# HOME INSURANCE

## The Contract of Insurance

This certificate of insurance, **schedule** and any **endorsement** applying to **your** certificate form **your** Home Insurance document.

In deciding to accept this insurance and in setting the terms, **we** have relied on the information **you** have given **us** in **your** proposal or statement of fact. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

This document sets out the conditions of the contract of insurance between **you** and **us**.
**You** should keep it in a safe place. Please read the whole document carefully. It is arranged in different sections. It is important that:

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

The insurance relates ONLY to those sections of the certificate which are shown in the **schedule** as being included.

Please contact **your broker** without delay if this document is not correct or if **you** would like to ask any questions.

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

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

**Several Liability Notice**
The subscribing Insurers' obligations under contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

**Legal Jurisdiction**
Unless specifically stated otherwise, it is agreed that this insurance shall be governed exclusively by the law and practice of **Ireland**, and any disputes arising under, out of or in connection with this insurance shall be exclusively subject to the jurisdiction of any competent court in **Ireland**.

All summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings again them in connection this insurance shall be properly served if addressed by mail to it and delivered to it care of:

Tokio Marine Europe S.A.
Head of Legan and Compliance
26 Avenue de la Liberté
L-1930 Luxembourg
Grand-Duché du Luxembourg

**Rights of Third Parties**
A person who is not a party to this contract has no right under the applicable law to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from the applicable law.

**Authority**
The written authority (which number is shown in the **schedule**) allows Hickey Clarke and Langan General Insurances Limited to sign and issue this certificate on behalf of Tokio Marine Europe S.A.

Signed by



Siobhan Bonner

## Definitions

Wherever the following words appear in bold in this insurance they will have the meanings shown below.

***Accidental damage*** *Damage caused as a direct result of a single unexpected event.*

***Bodily injury*** ***Bodily injury*** *includes death or disease.*

***Buildings***

- *The* ***home*** *and its decorations*
- *fixtures and fittings attached to the* ***home***
- *permanently installed swimming pools, tennis courts, drives, patios, terraces, walls, gates, fences and fixed fuel tanks*

***you*** *own or for which* ***you*** *are legally liable within the* ***premises*** *named in the* ***schedule****.*

***Contents*** *Household goods and personal property, within the* ***home****, which are* ***your*** *property or which* ***you*** *are legally liable for.*

***Contents*** *includes:*

- *tenant's fixtures and fittings*
- *radio and television aerials, satellite dishes, their fittings and masts which are attached to the* ***home***
- *property in the open but within the* ***premises*** *up to €500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the* ***home****)*
- ***money*** *up to €500 in total*
- *deeds and registered bonds and other personal documents up to €750 in total*
- *stamps or coins forming part of a collection up to €1,000 in total*
- *gold, silver, gold and silver plated articles, jewellery,* precious metals or stones, works of art, collections *and furs up to €10,000 or 33.3% of the sum insured for* ***contents*** *whichever is the greater within the* ***home*** *but limited to €5,000 ANY ONE ITEM unless endorsed in this insurance*
- *domestic oil in fixed fuel oil tanks up to €750*

***Contents*** *does NOT include:*

- *motor vehicles (other than garden machinery) caravans, trailers, aircraft (including drones) or watercraft, or their accessories*
- *any living creature*
- *any part of the* ***buildings***
- *any property held or used for business purposes*
- *any property insured under any other insurance*

***Endorsement(s)*** *A change in the terms and conditions of this insurance.*

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

| | |
|---|---|
| ***Home*** | *The private dwelling of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.* |
| ***Ireland*** | ***Ireland** means the Republic of Ireland* |
| ***Landslip*** | *Downward movement of sloping ground.* |
| ***Money*** | • *current legal tender, cheques, postal and money orders*<br>• *postage stamps not forming part of a stamp collection*<br>• *savings stamps and savings certificates, travellers' cheques*<br>• *premium bonds, luncheon vouchers and gift tokens*<br>*all held for private and domestic purposes.* |
| ***Period of Insurance*** | *The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium or until cancelled.* |
| ***Personal possessions*** | *Clothing, baggage, guns, sports equipment and other similar items normally carried about the person and all of which belong to **you***<br>***Personal possessions** does NOT include:*<br>• ***money***<br>• *pedal cycles.* |
| ***Premises*** | *The address which is named in the **schedule**.* |
| ***Sanitary ware*** | *Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.* |
| ***Schedule*** | *The **schedule** is part of this insurance and contains details of **you**, the **premises**, the sums insured, the **period of insurance** and the sections of this insurance which apply.* |
| ***Settlement*** | *Downward movement as a result of the ground being compressed by the weight of the **buildings** within 10 years of construction.* |
| ***Standard construction*** | *Built of brick, stone or concrete and roofed with slates, tiles, concrete or asphalt.* |
| ***Subsidence*** | *Downward movement of the ground beneath the **buildings** where the movement is unconnected with the weight of the building.* |
| ***Unoccupied*** | ***You** have not been in the **home** overnight* |
| ***Valuables*** | • *jewellery*<br>• *furs*<br>• *gold, silver, gold and silver plated articles*<br>• *pictures, object d'art and fine art* |

| | |
|---|---|
| ***We / us / our*** | *Various insurance companies, led by Tokio Marine Europe S.A. trading as Tokio Marine HCC. Tokio Marine Europe S.A. is authorised by the Luxembourg Minister of Finance and regulated by the Commissariat aux Assurances (CAA). Registered with the Registre de commerce et des sociétés, Luxembourg under No. B221975 and with registered office at 26 Rue de la Liberté, L-1930, Luxembourg.* |
| **You / your / insured** | *The person or persons named in the **schedule** and all members of their family who permanently live in the **home**.* |
| **Your broker** | *The insurance Broker who placed this insurance on **your** behalf.* |

## General Conditions applicable to the whole of this insurance

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

**Your duties**

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.

2. **You** must tell **your broker** without delay if **you**:
   - change how the **home** is used from that declared to **us**,
   - regularly leave the **home** unattended by day or by night other than for **your** normal job of work and holidays not exceeding 30 consecutive days in length.
   - use the **home** or its land for a business, profession or trade,
   - are charged with or convicted of an offence (other than motoring offences).

