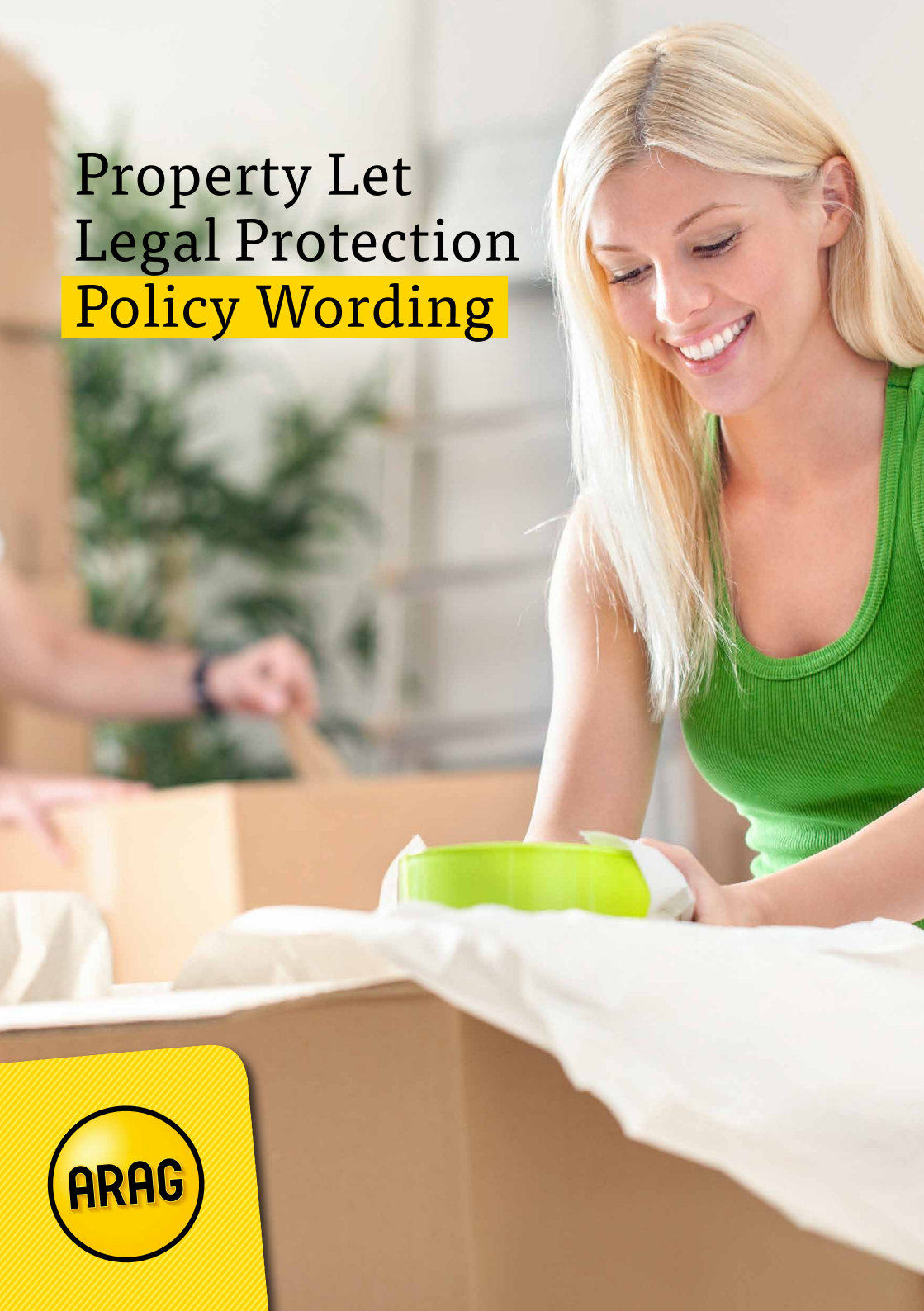


Property Let Legal Protection Policy Wording



Helpline **services**

We provide these services 24 hours a day, seven days a week during the **period of insurance**. To help **us** check and improve **our** service standards, **we** may record all calls.

LEGAL ADVICE

CALL 0818 670 747

We will give **you** confidential legal advice over the phone on any legal problem relating to the letting of **your property** under the laws of the Republic of Ireland.

Advice on the laws of the Republic of Ireland can be provided 24 hours a day, seven days a week. Where advice is sought in an area of law in respect of very specialist matters, **we** will refer **you** to one of **our** specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

COUNSELLING

CALL 1800 670 407

We will provide **you** with a confidential counselling service over the phone if **you** are aged 18 or over, including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

We will not accept responsibility if the Helpline Services fail for reasons **we** cannot control.

