



LAMP Insurance Company Limited RENTASSURED LANDLORD INSURANCE POLICY

This Policy is arranged and administered by RentAssured on behalf of the Insurer listed below. RentAssured is a trading name of InsurePlus Limited. It is underwritten by LAMP Insurance Company Limited, whose registered office is Suite 934, Europort, Gibraltar; company registration number 93562. LAMP Insurance Company Limited is licensed by the Financial Services Commission of Gibraltar under the Financial Services (Insurance Companies) Act to carry on insurance business. LAMP Insurance Company Limited is a subsidiary of LAMP Group Limited, Chester House, Harlands Road, Haywards Heath, West Sussex, United Kingdom RH16 1LR, company registration number 4842581.

- 1 InsurePlus Limited (trading as RentAssured) (the “Administrator”) will administer this Policy for You and will be the point of contact for any queries relating to this Policy. You can contact InsurePlus Limited at:
Suite 1 Grange Road Office Park,
Grange Road,
Rathfarnham,
Dublin 16
Tel: 00 353 1 495 2690
Email: info@rentassured.ie

InsurePlus Limited, whose registered office is also at Suite 1 Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16, has company registration number 462339 and is authorised and regulated by the Central Bank of Ireland.
- 2 Where words in this document have been capitalised, such as ‘Policy Schedule’, it means they have been given a special meaning which is explained in the section entitled ‘Meaning of Words’. Throughout this document ‘We’, ‘Us’, ‘Our’ or ‘Insurer’ means LAMP Insurance Company Limited and ‘You’ or ‘Your’ means the Insured.
- 3 This Policy comprises of:
 - a. the Policy wording set out in this document, which contains details of the Benefits, terms, conditions and exclusions of this Policy;
 - b. the Policy summary (Key Facts) document, which provides a summary of the main Policy terms and conditions;
 - c. Your Policy Schedule, showing who is covered under the Policy, the Property, the Period of Insurance, the Premium and the maximum Policy Limit; and
 - d. any additional endorsements.
- 4 Please read these documents fully and carefully to familiarise Yourself with the details of Your Policy and what is and is not covered.
- 5 Please note that there are specific conditions and exclusions which apply to specific sections of the Policy and there are general conditions and exclusions which apply to the Policy as a whole. Your Policy Schedule is evidence that the Policy application has been accepted for cover and that the Policy has been incepted. This Policy is effective during the Period of Insurance specified in Your Policy Schedule.
- 6 Subject to payment of the Premium specified, and subject to the Policy terms, conditions and exclusions, this Policy provides You with the following Benefits during the Period of Insurance up to the Policy Limits shown on Your Policy Schedule, if during the Period of Insurance You incur a Loss as a result of:
 - a. being unable to obtain Rent due from Your Tenant under the Tenancy Agreement;
 - b. the Tenant, upon vacating the Property, inflicting Malicious Damage upon the Property which You need to repair in order to re-let the Property;
 - c. the Tenant, in ceasing to pay Rent, refusing to vacate the Property, meaning You have to take action through the PRTB to enforce the PRTB determination, potentially through to Eviction of the Tenant;
- 7 Benefit will only be paid under this Policy up to the Policy Limit for that particular Claim for Loss. We will not pay any Benefit under this Policy where You have not properly served the appropriate notices on the Tenant and/or have not complied with the requirements of the PRTB and its procedures.

Under relevant European (Third EU Non-Life Insurance Directive) and Irish law the parties to a proposed contract of insurance are free to choose the law applicable to that contract. We state that this Policy is subject to Irish law (unless specified otherwise).