   When **we** receive this notice **we** have the option to change the conditions of this insurance or to withdraw all cover under the insurance.

3. **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings** that:
   - change the use of the **buildings** in any way
   - involves the external surfaces of the **buildings** being affected/changed
   - means **you** having to move out of the **buildings** for any period of time

   When **we** receive this notice **we** have the option to change the conditions of this insurance.

   If **you** fail to comply with any of the above duties this insurance may become invalid.

**Duty of Disclosure**

**You** have a Duty of Disclosure, as set out in the Consumers Insurance Act 2019 or successor or amending legislation, which means **you** must provide responses to all questions asked by **us** before entering into this contract or insurance. **You** must answer all such questions honestly and with reasonable care.

**Remedies for Breach of Duty of Disclosure**

If **you**:

a) make a fraudulent misrepresentation or **your** conduct involves fraud of any kind, including making a false or fraudulent claim, **we** may void this contract of insurance, which means **we**:

   i) are not liable to pay any claims;
   ii) may recover any part of claims already paid from **you**;
   iii) may, by notice to **you**, treat our participation in the policy as cancelled with effect from inception;

b) breach **your** Duty of Disclosure and such breach was:

   i) negligent **we** may treat **our** participation in the policy as:

      1. being on the same terms and conditions as it would have been had **we** been aware of the full facts; or
      2. cancelled from inception if **we** would not have entered into the contract of insurance. In this case all premium shall be returned to **you**.

If 1. above applies any claims shall be settled based on a compensatory and proportionate test as detailed in the Consumer Insurance Contracts Act 2019;

ii) innocent **we** will not make any amendment to the policy and will not reduce any claim payments;

c) breach any condition of this policy **we** may be entitled to make remedies in accordance with the provision of the Consumers Insurance Act 2019.

**Cancellation of this insurance**

1. **You** are entitled to cancel this insurance by contacting **your broker** within 14 working days of either:-
   - the date **you** receive **your** insurance documentation; or
   - the start of the **period of insurance**

   whichever is the later. Providing **you** have not made any claims **we** will refund the premium.

2. **We** can cancel this insurance by giving **you** 30 days notice in writing where there is a valid reason for doing so. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** providing **you** have not made a claim. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.
   **We** will send **our** cancellation letter to the address shown on the **schedule** and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:

   - Where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation an**d you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests. In this case **we** may issue a cancellation letter and will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period.
   - Where **we** reasonably suspect fraud.
   - Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

3. **You** can also cancel this insurance at any time by contacting **your broker. We** will refund the part of **your** premium which applies to the remaining **period of insurance** providing **you** have not made a claim. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

   **Your broker** may charge a separate administration fee for cancelling this policy outside of the first 14 working days, please refer to **your broker**'s Terms of Business Agreement.

**Unoccupancy Clause**.

If **your home** is **unoccupied** for more than 30 consecutive days/nights without **our** written agreement, cover under this insurance will reduce to the insured events of Fire, Lightning, Explosion and Earthquake only and Sections 3 to Section 8 will become inoperative. This clause does not apply if one of the supplementary unoccupancy **endorsements** is specified in the **schedule**.

## General Exclusions applicable to the whole of this insurance (What is not covered)

a) **Nuclear Reaction, Nuclear Radiation or Radioactive Contamination**

**We** will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever;
2. any legal liability of whatsoever nature, or death or injury to any person

directly or indirectly caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination.

b) **War and Terrorism Exclusion**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to 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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.
If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

c) **Existing and/or Deliberate Loss or Damage**

**We** will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any member of **your home**

d) **Electronic Data**

**We** will not pay for

1. loss or damage to any property whatsoever, or any loss or expenses whatsoever;
2. any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from

- computer viruses, erasure or corruption of electronic data
- the failure of any equipment to correctly recognise the time or date or change of time or date.

For the purposes of this exclusion “computer viruses” means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer viruses include but are not limited to “Spyware”, “Trojan Horses”, “worms” and “time or logic bombs”.

“**Electronic data**” means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment including programmes, software and other coded instructions for the processing and manipulation of data or other direction and manipulation of such equipment.

e) **Biological and Chemical Contamination**

**We** will not pay for:

- loss or destruction of or damage to any property whatsoever;
- any legal liability of whatsoever nature;
- death or injury to any person;

directly or indirectly caused by or contributed to by or arising from biological or chemical contamination due to or arising from:

- terrorism and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

For the purpose of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

f) **Loss of Value**

**We** will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.

g) **Wear and Tear**

**We** will not pay for loss or damage as a result of wear, tear, gradual deterioration or a lack of maintenance (for example, damp formed over a period of time due to blocked or poorly maintained guttering, or the mechanical or electrical failure of a television).

h) **Micro-Organism**

This insurance does not cover any loss, damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to: mould, mildew, fungus, spores, or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured event or cause whether or not contributing concurrently or in any sequence; (iii) any one loss; occupancy; or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.
This exclusion replaces and supersedes any provision in this policy that provides insurance, in whole or in part, for these matters.

i) **Contamination and Pollution**

This insurance does not cover any loss, damage or liability arising from pollution or contamination, unless caused by:

- a sudden, identifiable, unexpected and unforeseen incident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the **schedule**; or

- leakage of oil from a domestic oil installation at the **premises**;

  and

is reported to **us** not later than 30 days from the end of the **period of insurance**

j) **Sanction Limitation**

**We** will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of 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 sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

This means **we** will not provide any cover for Specially Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, United Kingdom or United States of America. **We** will not provide any cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, United Kingdom or United States of America.

k) **Cyber and Data Exclusion**

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

**Definitions**

4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

6 Cyber Incident means:

6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7 Computer System means:

7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

l) **Infectious or Contagious Disease Exclusion**

This Insurance 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.

## Claims Conditions applicable to the whole of this insurance

**Your duties**

(i) If any accident, loss or damage occurs that might give rise to a claim under this insurance **you** must notify **your broker** or contact **our** Claims Representatives as shown below, as soon as reasonably possible giving full details of what has happened.

