schedule**. Please also contact **us** if **you** require **your** documents in an alternative format, for example large print.

Authorisation

Your policy is arranged and administered by:



PARTNERSHIP IS THE BEST POLICY

Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland. Registered in Ireland. Company registration number: 119908. Registered address: Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Ireland.

Your policy is underwritten by:



AmTrust Underwriting
An AmTrust Financial Company

AmTrust International Underwriters DAC is regulated by the Central Bank of Ireland. Registered in Ireland. Company registration number: 169384. Registered address: AmTrust International Underwriters DAC, 6-8 College Green, Dublin 2

Legal assistance is provided by:



This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland. Registered address: MIS Underwriting Limited, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2.

Home emergency assistance cover is provided by:



MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Company registration number: 903874. Registered address: Mapfre Assistance Agency Ireland, Ireland Assist House, 22-26 Prospect Hill, Galway, Ireland.

Contents

	Page
Introduction	3
Useful Hints	4
Definitions	6
Section 1 – Property Damage	8
Section 2 – Loss of Rent	16
Section 3 – Property Owners’ Liability	18
Section 4 – Landlords Legal Protection	25
Section 5 – Home Emergency Assistance	39
General Policy Conditions	46
General Policy Exclusions	49
Claims Procedure and Conditions	51
Complaints Procedure	53
Privacy Notice	54

Introduction

This **Policy** wording, the **Schedule**, any statement of fact and any endorsements, set out the terms of the contract between **You** and **Us**. Please read all of these documents carefully to make sure they provide the cover **You** want. If they are not correct, or do not meet **Your** needs, please immediately return them to **Your** insurance advisor who arranged this insurance for **You**.

The **Schedule** identifies the operative **Sections** of cover and their **Sums Insured** and limits of indemnity (the amount of cover **You** have).

You must inform **Us** immediately of any material facts or changes which **We** would take into account in **Our** assessment or acceptance of this insurance. Failure to do so may invalidate **Your Policy** or result in certain covers not operating fully. If **You** are in any doubt as to whether a fact is material or not, please contact **Your** insurance adviser.

Your Policy is designed to be amended easily and **We** will issue a new **Schedule** or endorsement each time the cover under the **Policy** is altered. **You** must also tell **Us** if at any time the **Sums Insured** shown in the **Schedule** are insufficient.

Following a claim **We** can make a cash payment, carry out the necessary repairs, or replace the item.

If **You** decide that **You** do not wish to accept this **Policy**, return it within 14 days of receiving it and providing no claims have been made, **We** will refund the full premium.

Your policy

In consideration of the payment of the premium **We** shall provide insurance against loss, destruction, Damage or liability occurring at any time during the Period of Insurance (or any subsequent period for which **We** accept a renewal premium) in accordance with the Sections of the Policy shown as operative in the Schedule subject to the exclusions, provisions and conditions of the Policy.

The Policy and the Schedule should be read together as one contract and the Proposal Form or Statement of Fact made by **You** is the basis of the contract.

Useful Hints on Protecting Your Property

Every year many people find it necessary to seek assistance from their Insurer and lodge a claim against their Policy. **We** are committed to reducing the stress suffered at this time by offering the best possible service and assisting **You** to return to normal as soon as possible.

In an effort to reduce the risk of some of the most common incidents occurring, **we** have put together some information that we hope you find useful.

BURST AND FROZEN PIPES

- Insulation and lagging – check that water pipes and tanks are properly insulated and lagged. You should pay particular attention to pipes that are exposed to the cold, outlet pipes, pipes that run along outside walls in unheated rooms or in your loft.
- Central Heating – in a long cold spell, where possible, keep central heating on a low setting and open the loft hatch occasionally to let warm air circulate.
- Draining systems – drain your entire system and switch off the water supply at the mains if you plan to be away for a long period.
- Stop cock – know where your stop tap is so that you can switch the water off in the event of a burst.

LEAKS

- Radiator valves – check valves regularly for leaks.
- Overflow pipes and tanks – check overflow pipes, water tanks and central heating header tanks regularly. Check that ball cock valves close and the ball sits correctly.
- Washing appliances – check fittings and the working order of your appliances on a regular basis.
- Gutters – check and clear gutters regularly. Maintain and repair any damage to avoid water penetrating your property.
- Gradual leaks - damp patches, mildew and mould are indicators that there may be a gradual leak and should be checked at the earliest opportunity. This type of loss is not covered on your policy.

FIRE

- Smoke Alarms – fitting a smoke alarm will give you an early warning of fire. Test your alarms regularly to ensure they are operational.
- Open Fires – having your chimney swept once a year will ensure there is no build up of soot and will prevent fire or brickwork damage.
- Cooking – many fires in the home occur in the kitchen area. Never leave pans with hot oil unattended, ensure children are not left alone in the kitchen and keep matches stored out of reach.
- Electrical Sockets – never overload electrical sockets and before retiring for the night, switch them off. Unplug all appliances if the home is to be left unattended.
- Candles – should be put in secure holders, out of the reach of children and blow them out before leaving the room. Any surface they are placed on should not burn and avoid placing them near curtains or any material that could catch fire.
- Smoking – always ensure cigarettes are properly extinguished and you should not smoke in bed.
- Fire Escape Plan – agree a plan with your family. Everyone should know where the door and window keys are kept and the best route to leave the property.
- If there is a fire – contact the emergency Fire & Rescue Service on 112 or 999.
- The National Safety Council promotes awareness on fire safety issues and may be able to offer you advice.

THEFT

- Window Locks – install window locks on all ground floor and other accessible windows and deadlocks on external doors. Check your doors and windows are in sound condition and have toughened glass.
- Secure Windows and Doors – lock windows and doors when you leave your home, even if it is only for a short time. Keep any outbuildings secured.
- Holidays – ask a neighbour or friend to keep an eye on your home and collect your post. Cancel milk and paper deliveries.
- Keys – don't hide keys on or near the home, keep them out of sight.
- Valuable items – use security markers to record your postcode and house number on these items.
- Burglar Alarm – consider having an alarm installed, this may deter thieves.
- Strangers – avoid allowing strangers into your home, ask for proof of identity and think about fitting a door safety chain or a spyhole.

Contact your local Crime Prevention Officer and a member of the Associated Locksmiths of Ireland for further advice on the security of your property.

YOU SHOULD REMEMBER THAT:-

- All gas consumers are advised to have appliances checked for safety at least every 12 months by a Registered Gas Installer and Carbon Monoxide Alarms are a useful back-up precaution although not a substitute for proper installation and maintenance of gas equipment.
- It is important to check your roof for missing or loose tiles. Have these replaced or repaired to prevent leaks.
- Roots of trees and shrubs can damage your property. Think about where you plant new trees or shrubs and seek advice from a tree surgeon if you have mature trees.
- A loft is the perfect environment for unwanted pests. They may cause damage to property and items stored in the loft. There is also the possibility of fire hazard if they interfere with electric cabling.

Definitions

Certain words in this **Policy** have special meanings. These meanings are given below or defined at the beginning of the appropriate **Section**.

To help **You** identify these words in the **Policy**, **We** have printed them in **bold** type throughout.

Building(s)

The **Buildings, Flats, Outbuildings**, annexes, conveniences, extensions and sub-stations at the risk address or addresses stated in the **Schedule** built of brick stone or concrete and roofed with slate, tile metal, concrete, asbestos or asphalt and shall include:

- a landlord's fixtures and fittings;
- b buildings comprising fixtures and fittings formerly the property of the tenants, which has been relinquished to **You**;
- c all foundations or footings unless otherwise excluded;
- d walls, gates, fences, forecourts, car parks, driveways and service areas; e patios;
- f and for which **You** are responsible;
 - i all fixed glass in windows, doors, fanlights, skylights and partitions and fixed sanitary fittings;
 - ii roads, pavements, pedestrian malls, associated lamp-posts and other street furniture;
 - iii fixed fuel oil tanks, fixed diesel fuel tanks and fixed liquefied petroleum gas tanks;
 - iv security lighting, security cameras and other security devices, fire protection devices, signs, communication aerials and similar devices;
 - v landscaping, external trees and plants, planters, ornamental features and statues;
 - vi tennis courts, swimming pools and roof gardens applicable to blocks of flats and individual private dwellings only.

Business

The ownership by **You** of the **Property** insured including:

- a Maintenance, occupation or use of the **Property** insured by **You**;
- b The provision and management of canteen, sports, social or welfare organisations for the benefit of **Your** employees and fire security, first aid, medical and ambulance services;
- c Private work undertaken with **Your** prior consent by **Your** employees or any director or senior official of **You**.

Contents

Contents of Common Parts and All Other Contents.

Fitted carpets, furnishings and other contents in reception and storage areas and other communal parts of the **Buildings** including:

- a The contents of fuel tanks;
- b Portable communal **property** in the open grounds of and used in connection with the Buildings.

Any **Contents** that are not **Contents of Common Parts**, including:

- a Deeds, documents, manuscripts and **Business** books, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records, for an amount not exceeding €10,000 in total and so far as they are not otherwise insured;
- b Partners', directors' and employees' personal effects of every description (other than motor vehicles) whilst in the **Buildings** for an amount not exceeding €500 for any one person;
- c Household goods, furniture and furnishings of every description belonging to **You** or for which **You** are legally responsible including:
 - 1 Television, satellite and radio receiving aerials, aerial fittings and masts fixed to the dwelling;
 - 2 Telephones;
 - 3 Gas and electric cookers and meters.

Definitions - Con't

Damage

Loss, destruction or damage.

Excess

The first part of each and every claim for which **You** are responsible.

Outbuilding(s)

Any building that is subsidiary to the **Building**, which does not incorporate permanent foundations below ground level and which is not capable of being properly secured, including but not limited to any stable, garage, shed hut, lean-to, greenhouse, hay loft or barn.

Period of Insurance

The period from the **Policy** start date to the renewal date as shown in the **Schedule**.

Policy

The documents consisting of this policy booklet, the current **Schedule**, statement of facts or proposal form **You** complete, and any endorsements issued by **Us**.

Property

Buildings, Contents of Common Parts, All other Contents and other **Property** belonging to **You** or for which **You** are legally responsible, as shown and/or described in the **Schedule**.

Renovation

Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sink, wash basin, w.c., bath and shower, carpeting and internal joinery, but excluding external window replacement.

Schedule

The current Insurance **Schedule** provided by **Us**, detailing the cover and forming part of the **Policy**.

Section

The parts of this **Policy** that detail the insurance cover provided for each individual section of this **Policy**.

Sum Insured

The maximum amount **We** will pay for each item insured under any **Section**.

Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Unoccupied

Any **Building** or part of **building** or flat which is empty, disused, unoccupied, unfurnished, untenanted or no longer in active use by **You** or **Your Tenants** and has been so for a period of 30 days or more.

We, Us, Our

Prestige Underwriting Services (Ireland) Limited on behalf of AmTrust International Underwriters DAC.

You, Your

The policyholder named in the **Schedule**.

Section 1 – Property Damage

Cover

We will cover You against **Damage** to the **Property** caused by an Insured Peril shown below. We will not cover You for the **Excess** which is shown in the **Schedule**.

Insured Perils

a Fire, explosion, lightning and earthquake.

b Smoke.

EXCLUDING any **Damage**:

1 Which happens gradually.

c Riot, civil commotion, strikes, labour or political disturbances.

EXCLUDING any **Damage**:

1 While the **Buildings** are **Unoccupied** except as provided for in general **Policy Condition 3**.

d Aircraft or aerial devices or articles dropped from them

e Malicious acts or vandalism.

EXCLUDING any **Damage**:

1 Caused by **You**;

2 In **Excess** of €5,000 caused by any person lawfully allowed in **Your Buildings**;

3 Caused when the **Buildings** are **Unoccupied** except as provided for in general **policy Condition 3**.

f Impact by any road vehicle or animal.

g Storm or Flood.

EXCLUDING any **Damage**:

1 Caused by frost, subsidence, ground heave or landslip;

2 Caused only by a change in the water table;

3 To walls, gates, fences, hedges and any moveable **Property** in the open;

4 To open-fronted or open-sided **Buildings** or to **Property** contained therein;

5 While the **Buildings** are **Unoccupied** except as provided for in general **policy Condition 3**.

h Escape of water or oil from any tank, apparatus or pipe or fixed heating installations.

EXCLUDING any **Damage**:

1 While the **Buildings** are **Unoccupied**;

2 To the appliance or system from which the water or oil escaped;

3 By water discharged or leaking from any automatic sprinkler installation.

i Water freezing in any tank, apparatus or pipe or fixed heating installations.

EXCLUDING any **Damage**:

1 While the **Buildings** are **Unoccupied**;

2 In **Excess** of €2,500;

3 To any automatic sprinkler installation.

Section 1 – Property Damage Con't

- j Accidental escape of water from any automatic sprinkler installation in the **Buildings** not caused by explosion, earthquake, subterranean fire or heat caused by fire.

EXCLUDING any **Damage**:

- 1 While the **Buildings** are **Unoccupied**

- k Theft or attempted theft.

EXCLUDING:

- 1 **Damage** caused by any person lawfully allowed in the **Buildings**;
- 2 Theft or attempted theft while the **Buildings** are **Unoccupied**;
- 3 Cash, bank and currency notes;
- 4 Securities and documents of any kind.

