



Landlord Residential Property Insurance Policy

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Important information about your Landlord's Residential Property Insurance Policy

Dear Policyholder,

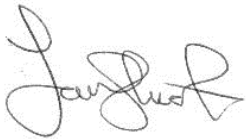
We welcome you as the purchaser of our Eversure Landlord Residential Property Insurance Policy designed by Stuart Insurances Ltd and underwritten by SureStone Insurance dac.

This document contains your Policy which is evidence of the contract between you and SureStone Insurance dac. The Policy, the Schedule and any Endorsement should be read as one document and any word or expression used for a specific meaning in any part of them has the same meaning wherever it appears. We will provide under those sections which are shown in the Schedule as being operative the insurance described in the appropriate section of the Policy during any Period of Insurance.

The conditions which appear in the Policy or any Endorsement are part of the contract and must be complied with. They are where their nature permits conditions precedent to the right to recover from the Insurer.

Please read the document carefully and check the details shown in the Policy Schedule to make certain that they are correct in every detail. If any corrections are necessary or if you have a query, please advise your broker, or us, and we will be delighted to assist you.

Finally if you suffer a loss which you feel is covered by the Policy, please call Cunningham Lindsey Loss Adjusters on 01 2075110 immediately, or refer to page 21 of this Policy for additional assistance.



Eversure

On behalf of the Insurer

Guidance and Explanations

Your Insurers

This insurance is underwritten by SureStone Insurance dac., company registration number 340407 and registered office at Merrion Hall, Strand Road, Sandymount, Dublin 4, D04 P6C4. SureStone Insurance dac.is regulated by the Central Bank of Ireland.

Your Cover

If you have paid the premium as shown in the schedule, we will agree to insure you, subject to the terms, conditions and any endorsements attaching to this policy, against loss or damage or legal liability you may incur for accidents or losses occurring during the Period of Insurance as shown in the Schedule.

Please take time to read the contents of this Policy, including how to make a claim. This Policy and its Schedule are important documents. Please keep them in a safe place in case you need to refer to them for any reason. If you do need to discuss any aspect of this Policy, please contact the agent who helped you complete this insurance.

Customer Complaint Procedure

We are dedicated to providing you with a high standard of service and wish to provide the highest level of customer service at all times.

We invite you to notify us immediately about any aspect of our service or product not meeting your expectations.

Complaints should be addressed to:

Customer Service Director
Stuart Insurances Limited
17/21 Temple Road
Blackrock
Co. Dublin
Telephone: 01 288 1779

If your complaint is not resolved to your satisfaction you should contact:

Customer Service Co-ordinator
SureStone Insurance dac
Merrion Hall
Strand Road
Sandymount
Dublin 4

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Services Ombudsman Bureau at:
3rd Floor, Lincoln House
Lincoln Place
Dublin 2.
LoCall: 1890 88 20 90
Tel: 01 6620899
Fax: 01 6620890

Policy Introduction

This insurance does not cover your Property against everything that can happen so please read your Policy carefully to make sure you understand what it covers and the limits which apply.

This Policy is a Legal Contract between you and SureStone Insurance dac.

It is your responsibility to look after and regularly maintain your Property. Your Policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time, these areas should all be checked on a regular basis.

Your Policy describes certain things which you are required to do to make sure that you are protected and that your Policy cover operates fully. For example, you must:

- tell us about changes which could affect Your Policy.
- make sure that your sums Insured are adequate enough to cover the Property to be insured.
- take reasonable care of your Property.
- prove any loss, therefore we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

Please read your Policy and the Schedule carefully to make sure that you have the cover you need. You should contact your broker or us on 01-2000724 immediately if any details are not correct.

Your cancellation Rights

You have a right to cancel your Policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive your Policy or, renewal documentation, whichever is the later.

If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

If you wish to cancel your policy within the first 14 days, we will refund your premium for any period of insurance remaining less an administration charge of €15.