Sedgwick Ireland,
Merrion Hall, Strand Road, Sandymount, Dublin 4.
Phone: +353 (0) 1 2611488
Email: info@ie.sedgwick.com

**You** may, if **you** wish, also appoint **your** own loss assessor at **your** own expense.

2. For loss or damage claims:
   - **we** may require **you** to provide **us** with documentation to help prove **your** claim, for example: purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, valuations, utility bills, pre-purchase surveys, plans and deeds of **your** property. **We** will only ask for information relevant to **your** claim and **we** will pay for any expenses **you** incur with our prior agreement in providing **us** with the above information.
   - **you** must notify An Garda Siochana without delay if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number.
   - **you** must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

   For liability claims:
   - **you** must send **us**, via **our** Claims Representatives (contact details as above) or **your broker** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it.
   - do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

3. **you** must not dispose of any damaged items before **we** have had the opportunity to inspect them or **you** have been advised by **us** to dispose of them.

4. **you** must take all reasonable care to limit any loss, damage or injury.

If **you** fail to comply with any of the above duties this insurance may become invalid.

**How we deal with your claim**

1. **Defence of claims**

   **We** may

   - 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.

(ii) **Other insurance**

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury (section two-H).

(iii) **Fraudulent claims**

**You** must not act in a fraudulent way. If **you** or anyone acting for you:

- makes a claim under the policy, knowing the claim is false or exaggerated in anyway;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which **you** knew about or deliberately caused

**we**:

- will be entitled to avoid the policy (cancel the policy from its start date) and will not pay the claim;
- will not pay any other claim(s) that have been or will be made under the policy;
- may be entitled to recover from **you**, the amount of any claim **we** have already paid under the policy;
- will not return any premiums **you** have paid;
- may inform the Police.

## Buildings

| What is covered | What is not covered |
|---|---|
| This insurance covers the **buildings** for loss or damage occurring during **the period of insurance** directly caused by | **We** will not pay |
| 1. fire, lightning, explosion or earthquake | The first €250 of every claim |
| 2. aircraft and other flying devices or items dropped from them | The first €250 of every claim |
| 3. storm and flood | a) for loss or damage caused by **subsidence**, **landslip** or **heave** other than as covered under number 9 of section one<br>b) for loss or damage to swimming pools, tennis courts, drives, patios and terraces, gates and fences<br>c) the first €250 of every claim<br>d) for loss or damage caused by ingress of water due to wear, tear or deterioration<br>e) for loss or damage to roofs constructed of timber and felt exceeding 10 years of age<br>f) for loss or damage caused by rising ground water levels |

**Buildings** (continued)

| What is covered | What is not covered |
|---|---|
| This insurance covers the **buildings** for loss or damage occurring during **the period of insurance** directly caused by | **We** will not pay |
| 4. escape of water from fixed water tanks, apparatus or pipes | a) for loss or damage caused by **subsidence**, **heave** or **landslip** other than as covered under number 9 of section one<br>b) for loss or damage to domestic outbuildings and garages of non-**standard construction**, domestic fixed fuel-oil tanks and swimming pools<br>c) the first €1000 of every claim<br>d) for loss or damage while the **buildings** are not furnished enough to be normally lived in<br>e) for loss or damage caused by the failure or lack of sealant and/or grout.<br>f) for loss or damage to the system or appliance from which the water has escaped |
| 5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation | a) for loss or damage due to anything that happens gradually<br>b) the first €250 of every claim<br>c) for loss or damage caused by faulty workmanship or design<br>d) for loss or damage while the **buildings** are not furnished enough to be normally lived in<br>e) for loss or damage to the system or appliance from which the oil has escaped |

**Buildings** (continued)

| What is covered | What is not covered |
|---|---|
| This insurance covers the **buildings** for loss or damage occurring during **the period of insurance** directly caused by | **We** will not pay |
| 6. theft or attempted theft | a) for loss or damage while the **buildings** are not furnished enough to be normally lived in<br>b) for loss or damage while the **home** is lent, let or sublet unless the loss or damage follows a violent and forcible entry<br>c) the first €250 of every claim. |
| 7. collision by any vehicle or animal | the first €250 of every claim. |
| 8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously | a) for loss or damage while the **buildings** are not furnished enough to be normally lived in<br>b) the first €250 of every claim.<br>c) for loss or damage by any person lawfully on the **premises**<br>d) for loss or damage by any tenant of the **premises**<br>e) for loss or damage to any person lawfully invited onto the **premises** by **you** or a tenant. |

**Buildings** (continued)

| What is covered | What is not covered |
|---|---|
| This insurance covers the **buildings** for loss or damage occurring during **the period of insurance** directly caused by | **We** will not pay |
| 9. **subsidence** or **heave** of the site upon which the **buildings** stand or **landslip** | a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event<br>b) for loss or damage to solid floors caused by compaction of infill<br>c) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event.<br>d) for loss or damage arising from faulty design, specification, workmanship or materials<br>e) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law<br>f) the first €1250 of every claim<br>g) for loss or damage caused by coastal or river erosion<br>h) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions<br>i) for any pre-existing damage or damage due to any pre-existing cause or if any part of the **building(s)** sustained previous **subsidence**, **landslip** or **heave** unless disclosed to **us** and acknowledged in writing by **us**<br>j) for loss or damage caused by normal **settlement** and / or any general deterioration of the **buildings** |

**Buildings** (continued)

| What is covered | What is not covered |
|---|---|
| This insurance covers the **buildings** for loss or damage occurring during **the period of insurance** directly caused by | **We** will not pay |
| 10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts not exceeding 12 metres in height | a) for loss or damage to the radio and television aerials, or satellite dishes themselves or their fittings and masts<br>b) the first €250 of every claim. |
| 11. falling trees. | a) for loss or damage caused by trees being cut down or cut back within the **premises**<br>b) for loss or damage to gates and fences<br>c) the first €250 of every claim. |
| 12. costs **you** have to pay for finding the source of any escape of water or oil from any fixed water tanks, apparatus, pipes or any fixed domestic heating installation | a) any amount over €1,000 during the **period of insurance**<br>b) any amount when **we** specifically exclude insured event 4, escape of water from fixed water tanks, apparatus or pipes |
| 13. smoke meaning direct damage from smoke including the sudden, unusual or faulty operation of any oil, gas, electric domestic heater or domestic cooking appliance located within the **premises** | a) for loss or damage by smoke from fireplaces<br>b) for loss or damage by smog or from agricultural smudging or industrial operations<br>c) the first €250 of every claim |

