



## Section 3 Defective Title

### A Lost Title Deeds

1. Please list the documents which have been lost

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2. When and under what circumstances were they lost?

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3. Do you have copies (certified or otherwise) of any of the deeds? If so, which? Please indicate which documents are certified

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4. Has any person(s) or corporation challenged the title or claimed to be entitled to any prior estate right title or interest in to or over the property? If **'yes'**, please give full details

Yes  No

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#### Material Facts

State any other material facts here. Failure to do so could invalidate the policy. A material fact is one which is likely to influence an Insurer in the assessment and acceptance of the proposal. If you are in any doubt as to whether a fact is material then it should be disclosed to the Insurer.

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#### Checklist

Please supply

- an explanatory letter from the Proposer's solicitor explaining the position generally
- draft statutory declaration(s) describing the Proposer's purchase and occupation of the property, the circumstances leading to the loss of the documents and confirming the Proposer's title has not been challenged. The declaration should also confirm the property is not mortgaged or charged
- a search in the Land Registry including a Land Registry mapping search and a search in the Registry of Deeds
- relevant exhibits e.g. photocopies of documents, bills of sale etc.

### B Miscellaneous Defects

Please state the precise nature of defect(s) in title

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#### Material Facts

State any other material facts here. Failure to do so could invalidate the policy. A material fact is one which is likely to influence an Insurer in the assessment and acceptance of the proposal. If you are in any doubt as to whether a fact is material then it should be disclosed to the Insurer.

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#### Checklist

Please supply

- an explanatory letter describing fully the defect(s) in the title to property
- plans and other exhibits relevant to the risk

### C Adverse Possession of Land

State

1. (a) When the land was first fenced

(b) The nature of the fencing

(c) Whether the land has been completely and continuously fenced and fencing maintained in good condition since erection Yes  No

2. (a) The use of the land since it was fenced

(b) Whether any building has been constructed on part or all of the land. Yes  No

If **'yes'**, give date of construction and nature

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### Section 3 Defective Title (Continued)

3. Whether any other acts of possession adverse to the legal owner have been carried out. Yes  No   
If 'yes', please give full details
4. Whether the Proposer has:-  
If 'yes' to (a), (b), or (c) please give full details
- (a) acknowledged or purchased any other party's interest in the land Yes  No
- (b) received an approach from any other party claiming to have a prior right title or interest in the land Yes  No
- (c) any knowledge of the possible identity of the legal owner of the land Yes  No
5. Has an application for Possessory Title to the land been made to the Land Registry? Yes  No   
If 'yes', what was the result?

#### Material Facts

State any other material facts here. Failure to do so could invalidate the policy. A material fact is one which is likely to influence an Insurer in the assessment and acceptance of the proposal. If you are in any doubt as to whether a fact is material then it should be disclosed to the Insurer.

  
  
  

#### Checklist

Please supply

- a letter from the Proposer's solicitor explaining the position generally
- draft statutory declaration(s) with plan describing the Proposer's occupation of the land (with dates), the use since occupation and full details of fencing on all boundaries
- a search in the Land Registry including a Land Registry mapping search and a search in the Registry of Deeds
- photographs of the land including all boundaries

### Section 4 Rights of Way/Easements for Services

#### A Rights of Way

1. (a) How long has the right of way been used by the Proposer?   
If 'yes' to (b) or (c) please give full details
- (b) Has usage been with vehicles in addition to passage on foot? Yes  No
- (c) Have other persons used the right of way without interference both on foot and with vehicles? Yes  No
2. (a) Is the owner of the soil of the right of way known to the Proposer? Yes  No   
If 'yes' to (a) or (b) please give full details
- (b) Has the consent of the owner to use the right of way been obtained? Yes  No
3. (a) Is the right of way made up to Local Authority standards? Yes  No   
(b) If not, what is the nature of the surface?

## Section 4 Rights of Way/Easements for Services (Continued)

4. Has the proposer or a predecessor in title contributed towards the upkeep of the right of way? Yes  No
5. Is the right of way:-
- (i) a bridleway? Yes  No
- (ii) a public footpath? Yes  No
- (iii) over common land? Yes  No
- (iv) designated as a footpath on the definitive map held by the Local Authority? Yes  No

### Material Facts

State any other material facts here. Failure to do so could invalidate the policy. A material fact is one which is likely to influence an Insurer in the assessment and acceptance of the proposal. If you are in any doubt as to whether a fact is material then it should be disclosed to the Insurer.

