



# Landlord Insurance

Allianz 



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# Introduction

We are very pleased to introduce You to the Allianz Landlord Insurance Policy and thank You for insuring with Us.

Please read this Policy carefully to ensure that it provides the cover You require. If the Schedule details do not agree with the details completed on Your Proposal Form then please return it immediately with a note of the changes that should be made.

Please advise immediately if the use or nature of Your Premises changes or if You do anything which may affect our attitude to the cover provided – for example building an extension, re-roofing, etc.

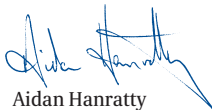
The reinstatement value of Your Premises shown in the Schedule may be adjusted at each renewal to reflect changing rebuilding costs. You should satisfy Yourself that this value represents the full rebuilding cost, including professional fees and site clearance costs.

This Policy (which includes and shall be read as one document with the Schedule, Endorsements and Proposal) evidences a contract of insurance between the Insured and Allianz p.l.c.

We will, subject to the terms, conditions, limitations and exclusions of this Policy, indemnify You against loss, damage or legal liability which occurs during any Period of Insurance for which You have paid or agree to pay the premium.

**This Policy is a legal document and should be kept in a safe place.**

On behalf of Allianz p.l.c.



Aidan Hanratty  
Risk Management Director

## Insurance Act 1936 (or future amendments thereto)

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

## Finance Act 1990 (or future amendments thereto)

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

# Definitions

Any word or expression, which is given a specific meaning in this Policy, will have the same meaning wherever it appears.

## The Insured/You:

The person(s) named on the Schedule under Insured.

## We/Us/The Company:

Allianz p.l.c.

## Landlord Premises

The Landlord Premises is defined as:

- the private dwelling house (including garages with direct access from the private dwelling house) including fixtures and fittings, occupied for residential purposes only and of standard construction and,
- domestic outbuildings, detached garages, swimming pools, tennis courts, including fixtures and fittings therein and thereon, fuel storage tanks and their contents, terraces patios, driveways, footpaths, walls, gates and fences, lawns, hedges, trees, shrubs and plants all situate as stated in the Schedule on a site not exceeding two acres in area.

## Standard Construction

A building constructed of brick, stone or concrete (including timber framed with concrete brick external cladding) and roofed substantially (at least 70%) with slates, tiles, metal, concrete, asphalt or other incombustible materials.

## Accidental Damage

Sudden unforeseen damage caused by an external and unexpected action.

## Landlord Contents

Landlord Contents are defined as household goods, furniture and furnishings belonging to You or for which You are legally responsible, all contained in the private dwelling

house and provided by You for the use of Your Tenant(s), but excluding:

- Property otherwise insured
- Tenants' property
- Motor vehicles, marine craft, caravans and trailers, aircraft or parts, keys or accessories of, on or in any of them
- Animals and livestock
- Any item, set or collection of jewellery, precious metal, picture, other work of art, furs, stamps, coins and other such items, sets and collections
- Deeds, bonds, securities for money, manuscripts, certificates, bills of exchange, promissory notes and documents of every kind

## Domestic Employee

Any employee of the Insured (including a caretaker) carrying on solely private domestic duties in connection with the Premises (including repair, maintenance and decoration).

## Endorsement

Any alteration to this Policy wording.

## Excess

The amount of any loss You must pay Yourself.

## Period of Insurance

The period shown on Your Schedule and any subsequent period for which We accept a renewal premium.

## Tenant

Any person living at the Premises under a private rental or lease agreement with You.

## Unoccupied/Unoccupancy

Not permanently lived in by You, a Tenant(s) or any other person authorised by You.

**All other definitions as detailed in the Policy.**

# Section 1: Landlord Premises

This section only applies when a Sum Insured for this cover is shown on the Schedule

This section only applies when a Sum Insured for this cover is shown on the Schedule. We will indemnify You by payment or, at our option, by reinstatement, replacement or repair, for loss or damage to the Landlord Premises by any of the events listed 1 – 11 (and 12 - if Accidental Damage is shown on Your Schedule of Insurance) subject to the terms, limitations, exceptions and exclusions set out in this Policy.

**In the event of a loss our maximum liability is limited to the Sum Insured stated in the Schedule or endorsed thereon, less the amount of the Excess stated in the Schedule in respect of each loss except where indicated within the Policy wording.**

| EVENT   | EXCLUSIONS  |
|---|---|
| <p>1) Fire, explosion, lightning, earthquake and thunderbolt</p> <p>2) Smoke</p> <p>3) Storm or flood</p> | <ul style="list-style-type: none"><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage.</li><li>• Loss or damage caused by smoke from fireplaces</li><li>• Loss or damage caused by smog or from agricultural smudging or industrial operations</li><li>• Loss or damage caused by gradual smoke from solid fuel fires</li><li>• Loss or damage when the Premises is unoccupied for 35 consecutive days immediately prior to the loss or damage.</li><li>• Loss or damage caused by frost</li><li>• Loss or damage to fences and gates, lawns, hedges, trees, shrubs and plants, except as a direct result of damage to the private dwelling house by storm or flood.</li><li>• Loss or damage to roofs constructed with torch-on felt exceeding 10 years of age, or other felt exceeding 5 years of age.</li></ul> |

