Capital Home Insurance

Rental

Policy Wording

Contents

		Page
Contents		2
The Contract of Insurance		3
Meaning of Words		4 - 5
Section A	Buildings & Contents	6 - 10
	Settling Claims	11 - 12
Policy Conditions		13 – 16
Policy Exceptions		17
Complaints		18
Withdrawal		18
Data Protection		19

The Contract of Insurance

This Policy which has been arranged by Arachas Corporate Brokers Limited trading as Arachas, Capital Insurance Markets, Capital IM, Covercentre, Study & Protect, BJP Taxi, ProEx Underwriting, Craftinsure Ireland, is a contract between **you** and the insurer (Aviva). **We** will insure **you** under those sections shown in the schedule during any period of insurance for which **we** have accepted **your** premium provided all the terms and conditions of the Policy are met. Under the relevant European and Irish Legal provisions, the parties to this contract of insurance, are free to choose the law applicable to the contract. **We** propose that this contract is governed by Irish Law.

Your Home Insurance contract consists of three documents, as listed below. These documents should be read as if they are one document. Please read them carefully and keep them in a safe place. If they do not meet **your** requirements or if **you** have any queries regarding the cover or terms and conditions, please contact Aviva Insurance Ireland DAC or us.

The policy booklet

This booklet which details the extent of cover for each of the sections chosen by you and the policy conditions and exceptions.

We would draw **your** attention specifically to the 'What is not insured' and the 'Policy Exceptions' sections of the Policy which set out what is not covered, and also the Retention Amount section in the Buildings Section (Section A) of the Policy.

The schedule

Which includes details of the risk address, operative sections and clauses, the sums insured and the period of insurance.

The statement of facts

The Statement of Facts is a precise record of the information which **you** or anyone on **your** behalf provided to **us** about **your** risk. **We** have relied upon the information in the statement of facts when deciding whether to accept this insurance, what terms to apply to it and the premium to charge.

Making a Claim

What **you** should do

First, check **your** insurance Policy to see if the incident that has occurred is covered by **your** Policy. If it is or if you are unsure, then please dial 1800 147 147. **We** will take details of **your** claim and can arrange for a contractor to call out to **your** home and deal with the damage that has occurred. **We** will also find out what items have been damaged or stolen and take steps to organise replacements for some of them from our approved suppliers. To access information regarding an existing claim, simply dial 1800 147 147 (24 hours, 365 days a year).

Claims Notification Period

Please note that unless otherwise stated in this Policy all claims must be notified to Aviva at the latest within 30 days of their occurrence of the relevant event or cause (as the case maybe) giving rise to the claim.

However, please refer to the Policy Conditions section of this document and familiarise yourself with **your** specific obligations when notifying a claim, as failure to comply could result in **your** claim being refused, where **we** are prejudiced.

For and on behalf of Aviva Insurance Ireland DAC ('Aviva').

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. A private company limited by shares.

Registered in Ireland No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5

Meaning of Words

Certain words in the policy have special meanings given below. To help **you** identify these words in the policy **we** have printed them in bold throughout.

Bodily injury - Death, injury, illness or disease.

Buildings - Your home and its fixtures and fittings, interior decorations, swimming pools, outdoor spas or hot tubs which are fixed or fitted to the premises, fuel, septic and service tanks, terraces, patios, decks, paths, driveways, tennis courts, walls, fences and gates for which you are legally responsible, all within the boundary of the risk address shown in your schedule.

Buildings does not include:

- Wind Turbines
- Polytunnels

Contents - Household goods and furniture used for the provision of rented accommodation or in connection with the maintenance of the **premises** radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €1,000) on or in the **home**, all belonging to or the legal responsibility of **you** and contained in the **buildings**. The maximum cover in respect of any one item is 5% of the **contents** sum insured or €2,500 whichever is the lesser.

Unless otherwise stated on the schedule the maximum cover in respect of **contents** of garages or domestic outbuildings is €3,000 in any one period of insurance. The following property is not included as **contents**:

- **Valuable property**
- Motor vehicles including any mechanically propelled vehicles which includes e-scooters and e-bikes (other than mechanically propelled lawnmowers used for domestic purposes), caravans, trailers, aircraft, watercraft (other than rubber dinghies, canoes, sail boards and surf boards), hovercraft, or parts or accessories normally on or in any of them.
- Landlord's fixtures and fittings.
- Any living creature.
- Property owned or held in trust in connection with any business, profession or trade.
- Deeds, bonds, bills of exchange, securities, documents , manuscripts, or **money** of any kind.
- Property more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses or reduces the claim, or the sum insured is inadequate on a specified item.

Flood - **(a)** the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam, or

(b) inundation from the sea whether resulting from storm or otherwise

Fungi – any type of fungus including but not limited to all forms of mould or mildew and any mycotoxins spores scents vapours gas or substance including any by-products produced or released by fungi.

Geographical limits - The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.