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### Checklist

Please supply

- a letter from the Proposer's solicitor explaining the position generally
- a plan of the property and surrounding area showing the location of the right of way and indicating any use by owners of other properties
- draft statutory declaration(s) in support of use of the right of way including confirmation that such use has not been challenged
- a search in the Land Registry including a Land Registry mapping search and a search in the Registry of Deeds

### B Easements for Services

1. Please specify the services to which this proposal relates
2. When were the services installed?
3. Has any person or corporate body attempted to restrict or deny use of the services? Yes  No
- If 'yes', please give full details

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### Material Facts

State any other material facts here. Failure to do so could invalidate the policy. A material fact is one which is likely to influence an Insurer in the assessment and acceptance of the proposal. If you are in any doubt as to whether a fact is material then it should be disclosed to the Insurer.

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### Checklist

Please supply

- a letter from the Proposer's solicitor explaining the position generally
- a plan of the property and surrounding area showing the location of the services and indicating any use by owners of other properties
- draft statutory declaration(s) in support of use of the services including confirmation that such use has not been challenged

## Section 5 Restrictive Covenants

State

1. (a) The date(s) of the Deed(s) imposing the covenant(s) (1)
- (2)
- (3)
- (4)
- (b) the full names of all parties to the conveyances (1)
- (2)
- (3)
- (4)

## Section 5 Restrictive Covenants (Continued)

(c) the covenants for which cover is required

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2. (a) The existing use of the property

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(b) whether the covenant(s) have already been breached

Yes  No

If **'yes'**, in what manner?

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(c) whether any objection has been raised as a result of the breach

Yes  No

If **'yes'**, please supply details

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3. Has an approach been made to the covenantee(s) or any other party who may have the benefit of the covenant?

Yes  No

If **'yes'**, with what result?

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4. If a new breach is planned, state:-

(a) (i) type and number of properties

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(ii) number of storeys of each type

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(iii) market value of each type

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(b) (i) whether the development has been advertised

Yes  No

If **'yes'**, in what form and when?

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(ii) whether there has been any adverse reaction

Yes  No

If **'yes'**, please supply details

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(c) whether planning consent for the development has been obtained

Yes  No

If **'yes'**, state:

(i) the date of application

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(ii) whether any objection has been received by the Planning Authority

Yes  No

(iii) the grounds of any objection received

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(d) whether an application has been made to the Land Registry for removal or modification of the covenant(s)

Yes  No

If **'yes'**, please give full details

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(e) the extent of the land subject to the covenant(s) and that owned by the covenantee at the time of conveyance if known

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(f) whether local solicitors consider the covenants to be enforceable

Yes  No



## Important

You must tell us any other facts which are likely to affect whether we agree to provide cover, or how we assess the risks proposed for insurance, including but not limited to:

- a) Previous insurance claims
- b) Any convictions, offences or prosecutions pending of any nature (for example, but not limited to, fraud, theft or the handling of stolen goods)\*

If you are not sure whether you should tell us about something, please tell us anyway. This is for your own protection because, if you do not give us all the information we need, your policy may not provide you with the cover you need, a claim may not be paid, the policy may be declared invalid and void or may be cancelled, and you may encounter difficulty trying to purchase insurance elsewhere.

\* An individual is not required to disclose a spent conviction when supplying information on past convictions. To determine whether or not a conviction is a 'spent conviction' under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016 please visit [www.irishstatutebook.ie](http://www.irishstatutebook.ie)

**Warning:** As it is an offence under the Road Traffic Act to make any false statement or withhold information to get a certificate of insurance, you should make sure that you answer all questions fully and accurately. If the proposer is a firm or a private company, you must read and answer the questions as though they also apply to each individual partner or member

Under the third EU Non-life Directive we must give you the following information before you buy your policy.

**The law that applies to the contract** - Under the relevant European and Irish laws, we Aviva Insurance Ireland DAC and you, the proposer, are free to choose the law that will apply to the contract. We propose that Irish law will apply to the contract, We, Aviva Insurance Ireland DAC, will provide the insurance under this policy.

**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, 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.

ONLY SIGN THE FOLLOWING DECLARATION IF YOU FULLY UNDERSTAND, AND HAVE MET, ALL OF THE ABOVE REQUIREMENTS.

**Declaration** - I/We confirm that, all the details, answers and information given in this proposal are true, accurate and complete. I acknowledge that this proposal will form the basis of my/our contract with Aviva Insurance Ireland DAC.