MEANING OF WORDS:

Wherever the following words and phrases (shown here in **BOLD**) appear in this Policy starting with a capital letter they will always have these meanings:

Administrator	InsurePlus Limited, trading as RentAssured, of Suite 1 Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. Tel: 00 353 1 495 2690 Email: info@rentassured.ie
Benefit(s)	means indemnity for the types of Losses covered under this Policy, paid to You in the event of a valid Claim.
Claim	means a valid claim for Benefit made by You in accordance with the terms and conditions of this Policy.
Claims Service Provider	means a company appointed by Us to assist in the administration of a Claim, especially in relation to Claims under section 1.3 of this Policy. Details of the Claims Service Provider are available from the Administrator.
Eviction	means the forcible expulsion of the Tenant from the Property due to breach of the Tenancy Agreement.
Excess	means the amount You must pay in contribution to any Claim on the Policy, being one month's Rent.
Loss(es)	means the amount of loss You incur upon occurrence of an event covered by this Policy, and which is the subject of a case with the PRTB; for example Rent Loss is the amount due to You from the Tenant, which is unpaid and overdue to You.
Malicious Damage	damage committed on the Property without Your consent, motivated by spite, malice or vindictiveness. The perpetrator's intention is to damage the Property.
Period of Insurance	means the period of this Policy, as shown in the Policy Schedule.
Policy Limit	means the maximum and total Benefit We will pay per annum per valid Claim (or set of Claims under a single Tenancy Agreement breach) under this Policy, as shown on Your Policy Schedule (and subject to any applicable Excess).
Policy Schedule	means the schedule issued to You by Us which contains details of Your cover, the Premium, the Period of Insurance and any additional information regarding Your cover under this Policy.
Premium	means the annual premium (plus any Insurance Premium Tax(es) (IPT), government levy and stamp duty at the prevailing rate(s)), payable by You for this Policy, as shown in Your Policy Schedule.
Property	means the let private dwelling owned by You and let to the Tenant under a Tenancy Agreement, solely for domestic purposes (home office use is permitted where agreed within the Tenancy Agreement and as permitted under any appropriate buildings insurance) .
PRTB	means the Private Residential Tenancy Board of Ireland.
Reasonable Prospects of Success	(in reference to a claim under section 1.3 which proceeds to legal action) the likelihood that the amounts You are awarded (and reasonably expect to obtain) exceed the cost of obtaining them, together with any amounts awarded against You, such likelihood being greater than 51%.
Rent	means the monthly amount due to You from the Tenant for lease of the Property, as set out in the Tenancy Agreement.
Stubbs Gazette	is a publication that provides details of insolvencies and court actions taken against businesses and individuals in the United Kingdom and Ireland.
Tenancy Agreement	means the written and signed tenancy agreement between You and Your Tenant for the Property, compliant with the Residential Tenancies Act 2004 (and any subsequent amendment), governing the rights and obligations of You and Your Tenant, and as registered with the PRTB.
Tenant	means the individual(s) to whom You have let Your Property, under a Tenancy Agreement.
Territory	means the territorial limits of this Policy, being the Republic of Ireland.
We/Us/Our/Insurer	means LAMP Insurance Company Limited.
You/Your/Policyholder	means the insured (the landlord of the Property) as shown on the Policy Schedule.

TERMS AND CONDITIONS

1. Benefits

Following payment of the appropriate Premium when due and subject to

- (i) the exclusions set out throughout this Policy; and
- (ii) the Terms and Conditions

We will arrange and/or pay for the following Benefits and services shown in this Policy up to the Policy Limits where You have incurred a Loss due to a dispute under a Tenancy Agreement.

1.1 Rent Guarantee

We will provide the Benefit to You if, having entered into a Tenancy Agreement with the Tenant, and having abided by all the terms and conditions of that Tenancy Agreement, You are unable to obtain payment of the Rent from the Tenant for two or more months and have referred the dispute to the PRTB.

Benefit will be paid, subject to the Excess shown on Your Policy Schedule, up to the Policy limit shown on Your Policy Schedule. Each Claim will continue to be paid until the earliest of a) 12 months of Claim, and/or the Policy Limit being reached, b) vacant possession of the Property being gained or c) the Tenant resuming paying the Rent to You. In the

event of the Claim resulting in vacant possession of the Property, the Policy will, subject to the terms, conditions and exclusions of the policy and Policy Limit, provide a maximum further coverage of up to one month's Benefit until a new Tenancy Agreement starts; where such new Tenancy Agreement starts sooner than one month after vacant possession is gained, that month's Benefit will be pro-rata'd accordingly.