**Buildings** (continued)

| What is covered | What is not covered |
|---|---|
| This section of the insurance covers | **We** will not pay |
| A) the cost of repairing **accidental damage** to<br>• fixed glass and double glazing including the cost of replacing frames<br>• **sanitary ware**<br>• ceramic hobs<br>all forming part of the **buildings** | a) for loss or damage while the **buildings** are not furnished enough to be normally lived in<br>b) the first €250 of every claim |
| B) the cost of repairing **accidental damage** to<br>• domestic oil pipes<br>• underground water-supply pipes<br>• underground sewers, drains and septic tanks<br>• underground gas pipes<br>• underground cables<br>which **you** are legally responsible for | a) b) the first €250 of every claim. |
| C) • loss of rent due to **you** which **you** are unable to recover<br>• additional costs of alternative accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for<br>while the **buildings** cannot be lived in following loss or damage which is covered under section one | any amount over 15% of the sum insured for the **buildings** |

**Buildings** (continued)

| What is covered | What is not covered |
|---|---|
| This section of the insurance covers | **We** will not pay |
| D) expenses **you** have to pay and which **we** have agreed in writing for:<br>• architects', surveyors', consulting engineers' and legal fees<br>• the cost of removing debris and making safe the building<br>• costs **you** have to pay in order to comply with any Government or local authority requirements<br>following loss or damage to the **buildings** which is covered under section one | a) any expenses for preparing a claim or an estimate of loss or damage<br>b) any costs if Government or local authority requirements have been served on **you** before the loss or damage |
| E) Fire Brigade Charges. **We** will pay charges levied by a Local Authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing a fire affecting the **home** named in the **schedule** in circumstances which have given rise to a valid claim under this insurance | any amount over €2,500 in total during the **period of insurance** |
| F) Clean up expenses. **We** will pay proven expenses incurred by **you** to clean up following escape of oil from any fixed domestic system or appliance | a) landscaping costs<br>b) any amount over €2,000 in the **period of insurance**<br>c) for loss or damage while the **buildings** are not furnished enough to be normally lived in |

**Accidental damage** to the **buildings**

The following applies only if the **schedule** shows that **accidental damage** to the **buildings** is included.

| What is covered | What is not covered |
|---|---|
| This extension covers the following | **We** will not pay under this extension |
| **accidental damage** to the **buildings** | a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section one<br>b) for the **buildings** moving, settling, shrinking, collapsing or cracking<br>c) for damage while the **home** is being altered, repaired or extended<br>d) for damage to outbuildings and garages which are not of **standard construction**<br>e) for damage while the **home** is lent, let or sublet unless agreed by **us** and shown in the **schedule**<br>f) for the cost of general maintenance<br>g) for damage caused by infestation, corrosion, damp, wet or dry rot, mould, frost or anything that happens gradually<br>h) for damage arising from faulty design, specification, workmanship or materials<br>i) for damage from mechanical or electrical faults or breakdown<br>j) for damage caused by dryness dampness, extremes of temperature or exposure to light<br>k) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences<br>l) the first €250 of every claim<br>m) for damage cause by chewing, tearing, scratching or fouling by animals |

Conditions that apply to section one (**buildings**) only

Settling claims

## How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
   - the **buildings** were in a good state of repair immediately prior to the loss or damage

   and
   - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form

   and
   - the damage has been repaired or loss has been reinstated.

   If the **buildings** were not in a good state of repair prior to the loss **we** may deduct an amount from **your** claim to reflect the difference in the value of the **buildings** in a good state of repair and the value of the **buildings** in disrepair.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

## **Your** sum insured

1. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

2. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

## Limit of insurance

**We** will not pay more than the sum insured for each **premises** shown in the **schedule**.

## Index Linking

The sum insured on **Buildings** will be monitored in line with an appropriate index we have chosen or by any higher percentage **we** consider appropriate. At each renewal of **your** policy, the premium will be calculated on the revised sum insured. For **your** protection should the index fall below zero, **we** will not reduce the sum insured.

**Contents**

| What is covered | What is not covered |
|---|---|
| This insurance covers the **contents** for loss or damage occurring during the **period of insurance** directly caused by | **We** will not pay |
| 1. fire, lightning, explosion or earthquake | the first €250 of every claim |
| 2. aircraft and other flying devices or items dropped from them | the first €250 of every claim |
| 3. storm and flood | (a) for **contents** in the open and frost damage to fixed water tanks, apparatus or pipes<br>(b) the first €250 of every claim<br>(c) for loss or damage caused by rising ground water levels |
| 4. escape of water from fixed water tanks, apparatus or pipes | (a) for loss or damage caused by **subsidence**, **heave** or **landslip** (other than as covered under number 9 of section two)<br>(b) the first €1000 of every claim<br>(c) for loss or damage while the **buildings** are not furnished enough to be normally lived in<br>(d) for loss or damage to the system or appliance from which the water has escaped |
| 5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation | (a) for loss or damage due to anything that happens gradually<br>(b) for loss or damage caused by faulty workmanship or design<br>(c) the first €250 of every claim<br>(d) for loss or damage to the system or appliance from which the oil has escaped |

**Contents** (continued)

| What is covered | What is not covered |
|---|---|
| This insurance covers the **contents** for loss or damage occurring during the **period of insurance** directly caused by | **We** will not pay |
| 6. theft or attempted theft | (a) for loss or damage whilst the **home** is lent, let or sublet unless the loss or damage follows violent and forcible entry<br>(b) any amount over €3,000 for **contents** within domestic outbuildings and garages<br>(c) the first €250 of every claim |
| 7. collision by any vehicle or animal | the first €250 of every claim |
| 8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously | (a) the first €250 or every claim<br>(b) for loss or damage by any person lawfully on the **premises**<br>(c) for loss or damage by any tenant of the **premises**<br>(d) for loss or damage to any person lawfully invited onto the **premises** by **you** or a tenant |
| 9. **subsidence** or **heave** of the site upon which the **buildings** stand or **landslip** | a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event<br>b) for loss or damage arising from faulty design, specification, workmanship or materials<br>c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law<br>d) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions<br>e) for loss or damage by coastal or river erosion<br>f) the first €250 of every claim |
| 10. falling trees | a) for loss or damage caused by trees being cut down or cut back within the **premises**<br>b) the first €250 of every claim |

