AMETHYST

All Risks Mid Net Worth
Home Insurance Policy

Republic of Ireland - 2022



Provided by

Plum
UNDERWRITING

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AMETHYST

Welcome to Plum Underwriting

Thank you for choosing to insure your home with Plum Underwriting.

Plum Underwriting is a specialist home insurance provider, established in 2002. We offer our products to our broker partners in the UK and Ireland, and have built a consistently good reputation based on our excellent customer service and underwriting strengths.

We strive to ensure that you, the policyholder, receive a home insurance policy that is tailored to meet your individual requirements.

We choose our insurers who cover the risks in the policy very carefully, based on their financial strength and service capabilities. The insurer(s) for your policy is as detailed in your policy schedule. Our claims service is designed to respond when you need it most – 24 hours a day, 7 days a week.

We are delighted to be given the opportunity to insure your home and can assure you that we will do all we can to keep you as a valued customer for many years ahead.



David Whitaker
Managing Director

Your Policy

In return for payment of the premium shown on **your schedule, we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this **policy**, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown on **your schedule**.

It is essential that **you** read **your policy** very carefully.

Your policy sets out clearly what is and what is not covered and to assist **you**, any words or phrases with special meanings are shown in bold text and are defined under the 'Definitions – Words with Special Meanings' section of the **policy**.

The **policy** sections are:

1. **Buildings**
2. **Contents**
3. **Fine Art**
4. **Valuables**
5. **Your** Liabilities
6. Legal Expenses & Identity Theft
7. Home Emergency
8. Cyber

Your schedule details which sections are operative and which **insurer** is providing the cover under each section.

Upon request **Plum Underwriting** can provide Braille, audio or large print versions of the **policy** and the associated documentation. If requested **Plum Underwriting** can also provide a copy of the **policy** in the Irish language. If **you** require an alternative format **you** should contact **Plum Underwriting** through whom this **policy** was arranged.

The language of this insurance contract and all communications relating to it will be in English.

Information You Have Given Us

In deciding to accept this **policy** and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

(a) treat this **policy** as if it never existed;
(b) decline all claims; and
(c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

(i) treat this **policy** as if it had never existed, refuse to pay all claims and return the premium **you** have paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
(ii) treat this **policy** as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
(iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **we** will have the right to:

(1) give **you** thirty (30) days' notice that **we** are terminating this **policy**; or
(2) give **you** notice that **we** will treat this **policy** and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this **policy**.

If this **policy** is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

Change in Circumstances

You must tell **us** within fourteen (14) days of **you** becoming aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **your policy** or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

Cooling Off and Cancellation

Cooling-Off Period

If, for any reason, **you** feel that this insurance is not right for **you, you** are entitled to cancel this insurance by notifying **us** through **your broker or insurance intermediary** in writing, by email or by telephone within 14 working days of either the date **you** receive **your policy** documentation or the start of the **period of insurance**, whichever is the later.

Should y**ou** choose to cancel **your policy** within the 'Cooling-Off Period', **we** will cancel **your policy** from:

1) the start of the **period of insurance** treating this **policy** as if it had never existed. **We** will refund any premium **you** have paid, provided that **you** have not made a claim, or
2) the date **you** have requested cancellation provided the date is within the 'Cooling-Off Period'. Any refund will be on a proportional basis providing the **period of insurance** has been claim free. If **you** have made a claim, **you** will not be eligible for a refund.

Any **policy** fees paid from the start of the **period of insurance** will be refunded to **you** and no **policy** fee will be charged for cancellation.

Your broker or insurance intermediary contact details are shown on **your schedule**.

Cancellation

1. Cancellation of **your policy** by **you**:

You may cancel this **policy** at anytime by notifying **us** through **your broke**r **or insurance intermediary** in writing, by email or by telephone.

Your broker or insurance intermediary contact details are shown on **your schedule**.

2. Cancellation of **your policy** by **us:**

We may cancel this **policy** or any part of it if there are serious grounds to do so by giving **you** 30 days written notice through **your broker or insurance intermediary** detailing the reason for cancellation by recorded delivery to the correspondence address stated on **your schedule**.

We will detail the reason for the cancellation in **our** written notice to **your broker or insurance intermediary**.

Examples of where **we** would cancel **your policy** are as follows:

1. Where **Plum Underwriting** has been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker or insurance intermediary**.
   If **you** pay **your** premium to **us** through a direct debit facility, **we** will allow 30 days for the premium to be brought up to date. If **you** fail to do so **we** will cancel from the date at which **you** have paid the relevant premium.
2. A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
3. Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
4. **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
5. If **you** have acted fraudulently in any way.
6. **You** have deliberately or falsely overstated information given to **us**.

3. Cancellation by **us** following a fraudulent claim:

If **you** make a fraudulent claim under this **policy we** will cancel **your policy** from the date of the fraudulent act and **we** will retain 100% of the premium.

4. Premium refund following cancellation of **your policy:**

In the event of cancellation by **you**, **your** premium refund will be calculated as follows:

If **you** cancel after the initial 14 day 'cooling off' period any refund will be on a proportional basis less the **policy** fee and always subject to the **period of insurance** being claim free.

If **you** have made a claim in the **period of insurance** being cancelled **we** will retain 100% of the premium and no refund will be due to **you**.

In the event of cancellation by **us**, **your** premium refund will be calculated as follows:

Any refund will be on a proportional basis and always subject to the **period of insurance** being claim free. If **you** have made a claim **you** will not be eligible for a refund and **you** must pay **us** any amount **you** still owe **us** for the full annual period for which **you** have been insured.

Policy Fees

Plum Underwriting apply fees to administer all policies. Full details regarding our **policy** fees can be found on **your schedule**.

Please note that should **you** choose to cancel **your policy** within the 'Cooling-Off Period', any **policy** fees paid from the start of the **period of insurance** will be refunded to **you** and no **policy** fee will be charged for cancellation. Please see the 'Cooling Off & Cancellation' section within the **policy** wording for full details.

Customer Service & Complaints Procedure

The **insurers**, **Plum Underwriting** and **your broker or insurance intermediary** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker or insurance intermediary** shown on **your schedule**.

Customer Complaints Procedure

In the event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown on **your schedule**.

Authorisation, Regulation & Compensation

Plum Underwriting

Global Risk Partners Intermediary Limited, a private company limited by shares, Marine House, Clanwilliam Place, Dublin 2, D02 FY24 (Registration Number: 635016), trading as Plum Underwriting is regulated by the Central Bank of Ireland (Register number C186553)

Global Risk Partners Intermediary Limited - UK Branch of 55 Mark Lane, London EC3R 7NE, UK is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.

Global Risk Partners Intermediary Limited is a subsidiary of Global Risk Partners Limited.

Your Insurers

The **insurers** for **your policy** are detailed on **your schedule** under the 'Insurers' section.

You can also visit the **Plum Underwriting** website which shows further detail at www.plum-underwriting.ie/about-us/republic-of-ireland-insurers/

Full details regarding who authorises and regulates the **insurers** are included on **your schedule** under the 'Authorisation, Regulation & Compensation' section.

All **insurers** follow the Central Bank of Ireland for the conduct of business rules in Ireland unless stated otherwise on **your schedule**.

Insurance Compensation Schemes

All **insurers** providing cover under this **policy** and **Plum Underwriting** are covered by the relevant compensation scheme. **You** may be entitled to compensation from the scheme if an **insurer** or **Plum Underwriting** is unable to meet its obligations to **you** under this contract.

Full details regarding which compensation scheme applies to whom are included on **your schedule** under the 'Authorisation, Regulation & Compensation' section.

Subscribing Insurers' Several Liability

Your policy or sections of **your policy** may be underwritten by more than one **insurer**. **Your schedule** confirms who the **insurer(s)** are for **your policy** or section of **your policy**.

Where there is more than one **insurer** noted, each **insurer** is solely responsible for their own percentage of **your policy** or section of **your policy**, they are not responsible for any other **insurer(s)** percentage of **your policy** or section of **your policy**.

The responsibility does not pass to any other **insurer** noted in the event that for whatever reason, another **insurer** does not satisfy all or part of its obligations under **your policy** or section of **your policy**.

This is standard procedure where more than one **insurer** is underwriting **your policy** or section of **your policy**. **You** can rest assured that **Plum Underwriting** chooses **insurer(s)** that are financially stable and professional ensuring that they will always meet their obligations in accordance with **your policy** or section of **your policy**.

You can also visit the **Plum Underwriting** website which shows further detail at www.plum-underwriting.ie/about-us/republic-of-ireland-insurers/

Laws Applying

Choice of Law and Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to the inception of this **policy**, this insurance shall be governed by the laws of Republic of Ireland and subject to the exclusive jurisdiction of the courts of Republic of Ireland.

Use of Personal Data

Plum Underwriting and the **insurer(s)** are committed to protecting **your** personal information. **Plum Underwriting** and the **insurer(s**) will use personal information about **you** fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in the Privacy Notice at www.plum-underwriting.ie/info/privacy-policy/ which specifies:

- the information that **Plum Underwriting** and the **insurer(s)** may collect on **you** and from whom;
- how and why this information will be used;
- how **Plum Underwriting** and the **insurer(s)** may share and disclose the information; and
- the retention of **your** data.

In some instances **Plum Underwriting** and the **insurer(s)** may need to seek **your** consent before processing such data. **Plum Underwriting** and the **insurer(s)** will always make it clear to **you** when and why **your** consent is being sought. A hard copy of the Privacy Notice is available on request.

You have a number of rights (including the right of access to see personal information about **you** that is held in **Plum Underwriting** and the **insurer(s)** records) and these are detailed in the Privacy Notice. If **you** have any questions or concerns relating to the Privacy Notice or **Plum Underwriting** data protection practices, or to make a subject access request, please contact:

Plum Underwriting, Data Protection Officer, Marine House, Clanwilliam Place, Dublin 2, D02 FY24.

Insurance Act 1936

All monies which become or may become due under this **policy** shall in accordance with Section 93 be payable and paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

The appropriate Stamp Duty has been paid or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Government Charges

The First Premium herein includes any such charges.

Currency

It is understood and agreed that the currency of all premium, **sum insured**, payments and **excesses** shown in the **schedule** of this **policy** or any subsequent renewal notice or endorsement relating thereto shall be deemed to be the Euro.

How to Make a Claim

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section 'How to Make a Claim' on **your schedule** for the contact details.

When notifying a claim, please provide **your** name, **policy** number (shown on **your schedule**), the name of **your broker or insurance intermediary** and full details of the loss or damage.

There are a number of claims conditions that operate. Please refer to the 'Claims Conditions' section of this **policy** wording as well as the individual sections of cover which explain **your** duties in the event of a claim and how **we** deal with **your** claim.

Emergency Repairs

If emergency repairs are required to prevent further damage **you** should arrange for them to be completed immediately.

Should **you** require an emergency plumber or electrician please call the emergency number shown on **your schedule** and simply quote **your policy** number.

Please note that Section 7 of this **policy** covers **you** for Home Emergencies.

Claims Guarantee

If **we** do not pay **your** claim within 4 working days after **you** have agreed **our** settlement figure, **we** will pay interest at **your** bank's base rate. **We** will not do this if **your** premium payments are not up to date or if **your** bank is not in the Republic of Ireland. **You** must provide **your** bank details at the time of settlement otherwise this offer does not stand.

Definitions - Words with Special Meanings

The following definitions apply to all sections of this **policy** unless otherwise stated. Additional definitions are shown in the sections to which they apply.

Accidental Damage

Sudden and unintentional physical damage that occurs unexpectedly and not through wear and tear, breakdown or malfunction.

Act of Terrorism

An act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Bank Cards

Credit cards, chargecards, debit cards, bankers cards and cash dispenser cards which belong to **you**.

Bodily Injury

Physical harm or damage to someone's body including death or disease.

Buildings

The **home** including fixtures and fittings, fitted appliances, lifts, integral garages, outbuildings, greenhouses, sheds, stables, tennis courts, **swimming pools**, hot tubs, septic tanks, domestic oil or gas tanks, paved terraces, ornamental fountains and ponds, lamp posts, house signs, alarms, fixed radio and television aerials, fixed satellite dishes and their fittings and masts, drives, patios, paths, walls, gates, hedges and fences, solar panels, wind turbines, interior decorations all owned by **you** or for which **you** are legally liable at the address shown on **your schedule**.

Also included are underground services, sewers, pipes, cables and drains which connect to the public mains.

Buildings do not include land or water.

Building Works

Any building work (structural and non-structural) over €50,000 (inclusive of VAT) in total.

Building work includes but is not limited to demolition, structural alteration, construction, renovation, refurbishment, structural repair or restoration

Computer Viruses

A set of corrupting, harmful or otherwise unauthorised instructions or code including any malware or a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network.

Contents

Household goods, **outdoor items** and personal property that belong to **you** or for which **you** are legally liable subject to the limits shown under section 2.

This definition includes **fine art**, **valuables**, **home business contents** and **tenant's improvements**.

Contents do not include:

- land or water
- any part of the **buildings**
- any property which is more specifically insured by another insurance
- any living creature

- motor vehicles and trailers (except those used for the domestic care of gardens, horses and pets within the boundaries of the **home**, motorised sit-in toys/miniature vehicles, **electrically assisted pedal cycles**, motorised wheelchairs/powerchairs and mobility scooters)
- caravans and accessories
- boats or vessels other than those defined as **watercraft**
- property which **you** use for business purposes other than **your home business contents**
- **students and boarders possessions**

Domestic Duties

Those duties relating to **your home** and gardens. **Domestic duties** do not include the duties of those who are employed to provide care for **you** other than domestic child care.