- l Falling trees, branches, telegraph poles, lamp-posts or pylons, radio and television receiving aerials (including satellite dishes) their fittings and masts.

EXCLUDING any **Damage**:

- 1 Arising from felling or lopping of trees or branches.

- m Subsidence and/or heave of the site on which the Building stands and/or landslip – to be read in conjunction with Section Condition 3.

EXCLUDING any **Damage**:

- 1 As a result of landslip caused by or resulting from coastal or river or watercourse erosion;
- 2 Which originates prior to the inception of this cover;
- 3 Caused by faulty design, workmanship or material;
- 4 Caused by demolition, construction, structural alteration or repair to any **Buildings** or ground works or excavation;
- 5 Caused by solid floor slabs moving, unless the foundations beneath the outside walls of the **Buildings** are damaged at the same time and by the same cause;
- 6 Caused by settlement or movement of made up ground;
- 7 Caused by the normal settlement or the bedding down of new structures;
- 8 To swimming pools, tennis courts, terraces, patios, drives and footpaths, walls, gates, fences or hedges unless the outside walls of the **Buildings** are damaged at the same time and by the same cause.

- n Accidental breakage of fixed glass and sanitary fixtures forming part of the **Buildings**, including double glazing, glass in solar panel units and fixed baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, lavatory pans and cisterns.

EXCLUDING:

- 1 **Damage** while the **Buildings** are **Unoccupied**;
- 2 **Damage** to accessories and fittings;
- 3 **Damage** to ceramic hobs in freestanding cookers;
- 4 Chipping, denting or scratching.

Section 1 – Property Damage Con't

- o Accidental **Damage** by external means to underground water, gas, sewer and drain pipes, underground electricity and telephone cables which reach from the **Property** to the public supply, for which **You** are legally responsible.

EXCLUDING any **Damage**:

- 1 Caused by rust, corrosion or other wear and tear;
- 2 Due to a fault or limit of design, manufacture, construction or installation.

Extensions

1 – Accidental Damage

Operative only if identified as “INCLUDED” in the **Schedule**

EXCLUDING any **Damage**

- a Caused by or consisting of or arising from or attributable to:
 - 1 Any of the Insured Perils;
 - 2 Any of the exclusions to the Insured Perils.
- b Caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall not exclude **Damage** which itself results from a cause not otherwise excluded;
- c Caused by or consisting of faulty or defective workmanship, operational error or omission by **You** or any of **Your** employees but this shall not exclude:
 - 1 Such **Damage** not otherwise excluded which itself results from an insured peril
 - 2 Subsequent **Damage** which itself results from a cause not otherwise excluded.
- d As a result of acts of fraud or dishonesty by any partner, director or any of **Your** employees but this shall not exclude such **Damage** not otherwise excluded which itself results from Insured Perils a) to m)
- e Caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour, flavour, texture or finish but this shall not exclude:
 - 1 Such **Damage** not otherwise excluded which itself results from Insured Perils a) to m);
 - 2 Subsequent **Damage** which itself results from a cause not otherwise excluded.
- f Consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam and feed piping connected to them, mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus, or equipment in which such a breakdown or derangement originates but this shall not exclude:
 - 1 Such **Damage** not otherwise excluded which itself results from Insured Perils a) to m);
 - 2 Subsequent **Damage** which itself results from a cause not otherwise excluded.
- g Caused by disappearance, unexplained or inventory shortage or the misfiling or misplacing of information;
- h To any Building or structure caused by its own collapse or cracking, but this shall not exclude such destruction or **Damage resulting from other Damage in so far as it is not otherwise excluded**;
- i In respect of fences, gates and moveable **Property** in the open caused by wind, rain, hail, sleet, snow or dust;
- j Resulting from **Property** insured undergoing any process of production, packing, treatment, testing, commissioning, service or repair;
- k In respect of:
 - 1 Jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books;
 - 2 **Property** in transit;

Section 1 – Property Damage Con't

3 Glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects but this shall not exclude Damage which itself results from Insured Perils a) to m) in so far as it is not otherwise excluded;

4 Money, cash, bonds or securities of any description.

l to:

1 Vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;

2 **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property** or structures;

3 Land, roads, pavements, piers, jetties, bridges, culverts or excavations;

4 Livestock, growing crops or trees but this shall not exclude such **Property** specifically described in the **Schedule**.

5 Caused by electrical or magnetic or erasure of electronic recordings.

m Whilst the Building is Unoccupied.

2 – Locks and Keys

We will pay for the cost of replacing locks and keys of doors and windows for which **You** are responsible, such costs being necessarily incurred to keep the **Buildings** secure if the keys are stolen using force and violence, up to an amount of €1,000 any one claim and €20,000 any one **Period of Insurance**.

3 – Trace and Access

In the event of **Damage** in consequence of escape of water or fuel oil from any tank, apparatus or pipe, **We** will pay the costs necessarily and reasonably incurred by **You** in locating the source of such **Damage** and in the subsequent making good of **Damage** caused as a consequence of locating such source, up to an amount of €13,000 any one claim and in the aggregate during any one **Period of Insurance**.

4 – Metered Supplies

The cover afforded by the **Section** includes the additional water, gas, electricity or other metered supply charges incurred by **You** in consequence of **Damage**, and for which **You** are legally responsible, up to an amount of €1,000 any one claim and €20,000 any one **Period of Insurance**.

We will not pay for such charges incurred whilst any **Building** is **Unoccupied**. The basis on which the amount payable is to be calculated will be the amount of the supplier's charges for the period following the **Damage**, less the charge paid by **You** for the corresponding period in the preceding year, adjusted for changes in the suppliers' charges and for variations affecting **Your** supply consumption.

5 – Landscaped Grounds

The cover afforded by this **Section** includes costs incurred by **You** in consequence of **Damage** to the **Buildings**, up to an amount of €1,000 any one claim, in restoring landscaped grounds to their original appearance when first laid out and planted.

We will not pay for costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established.

6 – Fire Brigade Charges

The cover afforded by this **Section** includes charges levied by a Fire Authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **Property** covered. **We** will not be liable for any claim amount in excess of €2,500 any one claim in the aggregate during the **Period of Insurance**.

7 – Fire Extinguishers and Sprinklers

We will pay the reasonable costs incurred by **You** in re-filling fire extinguishers and replacing sprinkler heads, solely in consequence of **Damage** by an insured peril.

Section 1 – Property Damage Con't

Basis of Settlement

We will pay **You** the value of the **Property** Insured at the time of its loss or destruction, or the amount of the **Damage**, or at **Our** option will reinstate or replace such **Property** or any parts of such **Property**.

The most **We** will pay for any one claim is:

- a The total **Sum Insured**, or for each item its individual **Sum Insured**, or any other limit of liability in this **Section** whichever is the less at the time of **Damage**;
- b The amount of the **Sum Insured** or limit of liability remaining after deduction for any other **Damage** occurring during the same Period of Insurance, unless **We** agree to reinstate any such **Sum Insured** or limit of liability.

1 – Automatic Reinstatement

In the absence of written notice by **Us** to the contrary, in consideration of **Sums Insured** not being reduced by the amount of any claim, **You** will pay the appropriate additional premium on the amount of the claim from the date of **Damage** to expiry of the **Period of Insurance**, but this shall not apply in respect of any **Damage** as a result of Insured Peril (k) – Theft or attempted theft.

2 – Basis of Settlement Adjustments

In calculating the most **We** will pay for any one claim, adjustments shall be made in accordance with the following clauses:

a – Reinstatement

Subject to the Special Conditions set out below, the basis on which the amount payable for **Buildings** and **Contents** is to be calculated will be the reinstatement of the **Property Damaged**.

For this purpose “reinstatement” means:

- a The rebuilding or replacement of **Property** lost or destroyed which, provided **Our** liability is not increased, may be carried out:
 - 1 In any manner suitable to **Our** requirements;
 - 2 On another site.
- b The repair or restoration of **Property Damaged**.

in either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new.

Special Conditions applicable to a – Reinstatement

- a **Our** liability for the repair or restoration of **Property Damaged** in part only shall not exceed the amount which would have been payable if such **Property** had been wholly destroyed.
- b No payment beyond the amount **We** would have paid in the absence of this clause will be made:
 - 1 Unless reinstatement commences and proceeds without unreasonable delay;
 - 2 Until the cost of reinstatement has actually been incurred;
 - 3 Where **Property** insured at the time of **Damage** is covered by any other insurance effected by **You**, or on **Your** behalf, which is not on the basis of reinstatement.
- c All the terms and conditions of this **Section** and of the **Policy** shall apply to any claim payable under the provision of this clause, other than where they are expressly varied by the terms of this clause.

b – Index Linking

The **Sums Insured** in this **Section** will be indexed each month in line with the House Rebuilding Cost Index issued by the Department of Environment and the Consumer Price Index (Household Durables List) issued by the Central Statistics Office.

We will not charge **You** an extra premium for any monthly increase but at each renewal **we** will calculate the premium using the new sums insured. For **Your** protection should the index fall below zero, **we** will not reduce the **Sum Insured**.

Section 1 – Property Damage Con't

c – Average (Underinsurance)

The **Sums Insured** by any item for **Buildings** or **Contents** are declared to be separately subject to Average. Average means that if at the time of **Damage** the **Sum Insured** for any item is less than the value of the item covered by such **Sum Insured**, the amount payable by **Us** will be proportionately reduced.

d – Contribution and Average

If at the time of **Damage** any other insurance has been effected by or on behalf of **You** covering any of the **Property Damaged**, **Our** liability under this **Section** shall be limited to **Our** rateable proportion of such **Damage**.

If such other insurance is subject to Average (Underinsurance), this **Section** if not already subject to Average shall be subject to Average in like manner.

If such other insurance is subject to any provision which excludes it from ranking concurrently with this **Section**, either in whole or in part, or from contributing rateably, **Our** liability under this **Section** shall be limited to that proportion of the **Damage** which the **Sum Insured** for this **Section** bears to the value of the **Property**.

e – Public Authorities (including undamaged property)

Subject to the Special Conditions set out below, cover for **Buildings** and **Contents** includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with building or other Regulations under or formed in pursuance of any Act of Parliament, with Bye-Laws of any Public Authority or to comply with the Stipulations of European Union legislation, in respect of:

- Lost, destroyed or damaged Property;
- Undamaged portions of such **Property** excluding:
 - a The cost incurred in complying with such Regulations, Bye-Laws or Stipulations:
 - 1 In respect of **Damage** occurring prior to the granting of this cover;
 - 2 In respect of **Damage** not covered by this **Section**;
 - 3 Under which notice has been served upon **You** before the date of the **Damage**;
 - 4 In respect of undamaged **Property** other than undamaged portions of damaged Property.
 - b The additional cost that would have been required to make good the damaged **Property** to a condition equal to its condition when new, had the necessity to comply with such Regulations, Bye-Laws or Stipulations not arisen.
 - c The amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the **Property**, by reason of compliance with any such Regulations, Bye-Laws or Stipulations.

Special Conditions applicable to e – Public Authorities

- a The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **Damage**, or within such further time as **We** may allow, and may be carried out upon another site (if such Regulations, Bye-Laws or Stipulations so necessitate), subject to there being no resulting increase in **Our** liability.
- b If **Our** liability is reduced by the application of any of the terms and conditions of this **Section** or of the **Policy** other than as a result of this clause) **Our** liability under this clause will be reduced in proportion.
- c The most **We** will pay for any one claim in respect of undamaged portions of **Property** other than foundations is 15% of the total amount for which **We** would have been liable had the **Property** been wholly destroyed.
- d All the terms and conditions of this **Section** and of the **Policy** shall apply to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause.

Section 1 – Property Damage Con't

f – Sprinkler Installation Upgrading Costs

If, following **Damage**, **We** require the upgrading of any automatic sprinkler installation in order that at the time of its reinstatement such installation will conform to Loss Prevention Council Rules current at the time of reinstatement, **We** will pay the costs incurred by **You** provided that at the time of the **Damage** the installation conformed to the 29th Edition Rules for Automatic Sprinkler Installations issued by the Loss Prevention Council at the time of the original installation but did not conform to subsequent amendments to such rules.

g – Professional Fees

The **Sums Insured** for **Buildings** include an amount in respect of Architects', Surveyors', Legal and Consulting Engineers' fees other than where an item covering such fees is specifically shown in the **Schedule**.

Cover applies only to those fees necessarily and reasonably incurred in consequence of **Damage**, in the reinstatement or repair of **Property** insured.

h – Removal of Debris Costs

The **Sums Insured** for **Buildings** and **Contents** include an amount in respect of removal of debris costs, other than where an item covering such costs is specifically shown in the **Schedule**.

Cover applies only to those costs necessarily and reasonably incurred in consequence of **Damage**, in:

- a Removing debris;
- b Dismantling and demolishing;
- c Shoring up or propping;
- d Clearing, cleaning and/or repairing drains, gutters, sewers and the like for which **You** are responsible.