**Contents** (continued)

| What is covered | What is not covered |
|---|---|
| This insurance covers the **contents** for loss or damage occurring during the **period of insurance** directly caused by | **We** will not pay |
| 11. smoke following the sudden, unusual or faulty operation of any oil, gas, electric domestic heater or domestic cooking appliance located within the **premises** | a) for loss or damage caused by smoke from fireplaces<br>b) by smog or from agricultural smudging or industrial operations<br>c) for loss or damage due to anything that happens gradually<br>d) the first €250 of every claim |

| What is covered | What is not covered |
|---|---|
| This section of the insurance covers | **We** will not pay |
| A) the **contents**, if these are not already insured, whilst they are temporarily out of the **home** against loss or damage directly caused by:<br>(i) any of the events insured under 1-11 in section two while the **contents** are:<br>• in any occupied private dwelling<br>• in any **buildings** where **you** are living or working<br>• in any building for valuation, alterations, cleaning or repair<br>• in any furniture store<br>• in any bank or safe deposit<br>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the **contents** are being moved to **your** new home following a permanent change of residence or to or from any bank, safe deposit or furniture store<br>(iii) fire, lightning, explosion or earthquake only away from the **home** | a) for **contents** outside **Ireland**<br>b) for **money** or credit cards<br>c) any amount over 10% of the sum insured under section two for **contents** in a furniture store<br>d) for loss or damage due to theft or attempted theft other than:<br>• from any bank, safe deposit or occupied house<br>• involving entry or exit from a building by forcible and violent means<br>• during removal to or from any bank or safe deposit while in the custody of **you** or a member of **your** household<br>e) for loss or damage to **contents** in any other property owned by **you**<br>f) for loss or damage to **personal possessions** regularly removed from the **home** |

**Contents** (continued)

| What is covered | What is not covered |
|---|---|
| This section of the insurance covers | **We** will not pay |
| B) **accidental damage** to<br>• televisions<br>• hi-fi equipment<br>• radios<br>• computer equipment or machinery containing, connected to or operated by means of a data processing chip<br>all situated within the **home** | a) for damage caused in the process of cleaning, repair, renovation or dismantling<br>b) for damage to tapes, records, cassettes, discs or computer software<br>c) for mechanical or electrical faults or breakdown<br>d) for damage to items intended to be portable or hand held, or to hearing aids, mobile phones, laptops and tablets<br>e) the first €250 of every claim |
| C) accidental breakage of<br>• fixed glass and double glazing<br>• **sanitary ware**<br>forming part of the **buildings** which **you** are legally liable for as a tenant and do not have other insurance for<br>• mirrors<br>• glass tops and fixed glass in furniture<br>• ceramic hobs | for the cost of repairing, removing or replacing frames |
| D) rent **you** have to pay as occupier if the **buildings** cannot be lived in following loss or damage which is covered under section two | any amount over 15% of the sum insured under section two for the **contents** |
| E) costs of using other accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for if the **buildings** cannot be lived in following loss or damage which is covered under section two | any amount over 10% of the sum insured under section two for the **contents** |

**Contents** (continued)

| What is covered | What is not covered |
|---|---|
| This section of the insurance covers | **We** will not pay |
| F) **your** legal responsibility as a tenant for loss or damage to the **buildings** caused by loss or damage which is covered under section two | a) any amount over 10% of the sum insured under section two for **contents**<br>b) for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings<br>c) for loss or damage arising from **subsidence**, **heave** or **landslip**<br>d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously<br>e) for loss or damage while the **buildings** are not furnished enough to be normally lived in<br>f) the first €250 of every claim. |
| G) the cost of repairing **accidental damage** to<br>• domestic oil pipes<br>• underground water-supply pipes<br>• underground sewers, drains and septic tanks<br>• underground gas pipes<br>• underground cables<br>which **you** are legally responsible for as tenant only | a) the first €250 of every claim |
| H) fatal injury to **you**, happening at the **premises** shown in the **schedule**, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amount:<br>€6,500 for each **insured** person at the time of death | |

**Contents** (continued)

| What is covered | What is not covered |
|---|---|
| This section of the insurance covers | **We** will not pay |
| I) costs **you** have to pay for replacing locks to safes, alarms and outside doors in the **home** following theft or attempted theft or loss of **your** keys | any amount over €500 in total |
| J) the cost of replacing wedding gifts if they are lost or damaged by any cause insured under this section while in **your home** for a period of one month after the wedding day of **you** or a member of **your** household | any amount over 10% of the sum insured for **contents** |
| K) Christmas Gifts<br>The **contents** sum insured is automatically increased by 10% during the months of December and January | any amount over 10% of the sum insured for **contents** |

**Accidental damage** to **contents**

The following applies only if the **schedule** shows that **accidental damage** to **contents** is included.

| What is covered | What is not covered |
|---|---|
| This extension covers | **We** will not pay under this extension |
| **accidental damage** to the **contents** within the **home** | a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section two<br>b) for damage to **contents** within garages and outbuildings<br>c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon<br>d) for damage caused by chewing, tearing, scratching or fouling by animals<br>e) any amount over €1,250 in total for porcelain, china, glass and other brittle articles<br>f) for **money**, credit cards, documents or stamps<br>g) for damage to contact, corneal or micro corneal lenses<br>h) for damage while the **home** is lent, let or sub let unless agreed by **us** and shown in the **schedule**<br>i) for damage caused by infestation, corrosion, damp, wet or dry rot, mould, frost or anything that happens gradually<br>j) for damage arising out of faulty design, specification, workmanship or materials<br>k) for damage from mechanical or electrical faults or breakdown<br>l) for damage caused by dryness, dampness, extremes of temperature and exposure to light<br>m) for the first €250 of every claim |

Conditions that apply to section two (**contents**) only

Settling claims

## How **we** deal with **your** claim

1. If **you** claim for loss or damage to the **contents** **we** will at **our** option repair, replace or pay for any article covered under section two.
   For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

   - the new article is as close as possible to but not an improvement on the original article when it was new; and
   - **you** have paid or **we** have authorised the cost of replacement.

