



# Defective Title **Policy**

## **Important Information**

Please read and keep safe



# Introduction

## Your Policy and Schedule

Here is your new Defective Title Policy. It is broadly divided into two parts:

**The Policy Booklet** – containing the terms of your Defective Title Policy

**The Policy Schedule** – containing information particular to your insurance protection.

## The Contract of Insurance

The policy and the schedule, including any policy clauses and endorsements, should be read together and form the contract of insurance between you and us. The Proposal Form (which includes any information, declarations or statements) and completed Statement of Fact included with this policy provided by you, is the basis of the contract.

May we please ask you to examine these documents to make sure that they give you protection according to your present needs. Almost certainly these needs will change. If they do, please let us know – your policy is designed for easy amendment or extension.

The Third EU Non-life Directive requires us to provide you with the following information:

## The Law applicable to the Contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, Aviva Insurance Ireland DAC, and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer with which your contract will be concluded is Aviva Insurance Ireland DAC.

## Complaints Procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your cover through an intermediary or broker, please send your complaint to them. If your complaint is not sorted out to your satisfaction, please contact:

Aviva Insurance Ireland DAC at 1850 666 555.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651 or you can contact the following:

- **Insurance Ireland** at Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.  
Phone: 01 676 1914  
Fax: 01 676 1943  
E-mail: [iis@insuranceireland.eu](mailto:iis@insuranceireland.eu)  
Website: [www.insuranceireland.eu](http://www.insuranceireland.eu)

- **Financial Services and Pensions Ombudsman**

Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Phone: 01 567 7000

E-mail: [info@fspo.ie](mailto:info@fspo.ie)

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

You will not lose your right to take legal action if you contact either of the above.

## Risks located in the UK

Where applicable, where insurance cover is provided under this Policy in respect of risks established or located in the United Kingdom [notified to and accepted by the Company], the insurance cover in respect of those risks will be provided through the Company's branch in the United Kingdom.

## Insurance Act 1936

All monies which 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.

## Stamp Duties Consolidation Act 1999

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



**Aviva Insurance Ireland DAC**  
Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.  
A private company limited by shares.  
Registered in Ireland No. 605769.  
Registered Office: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651.

# Cover

Subject to the terms and conditions of this policy the Insurer will in respect of claims notified during the period of insurance indemnify the Insured against all loss damages costs and expenses which the Insured may incur as a result of the title of the Insured being challenged or defeated and arising out of the defect specified in the Schedule.

The Liability of the Insurer for all claims including any costs or expenses incurred in connection with any claim shall not exceed in aggregate the limit of indemnity specified in the Schedule.

## **INDEMNITY TO SUCCESSORS IN TITLE LESSEES AND MORTGAGEES**

The Insurer will also indemnify:

- \* Mortgagees of the Insured
- \* Successors in title to the Insured and their Mortgagees
- \* Lessees of the Insured and their Mortgagees.

Provided that such person(s) or corporation shall as though the Insured be subject to the terms of this policy so far as they can apply.

## **EXCLUSIONS**

This policy excludes claims relating directly to:

- a any alteration, addition, extension to or redevelopment of The Property proposed or completed after the policy inception date
- b any rights to service, replace or maintain or make use of pipes, cables, conduits, drains or other services which currently exist on, beneath or above the surface of The Property or rights of way or easements currently exercised over or though The Property.

# General Conditions

## **INTERPRETATION**

This policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached shall bear that meaning wherever it may appear.

## **OBSERVANCE**

The observance by the Insured of the terms of this policy and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Insurer.

## **COMMUNICATION PROHIBITED**

No communication of any kind shall be made by or on behalf of the Insured with any person(s) or corporation who may be entitled to any estate right title or interest in the Property in priority to the Insured.

# Claims Conditions

## DISCLOSURE PROHIBITED

In the event of any claim or challenge or possible claim or challenge the Insured or any person acting on behalf of the Insured shall not disclose to any third party the existence of this indemnity or any information relating thereto.

## RESPONSIBILITIES OF THE INSURED

The Insured shall give immediate notice in writing to the Insurer upon receiving information of any claim or challenge or of any circumstances likely to give rise to a claim or challenge under this policy and shall immediately forward to the Insurer every letter claim writ summons or process.

## RIGHTS OF THE INSURER

No admission offer promise payment or indemnity shall be made without the written consent of the Insurer which shall be entitled to take over and conduct in the Insured's name the defence or settlement of any claim or to prosecute in the Insured's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all information and assistance as the Insurer may require.

## INSURER'S RIGHT TO PAY LIMIT

The Insurer may at any time pay to the Insured the amount of the limit of indemnity (after deduction of any sum(s) already paid under the policy) or any lesser amount for which such claim(s) can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim(s).

## IRISH MONIES AND ARBITRATION

In accordance with Section 93 of the Insurance Act 1936 all monies which become payable by the Insurer under this Policy shall be payable in the Republic of Ireland in the national currency.

Any dispute arising out of this Policy (about the Insurer's liability over a claim or the amount to be paid, where the amount of the claim is €5,000 or more) shall be referred to the decision of an Arbitrator to be appointed in writing by the Parties thereto or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the Parties or in case the Arbitrators do not agree of an umpire appointed in writing by the Arbitrators before entering on the reference and the making of an award shall be a condition precedent to any liability of the Insurer or any right of action against the Insurer in respect of any claim. The Insurer shall not refer the dispute to arbitration without the consent of the Insured where the amount of the claim is less than €5,000. If the Insurer shall disclaim liability to the Insured for any claim thereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to Arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## OTHER INSURANCE

If at the time any claim arises under this policy there is any other insurance covering the same liability the Insurer shall not be liable to pay or contribute more than its rateable proportion of any compensation costs and expenses in connection therewith.







*For our joint protection, we may record and  
monitor phone calls.*

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