

# Tenant Contents Policy Certificate

# Lloyd's Insurance

Effected through [getcover.ie](https://getcover.ie)

**This is to Certify** that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

**In Witness** whereof this Certificate has been signed at the place stated and on the date specified in the Schedule.

J(A) NMA2462 Printed by the Corporation of Lloyd's

# Getcover tenant contents only insurance certificate

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**This document is valid for new policies purchased on or after the 7<sup>th</sup> April 2009 and for policies with a renewal date on or after the 1<sup>st</sup> May 2009.**

## INTRODUCTION

This is the Getcover home insurance certificate. It outlines the general conditions of your cover and you should read it carefully with your insurance schedule which we have emailed to you separately.

This certificate, along with the information on risk you gave us on the Getcover website, the statement of fact, and the declaration and schedule, are evidence of the contract of insurance between you and us.

We will, depending on the certificate conditions, insure you under the sections shown in your schedule during any period of insurance for which you have paid.

## CANCELLATION

We hope you are happy with the cover this certificate provides. Please make sure that the certificate and schedule meet your home insurance needs. If the insurance cover does not meet your needs, please return it to us within 14 days of taking out the cover. We will return your premium less a charge for the period on cover.

We do not have to renew any insurance and may, at any time, cancel the cover by sending you 14 days' notice at your last known address.

As long as you pay the premium in full, you can cancel the cover by giving us notice in writing. You will be entitled to a refund of part of the premium for the period of insurance you have not yet used.

For certain underwriters  
at Lloyd's



Brian Pilkington  
Get Cover & Company

## STATEMENT OF FACT

By accepting this insurance you confirm that the facts shown below are true. These statements, and all the information that you, or anyone on your behalf, gave us before we agreed to insure you, form the basis on which cover is arranged.

If anything in these statements is not correct, we will be entitled to treat this insurance as if it had never existed.

You should keep this statement of fact for your records.

## FACTS

You must agree that the property and anyone insured under the certificate keep to the following conditions.

1. The contents you are insuring must belong to you or to any other member of your family permanently residing with you at the property
2. The property must be let out to you as one unit, not as sub-divided units.
3. At least 85% of the property must be of standard construction (in other words, built of brick, stone or concrete with a slate, tiled or metal decking roof).
4. The property must be in a good state of repair and be properly maintained and built after 1900.
5. The property must not be used for business or commercial purposes other than as a home office.
6. The property must not have suffered damage by flood and not be situated in an area with a history of flooding or subsidence, heave or landslip.
7. The property must not be left empty for more than 30 days in a row in one year.
8. Neither you nor any person living with you have made any claim or suffered a loss under a household insurance cover within the last 3 years.
9. Neither you nor any person living with you must have ever been convicted of any offence other than minor driving offences.
10. Neither you nor any person living with you has ever been refused insurance or had any special conditions placed on you.
11. The property must be fitted with the following security devices.
  - Any door giving access to your property must be fitted with mortise deadlocks or deadlocking rim latches.
  - All sliding or patio doors must be fitted with appropriate security locks.
12. In the event that your property forms part of a converted building, all entry and exit points must lead directly to the exterior of the building. IE your property cannot lead on to a shared corridor or hallway.
13. The property must have at least 2 working smoke detectors at all times.
14. Whenever the property is left empty:
  - all doors and windows must be closed and fastened;
  - all door locks as shown above must be in fully working order; and
  - all keys must be removed from locks and kept in a secure place.

## BURGLAR ALARM CLAUSE

If you have taken advantage of the burglar alarm discount on the basis that your alarm meets EN50131/ IS199 standard, you must be able to provide the certification we need if you make a claim. The alarm must also be regularly serviced. Loss or damage by stealing is not included unless the alarm is set and working when your home is empty.

## ROOF MAINTENANCE WARRANTY (Flat Roof Warranty)

It is a condition precedent to liability in respect of damage by Storm or Flood that any flat felted roof portion of the property must be inspected at least once every two years by a qualified builder or property surveyor and any defect brought to light by that inspection shall be rectified immediately.