We hope you are happy with the cover this Policy provides, however if after reading this Policy, this insurance does not meet with Your requirements, please return it to your broker, or to Eversure, 17/21 Temple Road Blackrock, Co. Dublin within 14 days of issue and We will refund your premium.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 15 working days' notice to the Insured at their last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Changes we need to know about

Please tell your broker or us immediately if there are any changes to the information provided by you, as set out in the Statement of Fact, your Schedule, or any other changes in your circumstances which might affect your insurance.

For example:

- A change to the people insured, or property to be insured,
- If your Sum Insured levels are not adequate, or require change,
- If your Property will be left untenanted or unoccupied for more than the number of days shown on your Schedule,
- If there are any cautions or criminal convictions of the people Insured or to be Insured.

If you are in any doubt, please contact us. When you inform us of a change we will tell you if this affects your insurance, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your Policy.

If you do not inform us about a change it may affect your insurance and/or any claim you make.

Change in Cover

When a change to the cover provided by your Policy results in an additional premium inclusive of levy of not more than €10 we will not charge you the additional premium. Where the change results in an additional premium inclusive of levy of more than €10 we will charge the additional premium, as well as an administration fee of €15.

When a change to the cover provided by your Policy results in a return premium inclusive of levy of not more than €10 we will not refund you this amount.

Disputes

If there is a dispute arising out of this Policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by you and us in accordance with the law at the time. Claims not referred to an arbitrator within 12 calendar months from the date of the disclaimer of liability shall be deemed to have been abandoned.

Duty of Disclosure

It is your responsibility to provide complete and accurate answers to the questions asked of you when you take out your insurance Policy, throughout the life of your policy, and when you renew your insurance.

Please note that if you fail to disclose any material information to your Insurer(s) (these are facts that the Insurer would regard as likely to influence the assessment and acceptance of this Policy) this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. If you are unsure as to what facts would influence your policy please contact your broker or us on 01-2000724.

SureStone Insurance dac Data Protection Notice

We are SureStone Insurance dac. Our head office is in Merrion Hall, Strand Road, Sandymount, Dublin D04 P6C4. We provide insurance services to businesses and individuals. The services are provided indirectly through managing general agents, brokers and intermediaries.

We use the words Personal Data to describe information about you, and from which you are identifiable.

For the purpose of the General Data Protection Regulation (the GDPR), we are a data controller.

Please note that any information provided to us will be processed by us, our underwriters and our agents in compliance with the provisions of Data Protection legislation for the purposes of providing insurance and handling claims, if any, which may necessitate providing information to third parties.

We respect your rights in respect of the data we hold on you. We will act without unnecessary delay in dealing with your data access requests. In respect of the personal data we hold on you, you have the right to access, erasure, rectification, restriction, portability and objection.

What Personal Information do we collect from you?

You may give us Personal Data by corresponding with us or through our managing general agents, claims handling service providers, other intermediaries, brokers or agents, by phone, e-mail or otherwise. We ask you to disclose only as much information as is necessary to provide our products or services or to submit a question/suggestion/comment in relation to our website.

What information about you do we obtain from others?

We obtain the information you provide through our managing general agents, claims handling service providers, brokers and/or intermediaries.

SureStone's Full Privacy Notice

Our full privacy notice explains in more detail the types of information we hold, how it is used, who we share it with and how long it is kept. It also informs you in more detail of the rights you have regarding your Personal data. You can get this detail by viewing our notice online at: <http://www.surestoneinsurance.ie/index.php/legal/privacy-policy/> or if you are unable to access this website, details can be obtained by contacting SureStone's data protection officer by phone +353 (1) 6674800 Or the correspondence address : SureStone Insurance dac, Merrion Hall, Strand Road, Dublin 4 Or by email: dataprotectionofficer@surestoneinsurance.ie

Contract Law

The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. This insurance contract and disputes arising from it will be governed by the laws of the Republic of Ireland and Irish Courts will have jurisdiction to hear any disputes.