The maximum Benefit We will pay per month per Claim is the monthly Rent as declared by You to Us at the inception of the Policy, or the monthly amount of Loss, whichever is the lesser.

1.2 **Malicious Damage**

We will provide the Benefit to You if, having entered into a Tenancy Agreement with the Tenant, and having abided by all the terms and conditions of that Tenancy Agreement, upon the Tenant vacating the Property they have caused Malicious Damage to the Property, requiring repair in order to re-let the Property.

Benefit will be paid, subject to the Excess shown on Your Policy Schedule, up to the Policy Limit shown on Your Policy Schedule. You will need to evidence, upon claiming for Malicious Damage cover, that You have conducted regular inspections of the Property at intervals of no less than every six months, and that all such inspections found no undue damage to the Property during the life of the Tenancy Agreement.

You will also need to provide evidence to support the cost of Your claim for repairs, in the form of official invoices and/or receipts, or other documentation as required, and photographic evidence of the Malicious Damage requiring repair.

Benefit does not extend to damage by wear and tear or gradual deterioration, deliberate (but not malicious) damage or accidental damage.

1.3 **Rental Default Assistance and Enforcement Cover**

We will provide the Benefit to You if, having entered into a Tenancy Agreement with the Tenant, You having abided by all the terms and conditions of that Tenancy Agreement and this Policy, the Tenant ceases to pay Rent, and You require qualified support to assist in Your PRTB case, its enforcement and potential Eviction of the Tenant. Subject to the Policy Limit and Excess shown on Your Policy Schedule, Benefit extends to:

- a) Arbitration cover, providing expert support to You in Your pursuance of the case through the PRTB
- b) Enforcement cover, in the event that the Tenant refuses to abide by the PRTB determination
- c) Eviction cover, in the event that the Tenant refuses to vacate the Property, in order that You can regain possession of the Property.

We will appoint and instruct a Claims Service Provider to assist with the PRTB processes, and will appoint a solicitor (in the first instance) to handle the legal case as required, and will cover the costs of such Claims Service Provider and the solicitor, subject to the Policy Limit and Excess shown on Your Policy Schedule.

2. General Terms and Conditions

- 2.1 We will not pay any Benefit under this Policy unless the Premium has been paid.
- 2.2 You must comply with all the terms and conditions of this Policy before any Claim under it will be paid.
- 2.3 You shall take all reasonable steps to ensure the smooth running of the tenancy, including ensuring that all statutory requirements are complied with regarding the issue and service of any and all due notices, and abide by all the terms of the Tenancy Agreement.
- 2.4 You shall conduct regular inspections of the Property at intervals of no less than every six months, and keep full, proper and detailed records of those inspections and the condition of the Property at the time of inspection.
- 2.5 You shall keep and maintain clear and up-to-date records regarding the tenancy, the Tenancy Agreement and the Rent.
- 2.6 You shall comply with all processes and procedures set out by the PRTB, including serving notices correctly and on time.
- 2.7 You must comply with all aspect of the Residential Tenancies Act 2004 (and any subsequent amendment) at all stages of the tenancy process. In all situations recourse should be sought initially through the PRTB.
- 2.8 In the event that the Tenant makes payment of Rent arrears in part, You shall ensure such is on the express understanding that it is being taken on account of the longest standing sum of arrears that are then due and that it is received without prejudice to any termination notice and/or any proceedings taken pursuant thereto.
- 2.9 The Rent due to You under the Tenancy Agreement must be due to You from the Tenant, and not from any other third party (directly or indirectly). This Policy will not indemnify You where You are unable to obtain Rent from a third party.
- 2.10 You must take every reasonable step to resolve any dispute and/or recover any overdue Rent prior to referral to the PRTB. Upon referral to the PRTB You shall, with utmost priority, do all such things and take all such steps as may be required of You by the PRTB to resolve the dispute, follow all PRTB recommendations and co-operate fully with Us, the Administrator, the Claims Service Provider and/or the solicitor as required, including regarding the service of any notice(s).
- 2.11 If You shall receive any monies (whether from the Tenant, some other insurance, the PRTB or the PRTB award, Court or any other third party) in respect of which You have received Benefit under this Policy, these monies shall be paid forthwith to Us.
- 2.12 Upon payment of a Claim, We shall be subrogated to:

- 2.12.1 all Your rights of recovery of the sums included therein, and
 - 2.12.2 all Your right, title and interest in, and Your right to receive payments of all or part of the Claim.
 - 2.12.3 You shall execute and deliver all documents and instruments and do whatever is reasonably necessary to secure subrogation and other recovery rights for Us upon payment of a Claim. You shall do nothing to prejudice Our rights.
- 2.13 The Excess You must pay in the event of any Claim is shown on Your Policy Schedule, and any Claim will only be paid where the amount of Loss suffered by You exceeds the Excess amount. The Excess will only apply once per Claim (or set of Claims) under a specific Tenancy Agreement breach within the Period of Insurance; if there is more than one Tenancy Agreement entered into for the Property during the Period of Insurance, the Excess will be applicable per each Tenancy Agreement.
- 2.14 You must take reasonable care to make sure that all facts and information that You provide to Us at the start of this Policy and throughout the life of the Tenancy Agreement and this Policy, are accurate and complete. You must make a fair presentation of the risk to Us and ensure You have asked the same of the Tenant (including referencing the Tenant in accordance with clause 4.1). If You fail to exercise reasonable care, We may have a remedy against You for a breach of the duty of fair presentation if We, but for the breach:
- 2.14.1 would not have entered into the Policy at all; or
 - 2.14.2 would have done so only on different terms.

We may avoid this Policy (which means that We will treat it as if it had not existed from the start date of the Policy) if You:

- 2.14.3 deliberately or recklessly gave Us inaccurate or incomplete information; or
- 2.14.4 did not take reasonable care to give Us accurate and complete information in circumstances where We would not have issued this Policy at all, had We known about such information.

In all other cases, if You fail to exercise reasonable care We may refuse to pay all or part of any Claim. If We would have provided cover to You on different terms, had You provided Us with accurate and complete information, then the Policy will be treated as if it had contained such terms. In such circumstances, We will only pay a Claim if it would have been covered by a Policy containing the different terms, conditions or exclusions that We would have applied.

If We would have provided You with cover under this Policy at a higher Premium, the amount payable on any Claim will be reduced proportionately based on the amount of Premium that We would have charged; for example, We will only pay half of the Claim if We would have charged double the Premium. If you fail to do so, We may cancel this Policy and recover from You any amounts We have incurred.

- 2.15 You must give proper instructions and provide Us, the Claims Service Provider, the Administrator and Your solicitor full, proper and truthful information at all times and at Your expense.
- 2.16 Nothing in this policy shall require Us to accept any proposed risk if in Our sole discretion We decline to do so.
- 2.17 We may set off amounts due from You against Claims received.
- 2.18 We will be entitled to apply the principle of rateable proportion to the cumulative value of Loss under this insurance, should another policy of insurance protecting You be in existence. You agree not to recover more than the amount of the Loss from any and all of such policy or policies combined.