We will not pay for any costs or expenses incurred in removing debris other than from the site of such **Property Damage** and the area immediately adjacent to such site arising from pollution or contamination of **Property** not insured by this **Section**.

i – Removal of Debris Costs – Tenants Contents

To the extent that they are not otherwise insured, cover includes unrecoverable costs necessarily incurred with **Our** consent, in consequence of **Damage**, in removing debris in respect of **Contents** for which **You** are not responsible, up to an amount of €5,000 any one claim.

We will not pay for any costs:

- a Incurred in removing debris other than from the site of such **Property Damage** and the area immediately adjacent to such site;
- b Arising from pollution or contamination of **Property** not covered by this **Section**.

j – Fixed Glass

Following **Damage** to fixed glass **We** will pay the cost of:

- a Any necessary temporary boarding up if broken glass pending full replacement;
- b Removing and re-fixing window fittings and other obstacles to replacing broken glass and replacing alarm foil on glass;
- c **Damage** to framework and to **Contents** caused by broken glass.

We will not pay for **Damage** :

- Existing prior to inception of this **Policy**
- To shop fronts in the **Building** and the glass therein

k – Freeholders, Lessors and Mortgagees

When the interest of any Freeholder, Lessor or Mortgagee has been noted in the **Property** covered by this **Section**, **We** agree that this **Section** shall not be invalidated by any act, omission, alteration or neglect of or by the Leaseholder, Lessee or Mortgagee unknown to or beyond the reasonable control of the Freeholder, Lessor or Mortgagee, by which the risk of **Damage** is increased, provided that the Freeholder, Lessor or Mortgagee shall give notice to **Us** (and pay an additional premium if required immediately they become aware of such act, omission, alteration or neglect.

Section 1 – Property Damage Con't

1 – Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from Insured Peril g) – Storm or Flood - is deemed to be the one claim. **You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this **Section**, provided that such **Damage** occurred prior to expiry of the **Period of Insurance**.

Conditions

In addition to general policy conditions the following apply:

1 – Excesses

The Excesses applying to each and every claim will be shown on the **Schedule**.

2 – Sprinkler Condition

In any **Building** where a sprinkler system is installed **You** must:

- a Maintain the system in efficient working order during the **Period of Insurance**;
- b Ensure that routine tests are carried out and any defects revealed are promptly remedied;
- c Obtain **Our** written consent to any proposed changes repairs or alterations to the system.

3 – Subsidence Condition

When required by **Us**, any cover under Insured Peril m) – Subsidence - shall be subject to a satisfactorily completed Supplementary Subsidence Questionnaire which will form part of the **Policy**.

4 – Felt Roof Condition

If any **Building** insured by this **Policy** has a felt roof where the mineral felt surface has not been replaced for seven years, then this roof must be inspected annually by a competent roofing contractor prior to the month of October each year and evidence of such inspection and any remedial work following such inspection should be kept and produced if requested by **Us**.

Section 2 – Loss of Rent

Definitions

Rent

The money paid or payable to **You** for the use of the **Property** and its services.

Loss of Rent

The amount by which the **Rent** during the **Indemnity Period** falls short of the **Rent** which but for the **Damage** would have been received.

Increase in Cost of Working

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the **Loss of Rent** which but for that expenditure would have taken place during the **Indemnity Period**.

Indemnity Period

The period beginning with the occurrence of **Damage** by an Insured Peril under **Section 1**, and ending no later than 24 months thereafter during which the **Buildings** shall be affected in consequence of **Damage**.

Re-letting Costs

The expenditure necessarily and reasonably incurred in consequence of **Damage** in Re-letting **Buildings**, including legal fees or other charges incurred solely in consequence of such re-letting.

Cover

As a consequence of **Damage** to the **Buildings** by an Insured Peril or operative Extension under **Section 1**, **We** will pay up to 20% of the **Buildings Sum Insured** under **Section 1** for the **Loss of Rent** if the **Buildings** become **Unoccupied** or partly **Unoccupied** and cannot be let out.

We will pay **You**, in respect of each **Building** covered, the amount of **Your** claim for **Loss of Rent**.

Notwithstanding the above, the maximum **We** will pay under this **Section** will be no more than the tenant would have paid to **You**.

EXCLUDING:

- a Any **Loss of Rent** arising from the tenants leaving the **Buildings** without giving **You** notice;
- b **Rent** the tenants have not paid;
- c **Loss of Rent** in respect of any **Buildings** that were **Unoccupied** immediately before the occurrence of the insured Peril giving rise to a claim;
- d Any letting or managing agents' share of the **Rent** unless agreed by **Us** and **You** are legally liable to pay their proportion under contract;
- e **Loss of Rent** after the **Buildings** are in a fit state to be occupied;
- f **Loss of Rent** for any period in excess of 24 months.
- g Any amounts saved during the **Indemnity Period** in respect of any of the charges and expenses of the **Business** payable out of **Rent** that may cease or be reduced.

Section 2 – Loss of Rent Con't

Extensions

Costs of Re-Letting

We will pay costs that You necessarily and reasonably incur in re-letting the **Buildings** (including legal fees) solely in consequence of **Damage**

Denial of Access

Subject to the conditions of the **Policy**, We will pay for loss resulting from interruption of or interference with the **Business** in consequence of **Damage**:

- a To **Property** in the vicinity of the **Buildings** destruction of or **Damage** to which shall prevent or hinder the use of the **Buildings** or access thereto whether the **Buildings** or **Your Property** therein shall be **Damaged** or not (but excluding **Damage** to **Property** of any supply undertaking from which You obtain electricity, gas or water or telecommunication services which prevent or hinder the supply of such services);
- b To **Property** at the premises of **Your** managing agents shall be deemed to be loss resulting from **Damage** to **Property** used by You at the **Buildings**.

Basis of Settlement Clauses

Automatic Reinstatement

In the absence of written notice by **Us** to the contrary, in consideration of **Sums Insured** or limits of liability not being reduced by the amount of the claim, You will pay the appropriate additional premium on the amount of the claim from the date of the **Damage** to expiry of the **Period of Insurance**, but this shall not apply in respect of Insured Peril k) - Theft or attempted theft.

Additional Costs

We will also pay You as indemnity in consequence of **Damage** for **Loss of Rent** including:

- a Increase in Cost of Working, and;
- b Re-letting Costs.

But We will not pay You for:

- a Increase in Cost of Working exceeding the amount of **Loss of Rent** thereby avoided;
- b Legal fees or other charges payable by any new tenant acquired in re-letting Premises in consequence of **Damage**;

Basis of Settlement Adjustments

In calculating the amounts We will pay You, adjustments shall be made in accordance with the following clauses:

a – Average

If the **Sum Insured** on **Rent** is less than the **Rent** that the tenant would have paid You, the amount payable by **Us** will be proportionately reduced

b – Rent Review

Where **Rent** is subject to a rent review during the **Period of Insurance**, the amount payable may be automatically increased, subject to a maximum **Rent** review increase of 75%. This does not include any increases in **Rent** resulting from alterations, additions, extensions or improvements to the **Buildings** insured or in respect of newly erected **Buildings**.

c – Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from Insured Peril g) of **Section 1 – Property Damage** is deemed to be one claim. You have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this **Section**, provided that such **Damage** occurred prior to expiry of the **Period of Insurance**.

d – Value Added Tax

All terms in this Section shall be exclusive of value added tax to the extent that You are accountable to the tax authorities for such tax.

e – Payment on Account

We will make payments on account during the Indemnity Period, if You so request, subject to any necessary adjustment at the end of the Indemnity Period.

Section 3 – Property Owners Liability

Definitions

Injury

- a Bodily injury, death, disease, illness, mental injury or nervous shock;
- b Invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

Employee

- a Any person under a contract of service or apprenticeship with **You**;
- b Any of the following persons whilst working for **You** in connection with the **Business**:
 - 1 Any labour master or labour only subcontractor or person supplied by him;
 - 2 Any self-employed person providing labour only;
 - 3 Any trainee or person undergoing work experience;
 - 4 Any voluntary helper;
 - 5 Any person who is borrowed by or hired to **You**.

Territorial Limits

- a Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- b Any other member country of the European Union;
- c Elsewhere in the world in respect of **Injury** or **Damage** caused by or arising from:
 - 1 Non-manual activities of any partner, director or **Employee** of **Yours** normally resident within the territories specified in a) above and occurring during any journey or temporary visit;
 - 2 **Products**.

Products

Any goods or other **Property** (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **You** in connection with the **Business** and not in **Your** charge or control.

Pollution or Contamination

- a All pollution or contamination of buildings or other structure or of water or land or the atmosphere; and
- b All **Injury** or **Damage** directly or indirectly caused by such pollution or contamination. All **Pollution or Contamination**, which arises out of or in connection with one incident, shall be deemed to have occurred at the time such incident takes place.

Offshore Installations

- a Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;
- b Any installation in the sea or tidal waters which is intended for the storage or recovery of as; c Any pipe or system of pipes in the sea or tidal waters;
- d Any installation which is intended to provide accommodation for persons who work on or from locations specified in a), b) or c) above.

Section 3 – Property Owners Liability Con't

Cover

We will indemnify **You** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental:

- a **Injury** to person;
- b **Damage** to material property;
- c Nuisance, trespass, obstruction or interference with any right of way, light, air or water.

Occurring within the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**.

Cost and Expenses

We will also pay costs and expenses incurred by **Us**, or with **Our** written consent

- a In connection with the defence of any claim;
- b For representation of **You**:
 - 1 At any coroner's inquest or fatal accident inquiry in respect of death;
 - 2 At proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury or Damage.

which may be the subject of indemnity under this **Section**.

Limit of Indemnity

- a **Our** liability for all compensation payable in respect of:
 - 1 Any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause;
 - 2 All **Injury** or **Damage** occurring during any one **Period of Insurance** and caused by and arising from **Products**;
 - 3 All **Pollution or Contamination** which is deemed to have occurred during any one Period of Insurance.Shall not exceed the Limit of Indemnity stated in the Schedule.
- b In respect of all claims against **You** made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all:
 - 1 Claimants' costs and expenses;
 - 2 Costs and expenses incurred by **Us** or with **Our** written consent in connection with the defence of such claims.
- c **Our** liability shall not exceed the Limit of Indemnity shown in the **Schedule** in respect of an act of **Terrorism**. For the purpose of this limitation the definition of **Terrorism** is:-

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. If **We** allege that by reason of this limitation any loss damage, cost or expense is not covered the burden of providing the contrary shall be upon **You**.

Extensions

1 – Indemnity to the Other Parties

If **You** so request **We** will indemnify the following parties:

- a Any officer or committee member or other member of **Your** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity;
- b Any partner, director or **Employee** of **Yours** against liability incurred in such capacity and in respect of which **You** would have been entitled to indemnity under this Section if the claim had been made against **You**; the territories specified in this Section Definition Territorial
- c Any principal for whom **You** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **You** and in respect of which **You** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **You**.

Provided that:

- 1 Each such party shall observe, fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply;
 - 2 **Our** liability to **You** and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.
-

Section 3 – Property Owners Liability Con't

2 – Joint Insured – Cross Liabilities

If more than one party is named as **You** in the **Schedule** this **Section** shall apply as though each were insured separately provided that **Our** liability to all parties indemnified shall not exceed in total the Limit of Indemnity shown in the **Schedule**.

3 – Overseas Personal Liability

The **Business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or **Employee** or family member of such partner, director or **Employee** normally resident within **Limits a**) in the course of any journey or temporary visit to any other country made in connection with the **Business**.

4 – Motor Contingent Liability

We will indemnify **You** in the terms of this **Section** against liability arising out of the use in connection with the **Business** of any vehicle not owned, provided or being driven by **You** but this **Section** does not cover liability:

- a In respect of **Damage** to such vehicle;
- b Arising out of any such use in any country outside the European Union; c Incurred by any party other than **You**;
- d Incurred by any party identified in Extension 1 – Indemnity to other Parties than an **Employee**.

For the purpose of this cover Exclusion 1 – Injury to **Employees** does not apply.

5 – Health and Safety at Work – Legal Defence Costs

Subject to the written consent and the control of **Us**, **we** shall indemnify **You** and if **You** so request, any **Employee** of **Yours** or director or partner in respect of Legal Costs incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any Applicable Legislation provided that the proceedings relate to both the health and safety and welfare of any **Employee** and an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

This Extension shall not apply to:

- a fines or penalties of any kind;
- b proceedings consequent upon any deliberate act or omission by:
 - i. the **Insured**; or
 - ii. any partner, director or **Employee** of the **Insured**; which could reasonably have been expected to constitute a breach of the Applicable Legislation having regard to the nature and circumstances of such act or omission.
- c where indemnity is provided by any other Insurance:

For the purposes of this Extension “Applicable Legislation” shall mean the Republic of Ireland Safety, Health and Welfare at Work Act 1989 and any amending and/or subsequent legislation.

6 – Data Protection

We will indemnify **You** and at **Your** request any partner, director or Employee of Yours against the sums which **You** or any director, partner or Employee of Yours become(s) legally liable to pay as compensation, under the General Data Protection Regulation, for **Damage** or distress caused in connection with the **Business** during the **Period of Insurance** provided that **You** are:

- a Registered user in accordance with the terms of the Regulation;
- b Not in business as a computer bureau.

The total amount payable including all costs and expenses under this paragraph, in respect of all claims occurring during any one **Period of Insurance**, is limited to €100,000.