## COMPLAINTS PROCEDURE

We understand the importance of any feedback from our customers.

1. You should write down details of your complaint and the circumstances surrounding it and send it to:

The Operations Manager  
**Getcover & Company**  
Getcover House  
Unit 6, Leopardstown Office Park  
Sandyford, Dublin 18  
Republic of Ireland.

2. When we receive the written complaint, we will:
  - create a log noting the complaint;
  - investigate the circumstances;
  - contact you regularly throughout the procedure; and
  - work towards a fair solution as quickly and efficiently as possible.
3. If you are not satisfied with the way a complaint has been dealt with you may ask the Lloyd's Country Manager for Ireland to review your case without prejudice to your rights in law.

The address is:

Country Manager for Ireland  
**Lloyd's Ireland Representative Limited,**  
70 Sir John Rogerson's Quay  
Dublin 2  
Ireland

4. If you are still not happy after receiving the Lloyd's Country Manager for Ireland's response, you may contact:

**Financial Services Ombudsman**  
3rd Floor, Lincoln House  
Lincoln Place  
Dublin 2

Tel: (00 353) 1 662 0899

Following the above does not affect any of your legal rights.

## BINDING AUTHORITIES

The Insurance Cover to which this document relates was granted by the holder of a binding authority in Ireland from Lloyd's Underwriters for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936.

The holder of this binding authority is:

**Name:** **Getcover & Company Limited**

**Address:** Getcover House  
6 Leopardstown Office Park  
Sandyford Office Park  
Dublin 18

**Tel No:** 1850 851 297

who, in conjunction with the Lloyd's Underwriters' Country Manager for Ireland, has all the powers required of him under the Insurance Acts and Regulations \*.

Lloyd's Underwriters' Country Manager for Ireland's address is:

Country Manager for Ireland  
**Lloyd's Ireland Representative Limited,**  
70 Sir John Rogerson's Quay  
Dublin 2  
Ireland

Without prejudice to the generality of the foregoing, the Underwriters hereon agree that:

- (i) If this contract is subject to Irish law, in the event of a dispute arising under the Policy, Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in Ireland; such dispute shall be determined in accordance with the law and practice applicable in such Court;
- (ii) Any Summons, Notice or Process shall be served upon their sole General Representative at the address stated above.

\* Insurance Acts, 1909-2000 and regulations made thereunder.  
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## DEFINITIONS

Certain words have a specific meaning when they appear in the certificate and these words are defined below.

### We / us / our

Getcover & Company, on behalf of certain underwriters at Lloyds.

### You / your

The person or persons named in the schedule as the certificate holder.

### Buildings

The residential property or apartment complex occupied as a rented accommodation only, built of brick, stone or concrete, roofed with slates, tiles or other materials which will not catch fire easily. The property can be built of other materials but we will have to approve this.

Buildings also includes domestic outbuildings, swimming pools and tennis courts, garages, greenhouses, fuel storage and septic tanks, landlords' fixtures and fittings and decorations inside, driveways, pavements, footpaths, patios, walls, gates, fences, aerials, masts, hedges, trees and lawns all at the address shown in the schedule.

### Tenants Contents

Household goods and personal belongings you own, while in the buildings.

### Contents does not include:

- property more specifically insured;
- property owned or insured by another tenant at the same property;
- landlord's property, fixtures or fittings;
- documents, deeds, bonds, securities, certificates, bills of exchange or promissory notes;
- animals, livestock, plants or trees;
- motor vehicles, caravans, mobile homes and trailers, marine craft or aircraft, or parts or accessories of any of them; or
- property used for business purposes other than home office equipment (in other words, personal computers, photocopiers, phone equipment, fax machines, filing cabinets and so on) up to €3,000; or
- Money as defined below.

### High Value Items

Jewellery, items of precious metal, pictures, watches, furs, works of art, television, video and audio equipment, home computer, photographic equipment, stamps or coins. We will cover any high-value item for up to 5% of the contents sum insured. The total of these items cannot be more than 50% of the contents sum insured.