Domestic Employee(s)

A person employed by **you** who carries out **domestic duties** for **you** in **your home**.

Examples of **domestic employees** that **we** include:
Housekeepers, nannies, cleaners, gardeners, grooms, butlers, maids and any person employed for general care and maintenance.

We exclude any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.

Electrically Assisted Pedal Cycles (EAPC)

An EAPC must have pedals that can be used to propel it.

It must show either:

- the power output
- the manufacturer of the motor

It must also show either:

- the battery's voltage
- the maximum speed of the bike

Its electric motor:

- must have a maximum power output of 250 watts
- should not be able to propel the bike when it's travelling more than 24.9kmh

An EAPC can have more than 2 wheels (for example, a tricycle).

Endorsement(s)

A change in the terms and conditions of this insurance that can extend or restrict cover.

Excess

The amount stated on **your schedule** or **endorsement(s)** which **you** will be responsible for paying in the event of each and every claim.

Fine Art

Individual items, collections and sets that are of particular value due to their historical age, style, artistic merit or collectability for which **you** are legally responsible including:

- Antique and designer furniture
- Paintings, drawings, etches, maps, prints and photographs
- Rugs and tapestries
- Books and manuscripts
- Statues and sculptures
- Porcelain and glass
- Clocks, barometers, objet d'art and curios

- **Precious metals**
- Stamps, coins and medals
- Wine
- Collectables

We do not cover **fine art** which is business property or **valuables** within the **fine art** section.

Flood

Water from any source external to a building, which enters a building:

a) at or below ground level; or above ground level, provided part of the body of such water is at ground level; and
b) does so with a volume, weight or force which is substantial and abnormal

whether resulting from **storm** or otherwise.

For the avoidance of doubt the following do not constitute a Flood:

c) the gradual seepage or percolation of water into a building (such as rising damp); and
d) water escaping from a water main, drain, sewer, pipe or other thing inside a building, unless such escape was solely the consequence of a flood falling in the above definition.

Heave

Upward movement of the ground beneath the foundations of the **buildings** as a result of the soil expanding.

Home

The private dwelling at the address shown on **your schedule** and its garages, outbuildings and greenhouses.

Home Business

Office work which **you** and **your** employees carry out in **your home**.

Office work means clerical and administrative work only. It does not include any kind of manual work or the use of any machinery other than office equipment.

Home Business Contents

Office furniture and equipment, stationery, office supplies, software, books, records and documents in **your home** all belonging to the **home business** or for which the **home business** is legally responsible.

Landslip

Downward movement of sloping ground.

Money

- current legal tender, cheques, travellers cheques, postal or money orders
- travel and seasonal travel tickets
- premium bonds, savings certificates and share certificates
- gift vouchers, luncheon vouchers, phone cards, current postage stamps (not forming part of a stamp collection) and saving stamps
- electronic cash prepayment cards

kept by **you** for private, domestic and charitable purposes for which **you** are legally responsible.

Outdoor Items

Garden furniture, ornaments, statues, swings, slides and climbing frames, and all other items normally kept outdoors in the garden of **your home**.

Period of Insurance

The length of time the insurance is in force as shown on **your schedule**.

Plum Underwriting

Global Risk Partners Intermediary Limited, trading as Plum Underwriting.

Policy

- The **policy** wording (see the wording reference stated on **your schedule** which confirms which **policy** wording is applicable to **you**)
- **Your schedule**
- Any **endorsement(s)** shown on **your schedule**

Precious Metals

Gold, silver and platinum, including gold and silver plate but NOT jewellery and/or watches.

Premises

The address which is named on **your schedule**.

Rebuilding Expenses

- Costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or rebuilding of the **buildings**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- Costs incurred to comply with government or local authority requirements provided that the **buildings** were originally constructed according to any government and local authority regulations at the time, and **you** received notice of the requirement after the damage giving rise to the claim occurred

Schedule

Your schedule forms part of this insurance and contains details of the **insurers**, **you**, **your** statement of fact, the **premises**, the **sum insured**, the **excess**, any **endorsement(s)**, the **period of insurance** and sections of this insurance that apply.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

Storm

A period of violent weather which may incorporate:

- wind speeds of at least 48 knots (55mph) which are equivalent to Storm Force 10 on the Beaufort Scale.
- torrential rain, falling at a rate of at least 25mm per hour
- snow to a depth of at least one foot (30 centimetres) in 24 hours
- hail of such intensity that it causes damage to hardened surfaces or breaks glass

Students and Boarders Possessions

The personal property (excluding **valuables**) of a permanent member of **your** household whilst living away from **home** at boarding school and/or studying full time at university or college.

Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

Sum(s) Insured

The amounts shown against each section, limit and/or item on **your schedule** and/or in this **policy**.

Swimming Pools

Swimming pools which are permanently installed.

Tenant's Improvements

Alterations, fixtures and fittings, decorations and improvements which **you** or previous occupiers have made as tenant or leaseholder for which **you** are responsible for insuring and are not covered by the landlord's or any other insurance.

Unoccupied

When the **home** has not been lived in and occupied overnight by **you** (or a person **you** have authorised) for more than 60 consecutive days.

Valuables

Gemstones, jewellery, watches, furs and guns which belong to **you**.

Watercraft

- sailboards, surfboards, dinghies, hand-propelled and motorised boats of less than 16 feet or 4.8 metres in length
- motorised **watercraft** with an engine of 25 horsepower or less

We/Us/Our/Insurer(s)

Insurers as named on **your schedule.**

You/Your

Sections 1 – 5 and 7
The person or persons, organisation or company named on **your schedule** as policyholder(s), all members of their family (including foster children and children of co-habiting partners), their civil partner or co-habiting partner and **domestic employee(s)** who all permanently live in the **home**.

Section 8
The person(s) shown on **your schedule** and all permanent members of that person's **home**, including any employees who live in the **home** whose duties are for domestic purposes relating to the **home** and its gardens.
For '3 Cyber online liability', **you** means the person(s) shown on **your schedule** and all members of that person's family who permanently live at the **home**.

Your Broker or Insurance Intermediary

The person or persons who placed this insurance on **your** behalf.

General Conditions

The following general conditions apply to sections 1 to 5 of this **policy** unless otherwise stated below. Additional conditions are shown in the sections to which they apply.

If **you** fail to comply with any of the general conditions this insurance may become invalid, or affect the settlement of any claim under this **policy**.

1. Multiple Premises

Each **premises** included under this insurance is considered to be covered as if separately insured.

2. Safeguarding Your Property

You must take all steps to:

- safeguard **your** property at all times to prevent loss or damage
- maintain **your** property to a good state of repair
- prevent accident or injury.

3. Index Linking

Plum Underwriting will increase **your buildings** and **contents sum(s) insured** (but not **your valuables** or **fine art sum(s) insured**) at each renewal in accordance with the index **we** have set. Whilst the index will help to ensure that **your sum(s) insured** are adequate in line with increasing costs, it is dependent on the **sum(s) insured** disclosed to **us** at the start of **your** policy being correct. It is **your** responsibility to ensure **your sum(s) insured** are adequate at the start and at each renewal of **your policy**.

For **your** protection, if either index falls below zero **we** will not reduce the **sum(s) insured**. No charge is made for index linking during the **period of insurance** but at renewal **your** premium will be calculated on the adjusted **sum(s) insured**.

4. Fraud Prevention (applies to all sections of this policy)

In order to protect the interests of **our** policyholders and to prevent and detect fraud, **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Gardai
- Check and/or file **your** details with fraud prevention agencies and databases
- Undertake credit searches and additional fraud searches.

If **you** provide false or inaccurate information and fraud is identified, details will be passed to the fraud prevention agencies and databases to prevent fraud and money laundering.

We can supply on written request to **us** details of the databases **we** access or contribute to.

5. Sums Insured

You have an ongoing duty to ensure that **your sum insured** represents the full value of the property insured.

For **your buildings**, the full value is the cost of rebuilding by a professional third party contractor if **your buildings** were destroyed (this is not the same as the market value). It must be adequate to include **rebuilding expenses**.

Your sum insured for general **contents** must be the cost to replace as new.

Your sum insured for **valuables** and **fine art** must reflect the current market value.

If, at the time of any loss or damage the **sum insured** does not represent the full value of the property insured, **we** will follow the 'Information You Have Given Us' and 'Change in Circumstances' notice detailed under 'Your Policy' section.

6. Fraudulent Claims (applies to all sections of this policy)

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement **we**:

(a) will not be liable to pay the claim; and
(b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
(c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above:

(i) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
(ii) **we** need not return any of the premium paid.

These remedies will not be available against any other entity insured under the **policy** that was not implicated in the fraud.

7. No Claim Discount

If **you** make a claim under **your policy** and **we** agree to offer **you** renewal terms, **we** will reduce **your** no claim discount at the renewal date of **your policy**.

If **you** do not make a claim under **your policy** and **we** agree to offer **you** renewal terms, **we** will increase **your** no claim discount at the renewal date of **your policy** until **you** reach a maximum of 5 years.

8. Assignment (applies to all sections of this policy)

You cannot transfer **your** interest in this **policy** to anyone else without **our** written agreement.

9. Chimney Maintenance

If **your** chimney(s) and/or flue(s) have not been cleaned within the last 12 consecutive months prior to the commencement date of this **policy, we** will allow 30 days from the **policy** commencement date for **you** to carry this out.

If **you** do not comply with this condition, **we** will not pay any claim for loss or damage or liability resulting from fire due to chimney(s) and/or flue(s) not being cleaned as specified above.

General Exclusions

The following general exclusions apply to all sections of this **policy**. Additional exclusions are shown in the sections to which they apply.

What is not covered:

1. Any loss or damage:
   - that is not associated with the incident that caused **you** to claim.
   - that commenced before cover starts.
   - caused by wilful acts by **you** or where any member of **your** family or household is concerned as principal or accessory or any of **your** employees'.
   - or liability caused by deception (except for the cover provided under Section 8 - Cyber) other than by any person using deception to gain entry to **your home**.
   - caused by or resulting from the **premises** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority.
   - caused by wear and tear to the **buildings**.
   - caused by gradual deterioration, rusting, corrosion, rot, fungus, warping, action of light, moth or vermin, rodents, insects, pests, mould, damp, infestation or climatic conditions.
   - caused by mechanical or electrical breakdown, fault or failure (other than cover for home emergency costs covered by Section 7).
   - caused by coastal or river bank erosion.
   - caused by chewing, scratching, tearing, fouling, urinating and vomiting by **your** pets.
   - for loss or damage due to the failure or lack of grouting or sealant.

Wear & tear excluded under this policy include for example the following:

- damp formed over a period of time.
- blocked or poorly maintained guttering.
- failure of a flat roof due to age.

Mechanical & electrical breakdown excluded under this policy include for example the following:

- electrical failure of electrical components in televisions or computers
- mechanical failure of a clock mechanism.

2. Any loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature caused by or contributed to or 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, or
   b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
3. Any loss, damage, expense, or legal liability caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. Any loss or destruction of or damage to any property, or any loss or expenses resulting or arising from, or any legal liability caused by or contributed to by or arising from the failure of any equipment to correctly recognise the date or change of date.
5. Any loss or damage or liability occasioned by, happening through or resulting from:
   - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power
   - 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.

6. Any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from:
   a) any legal liability of whatsoever nature; or
   b) death or injury to any person,

   caused by or contributed to, by or arising from biological or chemical contamination due to or arising from:
   - an **act of terrorism**; and/or
   - steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived **act of terrorism**.
7. Any loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
8. Any benefit under this **policy** to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.
9. Any claim under this **policy** unless **you** transact **your** Republic of Ireland insurance business for this **policy** through a Republic of Ireland bank account in Euros for the payment of premium from and the payment of claims to **you**.
10. Any claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other insurance.
    This condition does not apply to fatal injury (Section 1 – Buildings – Special Extension 12 OR Section 2 – Contents Special Extension 26).
11. The amount of the **policy excess**.
12. The cost of maintenance or routine redecoration.
13. Loss or damage caused by or resulting from the presence of mica, pyrite or iron pyrite within the **buildings**.
14. **We** will not pay any claim (other than claims covered under Section 8 – Cyber) for loss, damage, liability, cost or expense caused deliberately or accidentally by:
    i. the use of or inability to use any application, software, or programme;
    ii. any **computer virus**;
    iii. any computer related hoax relating to i and/or ii above.
15. **We** will not pay any claim (other than claims covered under Section 8 – Cyber) for loss of or damage to any electronic data (for example files or images) wherever it is stored.
16. This insurance **policy** does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:
    a) infectious or contagious disease;
    b) any fear or threat of a) above; or
    c) any action taken to minimise or prevent the impact of a) above.

    Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Building Works

If **you** intend to undertake any **building works** on any part of the **premises, you** must tell **your broker or insurance intermediary** about the work at least 30 days before the work starts and before **you** enter into any contract for the works.

You do not need to tell **your broker or insurance intermediary** if the work is for redecoration only.

When **we** are notified of the **building works, we** will tell **you** if this affects **your policy**. For example **we** may:

1. amend the terms of **your policy**
2. require **you** to pay more for **your policy**
3. cancel this **policy** in accordance with the Cancellation and Cooling-Off Provisions and offer **you** cover under a more suitable product with **Plum Underwriting**
4. cancel **your policy** in accordance with the Cancellation and Cooling-Off Provisions if the **building works** are too substantial for **us**.