Section 3 – Property Owners Liability Con't

We will not pay for:

1 Criminal, Intentional act or omission

We will not pay for any loss, damage or liability arising as a result of a criminal act, an intentional act or omission or the use of the Home for illegal activities where:

- a) Your act or omission caused the loss or damage
 - b) You abetted or colluded in the act, omission or use of the Home, or
 - c) You consented to the act, omission or use of home and knew or ought to have known that the act or omission would cause the loss or damage.
- 2 Any **Damage** or distress caused by any act of fraud or dishonesty;
 - 3 The costs and expenses of rectifying, rewriting or erasing data;
 - 4 Liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person;
 - 5 The payment of fines or penalties.

7 – The Republic of Ireland Derelict Sites Act 1990

We shall indemnify **You** against damages and claimant's costs and expenses arising out of legal liability in respect of accidental injury or accidental damage to **Property** incurred by **You** by virtue of the Republic of Ireland Derelict Sites Act 1990 in connection with premises disposed of by **You**.

This Extension will not apply to legal liability:

- a for the costs of remedying any defect or alleged defect in premises disposed of by **You**;
- b notwithstanding Condition 2 of this **Section**, whereby **Indemnity** is provided by other Insurances.

8 – Consumer Protection and Food Safety Acts – Legal Defence Costs

We will indemnify **You** and if **You** so request any partner, director or **Employee** of **Yours** in the terms of this **Section** in respect of legal costs and expenses incurred with **Our** written consent in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

- a Part 2 of the Consumer Protection Act 1987; or
- b Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990.
Committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.
Provided that **We** shall have the conduct and control of all the said proceedings and appeals.

We will not pay for:

- a Fines or penalties of any kind;
- b Proceedings or appeals in respect of any deliberate act or omission;
- c Costs or expenses insured by any other **policy**.

9 – Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee** of **Yours** is required to attend Court as a witness at **Our** request in connection with a claim which is the subject of indemnity under this **Section** We will pay compensation to **You** on the following scale for each day that attendance is required:

- a Any director or partner €625;
- b Any **Employee** €320.

10 – Contractual Liability

In respect of liability assumed by **You** by a contract or agreement entered into by **You** and which would not have attached in the absence of such contract or agreement, the indemnity provided by this **Section** shall only apply if the sole conduct and control of any claim is vested in **Us**.

Provided that **We** shall not in any event provide indemnity:

- a Under Exclusion 9) a) of this **Section** except as stated therein;
- b In respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

Section 3 – Property Owners Liability Con't

11 – Legionellas Liability

Exclusion 4) b) of this Section shall not apply to any discharge, release, or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

Provided that:

- a **We** will only indemnify **You**:
 - 1 In respect of claims arising from **Pollution or Contamination** which arise out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like first made in writing to **You** during the **Period of Insurance**; or
 - 2 If the first notification of a circumstance which has caused or is alleged to have caused **Injury or Damage** and can be reasonably expected to give rise to a claim arising from **Pollution or Contamination** which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like is notified to **You** during the **Period of Insurance** or within thirty (30) days after expiry of the same **Period of Insurance**.
- b **Our** liability under this Extension for all compensation (including interest thereon) and claimants costs' and expenses payable shall not exceed €500,000 and for all claims arising from **Pollution or Contamination** shall not exceed the Limit of Indemnity as stated in the **Schedule**.
- c This Extension shall not apply to any claim arising from **Pollution or Contamination** which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like if before the **Period of Insurance** **You** had become aware of circumstances which have given or may give rise to such **Pollution or Contamination**.

Exclusions

In addition to the general policy exclusions **We** will not pay for:

1 – Injury to Employees

Liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by **You**.

2 – Work on Offshore Installations

Liability in respect of **Injury** or **Damage** arising in connection with visiting or working on or travel to or from **Offshore Installations**.

3 – Fines, penalties, liquidated, punitive, exemplary or aggravated damages

Liability in respect of:

- a Fines, penalties or liquidated damages;
- b Punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

4 – Pollution or Contamination

Liability in respect of:

- a **Pollution or Contamination** occurring in the United States of America or Canada or any dependency or trust territory;
- b **Pollution or Contamination** occurring elsewhere unless caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

5 – Mechanically Propelled Vehicles

Liability arising out of the ownership, possession or use by or on **Your** behalf of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply:

- a While such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation);
- b In respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle, except where more specifically insured by any other Policy.

Section 3 – Property Owners Liability Con't

6 – Vessels or Craft

Liability arising out of the ownership, possession or use by **You** or on **Your** behalf of any vessel or craft designed to travel in, on or through water, air or space (other than hand-propelled watercraft).

7 – Property in Your charge or control

Liability in respect of **Damage** to any **Property** belonging to or in **Your** charge or control other than:

- a Personal effects or vehicles of any partner, director or **Employee** of or visitor to **You**;
- b Premises (and their Contents) not belonging, leased, rented or hired to **You** but temporarily in **Your** charge for the purpose of carrying out work;
- c Premises (including their fixtures and fittings) leased, rented or hired to **You** but this **Section** does not cover liability attaching to **You** solely under the terms of any tenancy or other agreement.

8 – Damage to Goods Supplied

Liability in respect of:

- a **Damage** to any goods or other property sold, supplied, delivered, installed or erected by or on **Your** behalf;
- b All costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of:
 - 1 Any such goods or property;
 - 2 Any defective work executed by **You** or on **Your** behalf. Except that 8) a) and 8) b) 1) above shall not apply to liability in respect of **Damage** to the said goods or **Property** if such **Damage** is caused by or arises from:
 - i any alteration, repair or servicing work executed;
 - ii any other goods or property sold, supplied, delivered, installed or erected by **You** under a separate contract.

9 – Products

In respect of **Injury** or **Damage** caused by or arising from **Products**:

- a Any liability which attaches to **You** solely under the terms of an agreement other than:
 - 1 Under any warranty of goods implied by law;
 - 2 Under any indemnity clause in any agreement between **You** and any independent carrier in respect of **Injury** or **Damage** caused by **Products** entrusted to such carrier for transit by road, rail or waterway.
- b Any **Product** installed or incorporated in any craft designed to travel in or through air or space and which to **Your** knowledge was intended to be installed or incorporated in any such craft.
- c Any claim made against **You** in any country outside the European Union in which **You** occupy premises or are represented by any resident **Employee** or holder of **Your** power of attorney.

10 – Advice and Design

Liability for **Injury** or **Damage** arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on **Your** behalf other than where provided or performed in connection with any **Product**.

11 – Contract Works and JCT Clause 21.2.1

Liability in respect of **Damage** to any property:

- a Comprising or to be incorporated in the contract works in respect of any contract undertaken by **You**;
- b Against which **You** are required to effect insurance under the terms of Clause 21.2.1 of the JCT (RIBA) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

12 – Manual Work

Liability arising from or as a consequence of any manual work carried out away from any premises belonging, leased, rented or hired to **You** other than delivery or collection.

13 – Slings and Cradles

Liability for **Injury** or **Damage** arising out of the operation of a sling and/or cradle.

Section 3 – Property Owners Liability Con't

14 – Computer Date Recognition

Liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether **Your** property or not, and whether occurring before, during or after the year 2000, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure:

- a Correctly to recognise any date as its true calendar date;
- b To recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as result of treating any date otherwise than its true calendar date;
- c To recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore, correctly to manipulate, interpret, calculate or process any data on or after any date.

15 – Excess

The first €100 of each and every claim in respect of **Damage** to material **Property**.

Conditions

In addition to the general **policy** conditions the following apply:

1 – Discharge of Liability

We may pay to **You** in the event of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence, except for the amount of any costs and expenses incurred prior to the date of the payment.

2 – Other Insurances

We will not indemnify **You** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or **Section** except in respect of any **Excess** beyond the amount payable under such **Policy** or **Section** or which would have been payable under such other **Policy** or **Section** had this **Section** not been effected.

Section 4 – Landlords Legal Expenses

Terms of Cover

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland

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 representatives' fees unless court proceedings are issued or a **Conflict of Interest** arises.

Claims must be reported to Us within 180 days of the **Insured Event** other than in relation to **Tenant Eviction**, where claims must be submitted within 45 days of the **Insured Event**. Notification will only be deemed to have been made upon receipt by Us of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

The insurance covers **Advisers' Costs** up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**
and
- b) The Legal Action takes place in the **Territorial Limits**.

Legal Helpline

You can use the helpline service to discuss any legal problem occurring within the Republic of Ireland and arising during the period of this policy.

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 **1890 868 000** and quote "**Prestige Underwriting – Landlord Legal Expenses**".

To maintain an accurate record **Your** telephone call may be recorded.

How to make a claim

Claims must be notified to the Claims Line within 180 days of the **Insured Event**, other than in relation to section of cover Tenant Eviction, where claims must be submitted within 45 days of the **Insured Event**.

Failure to notify the claim within this time will invalidate the insurance cover.

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

You can use the helpline service to discuss any legal problem occurring within the Republic of Ireland and arising during the period of this policy.

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.

Section 4 – Landlords Legal Expenses Con't

Claims Line

You should telephone **1890 868 000** and quote “**Prestige Underwriting – Landlords Legal Expenses**”.

A claim form will be sent out by e-mail, fax or post within 24-hours. The claim form is required to be completed and returned along with supporting documentation within five days of it being received. To maintain an accurate record, **Your** telephone call may be recorded.

Claim forms can also be obtained from:-

www.misunderwriting.com

What happens next:

The claim will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the **Tenant** and any **Guarantor**. If the Enquiry Agent is unable to reach an agreement with the **Tenant/Guarantor** to remedy his failure to perform his obligations under the **Tenancy Agreement**, **Our** panel solicitors or their agents will be appointed to act for **You**.

You or **Your** agent must give all information requested by **Us** or the **Adviser** within five days of receiving the request for that information.

You or **Your** agent must attend any court hearing if requested by the **Adviser**.

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

Section 4 – Landlords Legal Expenses – Definitions of words

The definitions below apply throughout **Your** policy. Wherever the words or phrases below appear in **bold** print in the policy they will have the meaning as defined below.

Act	The Residential Tenancies Acts 2004 or amendments thereof.
Adviser	Our panel solicitor, their agents, or other appropriately qualified person, firm or company appointed by Us to act for You .
Advisers' Costs	Reasonable legal fees incurred by the Adviser up to the hourly rate shown in Our fee scale ruling at the time the Adviser is instructed and disbursements essential to Your case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against You and paid on the standard basis of assessment.
Deposit	The sum of money collected from the Tenant in accordance with the Act in respect of a Tenancy Agreement to which it applies and held by You or Your agent as an indemnity for losses incurred by You arising from the Tenant failing to perform his obligations set out in the Tenancy Agreement . A minimum amount equal to one month's Rent must be retained as the Deposit .
Dilapidations Inventory Guarantor	A full and detailed inventory of Your contents and their condition within the Insured Property which has been signed by the Tenant . The individual or organisation assigned to the Tenancy Agreement that has received a Tenant Reference and provided a financial guarantee of the Tenant's performance of his obligations under the Tenancy Agreement .
Insured Event	<p>The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.</p> <p><u>Tax</u> In accountancy matters the Insured Event arises on the date that You or Your Professional Adviser are contacted either verbally or in writing, by the relevant department of the Revenue Commissioners advising You of either dissatisfaction with Your returns, or amounts paid, or notice of intention to investigate.</p> <p>For the purposes of the Maximum Amount Payable, only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.</p>
Insured Property	The Insured Property shown in the Insurance schedule and declared to Insurers .