3. General terms and conditions applying specifically to Benefits under section 1.3 of this Policy

- 3.1 We will pay the cost of the legal proceedings to the extent they are not recovered from another party after all reasonable efforts have been made to recover them, up to the Policy Limits.
- 3.2 You must give proper instructions and provide Us, the Claims Service Provider, the Administrator and Your solicitor full, proper and truthful information at all times and at Your expense.
- 3.3 You must instruct Your solicitor to:
 - 3.3.1 Disclose to Us relevant case papers and other documents if We ask for them (whether or not privileged); and
 - 3.3.2 Provide to Us regular updates on the progress of Your case; and
 - 3.3.3 Account to Us with all sums recovered in respect of amounts We have paid or insured under the terms of this Policy.
- 3.4 You must not do anything to prejudice Your case.
- 3.5 We shall have complete control over PRTB cases, enforcement of PRTB determinations and legal proceedings
- 3.6 You do not have to accept the solicitor nominated by Us; once proceedings are contemplated, You may choose Your own solicitor on condition that he or she has, in Our opinion, the necessary competences and undertakes to recover (as far as practicable) all the legal expenses incurred, and that You agree to pay any additional legal expenses incurred as a direct result of Your change of solicitor. If You are unable to agree with Us on a suitable solicitor, We will ask the Irish Law Society to name another solicitor who will be prepared to work within the terms and conditions of this Policy with this proviso, and You and We must accept the Irish Law Society's nomination. In the meantime We may appoint a solicitor on Your behalf to safeguard Your interests.
- 3.7 Only if legal proceedings have been contemplated or a conflict of interest arises can You choose a solicitor.
- 3.8 Unless You are acting with Our prior written authorisation We will not be bound by any promise or undertaking given by You to the solicitor.

- 3.9 Should We determine that Your case does not have (or no longer has) Reasonable Prospects Of Success, You may challenge Our decision by asking Us to commission (at Your expense) an independent barrister's opinion on the matter; if the opinion supports Our position, You shall bear the cost of it, but if it does not We shall bear the cost and shall moreover continue to pursue Your Claim under this Policy.

4. Special Conditions

IT IS A CONDITION of this Policy that:

- 4.1 You must confirm, when You apply for cover under this Policy, that full and proper referencing of the Tenant has been conducted (and will be conducted for each and every new Tenant during the Period of Insurance) via the RentAssured 'Tenant Check' service prior to entering into the Tenancy Agreement, and no adverse results were returned. This includes Your Tenant completing the application form and providing the supporting documentation requested, including (but not limited to):
1. Validation that the Tenant is who they say they are, obtaining a copy of the passport or driver's licence with validation across Europe;
 2. Collection of the Tenant's payslip and validation that employee details are correct;
 3. Checks against the Tenant's previous address(es);
 4. Checks for any PRTB determinations, judgements or other legal actions against the Tenant;
 5. Checks for any previous or current bankruptcy of the Tenant;
 6. Checks for any disqualification of the Tenant as a director of a company;
 7. Checks for any tax default of the Tenant;
 8. Checks for any personal insolvencies of the Tenant;
 9. Checks against the Stubbs Gazette database for any historical or current actions against the Tenant.

If any adverse results are obtained in respect of any of these items and the Tenant is 'Not Approved' by the 'Tenant Check' You will not be eligible for insurance under this Policy.

- 4.2 You will also be required to obtain the Tenant's PPS number to properly register the tenancy with the PRTB.
- 4.3 You further confirm that the Tenant shall have no access to or possession of the Property until a valid Tenancy Agreement has been signed by both You and the Tenant, and the first month's Rent plus the security deposit (equivalent to at least one month's Rent) has been received by You from the Tenant as cleared funds.
- 4.4 You must properly and correctly register each and every Tenancy Agreement with the PRTB.
- 4.5 Except as prior agreed by Us in writing, You must apply for cover within 30 days of the start of the Tenancy Agreement. Where We agree to provide cover more for a tenancy more than 30 days after the start of the Tenancy Agreement, You must warrant that:
- 4.5.1 the existing Tenant at the Property has to date paid all Rent due properly and on time, in accordance with the Tenancy Agreement;
 - 4.5.2 the existing Tenant at the Property has to date kept the Property in a good state of repair, and You know of no deliberate or Malicious Damage caused to the property during the life of the Tenancy Agreement; and
 - 4.5.3 full and proper referencing of the Tenant had been conducted prior to entering into the Tenancy Agreement, and no adverse results were returned.