If **you** do not inform **us** of the intended **building works** it may affect any claim **you** make or could result in **your** insurance being invalid.

If **we** agree to continue **your policy** while the **building works** are being carried out at the **premises**, **we** will not pay any claim:

1. for the **building works**. **You** should make sure **your** contractor(s)/builder(s) are insuring these under their own contract works insurance policy.
2. if the cause is confirmed as being related to the **building works**. **You** should make sure **your** contractor(s)/builder(s) are insuring these under their own contract works insurance policy.
3. for any loss, damage or liability arising out of the activities of contractors/builders that have been appointed to undertake **building works**. This should be covered under **your** contractor(s)/builder(s) public liability insurance policy.

Your policy will cover a valid claim that arises during the **building works** where the cause of the loss, damage or liability cannot be identified. However, **we** will not pay any claim arising from fire where the **building works** involve:

a) a naked flame, an open heat source, operations producing sparks or a hot air stripper
b) involve heating of asphalt, bitumen, tar or pitch

unless **you** can prove the requirements detailed under the 'Building Works Conditions' section below have been met.

Building Works Exclusions

If **we** agree to insure **you** while the **building works** are being carried out at the **premises**, the following additional exclusions apply to all sections of this **policy**, unless amended by **endorsement** shown on **your schedule**.

We will not pay any claim for loss, damage or liability:

1. for the **building works** that are being carried out at the **premises**
2. if the cause is confirmed as being related to the **building works**
3. whilst **building works** are being undertaken at the **premises** unless **your** contractor(s)/builder(s) have a minimum of €2,000,000 public liability insurance in place for the duration of the **building works**. It is **your** responsibility to ensure that **you** have evidence of **your** contractors'/ builders' public liability insurance and in event of a claim **you** may be asked to provide this.
4. arising out of the activities of contractors/builders that have been appointed to undertake **building works** at the **premises**
5. resulting from theft or attempted theft from the **home** whilst **building works** are being undertaken at the **premises** other than as a result of violent and forcible entry or exit. This only applies if theft or attempted theft is not otherwise excluded.
6. resulting from fire where the cause cannot be identified unless **you** can prove the requirements detailed under the 'Building Works Conditions' section below have been met.

Building Works Conditions

If **we** agree to insure **you** while the **building works** are being carried out at the **premises**, the following additional conditions apply to all sections of this **policy**, unless amended by **endorsement** shown on **your schedule**.

*Please provide a copy of these conditions to **your** contractor(s), Builder(s), Architect(s) and Project Manager(s)*

1. Heat Application Condition

The following conditions apply whenever there is application of heat involving a naked flame, an open heat source, operations producing sparks or a hot air stripper at the **premises**:

a) all combustible material must be removed a safe distance from the area the work is being carried out. A safe distance must be at least fifteen metres when welding or cutting is taking place. Where such clearance is impracticable, combustible material must be covered by blankets or screens which are both non-combustible and which prevent the transfer of heat into surrounding items or structures.
   Combustible parts of the **premises** must be protected in the same way, and
b) at least one water (with a capacity of more than 8.2 litres), dry powder (with a weight of more than1.2 kilograms) or other fire extinguisher of an equivalent rating or a type suitable for the combustible material at the **premises** is kept immediately adjacent to the area of work in full working order and available for immediate use, and
c) equipment is lit for as short a time as possible before use and extinguished immediately after use, and
d) equipment which is lit or switched on is not left unattended, and
e) on every occasion that work with heat occurs, one hour after work has finished, a thorough examination for any sign of combustion must be made, in and around the work area with the appropriate findings recorded and signed off by an independent party. A hot works permit system is recommended for this purpose.

2. Asphalt, Bitumen and Tar Heaters Condition

The following conditions apply whenever there is work being carried out that involves heating of asphalt, bitumen, tar or pitch at the **premises**:

a) the vessel used for heating asphalt, bitumen, tar or pitch must be attended at all times whilst the source of heat is lit and whilst in use, and
b) a suitably sized spill tray is used which can hold the entire contents of the vessel, which is both non-combustible and which prevents the transfer of heat into surrounding items or structures.

Claims Conditions

The following claims conditions apply to sections 1 to 5 of this **policy**. Additional claims conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this may affect the settlement of any claim under sections 1 to 5 of this **policy**.

Please also refer to the individual **policy** sections for additional comment.

1. Your duties in the event of a claim – Things you need to do

a) Notifying us of a Claim

You must as soon as practicably possible provide details of the claim or possible claim, using the claims contact details as stated on **your schedule**.

b) Circumstances of the Claim

You must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.

c) Liability Claims

If a liability claim is made against **you**, **you** must forward to **us** as soon as is practically possible notice of the claim, including any letter, writ, summons or other legal document **you** receive.

d) Notifying the Gardai or Other Relevant Authorities

You must, following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property:

- tell the Gardai as soon as practicably possible and, if required, any other relevant authorities
- obtain an incident report number (where issued), a property irregularity or other appropriate report.

e) Our Representatives

You must co-operate fully with **us** and **our** authorised representatives including loss adjusters and other experts that **we** have appointed at all times.

f) Other Information and Assistance

You must as soon as practically possible provide any information and assistance **we** may require.

g) Your Authority

You must not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

h) Your Duty of Care

You must take all care to limit any loss, damage or injury.

i) Evidence & Value

Where **we** request, **you** must provide **us** with evidence of value or age (or both) for items involved in **your** claim.

j) Your Property

Your property shall remain **yours** at all times. **We** will only take ownership of or accept liability for **your** property if **we** have agreed with **you** in writing to do so.

If **you** fail to comply with any of the points detailed in '1. Your duties in the event of a claim – Things you need to do' shown above, this insurance may become invalid.

2. How we deal with your claim

a) Payment of Claims

Subject to **you** complying with '1. Your duties in the event of a claim – Things you need to do' as detailed above, **we** will ensure that **we** will pay sums due to **you** for any valid claim allowing time for investigation and assessment of the claim.

b) Defence of Claims

We have the right to:

- take full responsibility for conducting, defending or settling any claim in **your** name
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

c) Joint Insureds

The most **we** will pay is the relevant **sum insured.** If there is more than one of **you** the total amount **we** will pay will not exceed the amount **we** will be liable to pay any one of **you**.

d) Our Rights

After a claim **we** have the right to:

- take over and conduct in **your** name, the defence or settlement of any claim
- prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this insurance
- inspect any damaged property should **we** wish to do so.

e) Excess

In respect of a single event, if **your** claim is for loss or damage under more than one section of **your policy**, **we** will only deduct one **excess** rather than deduct an **excess** per section.

The **excess** deducted will be the highest **excess** of the sections **you** are claiming under.

Section 1 - Buildings

The following cover applies only if **your schedule** shows that it is included.

1. What is covered

We will pay for all physical loss and damage to **your buildings** (including **rebuilding expenses**) listed on **your schedule** up to the **sum insured** during the **period of insurance**, provided that the loss or damage is not excluded under this section, the General Conditions or under the General Exclusions.

2. How much we will pay

The **sum insured** of the **buildings** must represent the estimated cost of rebuilding the **buildings** if it were destroyed in a fire.

i. Sum Insured

The **sum insured** for each **building** is shown on **your schedule**.

Your sum insured may change following a visit from an appraiser appointed by **Plum Underwriting** as well as when **your policy** renews to take into account inflation.

We will pay the cost of repairing, replacing or reinstating the **buildings** subject to the basis of payment indicated on **your schedule**.

ii. Replacement Cover

We will pay the cost of rebuilding or repairing the damaged **building** up to the **sum insured** on **your schedule**. **We** expect **you** to carry out any repair work as soon as is possible. If **you** and **we** agree that it is unreasonable to carry out any repair work then **we** will pay **you** an amount that **we** consider to be fair.

iii. Extended Replacement Cover

If at the time of a loss the replacement cost of **your** property has increased beyond the amount specified on **your schedule**, **we** will pay up to 125% of the amount specified provided that:

- **you** have had either a professional **buildings** valuation carried out within the last five (5) years, or a visit from one of **our** appraisers to calculate the correct rebuild cost and **you** have maintained this value annually including adjustments suggested by **us**, annual inflation costs and re-evaluations, to reflect the full rebuild cost
- **you** have told **us** about any additions, alterations or improvements **you** have made to the **buildings** since the valuation or calculation was carried out and **you** amended the **sum insured** to reflect the work done
- **you** reinstate, replace or repair the **buildings** at the same location. If **you** do not, payment reverts to a **sum insured** basis
- **your home** is not Listed or a Protected Structure.

If Extended Replacement Cover is included this will be shown on **your schedule** under Section 1 - Buildings.

3. Special Extensions

The following special extensions are automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

The limits shown under the following special extensions are in addition to the **sums insured** shown on **your schedule**.

We will pay for:	**We** will not pay for:
1. Alternative Accommodation	
The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under Section 1.	a) this extension for more than 24 months. b) any costs recoverable elsewhere. c) any costs incurred before **we** provided **our** agreement to pay. d) any alternative accommodation payable after the property is reinstated and ready for habitation. e) any alternative accommodation at the same time as paying the loss of rent. f) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.
2. Alterations to the **Home**	
The cost of alterations to the **home** made necessary due to an identifiable physical injury to **you** caused by a sudden and unforeseen accident during the **period of insurance**.	a) more than €15,000 in any one **period of insurance** for both Sections 1 and 2. b) alterations to the **home** following accidents to **domestic employees**.
3. Loss of Rent	
The rent **you** would have received but are unable to recover while the **home** cannot be lived in following loss or damage which is covered under Section 1.	a) this extension for more than 24 months. b) any loss of rent payable after the property is reinstated and ready for habitation. c) any costs recoverable elsewhere. d) any costs incurred before **we** provided **our** agreement to pay. e) any loss of rent at the same time as paying the cost of alternative accommodation.
4. Denial of Access	
The cost of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets and horses, if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.	a) more than €5,000 in any one **period of insurance.** b) more than 30 days from the date when access is first denied. c) any costs recoverable elsewhere. d) any costs incurred before **we** provided **our** agreement to pay. e) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.

We will pay for:	**We** will not pay for:
5. Garden Cover **We** will pay the cost of re-landscaping **your** garden at **your home** if **your** garden is damaged by fire, lightning, explosion, impact by any aircraft or other aerial devices, impact by rail or road vehicles or anything dropped from an aircraft , theft, vandalism and malicious damage.	a) more than 5% of **your buildings sum insured** or €25,000 whichever is the lower amount. b) more than €1,000 for any one plant, tree or shrub. c) any costs relating to any undamaged part of the garden. d) for any plants grown on a commercial basis.
6. Trace and Access The costs incurred to find the source of escape of: a) water, oil or gas (including LPG) from any domestic water or heating installation within the **home** including subsequent repairs to walls, floors and ceilings b) water from underground service pipes, cables, sewers and drains for which **you** are legally responsible outside the **home** but at the address shown on **your schedule.**	a) more than €15,000 in any one **period of insurance**. b) costs incurred if the escape of water, oil or gas (including LPG) commenced before cover starts.
7. Sale of **Your Premises** Anyone buying the **premises** will be entitled to the benefit of Section 1 for the period from exchange of contracts until completion of the sale or expiry of the insurance whichever is the sooner.	a) the **buildings** if they are more specifically insured under any other insurance. b) any claim under any other Special Extensions of this **policy**.
8. Replacement Locks Costs **you** have to pay for replacing and installing locks and keys to safes, alarms, external doors and windows of the **home** following: a) theft or loss of **your** keys; or b) where there is evidence that such keys have been copied by an unauthorised person. No **excess** applies to this Special Extension.	
9. Fixtures & Fittings Loss or damage to fixtures and fittings that would normally form part of **your buildings** whilst temporarily removed from **your home** to another building within the Republic of Ireland.	a) more than 10% of **your buildings sum insured** for any one claim.
10. New Fixtures & Fittings/Building Materials Fixtures and fittings including appliances inside the **home** purchased by **you** for or in the course of installation. Fixed and unfixed building materials and supplies within the boundaries of **your premises** purchased by **you** for use in construction, redecoration, maintenance, repair or alteration of **your home**, and subject to **you** notifying **us** and paying such additional premium as **we** advise at the time.	a) more than €10,000 any one claim.

We will pay for:	**We** will not pay for:
11. Illegal Depositing of Waste	
The removal of illegally deposited waste from **your premises** to a licensed waste management site. Reinstating any damage caused by the illegal dumping of waste at **your premises**.	a) more than €5,000 any one claim.
12. Fatal Injury	
We will pay a benefit if **you** suffer a physical injury as a result of: a) a fire or outward and visible violence by burglars at **your premises**, or b) an assault in the Republic of Ireland provided that death ensures within twelve (12) months of such injury.	a) more than €25,000 per person (or €5,000 for anyone under sixteen (16) years of age) at the time of death. b) this extension more than once under **your policy** for any one incident. c) **domestic employees**. d) more than €25,000 per person (or €5,000 for anyone under sixteen (16) years of age) where both Section 1 - Buildings and Section 2 – Contents are insured.
13. Reward	
A reward to anyone other than **you** or the Gardai who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.	a) more than €10,000.
14. Squatters	
The cost of alternative accommodation for **you** and **your** pets and horses while **your home** is occupied by squatters.	a) more than €10,000 any one claim. b) any alternative accommodation for your lodgers/paying guests unless we specifically agree.
15. Emergency Entries	
Damage to the **buildings** caused when the fire service, the Gardai or the ambulance service have to make a forced entry because of an emergency to **you**.	a) more than €5,000 any one claim
16. Damage by Emergency Services	
The cost of restoring any loss or damage caused to landscaped gardens by the Emergency Services in attending the **premises** due to loss or damage which is covered under Section 1 – Buildings.	a) more than €2,500 any one claim
17. Ground Rent	
Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under Section 1 – Buildings.	a) any ground rent payable after the property is reinstated and ready for habitation. b) any costs recoverable elsewhere. c) any costs incurred before **we** provided **our** agreement to pay. d) more than 24 months.