Signature of Proposer or Proposer's Agent

Date: / /

## Aviva Data Protection - Privacy Notice

### 1. Personal Information

The Data Controller responsible for this personal information is **Aviva Insurance Ireland DAC** ("We" "Us" "Our") as the underwriter of the product. Additional data controllers include Your intermediary/broker who is responsible for the sale and distribution of the product and any applicable reinsurers that We may use.

"You" means the Proposer<sup>1</sup> and/or the Data Subject<sup>2</sup> as the case may be.

We collect and use personal information which has been provided to Us by You and from other sources as part of the application process for this Legal Contingency Insurance Product and any additional personal information which may be provided to Us in the future in the context of Us performing services relating to the Legal Contingency Insurance Product.

This Data Protection Notice explains the most important aspects of how We use that information and what rights can be exercised in relation to such personal information. We will keep information which You provide about yourself and third parties confidential. Further information about the terms We use is contained in Our full Privacy Policy which is available on Our Privacy page at <https://www.aviva.ie/privacy/>, a copy of the Privacy Policy may be requested by writing to Us at Data Protection Officer, Aviva Insurance Ireland DAC, ("**Aviva**") One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651 or call us at 01 898 8000. This Data Protection Notice supplements the Privacy Policy and is not intended to override it.

### 2. Personal information We collect

**Your data/Proposer/Policy holder information:** The personal information We collect, and use may include the name, address, telephone number and/or email address, gender, occupation, of the Proposer, property details, value of property, details of insurance (defective title, adverse possession, rights of way/easement, restrictive covenant), details of when and circumstances title documents were lost, details of any claimants, details of any person with a prior claim or right or interest in the property, photographs, market value of property. For commercial insurance products, We may carry out credit searches in relation to Your business.

**Other people's data:** As well as collecting personal information above, We may also use personal information about other people, for example employees and company officers (in the event of a claim) and any such other personal information requested in the Proposal Form.

**Note: If You are providing information about another person We expect You to show them this Data Protection Notice and ensure that they have given You permission to provide this information to Us. If they have any concerns, please ask them to contact Us in one of the ways described in the "Contacting Us" section overleaf.**

We may record Your telephone conversations for verification purposes, to ensure We have Your instructions and for training purposes.

**Claims data:** If a claim is made We may also collect personal information about the claim from You and from any relevant third parties.

**Note: You don't have to provide Us with any personal information, but if You don't provide the information We need We may not be able to proceed with Your application or any Claim You make. We will let You know what information is required to proceed with Your application or any claim You may make.**

**Criminal Conviction data:** We may need to ask for details relating to unspent convictions<sup>3</sup> relating to You or somebody else material to this risk including in the event of a claim.

**Health Data:** We may receive details relating to the health data of persons material to this risk including in the event of a claim. If You are asked to provide health data, please do not send the results of any genetic tests carried out on You or any other relevant person. We will only collect and use such information where We need to and where it is proportionate for the purposes of obtaining and maintaining this Product.

<sup>1</sup>E.g. Solicitor.

<sup>2</sup>A Data Subject is any living individual whose personal information We process.

<sup>3</sup>An individual is not required to disclose a spent conviction when supplying information on past convictions. To determine whether or not a conviction is a 'spent conviction' under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016 please visit [www.irishstatutebook.ie](http://www.irishstatutebook.ie) for further details.

**We recognise that information about health data and/or criminal convictions is particularly sensitive information. We will only collect and use such data as follows:**

Purpose for which it is used	Our legal basis for using it
Conviction data used for the purposes of providing a quote, underwriting, processing any claims, in the context of a fraud investigation, handling any complaints and managing reinsurance arrangements.	To perform the Insurance Policy and persons covered.
Health data may be used for the purposes of processing any claims and in the context of a fraud investigation handling any complaints and managing reinsurance arrangements.	Irish Data Protection law allows Us to use health data in connection with the Policy.
We may also need to use health and/or criminal data for the purposes of establishing, exercising or defending legal rights, including in connection with advice, claims, or proceedings, and where authorised by law.	