Special Notices

Premiums are subject to Government Levy and/ or contribution where applicable.

In accordance with Section 93 of the Insurance Act 1936 it is understood and agreed that all monies which may become due and payable by the Insurer under this Policy shall be payable and paid in the Republic of Ireland.

Stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Policy Definitions

The following definitions have the same meaning wherever they appear in your Policy or Schedule:

Accidental Damage

Sudden and unexpected damage occurring at a specific time and caused by external means.

Bedroom

A room used as or originally designed and built to be a Bedroom even if now used for another purpose.

Building(s)

Used wholly, or partially as private dwelling(s) and including domestic outbuildings conservatories, greenhouses, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by you, or for which you, as Landlord are legally responsible, all being situated at the address(es) in the Republic of Ireland occupied in whole or part as rented residential accommodation only. This property must be built of brick, stone or concrete and roofed substantially (at least 50%) with slates, tiles, concrete or other incombustible materials (other than garden sheds, greenhouses and summer houses).

Consequential Loss

Indirect loss or damage resulting from the event which caused the claim under this Policy.

Cost of Rebuilding

The full cost of reconstruction of the Buildings in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including architect and surveyor's fees.

Domestic Employees

Any employee of the Insured(s) under a contract of service with you which is solely for private domestic duties, including gardeners, persons carrying out repair, maintenance or decoration work but excluding contractors or persons employed engaged in any construction/structural work, extensions, roof repairs, demolition or non-maintenance alterations to the Property. Independent contractors and/or consultants and/or their employees are also excluded as are any other temporary or casual employees.

Endorsement

A specific term, condition or variation made to the Policy.

Excess

The first amount of any claim for which you are responsible.

Ground Heave

Upward movement or expansion of the ground on which the Building stands, resulting in damage to the Building.

Geographic Limits

Member states of the European Union.

Insured / You / Your

The person(s) as specified in the schedule, or in the event of their death, their legally appointed representative(s).

Insurers / We / Us / Our

SureStone Insurance dac.

Landslip

Downward movement of sloping ground resulting from the action of self-weight stresses and imposed loading exceeding the available strength of the ground.

Landlord's Contents

Landlord's furniture and household goods which are used for the provision of rented accommodation, and aereals not exceeding 30 feet high, all belonging to you (or for which you are legally responsible) in the insured residential property and domestic outbuildings.

The maximum cover in respect of contents of locked domestic outbuildings is €750 any one loss.

Excluding:

1. Property otherwise insured,
2. Tenant's property,
3. High Value items –cameras, video, audio or home computer equipment, or any item, set or collection of jewellery, watches, precious metals, paintings, pictures, or other works of art, furs, stamps, medals, curios, coins, and other such items, sets and collections,
4. Mechanically-propelled vehicles (other than lawnmowers and cultivators used just on your property), caravans, trailers, marine craft, aircraft or parts thereof, any of their accessories or their keys.
5. Landlord's decorations,
6. Deeds, bonds, securities, bills of exchange, promissory notes and documents of any kind,
7. Animals,
8. Personal effects, clothes, and other articles of a strictly personal nature, sports equipment, bicycles,
9. Portable, electric or LPG heaters,
10. Money as defined below,
11. Property used in in connection with a trade or business.

Money

Personal Money held for private purposes by you including coin and bank notes used as legal tender, debit and credit cards, postal stamps (not in a collection), postal and Money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

Motor Vehicle

Any mechanically or electrically propelled or assisted conveyance except ride-on lawnmowers or pedestrian controlled vehicles or invalid wheelchairs.

Period of Insurance

The period stated in the Schedule for which we agree to grant cover, providing that the full premium has been paid to us.

Policy

The Policy incorporates the Policy booklet, the Statement of Fact, the Schedule and all terms, conditions and endorsements of your insurance contract with us.