We will pay for:	**We** will not pay for:
18. Domestic Water, Oil and Gas	
We will pay for any accidental loss of metered water, oil and gas (including LPG) lost from **your** fixed domestic water or heating fuel tank occurring during the **period of insurance**.	a) more than €2,500 in any one **period of insurance**. b) any accidental loss of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement
19. Unauthorised Use of Electricity, Gas or Water	
The costs of metered electricity, gas (including LPG) or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **home** without **your** consent.	a) more than €5,000 any one claim b) where **you** have not acted as soon as practicably possible to stop the unauthorised use once you had been made aware of the unauthorised use.
20. Fire Brigade Charges	
Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** in circumstances which have given rise to a valid claim under this **policy**.	a) more than €5,000 any one claim.
21. Security Expenses	
Costs incurred by **you** to: a) refill fire extinguisher appliances b) replace used sprinkler heads c) reset fire, intruder alarms and closed circuit television equipment following loss or damage which is covered under Section 1 – Buildings.	
22. Removal of Nests	
Costs incurred by **you** to remove bees, wasps and hornets nests from the **premises.**	a) more than €5,000 any one claim.

Where limits are stated under the cover detailed above those values represent the maximum amount payable under that cover subject to all other terms, conditions and exclusions applicable to Section 1 – Buildings.

Section 1 - Buildings - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

What is not covered

1. The **excess** shown on **your schedule**.
2. Loss or damage caused by:
   - storm, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours, hedges within the boundaries of the **home**
   - frost damage or frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the heating is in operation to ensure a constant minimum temperature of fifteen (15) degrees Celsius is maintained throughout the **home** during the months of October to April
   - water suddenly leaking from **swimming pools**
   - escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**
   - theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**.
3. Loss of value following repair, replacement or reinstatement.
4. Loss or damage to **buildings** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
   - to **swimming pools**, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time
   - caused by **settlement**
   - caused by riverbank or coastal erosion
   - arising from defective materials or faulty workmanship
   - arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.
5. Loss or damage to **outdoor items**.
6. Loss or damage caused by escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.
7. More than 50% of the cost of replacing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function but no more than the **buildings sum insured** shown on **your schedule**.

Section 2 - Contents

The following cover applies only if **your schedule** shows that it is included.

1. What is covered

We will pay for all physical loss and damage to **your contents** up to the **sum insured** anywhere in the world during the **period of insurance**, provided that the loss or damage is not excluded under this section, the General Conditions or under the General Exclusions.

2. How much we will pay

The **sum insured** for **contents** must represent the full market value, or the cost of replacement, whichever is the greater.

i. Sum Insured

The **sum insured** for **contents** and **tenant's improvements** at each **home** is shown on **your schedule**. **Your sum insured** may change following a visit from one of **our** appraisers as well as when the **policy** renews to take into account inflation.

ii. Replacement Cover

We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost.

- **We** will not make a deduction for wear and tear
- The most **we** will pay is up to the **contents sum insured**

iii. Extended Replacement Cover

If **you** have had either a professional valuation carried out on **your contents** or a visit from one of **our** appraisers to calculate the correct **contents sum insured** within the last three (3) years and the **contents sum insured** reflects the valuation, the **contents** are insured on an Extended Replacement Cover basis. This means that **we** will pay up to 125% of the **contents sum insured** shown on **your schedule**.

We will only do this if **you** tell **us** about any additions since the valuation was carried out and **you** amend the **contents sum insured** to reflect this. In no event will **we** pay more than 125% of the **contents sum insured** in total for any one claim.

If Extended Replacement Cover is included this will be shown on **your schedule** under Section 2 – Contents.

3. Special Limits

Unless a higher amount is shown on **your schedule** the following special limits are part of the total **sum insured** for **contents**.

We will not pay more than the amounts shown for any one claim:

Valuables	Up to €5,000 per item or in total
Fine Art	Up to €15,000 per item or in total
Precious Metals	Up to €5,000
Quad Bikes, Tractors and Ride On Mowers	Up to €5,000
Watercraft	Up to €5,000
Contents in Outbuildings including Sheds and Green Houses	Up to €20,000
Outdoor Items	Up to €10,000
Theft from Unattended Vehicles	Up to €2,500
Saddlery and Tack Away from the **Home**	Up to €5,000
Home Business Contents	Up to €20,000

4. Special Extensions

The following special extensions are automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

The limits shown under the following special extensions are in addition to the **sums insured** shown on **your schedule**.

We will pay for:	**We** will not pay for:
1. Alternative Accommodation	
The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under Section 2.	a) this extension for more than 24 months. b) any costs recoverable elsewhere. c) any costs incurred before **we** provided **our** agreement to pay. d) any alternative accommodation payable after the property is reinstated and ready for habitation. e) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.
2. Rent **You** Owe	
If any **home** on **your schedule** cannot be lived in due to a covered loss under this **policy we** will pay for rent that **you** have to pay as a tenant.	a) any loss of rent payable after the property is reinstated and ready for habitation. b) any costs recoverable elsewhere. c) any costs incurred before **we** provided **our** agreement to pay. d) this extension for more than 24 months.
3. New Acquisitions	
Loss or damage to newly acquired items of **contents**. a) **you** must inform **us** within: • 365 days for new acquisitions after moving in to **your home** following renovation • 60 days for all other acquisitions b) **you** must pay the additional premium c) the acquisition(s) must be under **your** direct care, custody and control if in transit	a) more than 25% of the **contents sum insured** in any one claim.
4. Denial of Access	
The cost of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets and horses, if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.	a) more than €5,000 in any one **period of insurance**. b) more than 30 days from the date when access is first denied. c) any costs recoverable elsewhere. d) any costs incurred before **we** provided **our** agreement to pay. e) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.

We will pay for:	**We** will not pay for:
5. Pedal Cycles including **Electrically Assisted Pedal Cycles (EAPC)**	a) more than €5,000 any one claim unless a higher amount is shown on **your schedule**. b) loss or damage to pedal cycles or **EAPC** while left unattended while away from the **home** unless locked to an immovable object or kept in a locked building at the time of the theft.
6. **Money** and **Bank Cards** **Your money** and **bank cards** are insured against physical loss or physical damage occurring anywhere in the world during the **period of insurance**. **We** will pay any amounts that **you** legally have to pay if **your bank cards** have been used without **your** permission after they have been lost or stolen.	a) more than €25,000 for **bank cards** for any one incident. b) more than €2,500 for **money** for any one incident. c) **money** left in an unattended vehicle.
7. Fridge and Freezer Contents Loss or damage to fridge or freezer contents due to a change in temperature caused by: a) the accidental failure of the fridge or freezer, or b) contamination by the escape of refrigerant fumes, or c) the failure of the power supply, unless resulting from the deliberate act or restriction of the supply company, strike action or industrial disputes. No **excess** applies to this Special Extension.	
8. Replacement Locks Costs **you** have to pay for replacing and installing locks and keys to safes, alarms, external doors and windows of the **home** following: a) theft or loss of **your** keys; or b) where there is evidence that such keys have been copied by an unauthorised person. No **excess** applies to this Special Extension.	
9. Domestic Water, Oil and Gas **We** will pay for any accidental loss of metered water, oil and gas (including LPG) lost from **your** fixed domestic water or heating fuel tank occurring during the **period of insurance**.	a) more than €2,500 in any one **period of insurance**. b) any accidental loss of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement

We will pay for:	**We** will not pay for:
10. Loss of Personal Electronic Data The cost involved in reinstating **your** electronic data including music, photographs and video digital downloads stored on **your** computer(s) or other personal electronic entertainment equipment as a result of loss or damage covered under section 2.	a) more than €5,000 any one claim. b) any illegal data.
11. Loss of Personal Documents Deeds, bonds, securities, or other similar private documents are lost or damaged as a result of a covered loss, **we** will pay the cost of replacing these personal documents.	a) more than €5,000 any one claim.
13. Temporary **Sum Insured** Increase Loss or damage to additional **contents** between one month before and one month after: a) a wedding, civil partnership, anniversary and birthday, and/or b) a religious celebration.	a) more than 20% of **your contents sum insured** for any one claim. b) any single item, pair or set over €1,000.
14. Ground Rent Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under Section 2 - Contents'.	a) more than 24 months. b) any ground rent payable after the property is reinstated and ready for habitation. c) any costs recoverable elsewhere. d) any costs incurred before **we** provided **our** agreement to pay.
15. Guests, Visitors and **Domestic Employees** Personal Effects Loss or damage to guests, visitors and **domestic employees** personal effects not insured elsewhere while in the **home**.	a) more than €5,000 any one claim. b) any single item, pair or set over €1,000.
16. Moving Home Any loss or damage to **contents** in the course of removal by professional removal contractors between **your home** and any permanent residence anywhere in the world.	

We will pay for:	**We** will not pay for:
17. **Students and Boarders Possessions** Physical loss or damage to **students and boarders possessions** inside the student or boarders accommodation or other occupied building or being carried between those buildings within the Republic of Ireland during the **period of insurance.**	a) more than €5,000 any one claim.
18. Nursing/Residential Care Home Cover Loss or damage to **contents** belonging to **your** dependent family members who are residing in a nursing or residential care home.	a) more than €10,000 for any one claim. b) any single item, pair or set over €1,000.
19. Marquees Loss or damage to marquees and their associated lighting, heating and furnishings occurring during the **period of insurance**, provided that they are not insured elsewhere.	a) marquees hired for more than seven (7) days. b) more than €20,000 for any one claim. c) any costs recoverable elsewhere.
20. Golfers Extension a) Third Party Damage **We** cover all property damage to another person's property caused by **you**, irrespective of legal liability.	a) any claim that is excluded under section 5 - Your Liabilities - Exclusions.
b) Hole in One **We** will pay **you** up to €500 for any expenses incurred if **you** achieve a hole in one in an official golf competition.	a) any claim where **you** do not provide **us** with the scorecard and certificate from **your** club or the match secretary.
c) Hiring Golf Clubs Overseas In the event of loss or damage to **your** golf clubs, borrowed golf clubs or hired golf clubs whilst **you** are playing golf outside of the Republic of Ireland **we** will pay for the hire of replacement clubs.	a) more than €25 per day or €250 in total. b) any claims where **you** do not provide **us** with an invoice detailing the cost of the hire.
21. Reward A reward to anyone other than **you** or the Gardai who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.	a) more than €10,000. b) a reward under this section if 'Section 1 – Buildings' is shown as included on **your schedule**.

We will pay for:	**We** will not pay for:
22. Fatal Injury **We** will pay a benefit if **you** suffer a physical injury as a result of: a) a fire or outward and visible violence by burglars at **your premises**, or b) an assault in the Republic of Ireland provided that death ensures within twelve (12) months of such injury.	a) more than €25,000 per person (or €5,000 for anyone under sixteen 16 years of age) at the time of death. b) this extension more than once under **your policy** for any one incident. c) **domestic employees**. d) more than €25,000 per person (or €5,000 for anyone under sixteen (16) years of age) where both Section 1 - Buildings and Section 2 – Contents are insured.
23. Fire Brigade Charges Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** in circumstances which have given rise to a valid claim under this **policy.**	a) more than €5,000 any one claim.
24. **Contents** Kept Elsewhere Loss or damage to **contents** belonging to **you** whilst kept at another property owned by **you**.	a) more than €5,000 any one claim.
25. Contents in Storage Loss or damage to **contents** kept in a commercial storage facility within the Republic of Ireland during the **period of insurance**.	a) more than €10,000 in any one claim. b) theft unless accompanied by forcible and violent entry.

Where limits are stated under the covers detailed above those values represent the amount payable under that cover subject to all other terms, conditions and exclusions of Section 2.

Section 2 - Contents - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

What is not covered

1. The **excess** shown on **your schedule**.
2. Loss or damage caused by:
   - frost damage or frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the heating is in operation to ensure a constant minimum temperature of fifteen (15) degrees Celsius is maintained throughout the **home** during the months of October to April
   - theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**
   - **you** not receiving goods or services **you** have paid for through any internet website
   - by escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**
   - an item being transported unless it is packed and secured well enough (given the nature of the item and how it is transported).
3. Loss or damage to quad bikes, motorbikes or golf buggies whilst they are being used.
4. Loss or damage to gardens.
5. Loss or damage to **watercraft** whilst in use.
6. Loss or damage to **contents** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
   - caused by riverbank or coastal erosion
   - arising from defective materials or faulty workmanship
   - arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.
7. Loss or damage caused by escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.
8. Loss or damage of casino chips
9. More than 50% of the cost of replacing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function but no more than the **contents sum insured** shown on **your schedule**.

Section 3 - Fine Art

The following cover applies only if **your schedule** shows that it is included.

1. What is covered

We will insure **you** for physical loss or damage to **your fine art** occurring during the **period of insurance** up to the **sum insured** anywhere in the world.