Please do not phone **us** on the above numbers to report a general insurance claim.

Important information

This is your Property Let Legal Protection policy – it includes everything you need to know about your cover.

We suggest you keep this document in a safe place as you will need to refer to it if you need to make a claim.

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The meaning of **words** in this policy

The following words have this meaning where they appear in this policy in **bold**:

| | |
|---|--|
| appointed representative | The preferred law firm , law firm, or other suitably qualified person we appoint to act on your behalf. |
| ARAG Standard Terms of Appointment | The terms and conditions (including the amount the insurer will pay to an appointed representative) that apply to the relevant type of claim, which could include a no win, no fee agreement. |
| costs and expenses | All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the ARAG Standard Terms of Appointment . Also the costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement. |
| date of occurrence | (a) For civil cases The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the date of occurrence is the date of the first of these events (this is the date the event happened, which may be before the date you first became aware of it). (b) For criminal cases The date when you began, or are alleged to have begun, to break the law. |
| fixed term tenancy | A tenancy that lasts for a specific amount of time as specified in the tenancy agreement or lease. |
| insurer | ARAG Allgemeine Versicherungs Aktiengesellschaft. |
| Part 4 tenancy | A tenancy for an individual residential property under the Residential Tenancies Acts 2004 to 2022 where the tenant has been in occupation of the premises, for a period of 6 months or more without having been served with a termination notice. The effect of this is that the tenant has the right to remain in occupation for up to 6 years from the date of the tenancy agreement subject to the provisions of the relevant acts. |
| period of insurance | The period for which we have agreed to cover you . |
| preferred law firm | A law firm we choose to provide legal or other services. These legal specialists are chosen as they have the proven expertise to deal with your claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the ARAG Standard Terms of Appointment . |

The meaning of **words** in this policy (continued)

| | |
|-----------------------------|--|
| property | The residential property which is let under either a fixed term tenancy or a part 4 tenancy which (i) is governed by the Residential Tenancies Acts 2004 to 2022, and (ii) is registered with the Residential Tenancies Board, that you have leased to your tenant(s) by entering into a signed tenancy agreement, and have declared to us . |
| reasonable prospects | (a) For civil cases, the prospects that you will recover losses or damages (or obtain any other legal remedy which we have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. We , or a preferred law firm on our behalf, will assess whether there are reasonable prospects . (b) For criminal cases there is no requirement for there to be prospects of a successful outcome. (c) For all civil and criminal appeals the prospects of a successful outcome must be at least 51%. |
| rent arrears | Unpaid rent that (a) is owed to you under a tenancy agreement, (b) or would have been owed to you but for the breach of a tenancy agreement to let your property , (c) where we have accepted your claim under insured incident 1 POSSESSION. |
| we, us, our, ARAG | ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the insurer , ARAG Allgemeine Versicherungs Aktiengesellschaft. |
| you, your | The person and/or property owner who has taken out this policy. |

Welcome to **Property Let**

Thank **you** for purchasing this **ARAG** Property Let legal protection policy. This legal protection insurance is provided by ARAG Legal Protection Limited, authorised under a coverholder agreement to administer this insurance on behalf of the **insurer**, ARAG Insurance Company Limited. To make sure that **you** get the most from **your ARAG** cover, please take time to read the policy which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser. It will help if **you** keep the following points in mind.

Helping you with your legal problems

You can phone **us** any time on **0818 670 747** for advice on any legal problem relating to the letting of **your property** under the laws of the Republic of Ireland.

Making a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, please phone **us** on **01 670 7470** and **we** will send **you** a claim form. **We** cannot confirm cover for **your** claim over the phone. Please send **your** completed claim form or written details of **your** claim to the **Claims Department | ARAG Legal Protection Limited | 1 Hatch Street Upper | Dublin 2 | D02 PY28** or e-mail to **claims@arag.ie**

Once **you** have sent **us** the details of **your** claim and if **we** have accepted it, **we** will start to resolve **your** legal problem. Claims are usually handled by an **appointed representative** appointed by **us**.

When we cannot help

Please do not ask for help from a solicitor, or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

How to make a complaint

We will always try to give you a quality service. If you think we have let you down, please write to our Head of Legal & Compliance at **ARAG Legal Protection Limited | 1 Hatch Street Upper | Dublin 2 | Do2 PY28**. You can also phone us during standard office hours on **01 670 7470** or email us at **customerrelations@arag.ie**

Details of our internal complaint handling procedures are available on request.