We will not agree, and there will be no cover in place, unless You have confirmed as per clauses 4.5.1, 4.5.2 and 4.5.3.

- 4.6 Except as prior agreed by Us in writing, or where this product was introduced or sold to You by such party, You shall not disclose to any third party (including the Tenant) the existence of this Policy or any details relating to any arrangements entered into between You and Us, except that the parties shall be entitled to make disclosure upon the order of any Court of competent jurisdiction, to their respective auditors and advisers or to a regulatory body such as (but not limited to) the Central Bank of Ireland or the Financial Conduct Authority.

5. Policy Exclusions

You are not insured and We will not pay a claim for Benefit under this Policy in respect of:

- 5.1 any Losses incurred on Tenancy Agreements incepting outside the Period of Insurance (except with Our prior written consent);
- 5.2 any Losses arising from an incident occurring outside of the Period of Insurance;
- 5.3 any Loss You incur due to the Tenant dying;
- 5.4 any Tenancy Agreement which is with a relative or member of Your family, or where You or a member of Your family is resident in the Property during the tenancy;
- 5.5 any Rent Loss in excess of what We/the PRTB consider to be market rate customarily charged as Rent for that particular type of property;
- 5.6 any Loss arising from or relating to any issue which existed prior to the existence of this Policy;
- 5.7 any Loss (including Loss of Rent, and including partial recovery of Rent under the PRTB case) due to Your action or inaction.
- 5.8 any Loss due to the PRTB deeming the Rent to be unreasonable;
- 5.9 any deliberate (but not malicious) damage to Your Property; where the perpetrator has full knowledge their actions will alter the current state of the Property, but without any spite, malice or vindictiveness.
- 5.10 a Loss arising directly from the error, negligence, negligent act or omission, fraud, fraudulent misrepresentation or wilful default of You, or Your officers, partners, employees, agents and representatives;

- 5.11 a Loss arising directly from the negligence, fraud or fraudulent misrepresentation of the Tenant, where You were (or should reasonably have been) aware of such negligence, fraud or fraudulent misrepresentation.
- 5.12 any Claim by You in excess of the Policy Limit;
- 5.13 any Claim which was not reported to Us or the Administrator in accordance with the Claims procedure;
- 5.14 any Claim arising from an event outside the Territory;
- 5.15 any Losses, or increase in Losses, caused by You failing to comply with the PRTB processes, or by the PRTB case failing due to the Your negligence;
- 5.16 a claim under this Policy which is not a valid Claim;
- 5.17 A claim for legal assistance under section 1.3 of this Policy if We consider that:
 - 5.17.1 Your case does not have Reasonable Prospects of Success;
 - 5.17.2 An offer received in respect of Your Loss, from the Tenant or a third party, is a reasonable settlement of Your case, whereupon We shall notify You to that effect, and shall be under no obligation to pay for You to initial or continue legal proceedings under this Policy other than implementing, if accepted, the terms of the offer;
 - 5.17.3 You have withdrawn instructions from Us, the Claims Service Providers, Our Administrators or the solicitor without Our prior consent, or if You cease to co-operate with such parties;
 - 5.17.4 Your case is or has become linked with or is intended to follow a test case or is or has become part of a multi-party action;
- 5.18 Your travelling expenses or subsistence allowances under any section of this Policy;
- 5.19 any sums which could be covered by any other warranty, policy, insurance or guarantee or recovered under common law or under contractual liability (except the Tenancy Agreement);
- 5.20 any Loss resulting from Your fraudulent activity; You must not act in a fraudulent manner. If You, or anyone acting for You, make a claim under this Policy knowing the claim to be false, or fraudulently exaggerated in any respect; or make a statement in support of a claim, knowing the statement to be false in any respect; or submit a document in support of a claim, knowing the document to be forged or false in any respect; or make a claim in respect of any Loss or damage caused by Your wilful act, or with Your connivance, then We shall not pay the claim;
- 5.21 any Loss resulting directly or indirectly from war, hostilities (whether war be declared or not), terrorist activity, revolution, military or usurped power, civil commotion or any similar event;
- 5.22 any Loss resulting directly or indirectly from radiation or contamination or the effects of radiation.