2. How much we will pay

The full cost of repair or replacement up to the **sum insured** shown on **your schedule** or up to any other limit shown below under specific limits and special extensions.

We will also pay up to 50% of the cost of replacing any undamaged **fine art** which forms part of a pair, set, suite or part of a common design or function but no more than the **fine art sum insured** shown on **your schedule**.

The basis of settlement is **our** sole discretion.

3. Special Limits

Items, pairs or sets worth more than €15,000 must be specified individually. For **fine art** not listed individually on **your schedule**, the full value is the replacement cost or current market value, whichever is the greater.

Specified items

Those items in respect of which a valuation has been provided by **you** and accepted by **us** or a value has been agreed by **us**.

For loss or damage to items specified in **your policy we** will pay as follows:

- total loss – **we** will pay the value of that item. For items listed individually, the value is the amount shown for each item specified on **your schedule**
- partial loss – if the item is partly damaged, **you** may decide whether **we** repair, replace or pay the value of the damaged item. If **you** decide to repair the damaged item, **we** will also pay for any loss in value. The most **we** will pay in total is the amount shown for each item specified on **your schedule.**

Unspecified items - all items that **you** have not specified.

- **we** will decide whether to repair, replace or make a cash settlement for any lost or damaged item.
- if **we** decide to make a cash settlement **we** will pay the market value of the item on the date of loss.
- if **we** decide to repair it **we** will also pay for any loss in value.
- the most **we** will pay for any one item, pair or set is €15,000.

Pairs and sets

If any item which has an increased value because it forms part of a pair or set is lost or damaged, any payment **we** make will take account of the increased value. **You** may decide if **we** pay the value of the entire pair or set. The most **we** will pay is the value of that pair or set.

Full payment

If **we** pay the full **sum insured** for an item, pair or set, then **we** have the right to take possession of it.

Recovered property

If **we** recover any of **your** property after a loss, **we** will write to **you** at **your** correspondence address shown on **your schedule** and **you** can buy it back from **us** within sixty (60) days. **We** will charge:

- the amount **we** paid for **your** claim plus interest; or
- the fair market value of the item at the time **we** recover it;
- whichever is less.

4. Special Extensions

The following special extensions are automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

The limits shown under the following special extensions are in addition to the **sums insured** shown on **your schedule**.

We will pay for:	**We** will not pay for:
1. New Possessions	
Loss or damage to **your** newly acquired **fine art** provided **you** advise **us** within sixty (60) days from the date of purchase and **you** pay the full additional premium applicable.	a) more than 20% of the total **fine art sum insured**.
2. Defective Title	
If during the **period of insurance**, a person claims that a piece of specified **fine art** is not rightfully **yours** and **you** are required by law to return the item to its rightful owner, because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it or the value shown in the specification if this is less. **We** will only do this under the following circumstances: • the item was purchased by **you** during the period that the **fine art** has been insured with **us**; and • **you** advise **us** of the claim during the **period of insurance**; and • **you** made reasonable enquiries about its provenance before **you** bought the item. This extension does not apply to any items that **you** inherited or that were given to **you**.	a) more than 10% of the total **sum insured** for **fine art** subject to a maximum of €50,000.
3. Death of the Artist	
If, during the **period of insurance** the value of any **fine art** item specified on **your schedule** has increased due to the death of the artist during that **period of insurance we** will pay up to 200% of the **sum insured** for the item following its loss or damage. **We** will only do this if **you** can produce an independent valuation or purchase receipt which is not more than three (3) years old at the time of the loss or damage. **You** must be able to prove the increased value if **you** claim for the item.	a) more than 200% of the **sum insured** shown on **your schedule** for the item lost or damaged. b) more than €100,000 during the **period of insurance**. c) any claims twelve (12) months or more after the artist's death.

Section 3 - Fine Art - Exclusions

What is not covered

The following exclusions apply to the **fine art** section of the **policy**:

1) Any loss or damage to stamps or coins caused by:
   a) fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, or temperature extremes; or
   b) handling or being worked on.

Section 4 - Valuables

The following cover applies only if **your schedule** shows that it is included.

1. What is covered

We will pay for all physical loss and damage to **your valuables** up to the **sum insured** anywhere in the world during the **period of insurance**, provided that the loss or damage is not excluded under this section, general conditions or under the general exclusions.

2. How much we will pay

The full cost of repair or replacement up to the **sum insured** shown on **your schedule** or up to any other limit shown below under specific limits and special extensions.

We will also pay up to 50% of the cost of replacing any undamaged **valuables** which forms part of a pair, set, suite or part of a common design or function but no more than the **valuables sum insured** shown on **your schedule**.

The basis of settlement is **our** sole discretion.

3. Special Limits

Items, pairs or sets worth more than €5,000 must be specified individually. For **valuables** not listed individually on **your schedule**, the full value is the replacement cost or current market value, whichever is the greater.

Specified Items

Those items in respect of which a valuation has been provided by **you** and accepted by **us** or a value has been agreed by **us**.
For loss or damage to items specified in **your policy we** will pay as follows:

- total loss – **we** will pay the value of that item. For items listed individually, the value is the amount shown for each item specified on **your schedule**
- partial loss – if the item is partly damaged, **we** will decide whether **we** repair, replace or pay the value of the damaged item. If **we** decide to repair the damaged item, **we** will also pay for any loss in value. The most **we** will pay in total is the amount shown for each item specified on **your schedule**.

Unspecified Items - all items that **you** have not specified.

We will decide whether to repair, replace or make a cash settlement for any lost or damaged item. If **we** decide to make a cash settlement **we** will pay the market value of the item on the date of loss. If **we** decide to repair it **we** will also pay for any loss in value. The most **we** will pay for any one item, pair or set is €5,000.

Pairs and Sets

If any item which has an increased value because it forms part of a pair or set is lost or damaged, any payment **we** make will take account of the increased value. **You** may decide if **we** pay the value of the entire pair or set. The most **we** will pay is the value of that pair or set.

Full Payment

If **we** pay the full **sum insured** for an item, pair or set, then **we** have the right to take possession of it.

Recovered Property

If **we** recover any of **your** property after a loss, **we** will write to **you** at **your** correspondence address shown on **your schedule** and **you** can buy it back from **us** within sixty (60) days. **We** will charge:

- the amount **we** paid for **your** claim plus interest; or
- the fair market value of the item at the time **we** recover it; whichever is less.

4. Special Extensions

The following special extensions are automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

The limits shown under the following special extensions are in addition to the **sums insured** shown on **your schedule**.

We will pay for:	**We** will not pay for:
1. New Possessions Loss or damage to **your** newly acquired **valuables** provided **you** advise **us** within sixty (60) days from the date of purchase and **you** pay the full additional premium applicable.	a) more than 20% of the total **valuables sum insured.**
2. Defective Title If during the **period of insurance**, a person claims that an item of jewellery is not rightfully yours and **you** are required by law to return the item to its rightful owner, because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it or the value shown in the specification if this is less. **We** will only do this under the following circumstances: • the item was bought by **you** during the **period of insurance**; • **you** advise **us** of the claim during the **period of insurance**; and • **you** made reasonable enquiries about its provenance before **you** bought the item.	a) more than 10% of the total **sum insured** for jewellery and up to a maximum of €25,000. b) any items that **you** inherited or that were given to **you**.

Section 4 - Valuables - Exclusions

What is not covered

The following exclusions apply to the **valuables** section of the **policy**:

1) Loss or damage to any item being transported unless it is adequately packed and secured depending on the nature of the item and how it is transported.

Section 5 - Your Liabilities

The following cover applies only if **your schedule** shows that it is included.

1. What is covered

If 'Section 1 - Buildings' is covered **you** are automatically insured for the following:

- **your** liability as owner of the **home**
- the 'Special Extensions' shown under 3 below.

If 'Section 2 – Contents' is covered **you** are automatically insured for the following:

- **your** liability as occupier of the **home**
- **your** personal liability
- **your** liability to **your domestic employee(s)**
- the 'Special Extensions' shown under 3 below.

2. How much we will pay

Your Liability as Owner of the **Home**

We will pay any claim that **you** become legally liable for as owner, due to an accident which happens during the **period of insurance** that causes **bodily injury** or physical damage to property in or around the **home**, provided that the claim is not excluded under this section, general conditions and/or the general exclusions.

Your Liability as Occupier of the **Home**

We will pay any claim that **you** become legally liable for as occupier, due to an accident which happens during the **period of insurance** that causes **bodily injury** or physical damage to property in or around the **home**, provided that the claim is not excluded under this section, general conditions and/or the general exclusions.

Your Personal Liability

We will pay any claim that **you** become legally liable for due to an accident which happens during the **period of insurance** that causes **bodily injury** or physical damage to property, provided that the claim is not excluded under this section, the General Conditions and/or the General Exclusions.

Your Liability to **Your Domestic Employee(s)**

We will pay any claim that **you** become legally liable for due to an accident which causes **bodily injury** or disease to **your domestic employee(s)**, provided that the claim is not excluded under this section, the General Conditions and/or the General Exclusions. The accident must happen during the **period of insurance** and arise from work the **domestic employee(s)** are employed to do for **you** in the **territorial limits** or whilst on temporary trips abroad.

3. Special Extensions

The following special extensions are automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

The limits shown under the following special extensions are in addition to the **sums insured** shown on **your schedule**.

We will pay for:

1. Unrecovered Damages

We will cover **you** for sums which **you** have been awarded by a court in the Republic of Ireland and which still remain outstanding 3 months after the award has been made.

We will not pay for:

a) more than €2,000,000 in any one **period of insurance**.

We will pay for:

2. Director or Officer Liability

We will cover **your** legal liability arising out of any voluntary work **you** do as a director or officer of a registered charity or other non-profit seeking organisation.

We will not pay for:

a) more than €1,000,000 in any one **period of insurance**.
b) the first €750 of any claim.

Section 5 - Your Liabilities - Exclusions

What is not covered

The following exclusions apply to the liabilities section of the **policy**:

We do not cover **your** liability arising from:

1. any one accident or series of accidents arising out of any one event, plus the costs and expenses incurred by **you** with **our** written consent for more than the limit shown on **your schedule**.
2. **bodily injury** to **you** or to **your** employees, unless they are **domestic employee(s)**.
3. loss or damage to property owned or occupied by or in the custody or control of **you**, other than property for which **you** as tenant are legally liable to the owner.
4. any animal other than horses, cats or dogs which are not designated as dangerous under the Control of Dogs Act 1986 and the Control of Dogs (Amendment) Act 1992.
5. the ownership, possession, use or control of horses not in accordance with the Local Authority Bye-Laws made under the Control of Horses Act 1996 or amendment thereto.
6. any caravan.
7. any motorised vehicle (other than **electrically assisted pedal cycles**), quad bike, golf buggy, motorbike under 51cc, domestic gardening equipment, wheelchair, trailer or non-motorised horsebox whilst being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.
8. any aircraft or boat or vessel other than what **we** have defined as **watercraft.**
9. the ownership, possession or use of any unlicensed firearm.
10. which **you** have assumed under a contract and which would not otherwise have attached.
11. **bodily injury** arising from any infectious disease, virus or syndrome, including, but not limited to, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused.
12. any business activity, profession or occupation or any activity carried out on **your** land that **you** derive an income from, other than the use of **your home** as an office for non-manual work.
13. any incident occurring outside the **period of insurance**.
14. any claims under the golfer's cover under Section 2 – Contents – 4. Special Extension 20 arising as a result of a pre-existing medical condition unless declared and agreed by **us** with any required additional premium paid. Nor will **we** pay any claims arising from a medical condition which is not substantiated by a written report from the treating doctor confirming **your** inability to play golf.
15. any damages, claimant's costs or expenses arising from libel, slander or defamation.
16. any damages for **you** performing or **your** failure to perform professional services, including advice, for which **you** are legally responsible or licensed.
17. **your** liability for punitive fines, penalties or damages.
18. **your** liability arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you**.
19. any work **your** employees do for **you** other than **domestic duties**.
20. **your** employees work in the United States of America or Canada, after they have been in either or both of these countries for more than eighty nine (89) days in total during the **period of insurance**.

21. **your** ownership, occupation, possession or use of any land or building that is not at the address shown on **your schedule** other than damage to property for which **you** as tenant are legally liable to the owner.
22. if **you** are entitled to payment under any other insurance until such insurance is exhausted.
23. any criminal or violent act to another person or their property.
24. costs and expenses incurred by **you** without our written consent.
25. escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement

Basis of claims settlement

We will pay up to the limit stated on **your schedule** for any one accident or claim.

Section 6 - Legal Expenses & Identity Theft

Your schedule of insurance will show if this Section is operative.

This section provides:-

- 24/7 Legal Advice Helpline
- Insurance for legal costs for certain types of disputes

Terms of Cover

This insurance is managed and provided by MIS Underwriting Limited. It is underwritten by the **insurer** as named on **your** schedule, on whose behalf **we** act.

If a claim is accepted under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and **you** want to use a legal representative of **your** own choice, **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**.

Definitions

Where the following words appear in bold they have these special meanings. These definitions apply to Section 6 of the policy only.

Act

The Residential Tenancies Acts 2004 to 2006 or amendments thereof.

Adviser

Our specialist panel solicitors or accountants or their agents appointed by **us** to act for **you**, or, and subject to **our** agreement, where it is necessary to start court proceedings or a **conflict of interest** arises, another legal representative nominated by **you**.