Property

The Buildings at the address(es) stipulated in the Schedule.

Schedule

The document which provides specific details of the insurance cover in force.

Subsidence

The downward movement of the ground on which the Building stands from causes independent of the Building load.

Sum Insured

The amount as shown in the Schedule and being the maximum amount we will pay in the event of any claim on this Policy.

Tenant

Any person living in the Insured Residential Property under a rental or lease agreement with you.

Untenanted

A property will be considered untenanted when there is no current rental or lease agreement in place or where a tenant has ceased to reside in the property before the expiry of an agreement.

Uninsurable Risks

Wear and tear, depreciation, fungus, rot, vermin or insect damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.

Unoccupied

Not stayed in overnight by you, a tenant or any other person authorised by you. Unoccupancy is deemed to start from the date that the Property was last vacated, which may pre-date the inception of the insurance granted by this Policy. The Property is deemed to be Unoccupied when it is insufficiently furnished for normal occupation or unoccupied for more than 30 consecutive days.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Voluntary Excess

If you purchase Voluntary Excess this will apply to the Standard Excess only, and not to any other Excesses shown in this Policy Document and/or your Schedule.

Section 1 - Buildings

We will insure your Property against loss, damage or destruction from any of the perils listed below subject to the specific stated Exclusions, Terms and Conditions of the Policy.

PERIL	EXCLUSIONS
1. Fire, smoke, explosion, lightning, or earthquake.	a) loss or damage caused by smoke from fireplaces, smog, industrial or agricultural output, b) loss or damage caused by wear and tear, or deterioration, c) the Excess shown in the Schedule.
2. Storm or flood.	a) loss or damage caused by frost, b) loss or damage to drives, patios and terraces, gates and fences, c) loss or damage caused by rising water table levels, d) loss or damage caused by water entering your Property due to wear, tear or deterioration, e) the Excess shown in the Schedule.
3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.	a) loss or damage whilst the Buildings are untenanted or unoccupied for 30 consecutive days or more, b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped, c) loss or damage caused by the overflowing of baths, showers, wash hand basins or sinks. d) Loss or damage to walls, ceilings and tiles caused by water leaking from shower units and baths through the seals and grouting, e) loss or damage caused by gradual emission, f) loss or damage to walls, ceilings, and tiles caused by the ingress of water through seals and grouting, g) the Excess shown in the Schedule.
4. Theft or attempted Theft caused by violent and forcible entry or exit.	a) theft or attempted theft by any person lawfully on the Property, b) loss or damage whilst the Buildings are untenanted or unoccupied for 30 consecutive days or more, c) loss or damage caused by deception, unless deception is used solely to gain entry to your Property, d) the Excess shown in the Schedule.
5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.	a) loss or damage to Buildings caused by domestic pets owned by you, b) the Excess shown in the Schedule.
6. Riot, civil commotion, labour and political disturbances.	a) Loss or damage not reported to us within 24 hours.
7. Malicious damage or vandalism.	a) loss or damage whilst the Buildings are untenanted or unoccupied for 30 consecutive days or more, b) malicious damage or vandalism by any tenant or person lawfully on the Property, c) the Excess shown in the Schedule.