### Money

Cash, bank drafts, banknotes, cheques, postal and money orders, current postage stamps, savings stamps and certificates, gift and book tokens, premium bonds and travel tickets.

### Personal possessions

Any items which you normally wear, use or carry which belong to you or for which you are legally responsible.

### Home

Your private house, domestic outbuildings and garages at the address shown in your schedule.

### Household

You or any members of your family permanently living with you at your home.

### Period of insurance

The period from the start date to the renewal date in your schedule and any further period for which we have accepted a renewal premium.

### Unfurnished

When your home does not have enough furniture for you to live in normally.

### Unoccupied

When a member of your household or another person you have authorised is not living in the home.

### Excess

The amount you must pay yourself for any loss or damage.

## CONTENTS COVER DETAILS

We will provide cover by paying a claim or replacing or repairing loss or damage to the contents by any of the causes listed in the paragraphs below. The loss or damage must happen during any period of insurance, depending on the conditions and exclusions shown in the certificate.

### Your policy covers:

#### 1. Fire, explosion, lightning and earthquake

#### 2. Smoke

##### This does not include loss or damage

- by smog or from any agricultural or industrial operations, or by anything which happens gradually.

#### 3. Storm or flood

##### This does not include loss or damage:

- by frost;
- to property in the open; or
- caused by you or a member of your Household.

#### 4. Water or oil leaking from any washing machine or any other fixed domestic appliance.

##### This does not include loss or damage:

- if the buildings have been empty for more than 30 days in a row;
- if the buildings are unfurnished;
- to the system or appliance from which the water or oil has escaped;
- to the system or appliance due to wear, tear, loss in value or deterioration; or

#### 5. Stealing or attempted stealing

##### This does not include loss or damage:

- if the buildings have been empty for more than 30 days in a row;
- if the buildings are unfurnished;
- unless involving entry or exit by forceable or violent means;

- loss of money from outbuildings or garages;
- stealing by you or a member of your family; or
- stealing when any part of the of the private house is lent, let or sub-let or accommodating paying guests unless involving entry or exit by forceable means.

#### 6. Any aircraft or flying object or anything falling from them or any rail or road vehicle or animal damaging contents

**This does not include loss or damage:**

- caused by domestic animals; or
- unless the buildings have been damaged at the same time.

#### 7. Riot, civil commotion, malicious damage, strikes, labour disturbances and vandalism.

**This does not include loss or damage:**

- if the buildings have been empty for more than 30 days in a row;
- if the buildings are unfurnished; or
- caused by malicious damage or vandalism committed by any person legally on the premises or invited into the premises by a member of your household.

#### 8. Subsidence or heave of the site on which the buildings stand, or landslide.

**This does not include loss or damage:**

- by new buildings bedding down;
- by filled-in land or newly made up ground settling or the coast or river bank wearing away;
- the first €250 of any claim;
- to floor slabs, unless the foundations beneath the walls are damaged at the same time;
- caused by demolition, structural repairs or alterations, using faulty materials, faulty workmanship or faulty design; or
- unless the buildings are damaged at the same time.

#### 9. Breaking of glass

We will pay for accidentally breaking fixed glass in furniture, hobs and mirrors, and accidentally breaking sanitaryware.

**This does not include loss or damage:**

- if the buildings have been empty for more than 30 days in a row;
- if the buildings are unfurnished;
- while the property or any part of it is lent to any person other than a member of your household; or
- where other insurance applies.

#### 10. Personal liabilities

We will pay any amounts you, legally have to pay as a tenant of the buildings noted on the schedule as a result of an accident which happens during the period of cover which causes bodily injury to any person or loss of or damage to property anywhere in the world.

The most we will pay under this section for all claims arising from one incident is €1,300,000.