If you are still not satisfied, you can contact the Financial Services and Pensions Ombudsman (FSPO) at **Lincoln House | Lincoln Place | Dublin 2 | Do2 VH29**. You can also contact them by emailing their Information Service at **info@fspo.ie** or calling them on **+353 1 567 7000**. Website **www.fspo.ie**

You can also contact the Insurance Information Service at **5 Harbourmaster Place | IFSC | Dublin 1 | Do1 E7E8** or by phoning **01 676 1820**. Website: **www.insuranceireland.eu**

Using these services does not affect your right to take legal action.

Our agreement

We agree to provide the insurance described in this policy in respect of any insured incident arising in connection with **your property** in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

- (a) **reasonable prospects** exist for the duration of the claim
- (b) the **date of occurrence** of the insured incident is during the **period of insurance**
- (c) any legal proceedings will be dealt with in the Republic of Ireland by:
 - a court; or
 - any other body which **we** agree to, and
- (d) the insured incident happens within the Republic of Ireland.

What we will pay

Following an insured incident the **insurer** will pay:

- **costs and expenses** on **your** behalf, including **costs and expenses** to make or defend an appeal provided that:
 - (a) **you** tell **us** within any statutory time limits allowed which apply to **your** claim that **you** want **us** to appeal; and
 - (b) **we** agree that it is always more likely than not that the appeal will be successful.

Provided that:

- 1 the most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €70,000
- 2 the most the **insurer** will pay in **costs and expenses** is no more than the amount the **insurer** would have paid to a **preferred law firm**.
- 3 for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist
- 4 where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the **insurer** will pay in **costs and expenses** is the value of the likely award.

What we will not pay

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by the **insurer**.

Insured incidents **we will cover**

1 POSSESSION

Costs and expenses to represent **your** legal rights in trying to get possession of **your property** as follows:

- (a) Advice and assistance (but not legal representation) in progressing **your** dispute via the Residential Tenancies Board dispute resolution process up to and including appeals to the Tenancy Tribunal.
- (b) If there is an appeal against the Tenancy Tribunal's determination order to the High Court, **costs and expenses** to represent **you** in these proceedings.
- (c) If **you** are successful in obtaining a determination order requiring the tenant to leave the property but the tenant does not comply with it, **costs and expenses** to represent **you** in the District Court or, as necessary on appeal to the Circuit Court hearing to enforce the decision of the Private Residential Tenancies Board under Section 124 of the Residential Tenancies Acts 2004 to 2022.

Conditions

- (i) **You** must give the tenant the correct notices as prescribed under the Residential Tenancies Acts 2004 to 2022, telling the tenant or occupier that **you** want them to vacate **your property**.
- (ii) All notices must be sent by recorded delivery post and or as prescribed under the Residential Tenancies Acts 2004 to 2022.
- (iii) **You** must follow the Residential Tenancies Board dispute resolution process.

2 PROPERTY DAMAGE

Costs and expenses to represent **your** legal rights after an event which causes physical damage to **your property**.

Conditions

The amount in dispute must be more than €1,000.

3 EVICTION OF SQUATTERS

Costs and expenses to represent **your** legal rights to evict anyone who is not **your** tenant or ex-tenant from **your property** and who has not got **your** permission to be there.

Insured **incidents** we will cover (continued)

4 RENT RECOVERY

Costs and expenses to represent **your** legal rights to recover rent owed by **your** tenant for **your property** if it has been overdue for at least one calendar month as follows:

- (a) Advice and assistance (but not legal representation) in progressing **your** dispute via the Residential Tenancies Board dispute resolution process.
- (b) If there is an appeal against the Tenancy Tribunal's determination order to the High Court, **costs and expenses** to represent **you** in these proceedings.
- (c) If **you** are successful in obtaining a determination order for the payment of the outstanding rent, **costs and expenses** to represent **you** in the District Court, or on appeal to the Circuit Court to enforce the decision of the Private Residential Tenancies Board under Section 124 of the Residential Tenancies Acts 2004 to 2022.

Conditions:

- (i) If **you** accept payment (or part payment) of **rent arrears** from the tenant of **your property**, **you** must be able to provide proof that **you** have warned the tenant that it does not prevent **you** taking further action against them under this policy.
- (ii) **You** must give the tenant the correct notices of **rent arrears** as prescribed under the Residential Tenancies Acts 2004 to 2022.
- (iii) All notices must be sent by recorded delivery post and or as prescribed under the Residential Tenancies Acts 2004 to 2022.
- (iv) **You** must follow the Residential Tenancies Board dispute resolution process.

5 LEGAL DEFENCE

Costs and expenses to defend **your** legal rights if an event arising from letting **your property** leads to:

- (a) **you** being prosecuted in the criminal courts; or
- (b) civil action being taken against **you** under legislation for unlawful discrimination.

Policy exclusions

1 Late reported claims

A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence or **we** consider **our** position has been prejudiced.