6 Cancellation

- 6.1 We can cancel this Policy if any of the following happen:
 - 6.1.1 You fail to comply with the terms and conditions of this Policy
 - 6.1.2 You fail to pay Us the Premium when due
 - 6.1.3 You give Us false or misleading information
 - 6.1.4 If a claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain Benefits under this Policy, We shall not be liable in respect of that claim and shall be entitled to end this Policy immediately and any sums previously paid by Us shall be immediately returned.
- 6.2 You can cancel this Policy. You have a statutory right to cancel this Policy within 14 days from the day of purchase or renewal of the Policy, or the day on which You receive the Policy or renewal documentation, whichever is the later. If, when reading this Policy, You decide that it does not meet Your needs, please return it, together with the Policy Schedule, to the Administrator. On condition that You have not already made a Claim and accept that You cannot make one later, Your Premium will be refunded. The contract between You and LAMP Insurance Company Limited will be annulled, which means it will be treated as if it had never existed.
- 6.3 If You wish to cancel and the Period of Insurance has not yet commenced, You will be entitled to a full refund.
- 6.4 You may cancel the Policy after 14 days; no refund will be issued.
- 6.5 To cancel Your Policy or for further information please contact the Administrator.

7 Correspondence or Queries about this Policy

Should You need to make contact with Us or should You have any queries about this Policy, or should You need to change any of the details of Your Policy, please contact the Administrator at InsurePlus Limited, Suite 1 Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. Tel: 00 353 1 495 2690. Email: info@rentassured.ie. Please remember to provide Your name, a contact telephone number, Your Policy number and the nature of Your query.

8 Claims

- 8.1 In the first instance, in the event of Rent arrears or a dispute with the Tenant, You should refer to and follow the PRTB procedures. A Claim under this Policy will require copies of notices and evidence they were validly served. A Claim form, with full explanations of the processes, is available from the Administrator.
- 8.2 A Claim under section 1.1 or 1.3 of this Policy must be lodged within 7 days of serving the PRTB-compliant 'Termination of Lease' letter. A Claim under section 1.2 of this Policy must be lodged within 7 days of the vacation of the Property by the Tenant. Full details of the Claims process can be obtained from the website at www.rentassured.ie or by contacting the Administrator. You will need to detail the circumstances of the Claim, date incurred, the sections of the Policy under which You wish to lodge a Claim, and amounts of Loss being claimed. Where Your Claim involves malicious damage the Garda should be notified and a Garda report obtained.

- 8.3 You must provide, at Your own expense, information about the Claim on Our request; this information shall include, but is not limited to a copy of the Tenancy Agreement, copies of any and all notices served under the Tenancy Agreement, copies of all referencing information on the Tenant, Rent records, the details of the dispute, a copy of the referral to the PRTB and details of the status of the PRTB case. For Malicious Damage Claims We will also require copies of all inspection reports throughout the life of the Tenancy Agreement, together with invoices for any repair/remedial work undertaken. We may contact any parties We feel are relevant in order to validate Your Claim, and You must give Us Your consent to do so, as required.
- 8.4 Before a Benefit can be paid, You must demonstrate that reasonable endeavours have been used by the You to resolve the dispute/recover the Rent prior to referral to the PRTB.
- 8.5 We will not provide cover where You have:
- 8.5.1 intentionally misled Us, by mis-statement or concealment;
 - 8.5.2 breached the terms and conditions of this Policy.