### 3. How We collect personal information

We may collect personal information from:

- You;
- Your Broker;
- Your Solicitor;
- Barristers;
- Banks/Mortgagee;
- Architect;
- Estate agents;
- Local historians;
- Statutory Declarations;
- Claimants;
- Land Registry or Registry of Deeds searches;
- Local Authority;
- Neighbours of adjoining properties;
- Ordinance Survey Maps;
- Planning searches;
- Previous owners;
- Possessors in title;
- Letters of objection to planning application/permission;
- Persons who have rights of way covenants, or licence;
- Publicly available information including social media websites and online content, newspaper articles, TV, radio and other media content, court judgements,
- Insurance industry databases, financial and credit check databases (e.g. Experian, Solo check, Dun and Bradstreet, Stubbs Gazette, judgement, bankruptcy searches, Companies office searches) and other commercial databases;
- Other records within the Aviva Group if You have or have had other insurance policies with or sought a quote from another Aviva company or third-party claims;
- Third parties involved in a claim (including a claimant, private investigators/tracing agents engaged by Us in connection with the investigation of a claim, witnesses, solicitors and independent experts); and
- When You visit one of the Aviva Group websites.

We may receive documentary evidence (e.g. for the purpose of conducting anti-money laundering checks) which may contain Personal Data belonging to other people unrelated to the Legal Contingency Insurance Product (e.g. a co-addressee on a bill or a partner's name on a Marriage Certificate). The Personal Data collected by Aviva with respect to such people is not used by Aviva but is retained as part of Our records. All Personal Data on these other people will be removed from Our records in line with Our Data Retention Policy.

### 4. How We use personal information

We may collect and use personal information for the purposes, and on the legal basis, set out below:

Purpose for which it is used	Our legal basis for using it
To provide a quote, including making a decision as to whether We can provide You with cover and at what price.	<ul style="list-style-type: none"> <li>• To take steps at Your request prior to entering into Your Policy.</li> <li>• Consent where another person provides Your data to Us so that We can provide them with a quote.</li> </ul>
To verify Your identity.	<ul style="list-style-type: none"> <li>• To perform the Policy.</li> <li>• To take steps at Your request prior to entering into the Policy.</li> <li>• To comply with Our legal obligations.</li> </ul>
To provide insurance cover and administer the insurance Policy, including dealing with any queries or changes, payments, renewals and processing a cancellation of this Policy.	<ul style="list-style-type: none"> <li>• To perform the Policy.</li> </ul>
To validate, investigate and/or process any claims You or another person makes in relation to the insurance Policy.	<ul style="list-style-type: none"> <li>• To perform the Policy.</li> <li>• To comply with Our legal obligations.</li> </ul>
To maintain arrangements, We have with reinsurers.	<ul style="list-style-type: none"> <li>• For Our legitimate interests in managing Our business.</li> </ul>
For management information purposes including portfolio assessment, performance reporting and management reporting, auditing and the provision of legal advice which are key governance functions to protect the business.	
For a proposed portfolio transfer, reorganisation, transfer, disposal or other transaction relating to Our business.	
To detect and prevent fraud.	<ul style="list-style-type: none"> <li>• For Our legitimate interests in managing Our business.</li> <li>• To perform Your Policy.</li> <li>• Processing is necessary to comply with Our legal obligations.</li> </ul>
To comply with laws and regulations.	<ul style="list-style-type: none"> <li>• Processing is necessary to comply with Our legal obligations.</li> </ul>

We process this information and store it on Our computer and manual record systems.



## 5A. How We share personal information with others

We may share personal information: -

- With other Aviva group companies;
- With Our agents and third parties who provide services to Us, (e.g. Tracing Agents, Private investigators, Solicitors and Barristers providing services managing a claim);
- With regulatory bodies and law enforcement bodies, including the Central Bank of Ireland, the Gardaí or the Revenue Commissioners, Financial Services and Pensions Ombudsman, Inspector of Taxes, Criminal Assets Bureau, Data Protection Commission and Department of Social Protection, Land Registry, Registry of Deeds e.g. if We are required to do so to comply with a relevant legal or regulatory obligation;
- To carry out other activities that are in the public interest: for example, We may need to use personal information to carry out anti-money laundering checks;
- Where applicable with other organisations for theft investigation or fraud prevention and fraud detection purposes;
- With reinsurers who provide reinsurance services to Aviva and for each other in respect underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with Our brokers who arrange and manage such reinsurance and insurance arrangements. Reinsurers will use Your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep Your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third-party service providers, law enforcement and regulatory bodies;
- In the event of any contemplated or actual reorganisation, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of Our business, assets or stock (including any insolvency or similar proceedings); and
- To meet any legal obligation, including to the relevant ombudsman if a complaint has been made about the product or service We have provided.