For exclusions which apply to the whole of Your Policy see General Exclusions - Pages 26 & 27

# Section 1: Landlord Premises

| EVENT   | EXCLUSIONS   |
|---|--|
| <p>4) Freezing, escape or overflow of water from within any plumbing or heating system, fixed water apparatus or fixed domestic appliance</p> | <ul style="list-style-type: none"><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• Loss or damage to any plumbing or heating system, fixed water apparatus or fixed domestic appliance due to wear and tear, rust or gradual deterioration.</li><li>• Loss or damage resulting from escape or overflow of water from gutters.</li><li>• Loss or damage caused by gradual leaking or seepage of water from any bath, shower, washhand basin and/or other sanitary fittings.</li></ul> |
| <p>5) Stealing or attempted Stealing</p>  | <ul style="list-style-type: none"><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• Loss or damage unless involving entry or exit by force or violent means.</li></ul>  |
| <p>6) Escape or overflow of oil from within any plumbing or heating system or fixed domestic appliance</p>                                    | <ul style="list-style-type: none"><li>• Loss or damage when the Premises is unoccupied for 35 consecutive days immediately prior to the loss or damage</li></ul>   |

# Section 1: Landlord Premises

| EVENT  | EXCLUSIONS  |
|--|---|
| <p>7) Impact by aircraft, aerial devices or articles dropped from them, rail vehicles, road vehicles or animals</p> <p>8) Falling trees and branches and/or external television/radio aerials, masts and satellite dishes</p> <p>9) Riot, civil commotion, strikers, labour and political disturbances</p> | <ul style="list-style-type: none"><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• Loss or damage caused by felling of trees or lopping of branches or topping</li><li>• Loss or damage to hedges and fences</li><li>• The cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy.</li><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• The first €3,000 of loss or damage if caused by the Tenant or by any person lawfully on the Premises or by any person invited onto the Premises by You or by a Tenant</li><li>• Loss or damage to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, drive-ways, footpaths, swimming pools, lawns, trees, shrubs and plants.</li></ul> |

# Section 1: Landlord Premises

| EVENT  | EXCLUSIONS  |
|--|---|
| 10) Malicious damage and vandalism   | <ul style="list-style-type: none"><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• The first €3,000 of loss or damage if caused by the Tenant or by any person lawfully on the Premises or by any person invited onto the Premises by You or by a Tenant</li><li>• Loss or damage to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, drive-ways, footpaths, swimming pools, lawns, trees, shrubs and plants</li></ul>   |
| 11) Subsidence or ground heave of the site on which the Premises stands or landslide | <ul style="list-style-type: none"><li>• The first €1,000 of each and every loss</li><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• Loss or damage resulting from demolition, structural alteration or structural repair.</li><li>• Loss or damage resulting from faulty workmanship, defective design, the use of defective materials, settlement of made up ground and coastal, lake or river erosion.</li><li>• Loss or damage to boundary walls, gates, fences, terraces, patios, driveways, footpaths, swimming pools and tennis courts unless the private dwelling house is damaged at the same time by this cause.</li><li>• Loss or damage resulting from the bedding down of any structure.</li><li>• Loss or damage to solid floor slabs or loss or damage resulting from the movement thereof unless the foundations beneath the external walls of the private dwelling house are</li></ul> |



# Section 1: Landlord Premises

| EVENT   | EXCLUSIONS  |
|---|---|
| <p>11) Subsidence or ground heave of the site on which the Premises stand or landslip (continued)</p> <p>12) Accidental damage (where indicated as covered in the Schedule)</p> | <p>damaged by the same cause and at the same time.</p> <ul style="list-style-type: none"><li>• Loss or damage from tunnelling work</li><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• Loss or damage to the Premises other than to the private dwelling house</li><li>• Any amount recoverable from the Tenant</li><li>• Loss or damage caused by domestic pets</li><li>• The cost of maintenance or normal re-decoration</li><li>• Loss or damage due to settlement, shrinkage or expansion</li><li>• Loss or damage caused by faulty workmanship, defective design or the use of defective materials</li><li>• Loss or damage as a result of tree root action</li><li>• Loss or damage caused by scratching, abrading or denting</li><li>• Any loss or damage which comes within the terms of any exclusion or limitation set out in this Policy including but not limited to paragraphs (1) – (11)</li></ul> |

# Section 1: Additional Benefits

## EVENT

### Breakage of sanitary fittings

Accidental breakage of fixed wash-hand basins, fixed baths, cisterns, fixed sanitary fittings and fixed shower units

### Service Pipes and Cables

Accidental damage to service pipes and cables for which You are legally responsible

### Satellite dishes, television/radio aerials and masts

We will indemnify You for loss or damage to external satellite dishes, television/radio aerials and masts