Section 4 – Landlords Legal Expenses – Definitions of words Con't

Insurers	<p>This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.</p> <p>The Insurer currently intends to transfer this insurance to AmTrust International Underwriters designated activity company (registered in Ireland number 169384 at 6-8 College Green, Dublin 2, Ireland) pursuant to an insurance business transfer scheme under Part VII of the United Kingdom's Financial Services and Markets Act 2000. The Transfer is expected to take place on 31 July 2020, subject to the approval of the English High Court. The Transfer documentation and further information on the Transfer process, the Transfer date and the rights of policyholders is available at amtrustfinancial.com/amtrustinternational/legal/portfolio-transfers.</p>
Legal Action	<p>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. Defending criminal proceedings under Residential Tenancies Act 2004 or amendments thereof.</p>
Maximum Amount Payable	<p>The maximum payable in respect of an Insured Event is €50,000.</p>
Period of Insurance	<p>The Period of Insurance declared to and accepted by Us, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.</p>
RTB	<p>The Residential Tenancies Board</p>
Rent	<p>The monthly amount payable by the Tenant to You as set out in the Tenancy Agreement.</p>
Revenue Commissioners Audit	<p>An examination by the Revenue Commissioners of Your self-assessment return for income tax or capital gains tax</p>

Section 4 – Landlords Legal Expenses – Definitions of words Con't

Tenancy Agreement	<p>A Tenancy Agreement between You and the Tenant in relation to the Insured Property which falls within the scope of the Act and which had been registered with the RTB and which is:-</p> <ul style="list-style-type: none">i) Appropriate for the tenancy; andii) Compliant with the Act.iii) Where relevant, signed and independently witnessed by You, the Tenant(s) and if required as a condition of the Tenant Reference, the Guarantor; andiv) Free from any unreasonably restrictive covenants <p>The Tenancy Agreement must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months subject to compliance with the Act.</p>
Tenancy Period	<p>The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or Tenant prior to any breach of the terms of the Tenancy Agreement by the Tenant, in which case the Tenancy Period will end at expiry of such notice.</p>
Tenant	<p>The occupier of the Insured Property named in the Tenancy Agreement as the Tenant who has received a Tenant Reference confirming that he/she can, solely or jointly with another Tenant or other Tenants, afford to cover the cost of the Rent in full.</p>
Tenant Reference	<p>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.</p>
Territorial Limits	<p>The Republic of Ireland</p>
We/Us/Our	<p>MIS Underwriting Limited who administer claims under this insurance on behalf of the Insurers.</p>
You / Your	<p>The individual or organisation shown in the insurance schedule as the Policyholder and defined in the Tenancy Agreement as the 'Landlord' who has paid the premium and been declared to Insurers. If You die Your personal representatives will be covered to pursue cases covered by this insurance on behalf of You that arose prior to Your death.</p>

Section 4 – Landlords Legal Expenses – Cover

<i>What Your Policy covers:</i>	<i>What Your Policy does <u>not</u> cover:</i>
<p>a) Tenant Eviction</p> <p>You are covered for Advisers' Costs to pursue Legal Action against a Tenant or Guarantor to recover possession of the Insured Property where the Tenant is in breach of the Act relating to the rightful occupation of the Insured Property</p>	<p>a) Where You fail to provide evidence that You successfully completed a Tenant Reference on the Tenant (and Guarantor if required) prior to the start of the Tenancy Agreement or where the Tenancy Agreement started more than 31 days after the Tenant Reference</p> <p>b) Where You are in breach of any aspect of the Act</p> <p>c) Relating to cases brought to the RTB by the Tenant against You</p> <p>d) Where You have issued an invalid termination notice</p> <p>e) Arising from or connected to Your performance of Your obligations under the Tenancy Agreement, or where there are insufficient prospects of success in the Legal Action due to the terms of the Tenancy Agreement being unenforceable</p> <p>f) Arising from dilapidations unless the missing or damaged items were contained within a Dilapidations Inventory</p> <p>g) Where the Insured Property is not solely residential</p> <p>h) Where the Tenant is not aged 18 years or over</p> <p>i) Where You have allowed the Tenant into possession of the Insured Property before the Tenancy Agreement has been signed by all parties, a Tenant Reference has been obtained, the first month's Rent and the Deposit have been received in cash or cleared funds and the Dilapidations Inventory has been signed by the Tenant</p> <p>j) 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 of the Housing Rent Books Regulations 1993 as amended, or allowed the Tenancy Agreement to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with</p> <p>k) If You or Your agent gave any false or misleading information when You applied for the Tenant Reference</p> <p>l) Where the Tenant received a Tenant Reference subject to a Guarantor and the Guarantor was not correctly assigned to the Tenancy Agreement</p>

Section 4 – Landlords Legal Expenses – Cover Con't

<i>What Your Policy covers:</i>	<i>What Your Policy does <u>not</u> cover:</i>
	<ul style="list-style-type: none"> m) Where You are in breach of any rules, regulations or legislation relating to the Deposit n) In relation to dilapidations by the Tenant to the Insured Property or its contents where You have a policy of insurance that covers the dilapidations o) Relating to any occupant of the Insured Property over the age of 18, other than the Tenant p) 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 Insured Property as promptly as possible.
<p>b) Property Infringement</p> <p>Legal Action for nuisance or trespass against the person or organisation infringing rights in relation to the Insured Property. The nuisance or trespass must have commenced at least 180 days after You first purchased this insurance.</p>	<ul style="list-style-type: none"> a) Claims arising from a dispute relating to a Tenancy Agreement or any other lease or licence to occupy property or land
<p>c) Property Damage</p> <p>Advisers' Costs to pursue Your legal rights for financial compensation for damages against a person or organisation that causes physical damage to the Insured Property. The damage must have been caused after You first purchased this insurance.</p>	
<p>d) Criminal Prosecution</p> <p>You are covered for Advisers' Costs to defend enforcement proceedings brought against You in relation to the Insured Property under the Housing (Standard for Rented Houses) Regulations 2017 and later amending regulations or their equivalent within the Territorial Limits.</p> <p>You must take all reasonable steps to comply with the Regulations and keep evidence of compliance.</p>	<ul style="list-style-type: none"> a) Claims arising from something You have done, knowing it to be wrongful or ignoring that possibility

Section 4 – Landlords Legal Expenses – Cover Con't

What Your Policy covers:	What Your Policy does <u>not</u> cover:
<p>e) Tax Disputes</p> <p>Advisers' Costs incurred by You and arising directly from Revenue Commissioners Audits subject to the following conditions.</p> <ul style="list-style-type: none"> a) You must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to the Revenue Commissioners and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable. b) You must contact the Legal Helpline as soon as possible after the Insured Event and comply with the advice given. c) You or Your Adviser should notify Us as soon as possible if You receive any invitation by the Revenue Commissioners to make an offer in settlement. d) In respect of Revenue Commissioners Audits, Your Adviser must provide to Us a copy of the Revenue Commissioners' notice of audit and a copy of the return giving rise to the enquiry. 	<ul style="list-style-type: none"> a) Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with the Investigation and Prosecution Division of Revenue Commissioners. b) Where deliberate miss-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities with intent to deceive c) Where You have failed to give Your business status to the relevant authorities within a statutory period or where You have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements d) Which originate from any enquiry, investigation or dispute which existed before the first Period of Insurance e) Involving tax avoidance schemes <p>Advisers' Costs:-</p> <ul style="list-style-type: none"> a) Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with Your affairs b) Incurred in correcting any deficiencies in books, records, accounts or returns including the costs of repairing a return c) Arising after You receive a notice telling You that the audit has been completed.

Section 4 – Landlords Legal Expenses – General Conditions

You must comply with these conditions to have the full protection of Your cover. If You do not comply with these conditions Your claim may be rejected or not fully paid.

1. Cancellation

This cover is provided automatically as part of Your main insurance contract and cannot be cancelled in isolation. For details on how to cancel Your main insurance contract please contact Your insurance Adviser.

We may cancel the insurance by giving 14 days' notice in writing to You at the address shown on the schedule, or alternative address provided by You. No refund of premium shall be made. This right to cancel will only be invoked in exceptional circumstances as a result of You behaving inappropriately, for example:

- a) Where We have a reasonable suspicion of fraud
- b) You use threatening or abusive behaviour or language or intimidation or bullying of Our staff or suppliers
- c) Where it is found that You, deliberately or recklessly, disclosed false information or failed to disclose important information

2. Claims

- a) You must report claims as soon as possible within 180 days of the Insured Event other than in relation to section of cover Tenant Eviction where claims must be submitted within 45 days of the Insured Event, by completing and submitting the claim form with all relevant information.
- b) If Rent is overdue the Tenant and any Guarantor must be contacted within seven days to establish the reason for the default. If the Rent is not paid within a further seven days the Tenant and any Guarantor must be contacted again. If the Tenant/Guarantor cannot be contacted, 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 Insured Property. 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 Insured Property 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 Insured Property.
- e) You and/or Your agent must attend any court hearing in relation to an Insured Event if requested to do so by Us or the Adviser. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.
- f) We may investigate the claim and take over and conduct the Legal Action in Your name. Subject to Your consent which shall not be unreasonably withheld We may reach a settlement of the Legal Action.
- g) We, on behalf of Insurers have the right under subrogation to pursue Legal Action against the Tenant or any Guarantor to recover Rent and Advisers' Costs.
- h) You must supply at Your own expense all of the information which We reasonably require to decide whether a claim may be accepted. If court proceedings are required and You wish to nominate an alternative Adviser to act for You, You may do so. The Adviser must represent You in accordance with Our standard conditions of appointment available on request.
- i) The Adviser will:-
 - i) Provide a detailed view of Your prospects of success including the prospects of enforcing any judgment obtained.

Section 4 – Landlords Legal Expenses – General Conditions Con't

- ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) Keep **Us** regularly advised of **Advisers' Costs** incurred.
 - iv) Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) Attempt recovery of costs from third parties.
- j) In the event of a dispute arising as to **Advisers' Costs**, **We** may require **You** to change **Adviser**.
 - k) **Insurers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
 - l) **You** shall supply all information requested by the **Adviser** and **Us**.
 - m) **You** are liable for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.
 - n) Any monies recovered from the **Tenant** or **Guarantor** will be retained by **Us** to pay for any **Advisers' Costs** or **Rent** that has been paid by **Insurers** under this insurance.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

3. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by the Financial Services and Pensions Ombudsman (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Bar Council of Ireland may be asked to make a nomination of a barrister with suitable experience in insurance law. The arbitration will be binding and carried out under the Arbitration Act 2010 as amended. The costs of the arbitration will be at the discretion of the arbitrator.

5. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

Section 4 – Landlords Legal Expenses – General Conditions Con't

6. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

7. Laws of the Republic of Ireland

This contract is governed by the laws of the Republic of Ireland

8. Language

The language for contractual terms and communication will be English.

9. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

10. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

General Exclusions

There is no cover:-

- a) Where the **Insured Event** occurs within the first 90 days of the **Period of Insurance** for claims for Tenancy Eviction, where the **Tenancy Agreement** commenced before the **Period of Insurance**, and within 180 days for claims for Property Infringement, unless **You** had continuous previous insurance
- b) Where **Your** act, omission or delay prejudices **Your** or the **Insurers** position in connection with the **Legal Action** or prolongs the length of the claim
- c) Arising from a dispute between **You** and **Your** agent or mortgage lender
- d) Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance
- e) Where **You** should reasonably have realised when purchasing or renewing this insurance that a claim under this insurance might occur
- f) Where **You** have breached a condition of this insurance
- g) Where **Advisers' Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval

Section 4 – Landlords Legal Expenses – General Exclusions Con't

- h) For any claim which is not submitted to **Us** within 180 days of the **Insured Event** occurring other than in relation to section of cover **Tenant Eviction** where claims must be submitted within 45 days of the **Insured Event**
- i) For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- j) For damages, interest, fines or costs awarded in criminal courts
- k) Where **You** have other legal expenses insurance cover
- l) For claims made by or against Prestige Insurance Services, the **Insurers**, the **Adviser** or **Us**
- m) For appeals without the prior written consent of **Us**
- n) 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**
- o) Where a reasonable estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute
- p) Where **You** commit, or are alleged to have committed, a criminal offence, or **You** are liable to a civil penalty unless this policy expressly covers **You** in the event of such offence or penalty.

2. There is no cover for any claim arising from:-

- a) Any disputes relating to a **Rent** review referred to the **RTB**
- b) Works undertaken or to be undertaken by or under the order of any government or public or local authority
- c) Planning law
- d) The construction of or structural alteration to buildings
- e) Defamation or malicious falsehood
- f) Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation
- g) Any venture for gain or business project of **Yours** other than in relation to **Your** activities as a Landlord
- h) A dispute between persons insured under this policy
- i) An application for Judicial Review
- j) An appeal from the **RTB** on a point of law to the High Court.
- k) A novel point of law

3. Privity of Contract

Subject to the extent that section 62 of the Civil Liability Act 1961 applies, a person who is not a party to this contract has no rights under it to enforce any term of this contract.

Section 4 – Landlords Legal Expenses – Privacy and Data Protection Notice

Data Protection MIS Underwriting

Who we are

In this notice, 'We', 'Us' and 'Our' refers to MIS Underwriting Ltd. For full information concerning MIS Underwriting Ltd please visit www.misunderwriting.com We may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

Our approach to Privacy

The privacy and security of Your personal information is very important to Us. We protect Your information with security measures under the laws that apply. We keep Our computers, files and buildings secure.

The information You provide MIS Underwriting Ltd

We may receive personal information about You, when You contact MIS Underwriting Ltd for example by doing either of the following:

- Reporting an incident involving Your Home
- Reporting an incident involving Your Vehicle

This Information may include:

- Basic personal information such as Your name, address, email address, telephone number, date of birth or age, gender and marital status, Your car, Your home, Your household or Your travel arrangements
- Information about Your other policies, Claims history, Claims data
- Sensitive personal information such as criminal convictions, motoring offences and about Your health (current state of health or existing conditions)

Personal information (including details of injuries) may be recorded on claims registers i.e Insurance Link, and shared with other insurers. We may search this register to detect and prevent fraud. For further information on Insurance Link <http://inslink.ie/>

How your data is used and shared by Insurers and Databases in relation to insurance

The data You provide will be used by Us and shared with other insurers as well as certain statutory and other authorised bodies

Security

We are committed to protecting the confidentiality and security of the information that You provide to Us and We put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure of loss of Your information.

Insurance Administration

Your information may be used for the purposes of insurance administration by the Insurer, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the Insurers compliance with regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. Information may also be shared with other insurers either directly or via those acting for the Insurers, such as Investigators or Loss Adjusters.

Update your information, request to erase your data, subject access request

If You wish to contact Us regarding this notice You can contact Us at:

- Data Protection Officer,
14a Jocelyn Street,
Dundalk,
Co Louth,
A91 XNY2

Telephone: 01 872 0179. Email – underwriting@misgroup.online – Please put Your request in the subject line.