<p>8. Subsidence, Landslip or Ground Heave of the site upon which the Buildings stand.</p>	<ul style="list-style-type: none"> a) loss or damage caused by erosion of any coast or riverbank, b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, decks, footpaths, walls, gates and fences, unless the main Building is damaged at the same time, by the same cause, c) loss or damage caused by structural repairs, alterations, demolitions or extensions, d) loss or damage arising from faulty or defective workmanship, designs or materials, e) normal settlement, shrinkage or expansion, f) loss or damage that originated prior to the inception of this Policy, g) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor, or external walls of your Property are damaged at the same time and by the same cause, h) loss or damage to Buildings caused by the action of chemicals, or by any chemical reaction with any material which forms part of the Buildings, i) the cost of any experts or contractors you appoint without our express consent other than those carrying out emergency repairs, j) the Excess shown in the Schedule.
<p>9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.</p>	<ul style="list-style-type: none"> a) loss or damage caused by maintenance to trees, (including felling, lopping or topping trees), b) loss or damage to gates, hedges and fences, c) removal of a branch or tree unless the Buildings are damaged at the same time, d) the Excess shown in the Schedule.
<p>10. Accidental breakage of sanitary ware and fixed glass in windows, doors, solar panels, plate-glass tops and fixed glass in furniture, glass shelves, ceramic hobs and mirrors.</p>	<ul style="list-style-type: none"> a) loss or damage whilst the Buildings are untenanted for 30 consecutive days or more, b) loss or damage caused by chipping, denting or scratching, c) loss or damage to ceramic hobs in cookers, d) the Excess shown in the Schedule.
<p>11. Accidental Damage to underground pipes, cables and services for which you are responsible.</p>	<ul style="list-style-type: none"> a) loss or damage due to wear and tear or gradual deterioration, b) loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs, c) the Excess shown in the Schedule.
<p>12. Loss of Rent and cost of Alternative Accommodation.</p> <p>If the Property is made uninhabitable by damage from any cause insured in this Section we will pay</p> <ul style="list-style-type: none"> 1) the amount of rent you should have received but lost while the Property was uninhabitable and also the resultant increase in costs of working and re-letting costs but excluding the increase in cost of working exceeding the amount of loss of rent 2) the reasonable cost of similar alternative accommodation until the Property is fit to live in again. 	

The most we will pay for any one claim is 20% of the building sum insured.	
13. Expenses incurred by You as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the building, following loss or damage caused by any of the perils listed in Section 1 of Your Policy.	a) any fees charged in the preparation of a claim.
14. Expenses incurred by You in locating the source of any water or oil leak causing damage, and subsequent making good of damage, following loss or damage for which a successful claim has been made under Section 1, Peril 3 or Peril 11 of this Policy.	a) any amount in excess of €1,000, b) loss or damage to the apparatus from which water or oil has escaped.
15. Emergency Access/Fire Brigade Charges We will provide cover in respect of Fire Brigade Charges and also in respect of damage to the Property caused by forced access by the fire, police or ambulance services as a result of an emergency.	a) any amount in excess of €1,500.

CONDITIONS THAT APPLY to Section 1 – BUILDINGS

Basis of Claims Settlement

In the event of loss or damage to the Buildings, we will pay the full cost of reinstatement, as long as the Buildings are maintained in a good state of repair and they are Insured for the full cost of reinstatement and the full cost has been incurred. If the Buildings have not been maintained in a good state of repair, we will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this Policy, our liability will:

- 1) not exceed the proportion that the sum(s) Insured bears to the full cost of reconstruction of the Property, as stated in the Schedule,
- 2) not exceed the Sum Insured for the Property, as stated in the Schedule.

It is your responsibility to ensure that at all times the Buildings Sum Insured reflects the total cost of reinstatement and associated fees.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the Building which forms part of a pair, set, suite or part of a common design.

We will not reduce the Sum Insured under this section following a claim, provided that you agree to carry out any recommendations which we make to prevent further loss or damage.

Section 2 - Landlord's CONTENTS

We will insure your contents against loss, damage or destruction from any of the perils listed below subject to the specific stated Exclusions, Terms and Conditions of the Policy.