### Alternative accommodation

If the Premises is not fit to live in following damage by an insured cause We will pay for:

- The reasonable cost of similar alternative accommodation
- Up to two years ground rent You may have to pay

OR

- Loss of rent due to You
- Rent which continues to be payable by You

This will apply during the period necessary to put the Premises back into a fit state to live in

## EXCLUSIONS

- Loss or damage to tiles
- Loss or damage to swimming pools
- Items cracked or broken at commencement of this insurance
  
- The maximum we will pay is 20% of the Premises sum insured
- Alternative accommodation costs, ground rent or rent receivable relating to any portion of the Premises not used solely as domestic accommodation by the Tenant
- The returning of any deposits to Tenants
- Any share of rents or any other charges or expenses payable to letting agents

# Section 1: Additional Benefits

## EVENT

### Gardens

We will pay for loss or damage caused to gardens by the emergency services whilst attending the Premises to deal with any loss or damage covered by this Policy

### Purchaser's Interest

If You have contracted to sell the Premises, the contracting purchaser will have, at Your request, the benefit of this Section up to the date of completion of the sale.

This extension only applies if the Premises is not otherwise insured and shall not prejudice Your or our rights.

### Trace and access

We will pay to remove or replace any part of the Premises necessary to repair any fixed domestic water or heating installation where water or oil has escaped

### Fire brigade charges

We will pay the cost of the charges made on You by a local authority (as permitted by legislation) for fire brigade attendance, as a result of any incident which is insured by Your Policy

## EXCLUSIONS

- The maximum we will pay is €1,000
- Loss or damage to the item from which the escape has occurred
- The maximum we will pay is €2,000
- The maximum amount we will pay will be €2,000, provided no payment is made under Contents cover on this or any other Insurance Policy

# Section 1: Additional Benefits

| EVENT  | EXCLUSIONS  |
|--|---|
| <p><b>Architects /Surveyors Fees</b><br/>Architects/Surveyors and legal fees necessarily and reasonably incurred with our consent, in the reinstatement of the Landlord Premises following loss or damage covered by this Policy.</p> <p><b>Debris Removal Costs</b><br/>We will pay for the cost of debris removal, demolition and/or shoring up costs necessarily incurred with our consent following loss or damage to the Landlord Premises by an insured event.</p> <p><b>Public Authorities Requirement Costs</b><br/>We will pay the cost of complying with any Government, Local Authority, Building or other Regulation to the extent that these apply to parts of the Premises damaged by an insured cause.</p> <p><b>Reinstatement of Sum Insured after Loss</b><br/>The Sums insured will not be reduced by the amount of any loss</p> | <ul style="list-style-type: none"><li>• This cover will not apply where notice has been served on You prior to the occurrence of the loss or damage</li></ul> |

# Section 1: Liability to Others

| EVENT  | EXCLUDING LIABILITY IN RESPECT OF   |
|--|---|
| <p data-bbox="127 309 328 331"><b>Your Liability to Others</b></p> <p data-bbox="127 357 418 451">We will indemnify You against all sums which You shall become legally liable to pay as owner of the Landlord Premises for:</p> <ul data-bbox="127 477 418 742" style="list-style-type: none"><li data-bbox="127 477 418 576">(i) bodily injury or illness to any person other than<ul data-bbox="165 523 381 576" style="list-style-type: none"><li data-bbox="165 523 221 545">- You</li><li data-bbox="165 549 340 571">- Employees of You</li></ul></li><li data-bbox="127 596 418 742">(ii) Accidental Damage to property other than property belonging to or under the control of<ul data-bbox="165 692 340 742" style="list-style-type: none"><li data-bbox="165 692 221 715">- You</li><li data-bbox="165 718 340 742">- Employees of You</li></ul></li></ul> <p data-bbox="127 767 426 885">The maximum we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us is €3,175,000.</p> <p data-bbox="127 911 424 1176">In the event of Your death, We will in respect of liability incurred by You, indemnify Your personal representatives in terms of and subject to the limitations set out, provided that such personal representatives will, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of the Policy insofar as they can apply.</p> | <ul data-bbox="508 309 799 1066" style="list-style-type: none"><li data-bbox="508 309 799 379">• Any action for damage brought in a Court of Law outside the Republic of Ireland</li><li data-bbox="508 389 799 483">• The ownership or occupation of any land or building other than the Premises specified in the Schedule</li><li data-bbox="508 493 799 635">• Any profession, trade or business other than the provision of rented accommodation at the Premises specified in the Schedule</li><li data-bbox="508 644 762 667">• Any wilful or malicious act</li><li data-bbox="508 676 799 770">• Any contract or agreement which imposed on You liability which You would not have otherwise been under</li><li data-bbox="508 780 799 874">• Or arising from work of a construction or reconstruction nature or structural alterations or demolition</li><li data-bbox="508 884 799 954">• The ownership, possession or use of any mechanically propelled vehicle or craft</li><li data-bbox="508 963 799 1010">• The ownership, possession or use of any animal</li><li data-bbox="508 1019 799 1066">• The transmission of any communicable disease</li></ul> |

# Section 1: Liability to Others

## EVENT

### Your Liability to Domestic Employees

We will indemnify You against all sums which You shall become legally liable to pay as employer for death, bodily injury or illness to any Domestic Employee while in Your employment in connection with the Landlord Premises.