**This does not include liability for:**

- death of or injury (including illness or disease) to any member of your household or to any person your household employs;
- loss of or damage to property belonging to you or any member of your household;
- any business or profession except for a home office;

- any obligation you have under a contract;
- you or your household owning or using any land or building other than your home;
- mechanically, or electrically-propelled vehicles (except mechanically-propelled lawnmowers used within the boundary of the buildings), horse-drawn vehicles, watercraft, aircraft, trailers, caravans or lifts;
- owning, possessing or using dangerous dogs as shown in regulations made under the Control of Dogs Act 1986 or amendments made to it, if this use or ownership is not in line with those regulations;
- any situations where you must have compulsory insurance under the Road Traffic Act 1961; or
- the passing on of Human Immuno deficiency Virus (HIV) or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused.

## SETTLING CLAIMS (CONTENTS)

1. If the contents are damaged by any of the causes covered above, we will pay the full costs of repair or replacement as new.
2. We will take off an amount for wear and tear for the following items:
  - household linen and floor coverings more than 12 months' old.
3. The most we will pay is the sum insured under this section.
4. We will not reduce the sum insured by the amount of any claim we pay.

## AVERAGE CLAUSE (CONTENTS)

If at the time of the loss or damage, the sum insured on contents is less than the full replacement cost (less an allowance for wear and tear for linen and floor coverings more than 12 months old), then you will be your own insurer for the difference. We will only pay our share of the loss or damage which your sum insured bears to such cost.

## GENERAL TERMS AND CONDITIONS

### Fraud

If any claim under this insurance is in any way fraudulent, or if any fraudulent means are used by you, any member of your household, or anyone acting on your or their behalf, to gain any benefit under this certificate, the certificate will not be valid and no cover will apply.

### Cancellation

We do not have to renew any insurance and may, at any time, cancel any insurance cover by sending 14 days' notice to you at your last known address.

As long as you have paid the premium in full, you can cancel the cover by giving us notice in writing. You will then be entitled to a refund of your premium for the period of insurance you have not yet used.

### Other insurance

If at the time of any claim, there is other insurance covering the same liability, loss or damage, we will only be liable for our share.

### Arbitration

If there is a dispute between you and us about our liability for a claim or the amount to be paid, we will refer it, within 12 months,

to an arbitrator you and we agree to. If we cannot agree with you on an arbitrator, the President of the Law Society of Ireland will appoint one. The decision of the arbitrator will be final. If the dispute has not been referred to arbitration within a 12 month period, we will assume you have abandoned the claim

#### **Duty of care**

You and any member of your household must take all reasonable steps to protect the property and prevent accidents. You must keep the property in good repair.

#### **Certificate changes**

You must immediately tell us about any change which may affect your insurance cover or increase the risk of loss or damage. If you do not your cover may not be valid.

#### **Claims**

##### **You must:**

1. let us know immediately about any loss, damage or accident which may give rise to a claim;
2. not negotiate, admit or deny any claim without our written permission;
3. immediately let the police know of any loss involving stealing, burglary, malicious damage or vandalism;
4. immediately let the police know if you lose an insured item and plan making a claim under the All risks section;
5. not go ahead with any repairs (except for emergency repairs) or replacing lost or damaged items without getting our approval beforehand and you must give us the chance to inspect any damage or loss;
6. send to us, unanswered, any legal writ, summons or notice of prosecution or any other relevant legal document you receive; or
7. within 30 days of any insured loss, provide all documents, including original purchase receipts or other documents which support your claim.

##### **We have the right to:**

1. take over and carry out in your name the defence of any claim, or to settle any claim;
2. take legal proceedings in your name to recover any payment we have made under the certificate (we will pay the costs and keep any amount we recover); and
3. enter any building where loss or damage has taken place and deal with any salvage. However, you may not leave any property for us to deal with.

#### **Contract law**

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to Irish Law.

#### **Insurance Act 1936**

Under section 93 of the Insurance Act 1936 all money we pay under this certificate will be paid in the Republic of Ireland.

#### **Finance Act 1990**

The appropriate stamp duty has been or will be paid in line with section 113 of the Finance Act 1990.