How to find what information we hold about you

You have the right to request a copy of all the personal information We hold about You in a Subject access request or to have their data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this simply write to Us at the address above or contact Us via email.

Complaints

You have the right to complaint about how We treat Your Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at <https://www.dataprotection.ie/en/contact/how-contact-us>. We are only allowed to keep Your information if We need it for the reasons outlined above. We will keep it in line with the industry, regulatory and contractual requirements

Section 4 – Landlords Legal Expenses – Making a Complaint

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly. If **You** are unhappy with the service that has been provided **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within 20 working days **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within 40 working days **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **You** are not satisfied with the delay **You** may refer **Your** complaint to the Financial Services and Pensions Ombudsman. **You** can also refer to the Financial Services and Pensions Ombudsman if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree. For details and eligibility on the Financial Services and Pensions Ombudsman, see www.fspo.ie

Our contact details are:

MIS Underwriting Limited
14a Jocelyn Street
Dundalk
Co Louth
A91 XNY2
Tel: 01 872 0179
Email: underwriting@misgroup.online

The Financial Services and Pensions Ombudsman contact details are:-

The Financial Services and Pensions Ombudsman
Lincoln House,
Lincoln Pl,
Dublin 2,
D02 VH29
Call: +353 1 567 7000
Email: info@fspo.ie
Website: www.fspo.ie; or
Insurance Ireland on (01) 676 1820

Landlords Legal Expenses – Authorisation

MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European Union (Insurance Distribution) Regulations, 2018 (IDR) in respect of General Insurance, registration no: C190040.

You can check **Our** status on the insurance distribution register by clicking here: <http://registers.centralbank.ie/>

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland

Section 5 – Home Emergency Assistance

This policy provides **You** with cover for an **Authorised Contractor** to undertake **Emergency Repairs** to secure the **Property** in an attempt to prevent further damage or loss occurring.

If **You** experience an **Emergency** within **Your** home please telephone 0818000444 available to **You** 24 Hours a day, 365 days a year. In the event of a **Catastrophe** event taking place, service times may be affected due to surges in demand and ability to provide **Emergency Repairs** may be restricted due to inaccessible/dangerous conditions.

The cover provided within this Home Emergency Assistance Policy is underwritten by MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland

This is an important document - please read it carefully and keep it in a safe place, as it outlines the details of **Your** Home Emergency Assistance cover.

Definitions of words

The definitions below apply throughout **Your Policy**.

Wherever the words or phrases below appear in **bold** print in the **Policy** they will have the meaning as defined below.

Authorised Contractor – A tradesperson authorised in advance by **Us** to carry out repairs, who is contracted by **Us**.

Breakdown – A sudden and unforeseen mechanical or electrical malfunction which results in the unit or system no longer working.

Call Out Charges – The approved contractor labour charges and repair materials up to the **Limits of Cover** in the policy.

Catastrophe – A sudden and violent event that brings about great loss or destruction, i.e. natural disasters and/or severe weather conditions.

Claim – Any request for **Emergency** assistance, which **You** make under this policy.

Emergency – An **Emergency** is defined as an unforeseen or sudden occurrence which results in damage to **Your** domestic **Property** demanding immediate action to: (a) render the **Property** safe and/or (b) secure the building against further loss or damage.

Emergency Repairs – Work undertaken by an **Authorised Contractor** to resolve the **Emergency** by completing a **Temporary Repair** or, where possible within the **Limits of Cover**, a permanent repair.

Insurer – The Underwriter of this policy; namely MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. MAPFRE ASSISTANCE Agency Ireland having its registered office at Ireland Assist House, 22-26 Prospect Hill, Galway, Ireland. (Reg No 903874)

Limits of Cover – The maximum amount payable towards the cost of the assistance.

Period of Insurance – The period of cover specified in **Your** home insurance schedule.

Property – The place of residence named in the home insurance schedule, comprising private dwelling and attached garage used for domestic purposes in the Republic of Ireland but excludes outbuildings and unattached garages. This can include private residence, let residential **Property** or holiday home.

Temporary Repair – A repair that will resolve an **Emergency** but will need to be replaced by a permanent repair.

We/Us/Our – MAPFRE ASSISTANCE Agency Ireland, its representatives and **Authorised Contractors**.

You/Your – The person(s) who has benefit of this policy.

Section 5 – Home Emergency Assistance - Policy Cover

We undertake to provide an **Authorised Contractor** to undertake **Emergency Repairs** to secure the **Property** in an attempt to prevent further damage or loss occurring.

In the event of a **Catastrophe** event taking place, service times may be affected due to surges in demand and ability to provide **Emergency Repairs** may be restricted due to inaccessible/dangerous conditions.

Section 5 – Home Emergency Assistance – Cover

We will provide assistance for an Emergency relating to:	What Your Policy does not cover:
<p>a) Plumbing and Drainage The sudden or unexpected Breakdown of, or damage to, the plumbing and drainage system which will result in internal liquid damage to Your Property. This includes leaking pipes, blocked drains, water tanks, blockages in toilet waste pipes or leaking radiators.</p>	<p>a) more than €300.00 per Claim</p> <p>b) more than four assistances per Period of Insurance per policy.</p>
<p>b) Electrical Supply The sudden, unexpected Breakdown of the electricity supply (or one phase thereof) within Your Property.</p>	
<p>c) Security and Glazing The sudden or unexpected failure of, or damage caused to external locks, doors or windows only which has rendered Your Property insecure, including theft or loss of keys and/or broken external window glass.</p>	
<p>d) Roofing Damage to the roof of Your Property necessitating repair.</p>	
<p>e) Primary Heating System The complete failure or Breakdown of either the heating and/or hot water supply provided by the primary heating system in the Property.</p>	

Section 5 – Home Emergency Assistance – Additional Cover

Where We have carried out Emergency Repair , We will provide (if necessary):	What Your Policy does not cover:
<p>a) Alternative Accommodation If Your Property is deemed uninhabitable, We will provide overnight accommodation for 4 people, at an establishment of Your choice.</p>	<p>a) when an Emergency Repair has not been carried out b) more than €50 per person or €200 per incident.</p>
<p>b) Furniture Storage If Your Property is deemed uninhabitable, and it is necessary to remove household furniture for security reasons, We will provide 7 days storage for Your furniture and transport to and from the security storage location up to a distance of 50km from Your home</p>	<p>a) more than €200 per incident</p>
<p>c) Urgent Message Relay When an Emergency occurs within Your Property, We will relay two urgent messages to a family member at home or abroad</p>	<p>a) more than two messages per incident</p>
<p>d) Essential Information If You need the telephone number of an essential service urgently, simply call the number above and We will provide the telephone number for the Hospital, Garda Station, Fire Brigade, 24 Hour Pharmacy or Transport Company.</p>	

Section 5 – Home Emergency Assistance – General Conditions

The following conditions, which apply to the **Policy** as a whole, describe **Your** responsibilities, general information and the procedures that apply in certain circumstances. Failure to adhere to these conditions could make the **Policy** invalid or mean **We** may refuse to pay **Your Claim**:

- **You** must disclose to **Us** all facts or changes which might affect **Our** decision in accepting or declining to cover **Your** risk, even if these facts or changes have occurred since the **Policy** was inception/renewed.
- **You** must take reasonable precautions to protect and maintain **Your Property** and the services within it, keeping it in a good state of repair.
- If at the time of any **Claim**, another policy covers the incident, **We** will only pay **Our** rateable proportion regardless of what terms & conditions may apply to the other policy.
- It is a condition precedent to liability of the **Insurer** in respect of any **Property** which is Unoccupied for more than 60 consecutive days, that:
 - mains services are switched off and the water system is drained whenever the Buildings are vacated (unless electricity is needed to maintain any fire or intruder alarm system in operation)
 - a responsible person is to be appointed to supervise and check the **Property** in line with any conditions in **Your** buildings and/or Contents policy. These will be found on **Your** policy schedule.
 - accumulations of combustible materials such as junk mail are removed during inspection
 - the **Property** is secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms in operation
- Whilst **We** will consider **Your** wishes at all times, the service is provided at **Our** discretion and it might be necessary to provide an alternative means of assistance in certain circumstances.
- If **We** choose to set aside an exclusion, term or condition of this policy in order to accept a **Claim**, this will not prevent **Us** from relying on that exclusion, term or condition in the event of a future **Claim**.

Section 5 – Home Emergency Assistance – General Exclusions

This **Policy** does not cover any **Claim** arising out of any of the following:

- Issues outside the **Property**, namely sheds, unconnected garages and other outbuildings
- Primary Heating Systems which have not been maintained in line with manufacturers specifications
- Issues within the **Property** which existed prior to inception of this policy
- Costs or Actions necessary to remediate the **Property** over the Limit of Cover
- The cost of any work, which was carried out without **Our** approval, including any cost relating to the attempted repair by **You** or **Your** own contractor
- When the work necessary for repair needs to be carried out in Inaccessible/Dangerous Conditions, i.e. roofing during gale force winds, internal spaces of height without suitable guard rails etc
- Any parts not supplied or chosen by **Us**. **Our Authorised Contractor** may still carry out the work using these parts but no liability will rest with **Us** as a result of a subsequent failure of these parts
- Normal day to day maintenance which should be carried out by **You** in **Your Property**
- Replacement of items within the **Property** which is necessitated as a result of normal wear and tear
- Any loss arising from subsidence, heave of the site or landslip
- Any loss or Damage arising as a consequence of:
 - War, terrorism, hostilities, civil unrest, act of foreign enemies or similar causes
 - Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste
 - Fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes
- Loss as a result of disconnection or interruption of public utilities services to **Your Property** which is not unique to **Your Property**
- Any investigative work, such as trace and access, which is required to solve the overall problem once the **Emergency Repairs** have been carried out
- Any incidents where the root cause of the problem emanates from a communal area that **You** do not have sole responsibility for

Territorial Limits

Cover under this policy is restricted to properties located within the Republic of Ireland

Jurisdictional clause

At all times, this agreement shall be governed by Irish law

Section 5 – Home Emergency Assistance – Claim Conditions

Making a Claim

Before requesting assistance and making a **Claim**, please check that the circumstances are covered by this Policy.

If **You** experience an **Emergency** at **Your Property** please telephone the **Emergency** helpline number quoting the following:

- **Property** address
- **Your** home telephone number
- **Your** policy number
- a description of the problem
- a telephone number where **You** can be contacted

We will then aim to arrange a suitable **Authorised Contractor** to visit **Your Property**, as agreed with **You** and the **Authorised Contractor**, to make an **Emergency** repair.

WARNING: **You** should contact **Your** supply company and/or the public **Emergency** services immediately if **You** have a major **Emergency** that puts someone in danger, which could result in personal injury or in serious damage to **Property**, such as a gas leak or a fire.

Disputed Claims

If **You** are unhappy with a decision **We** have made **You** have the right to appeal. **You** must do this within 90 days of the Claim decision. If **You** would like to appeal, please write to: Customer Care Department, MAPFRE ASSISTANCE Agency Ireland, Ireland Assist House, 22-26 Prospect Hill, Galway, Ireland.

Complaints

For Complaints relating to the service received as a result of a Home Emergency Assistance **Claim**, **You** should telephone the Home Emergency Assistance Helpline on 0818000444 and ask for a supervisor or write to the Customer Service Department, quoting the nature of **Your** complaint to MAPFRE ASSISTANCE Agency Ireland, Ireland Assist House, 22-26 Prospect Hill, Galway, Ireland and **We** undertake to respond to **You** within five working days of receipt of **Your** letter. If **We** have not replied to **Your** complaint by then, **We** will send **You** an acknowledgement letter to keep **You** informed of progress. If the matter remains unresolved, **You** may contact

(a) The Financial Services and Pensions Ombudsman Bureau,
3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29
Tel: (01) 567 7000
Fax: 01 662 0890
Email: info@fspo.ie
Website: www.fspo.ie

OR

(b) InsuranceIreland's InsuranceInformationService,
5 Harbourmaster Place, IFSC, Dublin 1
Telephone 01 676 1820
Fax: 01 676 1943
Email: feedback@insuranceireland.eu Website: www.insuranceireland.eu
Following this procedure does not affect Your legal rights.

Section 5 – Home Emergency Assistance – Privacy & Data Protection Notice

We need to obtain personal information from **You** to provide You with the policy of insurance.

We use **Your** personal information in the following ways:

- to provide **You** with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to **Our** agents who provide services on **Your** behalf under the terms of the policy;
- to confirm, maintain, update and improve our customer records;
- to analyse and develop **Our** relationship with **You**;
- to help in processing any applications **You** may make;
- to identify and market products and services that may be of interest to **You**, (subject to **Your** prior consent);
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by **Us** and/or any sectorial organisation in Europe.

We may share **Your** details with other companies within the MAPFRE group to support the administration of **Your** policy. We deal with third parties that **We** trust to treat **Our** customers' personal information with the same stringent controls that **We** apply ourselves.

Information which **You** supply to **Us** in connection with this policy will be held on **Our** computer records and stored according to the GDPR. **We** will not keep **Your** personal information for longer than necessary.