The maximum we will pay for any claim (or claims) arising from one cause, including costs and legal expenses agreed by us is €3,175,000.

Where indemnity to Domestic Employees is also provided under Landlord Contents, the limit of indemnity under Landlord Premises and Landlord Contents, for any claim (or claims arising from one cause) including legal costs and expenses by us is €3,175,000 in total.

In the event of Your death, We will in respect of liability incurred by You, indemnify Your personal representatives in terms of and subject to the limitations set out, provided that such personal representatives will, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of the Policy insofar as they can apply.

## EXCLUDING LIABILITY IN RESPECT OF

- Any action for damage brought in a Court of Law outside the Republic of Ireland
- Any contract or agreement which imposed on You liability which You would not have otherwise been under
- Any wilful or malicious act
- Or arising from work of a construction or reconstruction nature or structural alterations or demolition
- Accidents to independent consultants or contractors and/or their employees
- Death, bodily injury or illness caused to Tenants
- Death or injury to any employee as a result of:
  - window cleaning or painting carried out from cradles and/or hoists
  - tree felling or lopping
  - the construction of, dismantling of or work in connection with scaffolding

# Section 2: Landlord Contents

This section only applies when a Sum Insured for this cover is shown on the Schedule

We will indemnify You by payment or, at our option, by reinstatement, replacement or repair for loss or damage to the Landlord Contents by any of the events listed 1 – 11 (and 12 if Accidental Damage is shown on Your Schedule of Insurance) subject to the terms, limitations, exceptions and exclusions set out in this Policy.

**In the event of a loss our maximum liability is limited to the Sum Insured stated in the Schedule or endorsed thereon, less the amount of the Excess stated in the Schedule in respect of each loss, except where indicated within the Policy wording.**

| EVENT   | EXCLUSIONS   |
|---|--|
| <p>1) Fire, explosion, lightning, earthquake and thunderbolt</p> <p>2) Smoke</p> <p>3) Storm or flood</p> <p>4) Freezing, escape or overflow of water from within any plumbing or heating system, fixed water apparatus or fixed domestic appliance</p> | <ul style="list-style-type: none"><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• Loss or damage caused by smoke from fireplaces</li><li>• Loss or damage caused by smog or from agricultural smudging or industrial operations</li><li>• Loss or damage caused by gradual smoke from solid fuel fires</li><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• Loss or damage to the installation from which the water escaped</li><li>• Loss or damage to any plumbing or heating system, fixed water apparatus or fixed domestic appliance due to</li></ul> |

For exclusions which apply to the whole of Your Policy see General Exclusions - Pages 26 & 27

# Section 2: Landlord Contents

| EVENT   | EXCLUSIONS  |
|---|---|
| <p>4) Freezing, escape or overflow of water from within any plumbing or heating system, fixed water apparatus or fixed domestic appliance (continued)</p> | <p>wear and tear, rust or gradual deterioration.</p> <ul style="list-style-type: none"><li>• Loss or damage resulting from escape or overflow of water from gutters.</li><li>• Loss or damage caused by gradual leaking or seepage of water from any bath, shower, washhand basin and/or other sanitary fittings.</li></ul> |
| <p>5) Stealing or attempted Stealing</p>  | <ul style="list-style-type: none"><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• Loss or damage to property in outbuildings or garages</li><li>• Loss or damage unless involving entry or exit by force or violent means</li></ul>          |
| <p>6) Escape or overflow of oil from within any plumbing or heating systems or fixed domestic appliance</p>   | <ul style="list-style-type: none"><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• Loss or damage to the installation from which the oil escaped</li></ul>  |
| <p>7) Impact by aircraft, aerial devices or articles dropped from them, rail vehicles, road vehicles or animals</p>                                       | <ul style="list-style-type: none"><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• Loss or damage caused by domestic animals</li></ul>  |



# Section 2: Landlord Contents

| EVENT  | EXCLUSIONS  |
|--|---|
| 8) Falling trees and branches and/or external television/radio aerials, masts and satellite dishes | <ul style="list-style-type: none"><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• Loss or damage caused by felling of trees or lopping of branches or topping</li><li>• The cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy.</li></ul> |
| 9) Riot, Civil Commotion, Strikers, labour and political disturbances                              | <ul style="list-style-type: none"><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li></ul>  |
| 10) Malicious damage and vandalism   | <ul style="list-style-type: none"><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• The first €1,500 of loss or damage if caused by the Tenant or by any person lawfully on the Premises or by any person invited onto the Premises by You or by a Tenant</li></ul>                          |
| 11) Subsidence or ground heave of the site on which the private dwelling house stand or landslip   | <ul style="list-style-type: none"><li>• Loss or damage unless the private dwelling house is damaged simultaneously</li><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li></ul>   |
| 12) Accidental damage (where indicated as covered in the Schedule)                                 | <ul style="list-style-type: none"><li>• Loss or damage when the Premises is Unoccupied for 35 consecutive days immediately prior to the loss or damage</li><li>• Any amount recoverable from the Tenant</li><li>• Loss or damage caused by domestic pets</li></ul>  |