PERIL	EXCLUDING
1. Fire, smoke, explosion, lightning, or earthquake.	<ul style="list-style-type: none"> a) loss or damage caused by smoke from fireplaces, smog industrial or agricultural output, b) the Excess shown in the Schedule.
2. Storm or flood.	<ul style="list-style-type: none"> a) Contents in the open, b) Contents in outbuildings in excess of €750, c) loss or damage caused by frost, d) the Excess shown in the Schedule.
3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes resulting from any of the perils 1 to 8 of Section 2 of this Policy.	<ul style="list-style-type: none"> a) loss or damage whilst the Buildings are untenanted or unoccupied for 30 consecutive days or more, b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped, c) loss or damage caused by gradual emission, d) loss or damage caused by the ingress of water through seals and grouting, e) the Excess shown in the Schedule.
4. Theft or attempted Theft caused by violent and forcible entry or exit.	<ul style="list-style-type: none"> a) theft or attempted theft by any tenant or person lawfully on the Property, b) loss or damage whilst the Buildings are untenanted or unoccupied for 30 consecutive days or more, c) any amount in excess of €750 in respect of Contents contained within detached domestic outbuildings and garages, contents in the open, d) flowers, plants, shrubs, trees and any growing matter not in pots or containers, e) the Excess shown in the Schedule.
5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.	<ul style="list-style-type: none"> a) loss or damage to contents caused by domestic pets owned by any tenant or person lawfully on the Property, b) the Excess shown in the Schedule.
6. Riot, civil commotion, labour and political disturbances.	<ul style="list-style-type: none"> a) Loss or damage not reported to us within 24 hours.
7. Malicious damage or vandalism	<ul style="list-style-type: none"> a) loss or damage whilst the Buildings are untenanted or unoccupied for 30 consecutive days or more, b) malicious damage or vandalism by any person lawfully on the Property, c) the Excess shown in the Schedule.
8. Subsidence, Landslip or Ground Heave of the site on which the Buildings stand	<ul style="list-style-type: none"> a) loss or damage caused by erosion of any coast or riverbank, b) loss or damage caused by structural repairs, alterations, demolitions or extensions,

	<ul style="list-style-type: none"> c) loss or damage arising from faulty or defective workmanship, designs or materials, d) normal settlement, shrinkage or expansion, e) loss or damage that originated prior to the commencement of this insurance, f) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause, g) loss or damage to contents caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the Buildings, h) the Excess shown in the Schedule.
9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.	<ul style="list-style-type: none"> a) loss or damage caused by maintenance to trees, b) removal of a branch or tree unless the contents have been damaged, c) the Excess shown in the Schedule.
10. Door Locks We will pay up to €750 in respect of replacement locks for external doors to the Buildings if your keys are stolen or lost.	<ul style="list-style-type: none"> a) thefts not reported to the police, b) the Excess shown in the Schedule.

CONDITIONS THAT APPLY to Section 2 – Landlord’s CONTENTS

Basis of Claims Settlement

In the event of loss or damage to your contents, at our option, we may either pay the cost of replacing the lost or damaged item as new or pay the cost of repairing the item.

In respect of any claim made under this Policy, our liability will:

1. not exceed the proportion that the sum(s) Insured bears to the full cost of replacement of your contents, as stated in the Schedule,
2. not exceed the Sum Insured for your contents, as stated in the Policy.

It is your responsibility to ensure that, at all times the Contents Sum Insured reflects the total cost of replacement as new.

We will not reduce the Sum Insured under this section following a claim, provided that you agree to carry out any recommendations which we make to prevent further loss or damage.

Matching of Items

We will not pay for the cost of replacing or repairing of any undamaged or remaining items which form part of a set, suite, group or collection of articles of a uniform nature, colour or design, where the remaining item(s) are still usable and the loss or damage occurs:-

- within a clearly identifiable area or to a specific part, and
- replacements cannot be matched.