Advisers' Costs

Legal or accountancy fees and disbursements incurred by the **adviser**.

Adverse Costs

Third party legal costs awarded against **you** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

Costs

Standard advisers' costs and **adverse costs**.

Conflict of Interest

Situations where **we** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

Daily Rate

An amount equal to 1/250th of either of the following:

- If **you** are employed, the average of the amounts shown on **your** payslips from **your** employer during the last 12 months (excluding bonus payments and overtime); or
- If **you** are self-employed, the monthly average of the income **you** declared to the Inland Revenue for the previous tax year

Data Protection Legislation

The relevant **data protection legislation** in force in the Republic of Ireland at the time of the **insured event**.

Deposit

The sum of money collected from the **tenant** in accordance with the **act** in respect of a **tenancy agreement** to which it applies and held by **you** or **your** agent as an indemnity for losses incurred by **you** arising from the **tenant** failing to perform his obligations set out in the **tenancy agreement**. A minimum amount equal to one month's **rent** must be retained as the **deposit**.

Dilapidations Inventory

A full and detailed inventory of **your** contents and their condition within the **insured property** which has been signed by the **tenant**.

Domestic Employee

A person who is employed to carry out domestic duties in **your** household.

Employee

An individual who has entered into or works under (or, where the employment has ceased, worked under) a **contract of employment**.

Excess

The amount that **you** must pay towards the cost of any claim as stated below:-

Property Infringement section: €250

All other sections €Nil

The **excess** shall be paid to and at the request of the **adviser**.

Revenue Audit

An examination by the Revenue of **your** self-assessment return for income tax or capital gains tax.

Guarantor

The individual or organisation assigned to the **tenancy agreement** that has received a **tenant reference** and provided a financial guarantee of the **tenant's** performance of his obligations under the **tenancy agreement**.

Identity Fraud

A person or group of persons knowingly using a means of identification belonging to **you** without **your** knowledge or permission with intent to commit or assist another to commit an illegal act.

Insured Event

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured event** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from **identity fraud** the **insured event** is a single act or the start of a series of single acts against **you** by one person or group of people.

In a claim arising from a **revenue audit**, the **insured event** shall be deemed to be the date Revenue issue a formal notice to **you** notifying of an audit into **your** non-business affairs.

Insured Period

One year from the inception or renewal date shown on **your** schedule.

Insured Property

The **insured property** shown on **your** schedule and declared to **insurers**.

Insurer

Insurers as named on **your** schedule.

Legal Action(s)

- The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;
- The defence of criminal prosecutions to do with **your** employment, or **your** vehicles identity
- The defence of motor prosecutions

Maximum Amount Payable

The maximum payable in respect of an **insured event** is stated below:
All sections: €100,000

PRTB

The Private Residential Tenancies Board.

Rent

The monthly amount payable by the **tenant** to **you** as set out in the **tenancy agreement**.

Standard Advisers' Costs

The level of **advisers' costs** that would normally be incurred in using a specialist panel solicitor or their agents.

Tenancy Agreement

A **tenancy agreement** between **you** and the **tenant** in relation to the **insured property** which falls within the scope of the **act** and which had been registered with the **PRTB** and which is:-

i) Appropriate for the tenancy; and
ii) Where relevant, signed and independently witnessed by **you**, the **tenant(s)** and if required as a condition of the **tenant** reference, the **guarantor**; and
iii) Free from any unreasonably restrictive covenants

The **tenancy agreement** must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.

Tenant

The occupier of the **insured property** named in the **tenancy agreement** as the **tenant** who has received a **tenant reference**.

Tenant Reference

Copies of two forms of identification for the **tenant(s)** (one of which must contain a photograph and the other must be a utility bill), a written employers' reference confirming the **tenant(s)** permanent and current employment and that their salary is sufficient to meet their **rent** liability after deduction of other normal living costs.

Territorial Limits

The Republic of Ireland.

We/Us/Our

MIS Underwriting Limited.

You/Your /Yourself

The person or persons, organisation or company named on **your schedule** as policyholder(s), all members of their family (including foster children and children of co-habiting partners), their civil partner or co-habiting partner who all permanently live in the **home**.

If **you** die **your** personal representatives will be covered to pursue or defend cases, covered under section six (6) of this insurance, on **your** behalf that arose prior to or out of **your** death.

1. What is covered

The insurance covers **costs** as detailed under the separate sections of cover, less any **excess** up to the **maximum amount payable** where:-

a) The **insured event** takes place in the **insured period** and within the **territorial limits**; and
b) The **legal action** takes place within the **territorial limits**.

This insurance does not provide cover where something **you** do or fail to do prejudices **your** position or the position of the **insurer** in connection with the **legal action**.

Insured events covered

What is insured	What is not insured
1. Consumer Dispute **Costs** to pursue a **legal action** following a breach of a contract **you** have for buying or renting goods or services for **your** private use. The contract must have been made after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.	Any claims: a) Where the amount in dispute is below €150. b) Where the breach of contract occurred before **you** purchased this insurance. c) Involving a vehicle owned by **you** or which **you** are legally responsible for. d) Arising from a dispute with any government, public or local authority. e) Arising from the purchase or sale of **your** main home. f) Relating to a lease tenancy or licence to use property or land. g) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled. h) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**. i) Directly or indirectly arising from planning law. j) Directly or indirectly arising from constructing buildings or altering their structure for **your** use, except in relation to disputes where the amount in dispute is below €5000 inc. local taxes.

What is insured	What is not insured
2. Consumer Defence	
Costs to defend a **legal action** brought against **you** following a breach of a contract **you** have for selling **your** own personal goods. The contract must have been made after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.	Any claims: a) Where the amount in dispute is below €150. b) Where the breach of contract occurred before **you** purchased this insurance. c) Involving a vehicle owned by **you** or which **you** are legally responsible for. d) Arising from a dispute with any government, public or local authority.
3. Personal Injury	
Costs to pursue a **legal action** following an accident resulting in **your** personal injury or death against the person or organisation directly responsible.	Any claims: a) Arising from medical or clinical treatment, advice, assistance or care. b) For stress, psychological or emotional injury unless it arises from **you** suffering physical injury. c) For illness, personal injury or death caused gradually and not caused by a specific sudden event. d) Involving a vehicle owned or driven by **you**. e) For **advisers' costs** associated with registering a claim or making an application to claim with the Personal Injury Assessment Board (PIAB).
4. Clinical Negligence	
Costs to pursue a **legal action** for damages following clinical negligence resulting in **your** personal injury or death against the person or organisation directly responsible.	Any claims: a) For stress, psychological or emotional injury unless it arises from **you** suffering physical injury.
5. Employment Disputes	
Standard advisers' costs to pursue a **legal action** in a dispute arising from a **contract of employment you** have entered into for **your** work as an **employee**.	Any claims: a) Where the breach occurred within the first 90 days after **you** first purchased this insurance unless **you** have held equivalent cover with **us** or another insurer continuously for a period of at least 90 days leading up to when the breach first occurred. b) For **standard advisers' costs** of any disciplinary investigatory or grievance procedure connected with **your contract of employment** or the costs associated with any settlement agreement. c) Relating solely to personal injury.

What is insured	What is not insured
6. Property Infringement	
Costs to pursue a **legal action** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to **your** main home.	Any claims: a) Where the nuisance or trespass started within the first 180 days after **you** first purchased this insurance unless **you** have held equivalent cover with **us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started. b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
7. Property Damage	
Costs to pursue a **legal action** for damages against a person or organisation that causes physical damage to **your** main home. The damage must have been caused after **you** first purchased this insurance.	Any claims: a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority. b) In respect of a contract **you** have entered into. c) Directly or indirectly arising from planning law. d) Directly or indirectly arising from constructing buildings or altering their structure for **your** use. e) Directly or indirectly arising from: i.) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building ii.) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground iii.) Land slip meaning downward movement of sloping ground iv.) Mining or quarrying.
8. Property Sale & Purchase	
Costs to pursue or defend a **legal action** arising from a breach of a contract for the sale or purchase of **your** main home.	Any claims: a) Where **you** have purchased this insurance after the date **you** completed the sale or purchase of **your** main home. b) Where the amount in dispute is below €150 plus VAT. c) Directly or indirectly arising from planning law. d) Directly or indirectly arising from constructing buildings or altering their structure for **your** use.

What is insured	What is not insured
9. Motor Prosecution Defence	
Standard advisers' costs to defend a **legal action** in respect of a motoring offence, arising from **your** use of a vehicle. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.	Any claims: a) For **standard advisers' costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy. b) For parking offences which cannot lead to penalty points on **your** licence.
10.Tax	
Standard advisers' costs incurred to represent **you** throughout a **revenue audit** relating to **your** self-assessment tax return.	Any claims: a) Relating to an off shore account held by **you**. b) In respect of the tax affairs of company, or any claim if **you** are self-employed, a sole-trader or in business partnership. c) Any **revenue audit** where **you** have not submitted a self-assessment tax return.
11.Personal Identity Fraud	
Costs arising from **identity fraud**:- a) To defend **your** legal rights and/or take steps to remove County Court Judgments against **you** that have been obtained by an organisation from which **you** are alleged to have purchased, hired or leased goods or services. Cover is only available if **you** deny having entered in to the contract and allege that **you** have been the victim of **identity fraud**. b) To deal with all organisations that have been fraudulently applied to for credit, goods or services in **your** name or which are seeking monies or have sought monies from **you** as a result of **identity fraud**. c) In order to liaise with credit referencing agencies and all other relevant organisations on **your** behalf to advise that that **you** have been the victim of **identity fraud**.	Any claims: a) Where **you** have not been the victim of identity fraud. b) Where **you** did not take action to prevent **yourself** from further instances of **identity fraud** following an **insured event**. c) Where the **identity fraud** has been carried out by somebody living with **you**. d) For **costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss. **You** must agree to be added to the CIFAS Protection Register if **we** recommend it.
12. Vehicle Cloning	
Costs to defend a **legal action** arising from use of the identity of a vehicle owned by **you** by another person or organisation without **your** permission.	Any claims: a) Where the vehicles identity has been copied by somebody living with **you**. b) Where **you** did not act to take reasonable precautions against **your** vehicle's identity being copied without **your** permission. c) For any losses (other than **standard advisers' costs**) incurred by **you** as a result of **your** vehicle's identity being copied without **your** permission.

What is insured

13. Legal Defence

a) **Costs** in a **legal action** to defend **your** legal rights in the following circumstances arising out of **your** work as an **employee**:-
   i.) Prior to being charged when dealing with the Gardai or Health & Safety Executive or others with the power to prosecute
   ii.) In a prosecution brought against **you** in a court of criminal jurisdiction
   iii.) In a civil action brought against **you** for compensation under Data Protection legislation
   iv.) In civil proceedings brought against **you** under legislation for unlawful discrimination.
b) **Costs** in a **legal action** to defend **your** legal rights arising out of a formal investigation or disciplinary hearing brought against **you** by any trade association or professional or regulatory body.
c) **Costs** to defend a **legal action** brought before a formal workplace adjudicator against **you** by a **domestic employee**.

14. Jury Service

a) **We** will pay a **daily rate** for the duration **you** are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from **your** employer or the court.
b) **We** will pay 50% of the **daily rate** for each additional half day **you** are off work while attending jury service providing these costs are not recoverable from **your** employer or the court.

15. Tenant Eviction & Recovery of Rent Arrears

You are covered for **advisers' costs** to pursue:-

a) **Legal action** against a **tenant** or **guarantor** to recover possession of the **insured property** where the **tenant** is in breach of Section 16 or Section 78 (j) of the **act** relating to the rightful occupation of the **insured property**.
b) A **tenant** or **guarantor** for **rent** arrears owed on a tenancy relating to the **insured property** once possession has been gained.

(continued overleaf)

What is not insured

Any claims:

a) For alleged road traffic offences where **you** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non - prescribed drugs, or prescription medication where **you** have been advised by a medical professional not to drive.
b) For **costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
c) For parking offences which cannot lead to penalty points on **your** licence.
d) Following an allegation of violence or dishonesty.
e) For **standard advisers' costs** incurred in excess of any costs **you** are able to recover under a Defendants Costs Order.
f) For **costs** to defend a **legal action** brought against **you** by a **domestic employee** alleging unfair dismissal if **you** have not sought and followed the advice of the **legal helpline** as to the procedure to be adopted.

Any claims:

a) Where **you** fail to provide evidence that **you** successfully completed a **tenant reference** on the **tenant** (and **guarantor** if required) prior to the start of the **tenancy agreement** or where the **tenancy agreement** started more than 31 days after the **tenant reference**.
b) Where **you** are in breach of any aspect of the **act**.
c) Relating to cases brought to the **PRTB** by the **tenant** against **you**.