For exclusions which apply to the whole of Your Policy see General Exclusions - Pages 26 & 27

# Section 2: Landlord Contents

| EVENT   | EXCLUSIONS  |
|---|---|
| <p>12) Accidental damage<br/>(where indicated as covered in the Schedule) (continued)</p> | <ul style="list-style-type: none"><li>• The cost of maintenance or normal redecoration</li><li>• Loss or damage caused by failure to use in accordance with manufacturer's instructions</li><li>• Loss or damage caused by faulty workmanship, defective design or the use of defective materials</li><li>• Loss or damage caused by scratching, abrading or denting</li><li>• Loss or damage to audio or audio visual equipment</li><li>• Any loss or damage which comes within the terms of any exclusion or limitation set out in this Policy including but not limited to paragraphs (1) – (11)</li></ul> |

For exclusions which apply to the whole of Your Policy see General Exclusions - Pages 26 & 27

# Section 2: Additional Benefits

## EVENT

### Contents in the open

We will indemnify You for loss or damage by an insured cause, other than Accidental Damage (irrespective of whether cover is indicated on the Schedule), to Landlord Contents in the open within the boundaries of the Landlord Premises.

### Door Locks Replacement

We will pay the cost of replacing external door locks and keys of the Landlord Premises specified in the Schedule, where the keys of such locks have been stolen following a break-in at the Premises

### Breakage of glass

Accidental breakage of fixed glass in furniture, hobs and mirrors

### Alternative accommodation

If the Premises is not fit to live in following damage by an insured cause We will pay for:

- The reasonable cost of similar alternative accommodation
- Up to two years ground rent You may have to pay

OR

- Loss of rent due to You
- Rent which continues to be payable by You

## EXCLUSIONS

- Loss or damage to any property contained in or on any motor vehicle
- The maximum we will pay is €650
  
- Any loss arising as a result of non-returning of keys by a Tenant
- The maximum we will pay is €500
  
- Loss or damage to any item broken or cracked at the commencement of this insurance
- Loss or damage to hand mirrors
  
- The maximum we will pay is 20% of the Contents sum insured

# Section 2: Additional Benefits

## EVENT

### Fire brigade charges

We will pay the cost of the charges made on You by a local authority (as permitted by legislation) for fire brigade attendance, as a result of any incident which is insured by Your Policy.

### Reinstatement of Sum Insured after Loss

The Sums Insured will not be reduced by the amount of any loss

## EXCLUSIONS

- The maximum amount we will pay will be €2,000, provided no payment is made under Premises cover on this or any other Insurance Policy

# Section 2: Liability to Others

## EVENT

### Your Liability to Others

We will indemnify You against all sums which You shall become legally liable to pay as owner of the Landlord Contents and owner of the Landlord Premises (but only when the Landlord Premises are an apartment and the insurance arranged by the management committee does not offer indemnity to You) for:

- (i) bodily injury or illness to any person other than
  - You
  - Employees of You
- (ii) accidental damage to property other than property belonging to or under the control of
  - You
  - Employees of You

The maximum we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us is €3,175,000.

In the event of Your death, We will in respect of liability incurred by You, indemnify Your personal representatives in terms of and subject to the limitations set out, provided that such personal representatives will, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of the Policy insofar as they can apply.

## EXCLUDING LIABILITY IN RESPECT OF

- Any action for damage brought in a Court of Law outside the Republic of Ireland
- The ownership or occupation of any land or building other than the Premises specified in the Schedule
- Any profession, trade or business other than the provision of rented accommodation at the Premises specified in the Schedule
- Any wilful or malicious act
- Any contract or agreement which imposed on You liability which You would not have otherwise been under
- Or arising from work of a construction or reconstruction nature or structural alterations or demolition
- The ownership, possession or use of any mechanically propelled vehicle or craft
- The ownership, possession or use of any animal
- The transmission of any communicable disease