   The above basis of settlement will not apply to clothes or linen where **we** will take off an amount for wear and tear and depreciation.

1. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

2. Where **we** can repair or replace an item but agree to **your** request for a cash settlement **we** will only pay what it would cost **us** to repair or replace the item using **our** network of suppliers.

## **Your** sum insured

1. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

2. If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

## Limit of insurance

**We** will not pay any more than the sum(s) insured for the **contents** of each **premises** shown in the **schedule**.

## Index Linking

The sum insured on **Contents** will be monitored in line with an Consumer price index . At each renewal of **your** policy, the premium will be calculated on the revised sum insured. For **your** protection should the index fall below zero, **we** will not reduce the sum insured.

Section three

**Accidents to Domestic Staff**

This section applies only if the **contents** are insured under section two

| **What is covered** | **What is not covered** |
|---|---|
| **We** will pay for **your** legal liability | **We** will not pay for your legal liability |
| for amounts **you** have to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your domestic staff** employed in connection with the **premises** shown in the **schedule** | for **bodily injury** arising directly or indirectly<br>• from any vehicle in Canada or the United States of America<br>• from any vehicle used for racing, pacemaking or speed testing<br>• from any communicable disease or condition<br>• in Canada or the United States of America after the total period of stay has exceeded 30 days in this **period of insurance**<br>• to Independent Contractors, their employees and members of **your** family or household<br>• arising from any wilful or malicious act<br>• arising from the ownership, possession or use of dogs designated as dangerous in the regulations made under the Control of Dogs Act 1986 and subsequent amendments if the ownership, possession or use is not in accordance with the provisions of such regulations<br>• where compulsory insurance or security in respect of such liability is required by any Road Traffic legislation or where cover is provided by any motor insurance contract.<br>• resulting from any involvement in farming |

**Accidents to Domestic Staff** (continued)

**GENERAL DEFINITION:**
Wherever the following word appears in this section it will have the meaning shown below:

**Domestic Staff**
Any employee, including gardeners and temporary or occasional employees whilst in **your** domestic service, or any person carrying out repairs or decorations (excluding structural improvement or alteration or any activities involving the use of scaffolding for accessing the exterior fabric of the **building** and/or **home**).

Provided that in respect of **bodily injury** or disease sustained by any **domestic staff** whilst temporarily employed outside **Ireland**, the action for damages is brought against **you** in a Court of Law in **Ireland**.

In the event of an accident arising out of and in the course of employment to any such **domestic staff** (other than a temporary or occasional employee) in respect of which an injury benefit becomes payable under the Social Welfare (Occupational Injuries) Act 1966 **we** will pay to **you**:-

1. the difference between the said injury benefit and full wages during the first thirteen weeks of disablement in respect of which such injury benefit becomes payable.

2. the cost of board and lodging during the first thirteen weeks of disablement not exceeding €26 per week

3. medical and surgical expenses incurred in connection with such accident but not exceeding €125 in respect of any such accident

Limit of insurance

**We** will not pay more than €5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured solely and exclusively under section one or the **contents** are insured under section two of this insurance.

This section applies in the following way:

- if the **buildings** only are insured, **your** legal liability solely and exclusively as OWNER(s) only but not OCCUPIER(s) is covered under (i) below.
- if the **contents** only are insured, **your** legal liability solely and exclusively as OCCUPIER(s) only but not OWNER(s) is covered under (i) and (ii) below.
- if the **buildings** and **contents** are insured, **your** legal liability as OWNER(s) and OCCUPIER(s) is covered under (i) and (ii) below.

| **What is covered** | **What is not covered** |
|---|---|
| **We** will pay for **your** legal liability | **We** will not pay for **your** legal liability |
| (i) as owner or occupier for any amounts **you** have to pay as damages for<br>• **bodily injury**<br>• damage to property<br>caused by an accident happening in or about the **premises** during the **period of insurance**,<br>OR<br>(ii) as a private individual for any amounts **you** have to pay as damages for<br>• **bodily injury**<br>• damage to property<br>caused by an accident happening anywhere in the world during the **period of insurance** | a) for **bodily injury** to<br>• **you**<br>• any other permanent member of the **home**<br>• any person who at the time of sustaining such injury is engaged in **your** service<br>b) for **bodily injury** arising directly or indirectly from any communicable disease or condition<br>c) for damage to property owned by or in the charge or control of<br>• **you**<br>• any other permanent member of the **home**<br>• any person engaged in **your** service<br>d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**<br>e) arising directly or indirectly out of **your** profession, occupation, business or employment<br>f) which **you** have assumed under contract and which would not otherwise have attached<br>(exclusions continued over the page) |

**Legal Liability to the Public** (continued)

| | **What is not covered** |
|---|---|
| | **We** will not pay for **your** legal liability<br>g) arising out of **your** ownership, possession or use of:<br>• any motorised or horsedrawn vehicle other than:<br>(i) domestic gardening equipment used within the **premises** and<br>(ii) pedestrian controlled gardening equipment used elsewhere<br>• any power-operated lift<br>• any aircraft (including drones) or watercraft other than manually operated rowing boats, punts or canoes<br>• any animal other than cats, horses, or dogs which are not designated as dangerous in the regulations made under the Control of Dogs Acts 1986 and subsequent amendments if the ownership, possession or use is not in accordance with the provisions of such regulations.<br>h) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**<br>i) if **you** are entitled to payment under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted<br>j) where compulsory insurance or security in respect of such liability is required by Road Traffic legislation or where cover is provided by any motor insurance contract<br>k) arising out of any criminal or violent act to another person or property<br>l) in respect of any kind of pollution and/or contamination unless it is:<br>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the **schedule**; and<br>• reported to **us** not later than thirty (30) days from the end of the **period of insurance** |