What is insured

15. Tenant Eviction & Recovery of Rent Arrears (continued)

What is not insured

d) Where **you** have issued an invalid termination notice.
e) Arising from or connected to **your** performance of **your** obligations under the **tenancy agreement**, or where there are insufficient prospects of success in the **legal action** due to the terms of the **tenancy agreement** being unenforceable.
f) Arising from dilapidations unless the missing or damaged items were contained within a **dilapidations inventory**.
g) Where the **insured property** is not solely residential.
h) Where the **tenant** is not aged 18 years or over.
i) Where **you** have allowed the **tenant** into possession of the **insured property** before the **tenancy agreement** has been signed by all parties, a **tenant reference** has been obtained, the first month's **rent** and the **deposit** have been received in cash or cleared funds and the **dilapidations inventory** has been signed by the **tenant**.
j) Where **you** have failed to keep full and up to date rental records or have failed to provide a rent book as required pursuant to the Housing (Rent Books) Regulations 1993 (S.I. No. 146/1993) or any amendment thereto, or where the **tenancy agreement** has been transferred to any other individual or organisation unless all other terms of the insurance have been complied with.
k) If **you** or **your** agent gave any false or misleading information when **you** applied for the **tenant reference**.
l) Where the tenant received a **tenant reference** subject to a **guarantor** and the **guarantor** was not correctly assigned to the **tenancy agreement**.
m) Where **you** are in breach of any rules, regulations or legislation relating to the **deposit**.
n) In relation to dilapidations by the **tenant** to the **insured property** or its contents where **you** have a policy of insurance that covers the dilapidations.
o) Relating to any occupant of the **insured property** over the age of 18, other than the **tenant**.
p) Where **advisers' costs** have been incurred as a result of **your** failure to follow the advice of the **adviser** or arising from **your** failure to take any action recommended by **us** or the **adviser** to recover possession of the **insured property** as promptly as possible.

2. Exclusions

The following exclusions apply in addition to the 'General Exclusions' shown on page 14 of the policy:

1. There is no cover where:-
   a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
   b) An estimate of **advisers' costs** of acting for **you** is more than the amount in dispute
   c) **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval
   d) **Your insurers** repudiate the insurance policy or refuse indemnity
2. There is no cover for:-
   a) Claims over loss or damage where that loss or damage is insured under any other insurance
   b) Claims made by or against **your** insurance adviser, the **insurer**, the **adviser** or **us**
   c) Any claim **you** make which is false or fraudulent or exaggerated
   d) Defending **legal actions** arising from anything **you** did deliberately or recklessly
   e) **Costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims
3. There is no cover for any claim directly or indirectly arising from:-
   a) A dispute between **you** and someone **you** live with or have lived with
   b) **Your** business trade or profession other than as an **employee**
   c) An application for a judicial review
   d) Defending or pursuing new areas of law or test cases
4. Privity of Contract
   Subject to the extent that section 62 of the Civil Liability Act 1961 applies, a person who is not a party to this contract has no rights under it to enforce any term of this contract.

3. Conditions

The following conditions apply in addition to the 'General Conditions' shown on page 12 of the policy:

1. Claims
   a) **You** must notify claims as soon as reasonably possible once **you** become aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced. For claims relating to **identity fraud** and **tenant** eviction & recovery of **rent** arrears, these must be reported within 45 days of **you** becoming aware of the incident.
   b) **We** may investigate the claim and take over and conduct the legal proceedings in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the legal proceedings.
   c) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted.
   d) The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.
   e) The **adviser** will:-
      i.) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
      ii.) Keep **us** fully advised of all developments and provide such information as **we** may require.
      iii.) Keep **us** advised of **advisers' costs** incurred.
      iv.) Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **we** agree in **our** absolute discretion to allow the case to proceed.
      v.) Submit bills for assessment or certification by the appropriate body if requested by **us**.
      vi.) Attempt recovery of **costs** from third parties.
   f) In the event of a dispute arising as to **advisers' costs we** may require **you** to change **adviser**.
   g) **The insurer** shall only be liable for **advisers' costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
   h) **You** shall supply all information requested by the **adviser** and **us**.
   i) **You** are responsible for all legal costs and expenses including **adverse costs** if **you** withdraw from the legal proceedings without **our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.
   j) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

2. Prospects of Success
   At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:
   a) Being able to recover the amount of money at stake.
   b) Being able to enforce a judgement.
   c) Being able to achieve an outcome which best serves **your** interests.

3. Other insurances
   If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

4. Cancellation
   This cover is provided automatically as part of **your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **your** main insurance contract please contact see the 'Cooling Off and Cancellation' section at the beginning of this policy wording.

5. Disputes
   Subject to **your** right to refer a complaint to the Financial Services Ombudsman's Bureau, any dispute between **you** and **us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.
6. Law & Language
   We propose that the contract is governed by Irish law. If there is any dispute as to which law applies it shall be Irish law. The language for contractual terms and communications will be English.
7. Change in Law
   Cover under this policy is based on laws and regulations in force at the time that it was written. If **we** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **we** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

4. How to Make a Claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the Legal Helpline.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a contact form online by visiting www.misunderwriting.com. Alternatively they will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

5. Customer Service

Our aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right promptly. If **you** are unhappy with the service that has been provided **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within 20 working days **you** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within 40 working days **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After 40 working days, if **you** are not satisfied with the delay **you** may refer **your** complaint to the Financial Services and Pensions Ombudsman. **You** can also refer to the Financial Services and Pensions Ombudsman if **you** cannot settle **your** complaint with **us** or before **we** have investigated the complaint if both parties agree. For details and eligibility on the Financial Services and Pensions Ombudsman, see http://www.fspo.ie

Please see the Complaints Procedure shown on **your** schedule for full details on how to proceed.

Section 7 - Home Emergency

Your schedule of insurance will show if this section is operative.

This section of **your** policy is not a household buildings or contents coverage or an equipment maintenance contract. It is designed to compliment a buildings and contents policy, providing benefits and services which are not normally available under such policies. **We** therefore recommend that **you** have, buildings, contents and personal possessions covered by either this or an alternative insurance policy.

There are conditions and exclusions which apply to this section of cover. Please read them carefully to ensure this cover meets **your** needs. **We** do not wish **you** to discover after and incident has occurred that it is not covered.

Definitions

Where the following words appear in bold they have these special meanings. These definitions apply to Section 7 of the policy only.

Authorised Contractor

A tradesperson authorised in advance to carry out repairs under this policy.

Beyond Economical Repair

The point at which **we** estimate that the cost to repair **your** boiler exceeds its value (based on the scale of valuations according to age and boiler) or where spare parts to repair the appliance cannot be obtained.

Covered Event(s)

Emergency to essential services within the **property** listed in 'Section 7 – Home Emergency – 1. What is Covered'.

Data Protection Legislation

The relevant **data protection legislation** in force in the Republic of Ireland at the time of the insured incident.

Emergency

The result of a sudden and unforeseen incident at the **property** which immediately:

1. Exposes the **insured** or a third party to a risk to their health or;
2. Creates a risk of loss of or damage to the **property** and/or any of **your** belongings or;
3. Renders the **property** uninhabitable.

This definition shall include damage to or breakdown of the essential services to the **property** and/or permanent and irreplaceable loss of all keys required to gain access to the **property**, but not outbuildings.

Emergency Repairs

Work undertaken by an **authorised contractor** to resolve the **emergency** by completing a **temporary repair**.

Insured/You/Your

The policyholder and/or any member of the policyholder's immediate family normally living at the **property**.

Local Territory

The Republic of Ireland.

Period of Insurance

Period for which the premium has been paid by **you**.

Permanent Repair

Repairs and/or work required to put right the damage caused to the **property** by the **emergency**.

Property

Your principle permanent place of residence in the **local territory**, comprising of the private dwelling used for domestic purposes, excluding garden and outbuildings.

Temporary Repair

A repair undertaken by an **authorised contractor** which will resolve an **emergency** but will need to be replaced by a **permanent repair**.

We/Us/Our/Insurer(s)

MIS Underwriting Limited.

1. What is covered

1. If **you** suffer a **covered event** at **your property you** should tell **us** on the emergency telephone number as shown on **your** schedule. **We** will then:
   a) Advise **you** how to protect yourself and the **property** immediately;
   b) Organise and pay up to €500 per claim including VAT, call out, labour, parts and materials to carry out an **emergency temporary repair**, or if at similar expense an **emergency permanent repair**.
2. In the event of the **property** becoming uninhabitable and remaining so overnight because of the **covered event**, **we** will subject to, prior agreement with ourselves, pay up to €200 including VAT in total for:
   a) **Your** overnight accommodation and/or
   b) Transport to such accommodation.

   If the **temporary repair** will cost more than €500 including VAT to complete, **we** will advise **you** how much in total the repair will cost. **We** will proceed with the repair only if **you** agree to pay for the amount over €500.

Covered events are as follows:

1. Plumbing problems relating to leaking pipes, blocked drains or leaking radiators
2. Blockages in toilet waste pipes
3. Complete failure of gas or electricity with the **property**
4. Central heating or boiler failure
5. Hot water failure
6. Animals or insects that are destructive in their natural behaviour or considered pests or nuisances including brown rats, black rats, house mice, field mice, squirrels, wasps' nests and hornets' nests only.
7. Permanent and irreplaceable loss of all keys required to gain access to the **property** not including outbuildings
8. Broken or damaged windows and doors presenting a security risk to the **property**.

2. Exclusions

The following exclusions apply in addition to the 'General Exclusions' shown on page 14 of the policy:

1. Any leaking or dripping tap that requires a new washer or replacing external overflows or replacing of boilers, cylinders, tanks, radiators and sanitary ware
2. External overflows, external guttering
3. Burst or leaking flexible hoses which can be isolated or leaking washing appliances.
4. External water supply pipes.
5. Septic tanks, swimming pool installations.
6. Failure of boilers or heating systems that have not been inspected or serviced by a qualified person in accordance to the manufacturers recommendation, **you** may be asked to produce the inspection sheet at the time of the claim.
7. Boilers over 15 years old.
8. Boilers and/or heating systems that are not serviced to manufacturers recommendations.
9. In the event that **your** boiler is found to be **beyond economical repair**, this section will be excluded from **your** policy.
10. Shared water or drainage facilities.
11. Material/labour charges covered by manufacturers/suppliers/installers'.
12. Replacement of light bulbs and fuses in plugs.
13. Any failure of electricity that affects only part of the **property**.
14. Loss of keys for outbuildings and sheds.
15. Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.
16. Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.
17. Any breakdown to the flushing mechanism of toilets.
18. Damage to boundary walls, hedges, fences or gates.
19. Pests outside the main dwelling e.g. in sheds, greenhouses garage and other outbuildings.
20. LPG fuelled, oil fired, solid fuel fired, warm air, solar and unvented heating systems or boilers with an output of over 60 Kw/hr.
21. Electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.
22. Loss or damage arising from circumstances known to **you** prior to the start date of **your** policy.
23. Replacement of boilers, cylinders, tanks, radiators, kitchen appliances and sanitary ware.
24. The cost of replacement parts due to natural wear and tear.
25. Loss or damage however caused to personal items like paintings, electrical goods, jewellery, clothing etc
26. Any loss due to faulty installation of **your** plumbing, heating, electrical system within the **property**.
27. Any faulty installation of a kitchen appliance.
28. Loss or damage arising from disconnection or interruption of mains services which are the responsibility or property of the utility company.
29. Any cost relating to the attempted repair by **you** or **your** own contractor.
30. Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
31. Any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days.
32. Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials or river and/or coastal erosion.

33. Any loss or damage arising as a consequence of:
    i. War, invasion, act of foreign enemies, act of terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
    ii. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
34. Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.
35. **We** will not pay more than 3 claims during any 12 month **period of insurance**.

3. Conditions

The following conditions apply in addition to the 'General Conditions' shown on page 12 of the policy:

1. Costs
    a) **We** will only pay costs which are incurred as a direct consequence of the event which led to the claim **you** are making under this policy up to the policy limit shown in paragraph 1 and 2 above under '1. What is Covered'.
    b) No costs for repairs are payable under this insurance, unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims service telephone number provided and have authorised an approved contractor.
2. Proof of Insurance
    You must quote **your** policy number when calling for help. **You** must produce the relevant identification including boiler service receipts on the demand of the contractor or **our** other nominated agent.
3. Other Insurance
    If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of any claim.
4. Maintenance
    This insurance does not cover normal day to day maintenance at **your property** that **you** should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**.
5. Third Parties
    You must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.
6. Availability of Parts
    Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair. There also may be occasions where parts are no longer available. In these situations **we** will ensure **your property** is safe and if required, the approved contractor will provide **you** with a quotation for a suitable repair.

Privacy and Data Protection Notice - Applicable to Section 6 - Legal Expenses & Identity Theft and Section 7 - Home Emergency

1. **Who We Are**

In this notice, **'we'**, **'us'** and **'our'** refers to MIS Underwriting Limited. For full information concerning MIS Underwriting Limited please visit www.misunderwriting.com. **We** may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

2. **Our Approach to Privacy**

The privacy and security of **your** personal information is very important to **us**. **We** protect **your** information with security measures under the laws that apply. **We** keep our computers, files and buildings secure.

3. **The Information You Provide MIS Underwriting Limited**

We may receive personal information about **you**, when **you** contact MIS Underwriting Limited for example by doing either of the following:

- Reporting an incident involving **your** Home
- Reporting an incident involving **your** Vehicle

This Information may include:

- Basic personal information such as **your** name, address, email address, telephone number, date of birth or age, gender and marital status, **your** car, **your** home, **your** household or **your** travel arrangements.
- Information about **your** other policies, Claims history, Claims data
- Sensitive personal information such as criminal convictions, motoring offences and about **your** health (current state of health or existing conditions).

We may use **your** information to allow **us** to detect and prevent fraudulent applications and claims, for details relating to information held about **you** on the Claims Underwriting and Exchange Register and Motor Insurance Anti-Fraud and Theft Register please visit www.insurancedatabases.co.uk

4. **How Your Data Us Used and Shared By Insurers and Databases In Relation to Insurance**

The data **you** provide will be used by **us** and shared with other insurers as well as certain statutory and other authorised bodies.