# Section 2: Liability to Others

| EVENT   | EXCLUDING LIABILITY IN RESPECT OF  |
|---|--|
| <p><b>Your Liability to Domestic Employees</b></p> <p>We will indemnify You against all sums which You shall become legally liable to pay as employer for death, bodily injury or illness to any Domestic Employee while in Your employment in connection with the Landlord Premises.</p> <p>The maximum we will pay for any claim (or claims) arising from one cause, including costs and legal expenses agreed by us is €3,175,000.</p> <p>Where indemnity to Domestic Employees is also provided under Landlord Premises, the limit of indemnity under Landlord Premises and Landlord Contents, for any claim (or claims arising from one cause) including legal costs and expenses by us is €3,175,000 in total.</p> <p>In the event of Your death, We will in respect of liability incurred by You, indemnify Your personal representatives in terms of and subject to the limitations set out, provided that such personal representatives will, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of the Policy insofar as they can apply.</p> | <ul style="list-style-type: none"><li>• Any action for damage brought in a Court of Law outside the Republic of Ireland</li><li>• Any contract or agreement which imposed on You liability which You would not have otherwise been under</li><li>• Any wilful or malicious act</li><li>• Or arising from work of a construction or reconstruction nature or structural alterations or demolition</li><li>• Accidents to independent consultants or contractors and/or their employees</li><li>• Death, bodily injury or illness caused to Tenants</li><li>• Death or injury to any employee as a result of:<ul style="list-style-type: none"><li>- window cleaning or painting carried out from cradles and/or hoists</li><li>- tree felling or lopping</li><li>- the construction of, dismantling of or work in connection with scaffolding</li></ul></li></ul> |

For exclusions which apply to the whole of Your Policy see General Exclusions - Pages 26 & 27

# Sections 1 & 2: Loss Settlement Basis

## Landlord Premises

Any admitted claim will be settled on a new for old basis (without deduction for wear, tear or depreciation), provided:

- (a) The Landlord Premises have been maintained in good repair,
- (b) Repair or replacement is carried out without undue delay.

Otherwise, claims will be settled on an indemnity basis with an appropriate deduction for wear, tear and depreciation.

## Landlord Contents

Any admitted claim (excluding claims for household linen, carpets and floor covering over 5 years old) will be settled on a new for old basis as follows:

- (a) TOTAL LOSS or destruction will be settled without deduction for wear, tear or depreciation,
- (b) PARTIAL LOSS will be settled by payment of the cost of repair (if repairs can be made) and subject to this cost not exceeding the replacement value of the property as new,
- (c) All CLAIMS for household linen, carpets and floor covering over 5 years old) will be settled on an indemnity basis i.e. deduction will be made for wear, tear and depreciation.

**Subject always to the Terms, Conditions and Exclusions applying to the Policy.**

## Limit of Liability

In the event of a loss in respect of Landlord Premises or Landlord Contents our maximum liability is limited to the Sums Insured stated in the Schedule or endorsed hereon.

We will deduct the amount of the Excess stated in the Schedule in respect of each loss, except where indicated within the Policy wording.

# Policy Terms and Conditions

## Observance of Conditions

The observance by You of the terms, conditions and endorsements of this Policy as far as they relate to anything to be done or complied with by You will be a condition precedent to any liability of the Company.

## Changes in Terms and Conditions

If You tell Us about or We discover something that happened during any Period of Insurance or prior to the insurance being taken out which could lead to a claim, We may change the level of cover, the premium and/or the Policy Terms and Conditions. We reserve the right to backdate this change to any date during the Period of Insurance.

## Misdescription

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material facts i.e. those circumstances which may influence Us in our acceptance or assessment of this insurance. If You are in any doubt as to whether a fact is material or not please disclose it. This condition applies at inception of Your Policy and at renewal each year.

## Maintenance and Security

You must keep the Landlord Premises in good repair and take all reasonable precautions to ensure the safety of property insured and to prevent accidents.

## Change in Risk or Circumstance

You must tell Us IMMEDIATELY of any change, which may affect this insurance or increase the risk of loss, damage or injury. Such changes include but are not limited to:

- (a) if the occupancy of the house changes materially
- (b) if the property becomes Unoccupied and You are not

actively seeking tenants\*

- (c) if a business is being carried on from the Premises other than the provision of rented accommodation,
- (d) if the property is being structurally altered,
- (e) if an extension is being built,
- (f) if non standard materials are used in the construction of a new extension.

You must tell Us at renewal if the property is Unoccupied, regardless as to whether You are actively seeking tenants\* or not.

\*If it transpires at point of claim that the property was Unoccupied on the date of loss We will require proof that You have been actively seeking tenants.

Failure to advise Us of such a change could invalidate the cover provided or could result in a claim being rejected or reduced. If You are in any doubt as to whether a change is material or not please notify Us.

## Fraud

If any claim under this Policy is in any respect fraudulent, or if any fraudulent means or devices (including inflation or exaggeration of the claim, or submission of forged or falsified documents) are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, all benefit is forfeit.

## Cancelling this Policy

You may cancel the Policy at any time by written notice.

We may cancel the Policy at any time by issuing a written notice to You at your last known address.

If there has been no claim on the policy We will return the premium for the unexpired Period of Insurance provided same has been paid.



# Policy Terms and Conditions

## More than one Premises Insured

The Landlord Premises and/or Landlord Contents thereof, situate where indicated on the Schedule, are insured as if each had been the subject of a separate Policy.