Section 3 – LEGAL LIABILITY

PERIL	EXCLUDING
<p>3.1 Liability to the Public Any amounts which You, as Landlord of the Buildings specified in the Insurance Schedule attached to and forming part of this policy, become legally liable to pay compensation for any accident occurring during the Period of Insurance which causes bodily injury to a person or accidental loss of or damage to Property.</p> <p>The most we will pay for any one claim or a number of claims arising out of the one cause is €3,000,000 plus costs agreed by us in writing.</p>	<p>Liability directly or indirectly from:</p> <ul style="list-style-type: none"> a) an agreement which imposes liability which you would not have otherwise been under, b) ownership of any kind of land or Building, c) any business (including paid child minding services) profession or trade, d) racing, hunting or playing polo, e) wilful or malicious acts, f) the transmission of Humane Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome and/or any mutant derivative or variation thereof however caused, g) the transmission of any communicable disease, by you, h) any kind of pollution and/or contamination other than: a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the Period of Insurance at the Property named in the Schedule reported to us not later than 60 days from the end of the Period of Insurance; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident, i) Asbestos, j) aircraft (except toys and models), k) mechanically propelled vehicles (except domestic garden implements used within the boundary of the Property, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control), l) any trailer caravan or vehicle trailer whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act, m) watercraft (except toys and models) sailboards or hovercraft, n) firearms (except for shotguns or airguns used for sporting activities), o) dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership possession use or control is not in accordance with the provisions of such regulations, p) horses are not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye- Laws made under the Control of Horses Act 1996 or amendments thereto, q) bodily injury to you, r) bodily injury to any person under a contract of service of apprenticeship on the premises,

	<p>s) loss or damage to Property owned or held in trust by or in the custody or control of you.</p>
<p>3.2 Legal Liability to Domestic Employees We will pay for damages and claimants' costs and expenses which you become legally liable to pay as compensation for any accident occurring during the Period of Insurance which causes bodily injury to or illness or disease of any domestic employee up to €3,000,000 in connection with any one claim or series of claims made against you arising out of any one event occurring during the Period of Insurance and arising out of and in the course of employment within the Geographic Limits. We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> a) any wilful or malicious damage, b) from the transmission of any communicable disease or virus by you, c) asbestos, d) an agreement which imposes liability which you would not have otherwise been under, e) any claim or other proceedings against you lodged or prosecuted in a court within the Geographic Limits, f) liability arising from any business (including paid child minding services) or profession, g) liability for death of, bodily injury to, or illness or disease of any member of your Family, h) liability for which compulsory insurance or security is required by any road traffic legislation, i) arising from any structural improvements or alterations to the Building.

GENERAL CONDITIONS

APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

Disclosure of material facts

This insurance shall be deemed voidable in the event of any non-disclosure, misrepresentation or miss-description of any material fact which would have influenced our decision in accepting the Policy.

Duty of Care

You must take actions to prevent loss or damage to your Property and ensure that your Property is maintained in a good state of repair. All protections installed for the protection of the Building must be regularly maintained and be in use when the Building is left unattended, or when any occupants have retired for the night.

Changes in Circumstances

You must notify us of any change in your circumstances and in particular (but not limited to) the use of your Property, if the Property is being structurally altered, if there is any extension being built, the use of the Building is changing, the cost of rebuilding your Property or replacing your Contents.

Untenanted or Unoccupied

1. If the Buildings as specified in the Schedule are to be left unattended for 30 days or more, you must immediately ensure that the gas and water system is turned off and drained at the mains, or any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees Celsius.
2. You must notify us if the Buildings as specified in the Schedule are to be regularly unattended for more than 30 consecutive days in any single period.

Notice of Building works

You must notify us prior to the start of any conversions and extensions to any Buildings specified in the Schedule.

Other Insurance

If you have any other insurance which covers the same loss, damage or liability, we will only pay our share of any claim.

Fraudulent/False claims

If you make any claim knowing the claim to be false or fraudulent, this insurance shall become void and all claims shall be forfeited. We have the right to notify An Garda Síochána, or other relevant authority or body of any such instances or circumstances.

GENERAL EXCLUSIONS

We will not give cover where:

- The insured incident occurs within the first 90 days of the period of insurance where the tenancy agreement started before the period of insurance unless you had continuous previous insurance,
- Your act, omission or delay prejudices your or the underwriters' position in connection with the proceedings,
- The insured incident began to occur or had occurred before you purchased this insurance,
- You fail to give proper information to us or your broker,
- You breach a condition of this insurance,
- We have not agreed costs in advance or the costs are above those for which we have given our prior written approval.