5. **Security**

We are committed to protecting the confidentially and security of the information that you provide to us and we put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure of loss of **your** information.

6. **Insurance Administration**

Your information may be used for the purposes of insurance administration by the **insurer**, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the **insurers** compliance with regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention.

Information may also be shared with other insurers either directly or via those acting for the **insurer**, such as Investigators or Loss Adjusters.

7. **Update Your Information, Request to Erase Your Data, Subject Access Request**

If **you** wish to contact **us** regarding this notice you can contact **us** at The Data Protection Officer, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. Telephone: 01 872 0179.
Email – underwriting@misgroup.online – Please put **your** request in the subject line.

8. **How To Find What Information We Hold About You**

You have the right to request a copy of all the personal information **we** hold about **you** in a Subject access request or to have their data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this simply write to us at the address above or contact **us** via email.

9. **Complaints**

You have the right to complain about how **we** treat **your** Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at https://www.dataprotection.ie/en/contact/how-contact-us.

We are only allowed to keep **your** information if **we** need it for the reasons outlined above. **We** will keep it in line with the industry, regulatory and contractual requirements.

Section 8 – Cyber

The **insurer** for the cover granted under Section 8 is named on **your schedule**.

Definitions

In addition to the general definitions the following definitions apply to Section 8 of the **policy** only. Each time one of the words below is used it will have the same meaning wherever it appears in Section 8 or the **schedule**. To help identify these words they will appear in **bold** in the **policy** wording.

Cyber event

- malicious deletion, corruption, unauthorised access to, or theft of **data**; or
- **damage** or disruption caused by **computer virus, hacking** or **denial of service attack**;

affecting **your home systems**.

Damage

Total or partial loss, damage, destruction, or corruption.

Damages

- financial compensation **you** have to pay, except for fines, penalties, liquidated damages (contractual penalties), punitive or exemplary damages (extra damages to punish **you**) or aggravated damages (more severe damages to reflect the seriousness of an offence); or
- third parties' costs and expenses **you** have to pay as a result of a claim being brought against **you**.

Data

Facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by **home systems**, but not including software and programs.

Defence costs

Costs and expenses **we** agree to in writing for investigating, settling or defending a claim against **you**.

Denial of service attack

Malicious and unauthorised attack which overloads any **home systems**.

Hacking

Unauthorised or malicious access to any **home systems** by electronic means.

Home systems

Any personal computing or electronic device that connects to the internet or to other electronic devices and any associated **data**, software and programs.

Personal data

Information which could identify **you** or allow **your** identity to be stolen or fraud to take place on **you**.

1. What is covered

1 – Cyber home systems damage

We will pay for the following arising as a result of a **cyber event you** discover during the **period of insurance:**

a) Home systems restoration

The cost of investigating, reconfiguring and rectifying any **damage** to **your home systems**, and restoring **data** (but not the cost to recreate **data** if **you** cannot restore it from other sources).

This does not include the value of **data** to **you**, even if the **data** cannot be restored.

b) Computer virus removal

The cost of locating and removing a **computer virus** from **your home systems**; and

c) Professional assistance

The cost of hiring professional consultants to make recommendations on how to prevent **your home systems** from being infected by **computer virus** or to prevent **hacking**.

2 – Cyber crime

We will pay for the following which **you** discover during the **period of insurance**:

a) Fraud

Your financial loss as the result of a fraudulent communication or input, destruction or modification of **data** in **your home systems** which results in:

- **money** being taken from any account;
- goods, services, property or financial benefit being transferred; or
- any credit arrangement being made;

as long as **you** have not received any benefit in return.

We will also pay the cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently.

b) Telephone hacking

Your liability to make any payment to **your** telephone service provider as the result of **hacking** into **your home systems**.

c) Cyber ransom

The cost of responding, and with **our** written agreement the payment of a ransom demand, if anyone has or threatens to:

- disrupt **your home systems** by introducing a **computer virus**, or to initiate a **hacking** attack or **denial of service attack** against **you**;
- release, publish, corrupt, delete or alter **your data** if this would cause **you** harm or damage **your** reputation;

as long as **you** can demonstrate that **you** have reasonable grounds to believe that the threat is not a hoax, and **you** have reported it to the Gardai.

d) Identity theft assistance

The cost of identity theft assistance, and monitoring **your** credit records, to help **you** to correct **your** credit records and to take back control of **your** identity following the fraudulent use of **your personal data**.

3 – Cyber online liability

We will pay **damages** and **defence costs** arising from a claim first made against **you** by a third party during the **period of insurance** as the result of:

a) Data privacy

You failing to secure, or prevent unauthorised access to, publication of or use of **data** (including any inadvertent interference with any right to privacy or publicity or breach of confidence);

b) Computer virus transmission

You unintentionally transmitting, or failing to prevent or restrict the transmission of, a **computer virus**, **hacking attack** or **denial of service attack** from **your home systems** to a third party; or

c) Defamation and disparagement

Loss of reputation (including that of a product) or intellectual property rights being breached as a result of **your** activities online.

2. How much we will pay

The most **we** will pay for all claims **we** accept under this **policy** in total for the **period of insurance** is the **sum insured**, regardless of the number of claims.

If there is more than one person named on **your schedule**, the total amount **we** will pay following a claim will not exceed the amount **we** would be liable to pay to any one of **you**.

Defence costs

Any **defence costs we** pay will be included within, not in addition to, the **sum insured**.

Paying out the sum insured

For any and all claims arising for the **period of insurance we** may pay the full **sum insured** that applies.

When **we** have paid the full **sum insured, we** will not pay any further amounts for any claims or for associated **defence costs**.

3. Conditions

The following conditions apply in addition to the 'General Conditions' shown on page 12 of the **policy**. If **you** fail to comply with any of these conditions this insurance may become invalid, or affect the settlement of any claim under this **policy.**

1. Reporting a claim

As soon as **you** know about any incident or circumstance that may result in a claim against **you** or a claim under **your policy**, **you** must:

- take all reasonable steps and precautions to prevent further damage or other loss covered by **your policy**;
- immediately tell the Gardai about any loss or damage relating to crime and get a crime reference number;
- tell the person who arranged **your policy** (or **us**), providing full details, as soon after the incident or circumstances as possible;
- tell the person who arranged **your policy** (or **us**), providing full details, within 14 days in the case of **you** knowing about an incident or circumstance that has resulted in or may result in **you** receiving a claim against **you**.

In addition **you** must also:

- immediately send **us** every letter, writ, summons or other document **you** receive in connection with the claim or circumstance, and record all information relating to a claim against **you** covered under '3 - Cyber online liability';
- keep any damaged **home systems** and other evidence, and allow **us** to inspect it;
- co-operate with **us** fully and provide all the information **we** need to investigate **your** claim or circumstance;
- give **us** details of any other insurances **you** may have which may cover loss covered by this **policy**;
- attempt to recover financial loss relating to **your** claim under '2 - Cyber crime' from a bank or other financial institution that may be responsible for refunding all or part of the loss; and
- tell **us** if **you** recover money from a third party in relation to a claim (**you** may need to give the money to **us**).

You must not admit responsibility or liability, or agree to pay any money or provide any services on our behalf, without **our** written permission.

2. Fraudulent claims

If **you** (or anyone acting for **you**) make a claim knowing that any part of the claim is fraudulent (dishonest, false or exaggerated), **we** will not pay the claim and **we** may cancel **your policy** from the time of the fraudulent act relating to **your** claim and **we** may keep any premium **you** have paid (see 'Cancellation' section on page 2).

3. Enforcing your rights

We may, at **our** expense, take all necessary steps to enforce **your** rights against any third party. **We** can do this before or after **we** pay a claim. **You** must not do anything before or after **we** pay **your** claim to affect **our** rights and **you** must give **us** any help and information **we** ask for.

You must take reasonable steps to make sure that **you** protect **your** rights to recover amounts from third parties.

4. Protecting data

You must make sure that **you** take precautions for disposing of and destroying **home systems** in order to protect **data**.

5. Controlling defence

We can, but do not have to, take control of investigating, settling or defending any claim made against **you**. **We** would take this action in **your** name. If necessary, **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** solicitor, but only on a fee basis similar to that of **our** own solicitor, and only for work done with **our** permission in writing. **We** will only defend claims if **we** think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

6. Reasonable care

You must:

- make sure that **your home systems** are used and maintained as recommended by the manufacturer or supplier; and
- take all reasonable steps and precautions to prevent or reduce **damage** or other loss covered by **your policy**.

7. Defence software

Your home systems must be protected by anti-virus software, where available, which is updated regularly in accordance with the provider's recommendations.

8. Data backup

You must back up **your data** at least every month.

You must take precautions to make sure that all **data** is stored safely.

We may still pay a claim if **you** can show that **you** do usually keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **your** control.

4. Exclusions

The following exclusions apply in addition to the 'General Exclusions' shown on page 14 of the **policy**.

We will not pay for any cost, **damages**, liability, loss, or **defence costs** arising from the following:

1. Advance fee fraud

An advance fee fraud or other fraud where **you** provide money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.

2. Business activities

Any activities carried out by **you** for business or professional purposes.

3. Circumstances before your policy started

- Circumstances which existed before any cover provided by **your policy** started, and which **you** knew about.
- Claims or circumstances which **you** have already reported, or which **you** should have reported, to a previous insurer before the **period of insurance**.

4. Infrastructure failure

Failure or interruption of or damage to any electrical power supply network or telecommunication network not owned and operated by **you** including, but not limited to, the internet, internet service providers, DNS service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

5. Intellectual property rights

Infringement of intellectual property rights.

6. Malicious defamation

Defamatory or disparaging statements or publications made maliciously and deliberately if it could be anticipated by a reasonable person that the statements could result in a claim against **you**.

7. Other insured parties

Any dispute or claim between **you**.

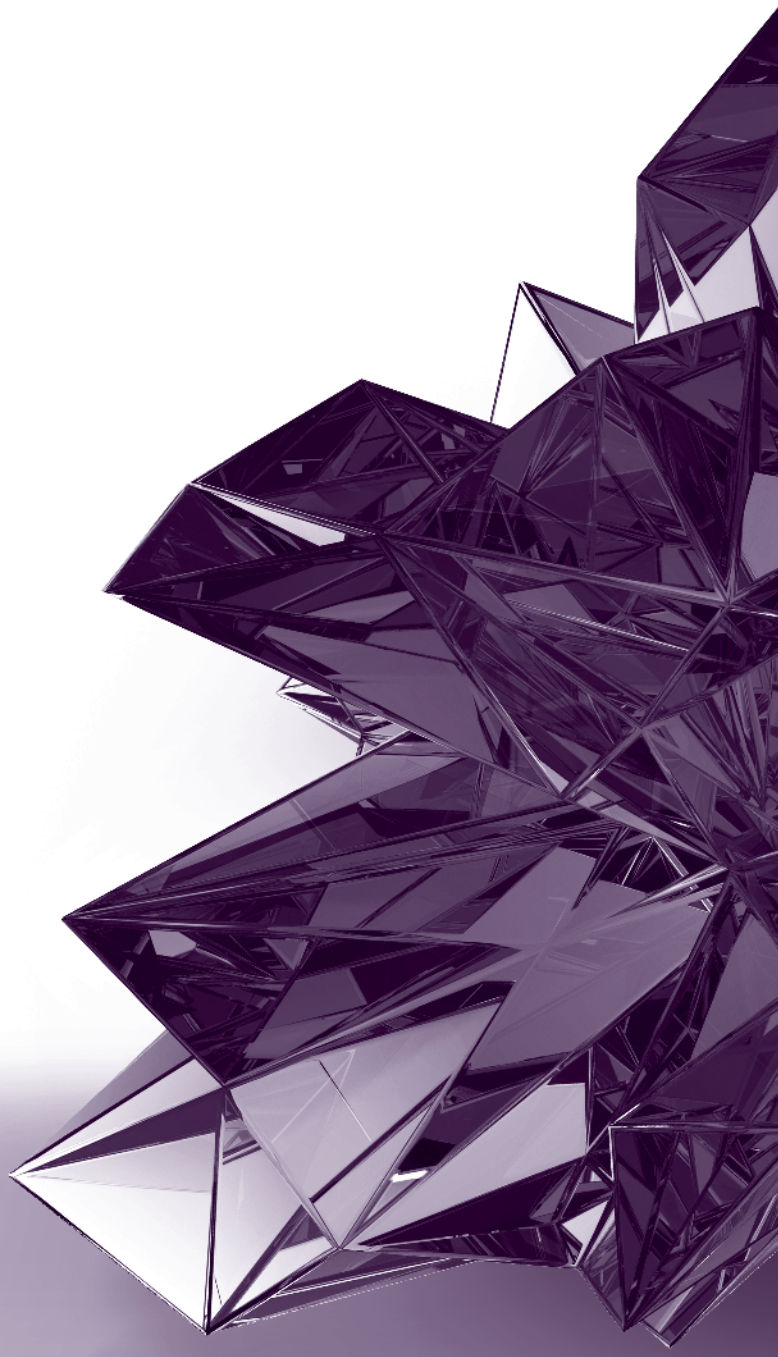
8. Wear and tear

Losses due to:

- wear and tear, gradual deterioration or rust;
- scratching or chipping of painted or polished surfaces;
- erosion or corrosion; or
- gradual reduction in performance.

However, **we** will pay for loss resulting from the causes above which **we** would otherwise have paid under **your policy**.

Notes



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Far from standard

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