**Legal Liability to the Public** (continued)

Limit of insurance

**We** will not pay

- in respect of pollution and/or contamination:-
  more than **€2,000,000** in all during the **Period of Insurance**

- in respect of other liability covered under section four:-
  more than **€2,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing

## Valuables and personal possessions

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

| What is covered | What is not covered |
|---|---|
| This insurance covers<br>**valuables** and **personal possessions** listed in the **schedule** (or specification(s) attached) against physical loss or damage within the geographical limits shown in the **schedule** | **We** will not pay<br>a) for damage caused by moth, vermin or anything that happens gradually<br>b) for damage from electrical or mechanical faults or breakdown<br>c) any amount over €5,000 for any one item (including articles forming a pair or set) unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**<br>d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon<br>e) for damage to guns caused by rusting or bursting of barrels<br>f) for breakage of any sports equipment whilst in use unless agreed by **us** and shown in the **schedule**<br>g) for any loss of or damage to contact, corneal or micro corneal lenses<br>h) for theft or disappearance of jewellery from **your** baggage unless carried by hand and under **your** personal supervision unless out of sight in the locked boot of any motor vehicle where the €650 limit in m) below will apply<br>i) the first €100 of every claim in respect of unspecified items<br>(exclusions continued over the page) |

**Valuables and personal possessions** (continued)

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

| What is covered | What is not covered |
|---|---|
| | **We** will not pay<br>j) for hearing aids, mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the **schedule**<br>k) any amount over €2,500 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms<br>l) for any breakage of items of a brittle nature other than jewellery and spectacles unless such breakage is caused by burglars, thieves or fire.<br>m) any amount over €650 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant<br>n) any property held or used for business or trade purposes unless shown in the **schedule**<br>o) the first €50 of every claim in respect of specified items. |

Conditions that apply to section five (**valuables and personal possessions**) only

## How **we** deal with **your** claim

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.

2. If any insured item consists of articles forming a pair or set with an insured value of €5,000 or over:

   - **we** will not pay for the cost of replacing any undamaged item forming part of such pair or set.
   - **we** will not pay more than a proportion of the insured value of such pair or set.

3. If **we** are able to repair or replace an item but **we** agree to **your** request for a cash settlement **we** will only pay **you** what it would cost **us** to repair or replace the item using **our** network of suppliers.

## **Your** sum insured

If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim.
For example if **your** sum insured only represents one half of the total value of Unspecified items **we** will only pay one half of the cost of repair or replacement.

However, if **personal possessions** are lost or damaged away from the **home we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

## Limit of insurance

**We** will not pay more than the sum(s) insured shown in the **schedule**.

## Domestic freezer cover

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

| What is covered | What is not covered |
|---|---|
| Section two of this insurance extends to cover | **We** will not pay |
| the cost of replacing **your** food in **your** fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes or a failure of the public electricity or gas supply | a) for loss or damage caused by any electricity or gas company cutting off or restricting **your** supply<br>b) for loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action<br>c) for loss or damage to food in any appliance which is more than 10 years old unless specifically agreed by **us** and shown on the **schedule**.<br>d) the first €65 of every claim |

### Limit of insurance

**We** will not pay more than the sum insured shown in the **schedule**.

Section seven

## Pedal cycle cover

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

| What is covered | What is not covered |
|---|---|
| Section two of this insurance extends to cover the following | **We** will not pay |
| the cost of repairing or replacing **your** pedal cycles following:<br>• burglary, theft or attempted theft<br>• **accidental damage**<br>occurring a during the **period of insurance** anywhere in **Ireland** | a) for loss or damage to:<br>• tyres,<br>• lamps,<br>• accessories,<br>unless the cycle is stolen or damaged at the same time<br>b) for loss or damage due to anything that happens gradually<br>c) for damage from mechanical or electrical faults or breakdown<br>d) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes<br>e) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft<br>f) any amount over €350 for any one cycle unless shown differently on the **schedule** |

### Limit of insurance

**We** will not pay more than the sum insured shown in the **schedule**.

Section eight

## Money cover

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

| What is covered | What is not covered |
|---|---|
| Section five of this insurance extends to cover the following | **We** will not pay |
| Theft or accidental loss of **money** within the geographical limits shown in the **schedule**. | a) to make up any shortages due to error or omission<br>b) for loss of value<br>c) the first €65 of every claim<br>d) for any loss or theft which is not reported to the Gardai within 72 hours of discovery |

### Limit of insurance

**We** will not pay more than the sum(s) insured shown in the **schedule**.

## Complaints Procedure

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times, **we** are committed to providing **you** with the highest standard of service.

In the event that **you** wish to make a complaint, **you** can do so at any time by referring the matter to:

Head of Compliance
Tokio Marine Europe S.A.
26 Avenue de la Liberté
L-1930 Luxembourg
Grand-Duché du Luxembourg
TMEComplaints@tmhcc.com

Should **you** remain dissatisfied with the final response from the above**, you** may still have the right to refer **your** complaint to the Insurance Ombudsman in Luxembourg or the Commissariat Aux Assurances (CAA), free of charge. However, **you** must do so within one year of the date of the final response.

You can find more information on the Insurance Ombudsman and the CAA below:

By Website : https:/www.aca.lu/en/insurance-ombudsman
By Email: mediateur@aca.lu
By Post: ACA c/o Mediateur en Assurance, B.P. 448 L-2014, Luxembourg
By Phone/Fax : +352 44 21 44 1 / +352 44-02-89

**Privacy Notice**

Hickey Clarke & Langan General Insurances Limited t/a Hickey Clarke & Langan (Hickey Clarke & Langan) value our relationship with you and we are committed to protecting the privacy of your personal information. We want you to understand why we collect personal information about you, how we use it, your rights regarding this information, the conditions under which we may disclose it to others and how we keep it secure.