2 Costs we have not agreed

Any **costs and expenses** that are incurred before **we** agree to pay them.

3 Waiting period

Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first **period of insurance** and the tenancy agreement started before the start of this policy.

4 Rent reviews and controls

Any claim relating to:

- registering rents, reviewing rents, rent controls;
- any matter that relates to the Rent Tribunal or any matters relating to Designation (or revocation) of Rent Pressure Zones;
- any claims relating to terminating tenancies with 10 or more units in a single development, in a six month period.

5 Work done by any public authority

Any claim relating to any work done by any government or public or local authority following the landlord's unsuccessful appeal under Section 18 (6) of the Housing (Miscellaneous Provisions) Act 1992.

6 Property legally taken from you, or public authority controls

Any claim relating to someone legally taking **your property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your property** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.

7 Judicial review

Costs and expenses arising from or relating to judicial review.

8 Court awards and fines

Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.

Policy **exclusions** (continued)

9 **Nuclear, war and terrorism risks**

Any claim caused by, contributed to, or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

10 **A dispute with ARAG**

A dispute with **us** or the **insurer** not otherwise dealt with under Condition 7.

11 **Legal action we have not agreed**

Any legal action **you** take which **we** or the **appointed representative** have not agreed to or where **you** do anything that hinders **us** or the **appointed representative**.

1 Your representation

- (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm**, or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However, if they refuse to act on this basis, the most **we** will pay is the hourly amount **we** would have paid if they had agreed to the **ARAG Standard Terms of Appointment**.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2 Your responsibilities

You must:

- (a) co-operate fully with **us** and the **appointed representative**;
- (b) give the **appointed representative** any instructions that **we** ask **you** to.

3 Offers to settle a claim

- (a) **You** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
- (b) If **you** do not accept an offer which in **our** opinion is reasonable to settle a claim, the **insurer** may refuse to pay further **costs and expenses**.
- (c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle a claim in **your** name. **You** must allow **us** to pursue at **our** own expense and for **our** benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

4 Assessing and recovering costs

- (a) **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- (b) **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

5 Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

6 **Withdrawing cover**

- (a) If **you** settle a claim or withdraw **your** claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim from **you** any **costs and expenses** paid by **us**.
- (b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. The **insurer** will pay any **costs and expenses we** have agreed to, up to the date cover was withdrawn.

7 **Disputes**

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are an individual or small business **you** can contact the Financial Services and Pensions Ombudsman (**FSPO**) for help. Details available from www.fspo.ie. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

8 **Expert opinion**

We may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

9 **Keeping to the policy terms**

You must:

- (a) keep to the terms and conditions of this policy
- (b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk
- (c) take reasonable steps to avoid and prevent claims
- (d) take reasonable steps to avoid incurring unnecessary costs
- (e) send everything **we** ask for in writing, and
- (f) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10 **Cancelling the policy**

You can cancel this policy by telling **us** within 14 working days of taking it out, or at any time afterwards as long as **you** tell **us** at least 14 working days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 working days beforehand. Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium. It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges

11 **Fraudulent claims**

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or the **insurer** will not pay the claim if:

- (a) a claim that **you** have made to obtain benefit under this policy involves a fraudulent misrepresentation or where any conduct by **you** (relative to the contract or the steps leading to its formation) involves fraud of any other kind, or
- (b) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the Gardaí, government bodies and anti-fraud organisations.

12 **Claims under this policy**

Apart from **us, you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.

13 **Other insurances**

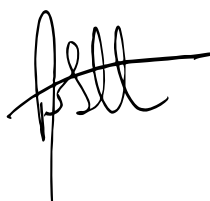
If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, the **insurer** will only pay the **insurer's** share of the claim even if the other insurer refuses the claim.

14 **VAT registration**

Where **you** are registered for VAT, any claims payment made under this policy will be paid net of VAT.

15 **Law that applies**

This policy will be governed by the laws of the Republic of Ireland. All Acts of the Oireachtas within the policy wording shall include any subsequent amendment or replacement legislation.



Adrienne O'Sullivan
Chief Executive Officer
ARAG Legal Protection Limited

Privacy statement

This is a summary of how **we** collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.ie

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement.

We may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

ARAG Legal Protection Limited is registered in Republic of Ireland (CRO number 639625). Registered Address : 1 Hatch Street Upper, Dublin 2, D02 PY28. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland (C191422).

ARAG Legal Protection Limited is a coverholder of the insurer, ARAG Allgemeine Versicherungs Aktiengesellschaft, ARAG Platz 1, D-40472 Düsseldorf, Germany which is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany. The insurer operates in Ireland through its Irish Branch, (CRO number 909141) which is regulated by the Central Bank of Ireland (C194774) for Conduct of Business Rules.

www.arag.ie