## Mortgagee Clause

The interest of a Mortgagee in this insurance shall not be prejudiced by any act or neglect of the Mortgagor (or Occupier of the Premises) whereby the risk of loss or damage is increased without the authority or knowledge of the Mortgagee, provided the Mortgagee shall, immediately on becoming aware thereof, give notice in writing to Us and on demand, pay such additional premium as We may require.

## Claim Cheques

If an Interested Party is noted on the Policy, claim cheques may be made payable in the joint names of the Insured and the Interested Party.

## Inflation Protection

Your sums insured may be automatically adjusted each month and updated annually at renewal date.

- a) Landlord Premises Sums Insured may be adjusted in accordance with the House Building Cost Index issued by the Department of the Environment or by any other percentage We consider appropriate.
- b) Landlord Contents Sums Insured may be adjusted in accordance with the Household Durable Goods Section of the Consumer Price Index, or by any other

percentage We consider appropriate.

These adjustments may not be sufficient for Your needs and You should periodically review Your own Sums Insured.

## Other Insurances

If at the time of any incident, which results in a claim under this Policy, there is any other insurance covering the same liability, loss or damage, We will pay only our rateable share.

# Terms and Conditions - Claims

## 1 Your Duties and Our Rights

- (a) **What You must do**  
You must tell Us immediately of any loss, damage or accident and give details of how the loss, damage or accident occurred. You will be required to retain all damaged property. In addition You will be required to produce, at Your own expense, all necessary documents and information to support any loss and forward these to Us, together with a completed Claim Form, within 30 days of first notifying Us of the incident.
- (b) **Do Not Proceed**  
You must not proceed with repairs (other than emergency repairs necessary to limit damage), investigative work or clean up work following escape of oil without our prior approval.
- (c) **Send Us**  
Any writ, letter, summons, notice of prosecution or other legal document You receive must be sent to Us, unanswered, on receipt.
- (d) **Do not negotiate**  
You, or any other person insured under this Policy, or anyone else acting on Your behalf must not negotiate, admit or repudiate any claim without our written consent.
- (e) **Tell the Gardai**  
You must advise the Gardai or Police about any incident of stealing, attempted stealing or vandalism, or loss, destruction, damage or injury by malicious person/s immediately You become aware of this.

## 2 We are entitled to

- (a) **Defend or settle legal action**  
Take over and conduct in Your name, or in the name of any other person indemnified by this Policy, the defence or settlement of any legal action.
- (b) **Act to recover payment**  
Take proceedings at our own expense and for our own benefit, but in Your name, or in the name of any other person indemnified by this Policy, to recover any payment We have made under this Policy.
- (c) **Co-operation from You**  
Receive all necessary assistance from You or any other person indemnified by this Policy.
- (d) **Salvage**  
Enter any Premises where loss or damage has occurred and deal with any salvage in a reasonable manner. However, no property may be abandoned to Us.
- (e) **Expert Approval**  
Should You retain any experts or contractors other than those carrying out emergency works without our express consent, the engagement of these experts or contractors will at all times be subject to our approval and We reserve the right to select experts from our own panel.

## 3 Disagreement Over a Claim

This Policy shall be referred to an Arbitrator or if necessary to two Arbitrators, one to be appointed by each of the parties within one month after having being requested. The Arbitrators shall appoint an Umpire who shall sit with the Arbitrators and in the case of disagreement the Arbitrators shall submit to the decision of the Umpire. The making of an award shall be a Condition Precedent to any right of action against Us. Differences not referred to arbitration within twelve calendar months from the date on which the difference occurred will be deemed to have been abandoned.

**NOTE:**  
This condition does not affect your right to refer any claim or query to the Financial Services Ombudsman's Bureau, details which are included at the end of this policy under 'Consumer Information'.

# General Exclusions

We shall not be liable for

## 1 Radioactive Contamination:

- (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or
- (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## 2 Sonic Boom

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

## 3 Confiscation

Loss of or damage due to confiscation, requisition or destruction by order of any Government, or Public or Local Authority.

## 4 Consequential Loss

Consequential loss or damage of any kind except as set out in this Policy.

## 5 Fees

Fees incurred in the preparation of any claim.

## 6 Sets and Matching Items

Any undamaged item which forms part of a set, pair, suite or any other article of a uniform nature even when replacements cannot be matched. We will only be liable for the value of the particular item, part or parts that have been lost or damaged.

## 7 Wear, Tear and as undernoted:

- Wear, tear, rust or corrosion
- Gradual deterioration or any gradually operating cause
- The cost of maintenance
- Mildew, rising damp, dry/wet rot, moth, vermin, insects, atmospheric or climatic conditions
- Damage caused by any process of cleaning, dyeing, repairing or restoring any article
- Mechanical, electrical or electronic defects, breakdown or malfunction

## 8 Business, Trade or Professional Purposes

This Policy does not provide cover for any property held in connection with any business, trade or professional purpose other than as owner of the Landlord Premises and Landlord Contents.

## 9 Pollution or Contamination

We will not pay for damage caused by or resulting from pollution or contamination, other than damage caused by:

- (a) Pollution or contamination which results from damage by an insured event, or
- (b) An insured event which results from pollution or contamination.

