UNOCCUPIED HOME INSURANCE

The Contract of Insurance

This certificate of insurance, **schedule** and any **endorsement** applying to **your** certificate form **your** Unoccupied Property 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 Legal 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.

Bodily injury	***Bodily injury*** *includes death or disease*
Building(s)	• *The* ***property*** *and its decorations;* • *fixtures and fittings attached to the* ***property****;* • *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****.*
Endorsement(s)	*A change in the terms and conditions of this insurance.*
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.*
Premises	*The address which is named in the* ***schedule****.*
Property	*The private dwelling of* ***standard construction*** *and the garages and outbuildings used for domestic purposes at the* ***premises*** *shown in the* ***schedule****.*
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.*
Standard construction	*Built of brick, stone or concrete and roofed with slates, tiles, concrete or asphalt.*
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	*The person or persons named in the* ***schedule****.*
Your broker	*The insurance broker who placed this insurance on* ***your*** *behalf.*

General Conditions applicable to the whole of this insurance

Each **property** 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** or an authorised person must inspect the inside and outside of the **property** at least once every 7 days.

3. **You** must tell **your broker** without delay if **you**:

   - change the use of the **property** in any way (for example if it becomes occupied by tenants or is used for business).
   - plan to carry out any demolition or building works (other than decorating) at the **property**.
   - board up any windows, doors or other openings.
   - 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.

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 other time by contacting **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have 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.

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 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, your** family, guests or tenants.

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).

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, cleanup, 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) **Contractors exclusion**

This insurance does not cover loss, damage or liability arising out of the activities of contractors, or to contractors. For the purposes of this exclusion a contractor is defined as any person, company or organisation working at or on the **premises,** including where **you** are working in **your** capacity as a professional tradesman.

k) **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.

l) **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 **We** will not pay for any:

m) **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

1. 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 take all reasonable steps 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

2. **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.

2) **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.

3) **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	• the first €1,000 of every claim
2. lightning	• the first €1,000 of every claim
3. explosion	• the first €1,000 of every claim
4. earthquake	• the first €1,000 of every claim
5. aircraft and other flying devices or items dropped from them	• the first €1,000 of every claim

Buildings

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

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. storm	a) the first €1,000 of every claim b) for loss or damage caused by rising ground water levels c) for loss or damage to swimming pools, tennis courts, drives, patios and terraces, gates and fences d) for loss or damage caused by ingress of water due to wear, tear or deterioration e) for loss or damage to roofs constructed of timber and felt exceeding 10 years of age.

Buildings (continued)

What is covered	What is not covered
This section of the insurance covers	**We** will not pay
A) expenses **you** have to pay and which **we** have agreed in writing for: • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the **building** • costs **you** have to pay in order to comply with any Government or local authority requirements 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 b) any costs if Government or local authority requirements have been served on **you** before the loss or damage
B) 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 **property** 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**

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.

Legal Liability to the Public

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

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 for any amounts **you** become legally liable to pay as damages for: • **bodily injury** • damage to property caused by an accident happening in or about the **premises** during the **period of insurance**,	a) for **bodily injury** to: • **you** • any other permanent member of **your** family. • any person who at the time of sustaining such injury is engaged in **your** service b) for damage to property owned by or in the charge or control of: • **you** • any other permanent member of **your** family • any person engaged in **your** service c) arising directly or indirectly out of any profession, occupation, business or employment d) which **you** have assumed under contract and which would not otherwise have attached e) arising out of **your** ownership, possession or use of any power-operated lift f) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises** g) if **you** are entitled to payment under any other insurance, until such insurance(s) is exhausted h) arising out of any criminal or violent act to another person or property i) in respect of any kind of pollution and/or contamination unless it is: • 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 • 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 two:-
  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

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.