IT IS A CONDITION of this Policy that if within a period of 12 months following payment of a Claim under this Policy, it is discovered or otherwise determined that payment made to You should not have been made due to the application of the terms, conditions and exclusions of this Policy, then You shall repay such payment to Us forthwith.

9 Review

You should review the cover provided by any policy of insurance on a regular basis to ensure it remains adequate for Your needs. While this Policy is in force You should advise Us of any change to any of the details You notified to Us in Your application for this Policy.

10 Jurisdiction

The Irish courts shall have exclusive jurisdiction to settle any disputes which may arise in connection with this Policy. You and Us agree to irrevocably submit to this jurisdiction.

11 Stamp Duty

Stamp duty has been or will be paid in accordance with the provisions of S.113 of the Finance Act 1990 (as amended). All monies which become payable to Us under this insurance shall in accordance with section 9.3 of the Insurance Act 1936 be paid in the Republic Of Ireland.

12 Complaints

LAMP Insurance Company Limited aims to provide a first class service at all times. A copy of LAMP Insurance Company Limited's complaints procedure is available on Our website at www.lampinsurance.com, or You can request a copy to be posted or emailed to You by contacting Us:

LAMP Services Limited
Chester House
Harlands Road
Haywards Heath
West Sussex
RH16 1LR

Tel: +44 (0) 1444 451 752. Email: info@lampinsurance.com

13 Compensation

- 13.1 LAMP Insurance Company Limited is covered by the Insurance Compensation Fund administered under the control of the President of the Irish High Court in accordance with the Insurance Act 1964 (as amended). You may be entitled to compensation from the scheme if we cannot meet our financial obligations. Full details of the compensation arrangements are available from the Central Bank of Ireland at www.centralbank.ie or on +353 (0)1 224 6000.

14 Data Protection

- 14.1 We collect and maintain Your/Your Tenant's personal information in order to:
- 14.1.1 underwrite and administer the Policies of insurance that We issue;
 - 14.1.2 provide You with information, products or services which We feel may interest You;
 - 14.1.3 verify Your/Your Tenant's identity;
 - 14.1.4 carry out Our obligations arising from the Policy; and
 - 14.1.5 notify You about changes to this Policy.
- 14.2 All personal information shall be treated with the utmost confidentiality and with appropriate levels of security in accordance with the Data Protection Act 1998 under English and Welsh Law. We will not keep Your information longer than is necessary. Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your/Your Tenant's information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this Policy. Under the terms of the Data Protection Act 1998 You have the right

to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

- 14.3 We shall not transfer Your/Your Tenant's personal information outside the European Economic Area (EEA) but We may transfer it to Our agents and subcontractors within the EEA who help Us administer Your Policy. We may disclose Your personal information to any member of Our group, which means Our subsidiaries and parent company. In the event that We buy or sell any business or assets, We may disclose Your/Your Tenant's personal information to the prospective buyer or seller of such business assets. The above principles apply whether We hold Your information on paper or in electronic form. We will notify You of any changes to this section 8 of this Policy.
- 14.4 Enquiries in relation to data held by the data controllers: Enquiries to LAMP Insurance Company Limited should be directed to Data Protection, LAMP Insurance Company Limited, Suite 934, Europort, Gibraltar. Enquiries in relation to data held by the Administrator should be directed to Data Protection, InsurePlus Limited, Suite 1 Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.

15 Changes to this Policy

- 15.1 No variation of or change to this Policy shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.
- 15.2 We may need to change the terms and conditions of this Policy because of a change in the law or to regulations.
- 15.3 In the event that We notify You of a change to this Policy, You may give Us notice in writing that You wish to terminate the Policy. You may terminate the Policy in accordance with Section 5 of this Policy. You shall be liable to pay Us for any costs We have incurred.

16 Assignment

- 16.1 We may transfer, assign, charge, mortgage, subcontract or deal in any other manner with all or any of Our rights or obligations under this Policy.
- 16.2 You may not transfer or assign this Policy without Our prior written consent.