## 5B. Transfer of Personal Data outside EEA

Some of the organisations with whom We share information with are located outside of the European Economic Area (EEA), including India. These locations may not provide an adequate level of protection. We'll always take steps to ensure that any such transfer of information is carefully managed to protect privacy rights and such measures will be in line with the requirements of European Data Protection Laws. For more information on this please see Our Privacy Policy or contact Us in one of the ways described below. We will not disclose Your personal data to parties who are not authorised to process it.

## 5C. How We share Your personal information with others for fraud prevention

The data You provide will be used by Us and shared with other insurers as well as certain statutory and other authorised bodies for anti-fraud purposes including:

- sharing information about You with other insurers, public bodies and the Gardaí;
- private investigators, tracing debtors or beneficiaries, recovering debt, managing Your accounts and/or insurance policies; and
- undertaking fraud searches on publicly available information as outlined above and where applicable checking the Insurance Industry claims database, Insurance Link. For more information on Insurance Link please go to [www.inslink.ie](http://www.inslink.ie). This database helps insurers check claims information and prevent fraudulent claims.

## 6. Credit searches

For commercial policies, We may carry out credit searches against the policyholder through third parties who provide Us with credit information.

## 7. Online information

When You visit one of the Aviva Group websites, We may record information about Your computer or mobile device, including hardware and software used, general location, when and how You interact with Our websites. This information is used to note Your interest in Our websites, improve customer journeys.

## 8. How long We keep personal information for

We maintain a Data Retention Policy to ensure We only keep personal information for as long as We may reasonably need it for the purposes explained in this Data Protection Notice. We keep information for the period necessary to manage Our business or as required by law or contract. We may also need to keep information for example to ensure We have an accurate record in the event of a complaint or to defend legal claims, carry out relevant fraud checks, or where We are required to do so for legal, regulatory or tax purposes. We will not retain personal data longer than necessary to fulfil the purposes for which it was collected or to fulfil legal obligations, or as permitted by law.

The individual retention periods depend on the type of personal data and the purpose of its processing. Information submitted for a quotation may be retained by Us for a period of up to 15 months from the date of the quotation. Where You purchase a product from Us, information will be held for the duration of the cover and for at least 7 years after Our business relationship has ended in order to comply with applicable laws and regulations and where applicable for use in connection with any claims. Afterwards, We will delete the personal data.

For more information on Our data retention policies please see Our Privacy Policy or contact Us – refer to the details in the “Contacting us” section below.

## 9. Your rights in relation to Your personal information

You have various rights in relation to Your personal information, including:

- the right to request access to Your personal information;
- correct any mistakes on Our records;
- erase or restrict records where they are no longer required;
- object to use of personal information based on legitimate business interests including profiling and marketing or public interests;
- ask not to be subject to automated decision making<sup>4</sup> if the decision produces legal or other significant effects on You;
- move (in a structured, commonly used and machine-readable format) certain data to other providers (data portability).

Where We rely on Your consent as Our legal basis for the use of personal data You have a right to withdraw Your consent to such use.

**Note: You have the right to object to use of personal information based on legitimate business interests. If You do object, We will have an opportunity to demonstrate that there are compelling legitimate grounds which override Your rights and freedoms or that processing is necessary for the establishment, exercise or defence of legal claims. Please note that any successful objection may prevent Us assessing future claims and/or the Policy may be cancelled.**

For more details in relation to Your rights, including how to exercise them, please see Our full Privacy Policy or contact Us in one of the ways described overleaf.

<sup>4</sup>Not applicable to this product

## **10. Contacting Us**

If You have any questions about how We use personal information, or if You want to exercise Your rights stated above, please contact Our Data Protection team by either emailing them at [DPO@aviva.com](mailto:DPO@aviva.com), writing to the Data Protection Officer, Aviva Insurance Ireland DAC, One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651 or call Us at (01) 898 8000.

If You have a complaint or concern about how We use Your personal information, please contact Us in the first instance and We will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Data Protection Commission at any time by emailing [info@dataprotection.ie](mailto:info@dataprotection.ie) or writing to the Data Protection Commission, Canal House, Station Road, Portlaoine, Co. Laois, Ireland or call them at either +353 (0761) 104 800 or LoCall 1890 25 22 31.

## **11. Changes to Our Data Protection Notice**

Occasionally, it may be necessary to make changes to this Data Protection Notice and/or the Privacy Policy for example to keep it up to date or to comply with legal requirements, and any such amended Data Protection Notice will only apply from the time of amendment.

The most recent version will always be available on Our website. Please review Our full Privacy Policy each time You use Our website or avail of Our services.

### **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.