# General Exclusions

## 10 War and Terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
- (b) Any act of terrorism.

An act of terrorism means an act, including but not limited to the use of force or violence and/or 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 other purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This insurance also excludes liability, 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 (a) and/or (b) above.

If the Company alleges that by reason of this exclusion any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this General Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## 11 Cyber Risk

This Policy does not apply to liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- (a) The loss of, alteration of or damage to, or
- (b) A reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.

## 12 Deliberate or Criminal Act

This Policy does not provide cover for any claim resulting from deliberate or criminal acts by You or anyone acting on Your behalf or with Your consent or by Your Domestic Employee.

# Endorsements

## (operative only if indicated on the Schedule)

### E41: No Claims Discount

No Claims Discount is a discount that you receive if you have not made a claim. The amount of the discount is based on your claims history. If no incident occurs during the period of insurance that results in a claim, your no claims discount will increase by one year. If you make a claim during the period of insurance, your no claims discount will reduce to nil years.

# Making a Claim

If You have any queries or if You need any advice in making a claim just contact us on our claims helpline number 1890 77 99 99 which is open 9am to 5pm Monday to Friday.

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

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

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

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

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

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

# Consumer Information

## Your insurer

The underwriter of Your insurance is Allianz p.l.c., having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4, companies registration office no. 143108. Vat no IE0646922D. Our contact details are: telephone: 01 6133000 fax: 01 6133630, and email: [info@allianz.ie](mailto:info@allianz.ie).

## Regulatory Status

Allianz p.l.c. is regulated by the Central Bank of Ireland.

## Main business

Allianz p.l.c. is a non-life insurance which underwrites personal, commercial, education, religious and social insurance products.

## How we charge

The charge for Our services is the premium (including applicable government levies and/or premium taxes).

## Default

Non-payment of Your premium or part thereof or breach by You of certain conditions of Your policy may lead to Your policy being revoked or cancelled.

## Language

Your policy and all communications with You or by You to Us will be in English.

## Compensation

Please note that in the event of Allianz being unable to pay a claim, You may be entitled to compensation from the Insurance Compensation Fund in Ireland.

## Right of Withdrawal

You have the right to withdraw from this policy, provided You have not made a total loss claim, within 14 days of the latest of:

- (1) the starting date of cover, or
- (2) the date on which You receive the full terms and conditions of Your Policy.

Withdrawal effectively means that no policy was ever in place, and You may exercise this right by notice in writing to Us at the address given above, quoting Your policy number. Should You exercise this right We will refund You any part of Your premium You have paid less an administration fee. If the cover is motor insurance, the premium cannot be refunded until the Allianz Certificate of Motor Insurance and Insurance Disc have been returned to Allianz. Please note that the right of withdrawal does not apply if the insurance policy under which insurance cover is provided is for less than 1 month.

## Governing law

The laws of Ireland will apply to Your policy and the Irish courts will have jurisdiction to hear any dispute.

## Policy Alterations, Additional and Return Premiums

When you make an alteration to Your policy We will re-calculate your premium, which may result in an additional premium due to Us, or a return premium due to You. If the alteration to the policy results in an additional premium due to Us, or a refund due to You We will only charge or refund such premium provided this amount is greater than or equal to €25 plus applicable Government Levy.

## Alteration to terms and conditions

In the event of a claim We may advise You, at the time of Your next renewal, of altered policy terms and conditions which increase Your premium and/or excess, and/or reduce cover.

# Consumer Information

## Complaints

We aim to deliver the very highest standards of customer care. If You have any enquiry or complaint, please contact, with Your policy/quote number and details:

**Head of Customer Focus,  
Allianz p.l.c.,  
Allianz House,  
Elmpark,  
Merrion Road,  
Dublin 4.  
Tel: 01 – 613 3000  
info@allianz.ie**

If Your complaint is not resolved to Your satisfaction and You remain dissatisfied with Our final response to Your complaint You can refer Your complaint to:

**(1) The Financial Services Ombudsman**

**Bureau,  
3rd Floor,  
Lincoln House,  
Lincoln Place,  
Dublin 2.  
Locall: 1890 – 882090  
Tel: 01 – 662 0899  
Fax: 01 – 662 0890  
Email:  
enquiries@financialombudsman.ie  
Website:  
www.financialombudsman.ie**

and/or

**(2) Insurance Information Services –**

**Irish Insurance Federation,  
39 Molesworth Street,  
Dublin 2.  
Tel: 01 – 676 1914  
Fax: 01 – 676 1943  
Email: iis@iif.ie  
Website: www.iif.ie**





Allianz p.l.c.,  
Allianz House,  
Elmpark,  
Merrion Road,  
Dublin 4.

Telephone: (01) 613 3000

Fax: (01) 613 4444

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

Website: [www.allianz.ie](http://www.allianz.ie)

Calls may be recorded or monitored for regulatory, training and quality purposes.

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