You are entitled on request to receive a copy of the personal information **We** hold about **You**. This will be information that **You** have given to **Us** during **Your** policy. If **You** would like a copy of **Your** information, please contact **Our** Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA Telephone: +44 (0) 1179 308926 Email: dpo@mapfre.co.uk

Under the GDPR **You** also have the below rights in relation to **Your** personal data;

- Request correction/rectification of **Your** personal data.
- Request erasure of **Your** personal data, a right to be forgotten.
- Object to processing of **Your** personal data.
- Request restriction of processing **Your** personal data.
- Request transfer of **Your** personal data.
- Right to withdraw consent.

If **You** require more information in relation to how **We** process data and **Your** rights please contact **Us** at the address above.

Section 5 – Home Emergency Assistance – Privacy & Data Con't

We keep records of any transactions **You** enter with **Us** or **Our** partner companies for six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with **Our** legal and regulatory requirements. **We** may keep other personal information about **You** if it is necessary for **Us** to do so to comply with the law.

To assist with fraud prevention and detection **We** may:

- share information about **You** across our group, with other insurers and, where **We** are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies;
- pass **Your** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers;
- check **Your** details with fraud prevention agencies and, if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this with the fraud prevention agency and other organisations who may also use and search these records to:
 - a) help make decisions about credit and credit related services for **You** and members of **Your** household;
 - b) help make decisions on motor, household, credit, life and other insurance proposals and claims for **You** and members of **Your** household;
 - c) trace debtors, recover debt, prevent fraud and to manage **Your** insurance policies;
 - d) check **Your** identity to prevent money laundering, unless **You** provide **Us** with other satisfactory proof of identity;
 - e) undertake credit searches and additional fraud searches.

Under the GDPR, the MAPFRE group can only discuss **Your** personal information with **You**. If **You** would like anyone else to act on **Your** behalf, please contact **Us**. **You** can do this by contacting **Our** Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

Cancellation

The **Insured** has a right to cancel cover and to receive a full refund of premium under this policy provided no claims are known or reported by giving written notice of cancellation within 14 days from the start date to MAPFRE ASSISTANCE Agency Ireland, Ireland Assist House, 22-26 Prospect Hill, Galway, Ireland, enclosing the certificate and terms and Conditions. Unless the Insured exercises this right to cancel within the above period, the **Insured** shall not thereafter be entitled to any refund of premium.

Insurance Act 1936

All monies which become or may become payable by **Us** to **You** under this policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

Signed on behalf of the Company



Craig Senior
General Manager

By Authority of the Board

Conditions

In addition to the general **policy** conditions the following apply:

1 – Discharge of Liability

We may pay to **You** in the event of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence, except for the amount of any costs and expenses incurred prior to the date of the payment.

2 – Other Insurances

We will not indemnify **You** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or **Section** except in respect of any **Excess** beyond the amount payable under such **Policy** or **Section** or which would have been payable under such other **Policy** or **Section** had this **Section** not been effected.

General Policy Conditions

You must keep to the terms and conditions of this **Policy**. Failure to do so may invalidate **Your** claim.

1 – Cancellation

• Statutory Cancellation Rights

You have the right to cancel this **Policy** by writing to **Us** within 14 days of receipt of the **Policy** documents for new business or, in the case of renewals, within 14 days of the renewal date. There will be no refund of premium in the event that **You** make a claim during the period on cover, however, in all other cases **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**. In the event where there has been a claim, if **You** are paying by instalments **You** will either have to continue with the agreed instalment payments until the **Policy** renewal date, or **We** may, at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

• Cancellation Outside the Statutory Period

You may cancel this **Policy** at any time by providing written notice to **Your** Broker or Agent. Providing **You** have not incurred any eligible claims during the period of cover, **We** will retain an amount of premium in proportion to the time **you** have been on cover and refund the balance to **You**. If **You** cancel this **Policy** and are paying by instalments, **Your** instalment payments will cease unless **You** have incurred any eligible claims during the period of cover, in which case **You** will either have to continue with the instalment payments until the **Policy** renewal date or **We** may, at **Our** discretion, deduct the outstanding instalment payments due from any claims payment made.

• Our Right to Cancel

We have the right to cancel **Your Policy** at any time by giving **You** fourteen days' notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the most recent address **We** have for **You** and will set out the reason(s) for cancellation in **Our** letter. Valid reasons for cancellation may include, but are not limited to :

- Where **You** fail to pay the agreed premium or, if paying the premium by instalments, **You** fail to pay any of the agreed instalments; or
- Where **You** fail to notify **Us** as soon as possible of a change in **Your** circumstances which may affect this insurance; or
- Where there is a change in **Your** circumstances which no longer meets **Our** underwriting criteria; or
- Where **You** fail to ensure the sums insured are adequate to represent the full value of the property insured in accordance with the General Conditions contained in this Policy Wording; or
- Where **You** or **Your Family** fail to take all reasonable precautions to avoid injury, loss or damage or fail to take all practicable steps to safeguard **Your** property insured under this Policy from loss or damage; or
- Where **You** fail to tell **Us** about any conversions, extensions or other structural work to the **Buildings** prior to commencement in accordance with the General Conditions contained in this Policy Wording; or
- Where **We** reasonably suspect fraud; or

Where **You** are required by the terms of **Your Policy** to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests.

General Policy Conditions Con't

2 – Changes in circumstances.

You must immediately tell **Us** about any change in **Your** circumstances. In particular **You** must tell **Us** if there is a change to:

- a The address of the **Property** insured;
- b The use of the **Building** (including if the **Property** becomes **Unoccupied**); or
- c The structure of the **Building**.
You must tell **Us** if, at any time, the:
- d Total cost of rebuilding the **Building**; or
- e Total cost of replacing the **Contents**; is greater than the **Sum Insured**.

Failure to notify **Us** of a change as listed above could result in **Your Policy** being cancelled, a claim not being paid, or a claim payment being reduced.

3 – Unoccupied Properties

If the **Buildings** become **Unoccupied** during the **Period of Insurance** or are **Unoccupied** at the start of this insurance, the following will apply:

We will cover **You** for **Damage** to the **Buildings** only, whilst **You** are waiting for a tenant to move in or whilst the **Building** is undergoing **Renovation**, for a maximum of 60 consecutive days starting from the day the last **Tenant** moved out, provided that:

- a **You** or **Your** agents inspect the **Buildings** internally and externally at least every 7 days;
- b The water, gas and electricity supplies are turned off at the mains and the water system drained except where required to be maintained for central heating and the thermostat set to a minimum temperature of 15 degrees Centigrade (59 degrees Fahrenheit);
- c The **Buildings** be kept secured by:
 - 1 The use of mortice deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters;
 - 2 The use of window locks – where locks are not fitted, windows must be screwed shut;
 - 3 Repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry;
 - 4 Sealing all letterboxes or fitting a stout steel cage internally.
- d The **Buildings** and all yards and areas surrounding the **Buildings** are kept free from fuel and all combustible materials. **You** must keep a record of all inspections, **We** must be able to inspect **Your** records at any time.
- e If the **Buildings** are broken into or vandalised, **You** must immediately:
 - 1 Follow the claims procedure set out in this **Policy**; and
 - 2 Keep a record of any necessary work and inspections **We** must be able to inspect **Your** records at any time.

Whilst the **Buildings** are **Unoccupied**, **We** will not cover **Damage**:

- a Arising from Insured Perils h, i, j, k and n ;
- b Arising from Cover Extension 1 to **Section 1 – Accidental Damage**; c To **Contents**.

4 – Maintenance and safety requirements

- a All gas and electrical appliances and installations must be inspected as required by the appropriate Legislation. Records of all inspections/work including repairs, replacement, maintenance and servicing undertaken and the appropriate documentation/certificate issued must be kept by **You** or a responsible person acting on **Your** behalf. **We** must be able to inspect these records upon request;
- b All upholstered furniture must satisfy all requirements of The Furniture and Furnishings (Fire) (Safety) Regulations and any Amendments thereto.
- c **You** must give **Your** tenants all relevant instruction manuals.

General Policy Conditions Con't

5 – Reasonable care.

You shall take all reasonable care:

- a To prevent accident and any **Injury** or **Damage**;
- b To observe and comply with statutory or local authority laws, obligations and requirements;
- c In the selection and supervision of **Employees**;
- d To maintain the **Property** Insured used in connection with the **Business** in efficient and safe working order;
- e To make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

6 – Personal representatives.

If You die, Your personal representatives will have the benefit of this **Policy** for the rest of the current **Period of Insurance** as long as: they tell Us, as soon as possible, about Your death; and they keep to all terms and conditions of this **Policy**.

7 – Fraud.

If You or anyone acting on Your behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this **Policy** shall be void and You will forfeit all rights under the **Policy**. In such circumstances, We retain the right to keep the premium and to recover any sums paid by way of benefit under the **Policy**.

8 – Governing law.

Unless otherwise agreed by Us and You, this contract shall be subject to and constructed solely in accordance with Irish Law.

9 – Subrogation

Before or after We make a claim payment under Your **Policy**, You or a member of Your household shall at Our request take all reasonable steps needed to enforce Your rights against any other, person, including the defence or settlement of a claim or the pursuit of a claim in any person's name, unless excluded by law.

10 – Discharge of Liability

We may absolve ourselves from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified **Sum Insured** or Limit of Liability in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum **Sum Insured** or limit of liability for any one **Period of Insurance** whichever is the less, together with the amount of any costs and expenses to the date of such payment.

11 – Other Insurances

If at the time of any **Damage** there is any other insurance covering such **Damage**, We will only pay Our rateable proportion of such loss.

12 – Administration Fee

We will charge an administration / cancellation fee of €25 for every alteration to the **Policy** made by You except for circumstances connected with the death of policyholder, or failure to renew or notification of changed bank details.

13 – Non Invalidation Clause

The insurance under this **Policy** shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to or beyond Your control, provided that You shall give notice to Us as soon as reasonably practicable after such act or omission or alteration comes to Your notice and shall pay any additional premium required by Us.

14 – Subrogation Waiver

We agree to waive any rights to which We may become entitled against any tenant of the **Property** insured unless:

- a **Damage** has been occasioned, or contributed to, by the fraudulent or criminal or malicious act of such a tenant;
- b **Damage** has occurred to parts of the premises not leased or rented by such tenants, other than common areas, the use of which is available to tenants.

15 – Policy Fee

We reserve the right to apply a fee to Your **Policy** add retain this upon cancellation.

16 – Rights of third parties

No third party shall have any rights under this **Policy** or the right to enforce any part of it unless provided for by law or expressly stated in this **Policy**.

General Policy Exclusions

The following Exclusions are applicable unless stated to the contrary in any **Section**. **We** will not cover -

1 - Terrorism

a Despite any other condition in this insurance or any endorsement that may apply, **We** will not be liable for Damage, Loss of Rent, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following:

- 1 Riot, revolution or any similar event.
- 2 Any government, public or local authority legally taking or destroying **Your** property.
- 3 Any act of Terrorism.

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

We allege that by reason of this limitation any Damage, Loss of Rent cost or expense is not covered the burden of providing the contrary shall be upon **You**.

2 - Territorial Limits

Damage, Injury or liability arising out of any occurrence outside Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated to the contrary.

3 - Existing Damage and Deliberate Damage

- a Any **Damage** occurring before the start of this **Policy**;
- b Any **Damage** deliberately caused by **You** or anyone working on **Your** behalf.

4 - Use of the Buildings

- a Any **Damage** caused by cooking in rooms other than rooms that are fitted and designed as kitchens;
- b Any **Damage** caused by any heating appliance other than ducted warm air or water filled radiators, directly fired fixed heating system, electric wall mounted or storage heater, together with domestic electric fan heaters.
- c Costs for keeping to any requirements or regulations **You** knew of before the **Damage occurred**.

5 - Loss of value and consequential loss

- a Loss of value of the **Buildings, Contents** or any other **Property** insured;
- b Consequential loss of any kind or description unless otherwise insured under **Section 2 - Loss of Rent**.

6 - Wear and Tear

Any **Damage** caused by wear and tear or any gradually operating cause.

7 - Domestic Pets, insects or vermin

Any **Damage** caused by domestic pets or by insects or vermin.

8 - Property not covered

Damage or **Injury** to a Living creatures;

- a Motorised vehicles, trailers, caravans, or spare parts and accessories in or on any of them;
- b **Property** more specifically insured by any other **policy**;
- c Shop fronts in the **Buildings** and the glass therein;
- d Any claim for non-business **Contents** in the non-domestic part of the **Buildings**;
- e Plants trees and shrubs in the garden unless otherwise specifically stated in the **Policy**.

9 - Radioactive contamination

Damage or legal liability directly or indirectly caused by:

- a Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning of nuclear fuel;
- b The radioactive, poisonous explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

10 - Confiscated Property

Property being confiscated or detained by any government or public or local authority.

11 - Sonic bangs

Damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

General Policy Exclusions Con't

12 – War risks (not applicable to Section 3 – Employers Liability)

Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

13 – Change in Water Table

Damage attributable solely to changes in the water table level.