We will not cover any claim arising from:

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

We will not give cover:

- For any claim which is not reported to us within 30 days of the insured incident occurring,
- For costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party,
- For damages interest, fines or costs awarded in a criminal courts,
- Where you have other legal costs insurance cover,
- For claims made by or against us,
- For appeals without our prior written consent,
- Prior to the issue of court proceedings or unless a conflict of interest arises for the costs of any legal representative other than those of the adviser.

Financial or Trade Sanctions:

- We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

We do not cover the following:

Radiation

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

Terrorism

Any liability, loss, damage, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from, or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, terrorism means an act and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organisation committed for political or other purpose including the intention to influence any government and/or to put the public or any section of the public in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If we maintain that by reason of this exclusion any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the insured.

Deliberate Act

Loss or damage caused intentionally by you, or anyone working on your behalf.

Existing Damage

Loss or damage occurring prior to the commencement of your insurance Policy.

Sonic Pressure

Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

Consequential Loss

Consequential Loss as a result of any claim under this Policy.

Wear and Tear

Loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

Electronic Data

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Motor Vehicles

Loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.

Domestic Pets

Loss or damage caused by domestic pets, insects or vermin.

ENDORSEMENTS

The endorsements in this section only apply to your policy if any of the endorsements numbered below are shown in the Special Notice (1) section on your Policy Schedule.

EVRS 1 Security Locks

We will not cover any loss or damage as a result of theft or any attempted theft while your house is unoccupied unless:

1. All external doors are fitted with five lever Mortise deadlock devices or equivalent. We will accept three lever Mortise deadlock or equivalent with an approved alarm which must be set.
2. All French doors, patio doors and all accessible windows are fitted with appropriate security locks. All windows must be closed and fastened.

EVRS 2 Roof Maintenance Conditions

It is a condition of this insurance that:

1. any flat felted roof portion of the Property be inspected at least every 5 years by a qualified builder or property surveyor,
2. any defects brought to light by these inspections shall be repaired immediately,
3. the flat felted roof portion be properly maintained.

CLAIMS PROCEDURE AND CONDITIONS

APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

We will not cover any loss or damage as a result of theft or any attempted theft while your house is unoccupied unless:

If you need to make a claim under this Policy, you must contact our appointed Claims Manager at:

Cunningham Lindsey Ireland t/a Sedgwick
The Penthouse
Block B Cookstown Court
Old Belgard Road
Tallaght
Telephone: 01 2075110

- a) Provide full details of your claim as soon as possible after the event and always within 30 days. A delay could prejudice your claim.
- b) Immediately notify An Garda Síochána following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number.
- c) Take all steps necessary to reduce further loss, damage or injury.
- d) Provide all information and evidence, including written estimates and proof of ownership and value that may be requested.
- e) Do not, under any circumstances effect full repairs without prior written consent from Cunningham Lindsey.
- f) Under no circumstances must you admit any liability or responsibility or negotiate or settle any aspect of any claim without permission in writing from Cunningham Lindsey. Neither you nor your solicitors are to respond to any correspondence. All such correspondence should be sent unanswered to Cunningham Lindsey.

On receipt of a notification of a claim, we may do the following:

- a) Enter any Building following loss or damage.
- b) Negotiate, defend or settle any claim made against you.
- c) Prosecute in your name for our benefit, any other person in respect of any claim we may have to pay.
- d) Appoint a loss adjuster to handle the claim on our behalf.
- e) Arrange to repair the damage to the Building and/or any other Property or item and handle any salvage appropriately.



17-21 Temple Road | Blackrock | Co. Dublin.
Phone: 01-2000724 | Fax: 01-2831825 | Email: underwriting@eversure.ie

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