## **GENERAL EXCLUSIONS**

The following general exclusions apply to this certificate:

#### **Buildings**

There is no cover provided for Buildings under this policy.

#### **Business use**

There is no cover provided for any property held in connection with any business, trade or professional purpose other than your personal property.

#### **Matching items**

If any insured item forms part of a set, suite, collection, or set of matching carpets, we will only pay for the value of the item which has been lost or damaged, and not for any other parts of the set, suite, collection, or set of matching carpets.

#### **Fees**

We will not pay any fees you incur in preparation of your claim

#### **Pre-existing damage**

We will not cover loss or damage caused before the cover starts. Also we will not cover loss or damage caused by an incident which took place before cover began.

#### **Deliberate damage**

We will not cover deliberate loss or damage caused by you or any member of the household.

#### **Wear and tear and loss in value**

We will not cover costs associated with the repairing or replacing of items which have lost value or can no longer be used as a result of ongoing wear and tear.

Wear and tear will include damage caused by:

- gradual deterioration or anything else which happens gradually including wet or dry rot or mildew;
- corrosion or rust;
- costs associated with maintenance or normal decoration;
- frost damage other than burst pipes, tanks, or appliances caused by freezing.
- weather;
- cleaning, restoring or repairs.
- window or door seals breaking;
- computer-equipment failing or breaking down including mechanical or electrical failure; and
- putting together or taking apart a device or item.

#### **Radioactive contamination and explosive nuclear assemblies exclusion clause**

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Policy does not cover

- 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

- b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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**War and civil war exclusion clause**

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

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**Cyber risks**

This cover does not apply to liability, loss, damage, cost or expense directly or indirectly caused by or resulting from:

- 1. changing or damaging; or
- 2. reducing the operational ability of a computer system, hardware, programme, software, information store, microchip, integrated circuit or similar device that results from maliciously or negligently transferring (electronic or otherwise) a computer programme that contains any malicious or damaging codes including a computer virus, worm, logic bomb or trojan horse.

**Sonic bangs**

Loss or damage caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

**Confiscation**

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

**Consequential Loss**

Consequential Loss or damage of any kind except as set out in this policy.

**PROCESS FOR HANDLING CLAIMS**

If your property is lost or damaged you should do the following.

- 1. Check your schedule and this certificate document to make sure that the loss is covered.
- 2. If your property is stolen or maliciously damaged, or if you lose a valuable item you must tell the police as soon as you notice the loss or damage. Please take a note of the name of the police officer, their number and Pulse crime reference (if the claim happens in the Republic of Ireland).
- 3. If there is an emergency such as a burst pipe, please contact a plumber or other professional to carry out emergency repairs. We will not pay more than €500 for emergency repairs. Then report the matter immediately to OSG Business Solutions before having any further work carried out. If possible, please take photographs of the damage and keep them in case we need them in the future.

- 4. Contact our appointed claims handling team, OSG Business Solutions, on + 353 1 261 1597, or send them an email with your name and certificate number and contact numbers including brief details of the loss to [cnu@osg.ie](mailto:cnu@osg.ie)
- 5. It is a condition that you report claims within 24 hours of discovering the loss or damage. If you have any doubt or questions, speak to OSG Business Solutions on (+) 353 1 261 1597.
- 6. Get any documents we may need as evidence such as estimates, police reports or receipts and so on for stolen goods and keep them for the claims consultant who will visit you.
- 7. You must immediately send us any summons, writ, notice of prosecution, other legal documents or any relevant correspondence you receive.
- 8. You must give us any help we may need. And you, or any person insured under the certificate, or anyone acting on your or their behalf must not negotiate, admit, settle or deny any claim without our written permission.

**Claims contact details:**

**OSG Business Solutions**

Merrion Hall,  
Strand Road,  
Sandymount,  
Dublin 4

Phone: + 353 1 2611597

E-mail: [cnu@osg.ie](mailto:cnu@osg.ie)



# LLOYD'S

One Lime Street London EC3M 7HA