14 – E-Risks

- a **Damage** to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
- 1 Programming or operator error whether by **You** or any other person;
 - 2 **Virus or Similar Mechanism** (as defined below);
 - 3 **Hacking** (as defined below);
 - 4 Malicious persons;
 - 5 Failure of external networks unless in respect of 1), 2), 3) above, such **Damage** results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion.
- b Any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of **Damage** described in paragraph a) of this Exclusion unless, in respect of a) 1), 2) or 3) above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion;
- c **Damage** to any property other than Computer Equipment where it arises directly or indirectly out of **Damage** to any Computer Equipment of the type described in paragraph a) of this Exclusion unless, in respect of **Damage** to other property arising from a) 1), 2) and 3) above, resulting from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion;
- d **Damage** either to Computer Equipment or any other **Property** where it consists of or arises directly or indirectly out of:
- 1 The erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons;
 - 2 The erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d) 1) above;
 - 3 Any misrepresentation, use or misuse of information on computer systems or other records, programs or software.
- Unless, in respect of d) 2) and 3) above, such **Damage** results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion.
- e Any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or **Damage** described in paragraphs c) and d) of this Exclusion unless, in respect of c), d), 2) and 3) above the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion.

For the purpose of this Exclusion :

Computer Equipment

Means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether it is **Your Property** or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism

Means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to **Damage**, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to “Trojan Horses”, “Worms” or “Logic Bombs”.

Hacking

Means unauthorised access to any computer or computer equipment, component, system or item, whether it is **Your Property** or not, which processes, stores, transmits or retrieves data.

Claims Procedures and Conditions

1 – Claims – Action required by You

You shall in the event of any **Injury, Damage or Loss of Rent** as a result of which a claim is or may be made under this **Policy** or any **Section** of it, and again upon receipt by **You** in writing of any notice of any claims or legal proceeding:

- a Notify **Us** within 30 days (or 7 days in the case of **Injury, Damage or Loss of Rent**, by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as **We** may allow;
- b Notify **Us** immediately upon being advised of any prosecution, inquest or enquiry connected with any **Injury, Damage or Loss of Rent** which may form the subject of a claim under this **Policy**;
- c Notify the Garda Siochana as soon as it becomes evident that any **Damage** has been caused by theft or malicious persons;
- d Pass immediately, and unacknowledged, any letter of claim to **Us**;
- e Carry out and permit to be taken any action which may be reasonably practicable to prevent further **Injury, Damage or Loss of Rent**;
- f Retain unaltered and un-repaired anything in any way connected with the **Injury, Damage or Loss of Rent** for as long as **We** may reasonably require;
- g Furnish with all reasonable despatch at

Your expense;

- 1 Such further particulars and information as **We** may reasonably require;
 - 2 If required, a statutory declaration of the truth of the claim;
 - 3 Details of any other insurance covering the subject matter of the claim under this **Policy and any matters connected with it**;
- h Make available at **Your** expense any documents required by **Us** with regard to any letter of claim;
 - i Not pay or offer or agree to pay any money or make any admission of liability without **Our** previous consent;
 - j Allow **Us** in **Your** name and on **Your** behalf to take over and, during such periods as **We** think proper, to have control of all negotiations and proceedings which may arise in respect of any claims and the settlement thereof and co-operate fully with **Us** for that purpose.

No claim under this **Policy** shall be payable and any payment on account of a claim already made shall be repaid to **Us**, if the terms of this **Policy** Condition are not complied with.

2 – Claims – Our rights

In respect of **Injury, Damage or Loss of Rent** for which a claim is made, **We** and any person authorised by **Us** may without incurring any liability or diminishing any of **Your** rights in respect of the cover under this **Policy**, enter premises where such **Injury, Damage or Loss of Rent** has occurred, and take possession of or require to be delivered to **Us** any **Property** insured, and to deal with such **Property** for all reasonable purpose and in any reasonable manner.

No **Property** may be abandoned to **Us**, whether taken possession of by **Us** or not.

We will not pay for any claim unless the terms of these Conditions have been complied with.

3 – How to make a claim

If you wish to make a claim we can be contacted by writing to The Claims Department, Prestige Underwriting Services Limited, The Lanyon Building, 10 North Derby Street, Belfast, Co. Antrim, BT15 3HL

or telephone 1890 882525.

Our dedicated staff will be pleased to assist you.

Claims Procedures and Conditions Con't

4 - How we settle claims:

- **We** will pay for the cost of reinstating, repairing or replacing **Your** Buildings, and/or Contents belonging to **You**, which are covered by this Policy. **We** will decide whether to pay to reinstate, repair, replace or pay **You** the cash value.
- if **We** offer to repair or replace any item and **You** ask **Us** to pay **You** the cash value, **We** will not pay **You** more than the amount it would cost **Us** to repair or replace the item through **Our** preferred supplier
- if **We** are unable to provide a suitable replacement, then **We** will pay the full replacement cost of the item with no discount applied
- **We** will not pay more than the sum insured for any claim and the amount **We** will pay may also be dependent upon any limit shown in **Your** Policy and/or Schedule
- **We** will not reduce **Your** sums insured following any claim settlement
- if any Excess applies the amount applicable will be deducted from **Your** claim
- **We** will not pay for loss of value to any item or Buildings resulting from repair or replacement following a claim
- If the submitted claim includes an amount for VAT, VAT will only be paid on receipt of the final VAT invoice with VAT number from a VAT registered business which must include the VAT rate.

We may appoint an approved contractor or supplier to act on Our behalf to validate **Your** claim and who will be authorised to arrange a quotation, repair or replacement.

Where **We** have agreed to pay **You**, **We** reserve the right to withhold final payment until all works are complete, final invoices including relevant documentation and/or a final inspection completed by **Our** representatives. The percentage of the final payments shall not exceed 5% where the total claim is below €40,000 or 10% where the total claim is in excess of €40,000.

Complaints Procedure

Inquiries and Complaints

Any enquiry or complaint should be addressed in the first instance to your broker.

Prestige Underwriting Services (Ireland) Ltd aim to provide a first class service at all times, however, if you have any complaint regarding the standard of service you have received under your policy, the following procedure is available to you to resolve the situation. In the first instance please, contact:

The Customer Service Manager
Prestige Underwriting Services (Ireland) Ltd.
Lanyon Buildings
10 North Derby Street
Belfast
BT15 3HL

Telephone: 048 9035 5585

email: complaints@prestigeunderwriting.co.uk

We will acknowledge your complaint advice within 5 working days of the date of receipt. The majority of complaints can be resolved quickly, but occasionally we may need to make more detailed enquiries. If this is likely, we will write to you to keep you updated of the investigations. The aim is to resolve the complaint to your satisfaction and we will send you a Final Response within 8 weeks of your complaint.

If **You** remain dissatisfied with the outcome or **We** are unable to resolve **Your** complaint within 40 days, **You** have the right to refer **Your** complaints to the Financial Services and Pensions Ombudsman for investigation.

The Financial Services and Pensions Ombudsman can be contacted at:

Address: Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Telephone: (+ 353) 1 5677000. Email: info@fspo.ie

Referral to the Financial Services and Pensions Ombudsman will not prejudice **Your** right to take subsequent legal proceedings.

In all communications the policy/certificate number appearing in line one of the schedule should be quoted.

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

Privacy Notice

Our details

Prestige Underwriting Services (Ireland) Limited is the Data Controller for any personal information you supply to us. If you would like to speak to us about how we use your information you can contact us on (049) 437 1830 or contact us by writing to the Data Protection Officer, Prestige Underwriting Services (Ireland) Limited, Teach Chinn Aird, Ashe Street, Cavan.

How we will use your information

Your personal information may be used by Prestige Underwriting Services (Ireland) Limited for the following purposes that are necessary for the performance and management of your contract of insurance, to determine our underwriting and pricing strategies, for our legitimate interests as an underwriting agency and for compliance with any legal obligations.

- to make a decision whether we choose to accept or decline the proposed risk;
- to calculate your premium and policy terms;
- to service your policy;
- to maintain our records;
- to confirm your identity and to prevent fraud;
- to investigate and resolve any complaints;
- to deal with any claims you should submit under your policy;
- to verify the information you provide;
- to undertake internal quality monitoring and external audits;
- to carry out market research, pricing and underwriting strategies, statistical analysis and customer profiling;
- we may supply information to law enforcement agencies, our regulators and other statutory bodies when we believe it is necessary for the detection and prevention of crime and/or fraud and as otherwise required by or permitted by law.

The information we receive

We may obtain personal information from you directly or from someone you have authorised to supply personal information on your behalf, such as your broker. This information is necessary for the performance and management of your contract of insurance, for our legitimate interests as an underwriting agency and for compliance with any legal obligation. This information may consist of the following:

- your name, contact details (including home address, telephone number and e-mail address) and date of birth;
- all other personal information that is provided to your broker when completing an application for any policy, including (as necessary) any sensitive information (e.g. information about your health and/or previous convictions);
- details of all policies held with us including cover dates, any lapsed policies and cancellations;
- details of claims on policies held with us;
- your payment history relating to policies held with us.

If you are unable to supply the required information we may be unable to offer you insurance or continue with cover.

We may also obtain information from third parties to confirm your personal data and verify claims information.

We retain information in line with provisions issued by our regulatory body, the Central Bank of Ireland, in order to manage your policy, deal with complaints and manage claims. We will only retain your personal data for as long as we are required by law.

Disclosing other peoples information

You should show this privacy notice to anyone whose information is disclosed to us with your policy information, you must also obtain their consent to share their information. You must ensure all information provided to us is correct and to the best of your knowledge.

Privacy Notice Con't

Fraud prevention and detection

It is important that you take reasonable care when providing us with information and answer any questions honestly and to the best of your knowledge. Providing fraudulent or incorrect information could affect the price of your policy, result in your policy being cancelled and claims being rejected or not fully paid.

As a condition of your policy, it is important that you report all incidents which may or may not give rise to a claim to us.

In order to prevent and detect fraud we may (at any time) share information about you with other organisations and public bodies (including the police) and check and/or file your details with fraud prevention agencies and databases. If you give us false or inaccurate information and/or we suspect fraud, we will record this. We can provide any details required by us under a court order.

We and other organisations may also search these agencies and databases to: help make decisions about the provision and administration of insurance, credit and related services (for you and members of your household), trace debtors or beneficiaries, recover debt, prevent fraud, manage your insurance policies, check your identity for the purposes of preventing money laundering (unless you furnish us with other satisfactory proof of identity) and undertake credit searches or additional fraud searches. On request, we can supply further details of the databases we access or contribute to.

Any information shared by us can be used by other bodies in their decision making process, as can information shared from other bodies be used in our decision making process.

Call recording

Telephone calls with us may be recorded for training, monitoring, audit requirements, quality assurance purposes and fraud prevention and detection. Call recordings may also be supplied to third parties or your insurer as shown on your schedule if they request a call recording in order to investigate a claim, complaint or suspected fraud which we have made them aware of.

Transfer to 3rd parties and outside the EU

In order to deliver our services to you, we may use third party processors (for example credit searches and fraud prevention agencies). Such processing is conducted under contract and we ensure that appropriate data protection and information security assurances are provided.

We may also share your information with an authorised third party supplier appointed by us during a claim, for example a loss adjustor, recovery agencies or approved repairer in order to assist with your claim or provide repair/replacement services. We will only share the information required by the third party and will ensure that appropriate data protection and information security assurances are in place.

In circumstances where we may need to process some of your information using third parties located in countries outside of the European Union, we will take all necessary steps to ensure it is adequately protected. This includes ensuring there is an agreement in place with the third parties which provides the same level of protection as required by the data protection regulations in the EU.

Your rights

You have the right to access or obtain copies of the personal information held about you by us. A response to your request will be provided to you within one calendar month of us receiving a valid request.

You have the right to restrict processing of inaccurate information and request that we correct any inaccuracies in the information held about you. You may also have the right to erasure of data in certain circumstances.

Where we hold or process data on the basis of your consent you have the right to withdraw that consent.

You have the right to withdraw your consent for your information being used for market research, pricing strategies, underwriting strategies, statistical analytics and customer profiling.

If you wish avail of these rights please write to the Data Protection Officer, Prestige Underwriting Services (Ireland) Limited, Teach Chinn Aird, Ashe Street, Cavan or call us on

(049) 437 1830 for more information.

The Data Protection Commissioner

You can find more details about data protection from the Data Protection Commissioner's Office at <https://www.dataprotection.ie/docs/Home/4.htm>. You can also contact the Data Protection Commissioner if you believe we have not complied with our obligations.

Privacy Notice Con't

AmTrust International Underwriters DAC Privacy Notice

1. Data Protection

We are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at www.amtrusteurope.com

2. How We Use Your Personal Data and Who We Share It With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

5. International Transfers of Data

We may disclose **Your** personal data to destinations outside the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

6. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

7. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements. If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.



PRESTIGE

UNDERWRITING SERVICES (IRELAND) LTD

PARTNERSHIP IS THE BEST POLICY

24 HOUR REPORTING LINE 1890 88 25 25

You can call our claim reporting line anytime, day or night. We are on hand 24 hours a day, 365 days a year, to take notification of any new claim and assist you in an emergency.

Your policy will be underwritten by AM Trust International Underwriters and administered on their behalf by Prestige Underwriting Services (Ireland) Limited.

Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland. Registered in Ireland. Company Registration Number 119908. Registered address: Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Co. Cavan, H12 PF67.

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