**Who we are**

Hickey Clarke & Langan is a non-life insurance broker located at Hegarty House, Ballymacool, Letterkenny, Co Donegal. Directors are Siobhan Bonner CIP and John Bonner CIP. Contact details are: Telephone 074 91 26688: Email: info@hcl.ie; siobhan@hcl.ie; john@hcl.ie.
Hickey Clarke & Langan is regulated by the Central Bank or Ireland and are members of Brokers Ireland

**Why we collect and store personal data and how we use it**

In order for use to provide you with insurance products, services and advice we need to collect certain personal data including name, address, telephone number, email address, date and place of birth, gender, marital status, financial details such as direct debit or payment card information, driver license number, insurance history including claims, details of any convictions, vehicle, property and business details including sums insured and similar relevant information. We will ensure that the information we collect will be appropriate to the provision of the product, service or advice you require from us, you will not be asked for information that is not needed for the stated purpose. We will ensure that we will process (collect, store and use) the information you provide in a manner that is compatible with the EU General Data Protection Regulation (GDPR). We will endeavour to keep your information accurate, complete and up to date and not keep it longer than is necessary. We are required to retain certain information in accordance with law and how long certain kinds of personal data should be kept may also be governed by specific business sector requirements and financial regulation. We will delete credit card details once a transaction has been finalised. We will review all data supplied/obtained and delete that which is not necessary or no longer necessary.

**Know your rights**

You have the right to:

- Ask for a copy of the information we hold about you. Requests must be made in writing including by Email, fax or text. We will respond to your request within 40 calendar days (right of access)
- Ask us to update or correct your personal information to ensure its accuracy. We would welcome any corrections to your information and, in certain cases, it is required by your insurance policy (right of rectification)
- Ask us to delete your personal information from our records if it is no longer needed for the original purpose (right to be forgotten)
- Ask us to restrict the use of your personal information in certain circumstances (right of restriction)
- Ask us at any time to stop using your personal information if using it based only on your consent (right to withdraw consent)
- Have the data we hold about you transferred to another organisation (right of portability)
- Object to us using your personal information (right to object)
- Complain if you feel your personal information has been mishandled. We encourage you to come to us in the first instance but you are entitled to complain directly to the Data Protection Commissioner, Canal House, Station Road, Portarlington, Co Laois; telephone +353 (0) 761 104 8000; + 353 (0) 57 868 4800; Email: info@dataprotection.ie

**Sharing your data**

We may make your information available to third party service providers where that third party is providing services on our behalf. We will only provide information that is necessary for them to carry out the services required. Any third parties that we share your data with are obliged to keep your details securely and only use the data to fulfil the service they provide on your behalf. In the unlikely event that we transfer data outside the EU we will ensure that the recipient has provided the appropriate safeguards and on condition that enforceable data subject rights and effective legal remedies are available to you.

**Data Security**

We take our security responsibilities seriously, employing the most appropriate physical and technical measures, including staff training and awareness and we review these matters on a regular basis**.**

**Automated decision-Making and Profiling**

Automated decision making and profiling are techniques often used in the financial services sector to both streamline processes and to measure or identify opportunities. An automated decision is one that concerns an individual, uses that individual's personal data, is made entirely without human intervention and has important consequences for the individual. Profiling is any kind of automated processing which uses personal data to analyse or predict certain characteristics or preferences of an individual. Hickey Clarke & Langan will not engage in automated decision making or profiling.

**Direct Marketing**

Hickey Clarke & Langan will not engage in any form of direct marketing. In the unlikely event that our policy in this regard will change we will inform you accordingly and will seek your explicit consent. You have the right to withhold such consent.

**Contacting us**

If you have any questions or comments about our Privacy Notice or how we use your personal information please contact our Managing Director, Siobhan Bonner at Hickey Clarke & Langan,  Hegarty House, Ballymacool, Letterkenny, Co Donegal; e-mail Siobhan@hcl.ie: phone 074 91 26688

**Data Protection Notice**

Tokio Marine HCC is the trading name of Tokio Marine Europe S.A. which respects **your** right to privacy. In **our** Privacy Notice (available at https://www.tmhcc.com/en/legal/privacy-policy) **we** explain who **we** are, how **we** collect, share and use personal information about **you**, and how you can exercise **your** privacy rights. If **you** have any questions or concerns about our use of **your** personal information, then please contact dpo-tmelux@tmhcc.com.

**We** may collect **your** personal information such as name, email address, postal address, telephone number, gender and date of birth. **We** need the personal information to enter into and perform a contract with **you**. **We** retain personal information **we** collect from **you** where **we** have an ongoing legitimate business need to do so.

**We** may disclose **your** personal information to:

**our** group companies;

third party services providers and partners who provide data processing services to **us** or who otherwise process personal information for purposes that are described in **our** Privacy Notice or notified to **you** when **we** collect **your** personal information;

any competent law enforcement body, regulatory, government agency, court or other third party where **we** believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend **our** legal rights, or (iii) to protect **your** interests or those of any other person;

a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of **our** business, provided that **we** inform the buyer it must use **your** personal information only for the purposes disclosed in **our** Privacy Notice; or

any other person with **your** consent to the disclosure.

**Your** personal information may be transferred to, and processed in, countries other than the country in which **you** are resident. These countries may have data protection laws that are different to the laws of **your** country. **We** transfer data within the Tokio Marine group of companies by virtue of **our** Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

**We** use appropriate technical and organisational measures to protect the personal information that **we** collect and process about **you**. The measures **we** use are designed to provide a level of security appropriate to the risk of processing **your** personal information.

**You** are entitled to know what data is held on **you** and to make what is referred to as a Data Subject Access Request ('DSAR'). **You** are also entitled to request that **your** data be corrected in order that **we** hold accurate records. In certain circumstances, **you** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **your** rights is included in **our** Privacy Notice.

**You** can opt-out of marketing communications **we** send **you** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails **we** send **you**. Similarly, if **we** have collected and processed **your** personal information with **your** consent, then **you** can withdraw **your** consent at any time. Withdrawing **your** consent will not affect the lawfulness of any processing **we** conducted prior to **your** withdrawal, nor will it affect processing of **your** personal information conducted in reliance on lawful processing grounds other than consent. **You** have the right to complain to a data protection authority about **our** collection and use of **your** personal information.