Ground heave - The upwards expansion of the ground resulting in damage to the building foundations.

Home - The private dwelling, garage and outbuildings used as rented residential accommodation only, all at the situation of the **premises** shown in the schedule but excluding any car parks or communal parking facilities.

Money - Cash, cheques, postal orders, bankers' drafts, travel tickets, savings stamps and certificates, premium bonds, current postage stamps, gift tokens, luncheon vouchers, trading stamps and telephone call cards all held for social or domestic purposes.

Excess - The monetary amount of any claim which is not insured. There are four types of **excess** namely a Policy **Excess**, a Water Damage **Excess**, a Subsidence **Excess** and an All Risks **Excess** and these are clearly shown on the schedule. The applicable **excess** for each cover is stated in the Policy.

Premises - The Insured Property shown on the schedule comprising of the buildings and the land within the boundaries

belonging to them.

Settlement - The vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the weight of the building.

Subsidence - The downward movement within the ground independent of the building load.

Tenant – Any person living in the **home** under a rental or lease agreement with **you.**

Tenanted – The **home** is **tenanted** when there is a current rental or lease agreement in place and the **tenant** continues to reside in the **home** under that agreement.

Untenanted - The **home** will be considered **untenanted** when there is no current rental or lease agreement in place or where a **tenant** has ceased to reside in the **home** before the expiry of an agreement.

Unfurnished - Without sufficient furniture and furnishings for normal living purposes. A property will be deemed **unfurnished** if either the water or electricity supply is disconnected or never was connected.

Unoccupied - Not permanently lived in by **you,** a **tenant** or by a person authorised by **you**.

Valuable property - Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, paintings, works of art, curios, antiques, furs, musical instruments, radios, televisions, other audio or video equipment and computer equipment.

We or Our or us - Aviva Insurance Ireland DAC.

You or Your - The person or people shown in the schedule as the Insured.

Section A – Buildings and Contents

Unless otherwise stated the Policy **Excess** shown in the schedule applies to all claims under this section.

Other than 'What is not insured', the **buildings** and **contents** are insured for the amounts shown in the schedule against loss or damage ca**us**ed by the events in paragraphs 1 – 11 and paragraph 12 if the cover is shown as included on the schedule

What is covered	What is not covered
1) Fire, smoke lightning, explosion or earthquake.	Smoke damage caused by: • agricultural or industrial operations, any gradually operating cause, or smog.
2) Storm or **flood.**	Loss or damage: • caused by frost, subsidence, ground heave or landslip, • to gates, fences or hedges, • due to wear and tear or gradual deterioration. • to roofs constructed with torch-on felt exceeding 10 years of age, or other felt exceeding 5 years of age **We** will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the **buildings**
3) **Subsidence** or **ground heave** of the site on which the buildings stand or landslip.	Loss or damage in respect of apartment blocks (purpose built or converted). Loss or Damage: • caused by **settlement** due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials, • caused by building on made-up ground or filled-in land, or caused by tunnelling work • to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts or swimming pools unless liability is admitted under the policy for loss or damage to the **home** from the same cause occurring at the same time, • to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause, • to **contents** unless the **home** is damaged at the same time by the same cause • associated with such causes arising prior to inception of this policy.

	Loss or damage if any part of the **buildings** suffered previous loss or damage by **subsidence**, **ground heave** or landslip unless same has been disclosed to and accepted by **us**. The **Subsidence Excess** shown on the schedule applies to this cover.
4) Stealing or attempted stealing.	Loss or damage: • unless entry to or exit from the **home** is made using violence and force, • any person(s) lawfully on the premises. • while the home is unfurnished or unoccupied for more than 30 days in a row. • any incident not reported to the Gardaí within 24 hours of discovery. We will not pay more than the amount shown in your policy schedule for contents in domestic outbuildings. This limit does not apply where the outbuilding is protected by a working intruder alarm.
5) Riot, civil, labour or political disturbance.	
6) Vandals or malicious people.	Loss or damage caused: • by someone lawfully on the **premises**, • after the **home** is left **unoccupied** for more than 30 consecutive days. • while the **home** is **unfurnished**. • by any modifications to the **premises**.
7) Escape of water from or the bursting of any fixed domestic water or heating installation. **We** will also pay for the escape of water from any washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.	Loss or damage: • caused after the **home** is left **unoccupied** for more than 30 consecutive days. • while the **home** is **unfurnished**. • to any fixed domestic water or heating installation due to wear and tear, rust, or gradual deterioration. • to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units. Loss or damage from **subsidence**, **ground heave** or landslip that results from escape of water The Water Damage **Excess** shown on the schedule applies to this cover.
8) Escape of oil from any fixed domestic heating installation.	Loss or damage: • caused after the **home** is left **unoccupied** for more than 30 consecutive days. • while the **home** is **unfurnished** • to the component or appliance from which oil or gas leaks (unless caused by freezing); • to any fixed domestic heating installation due to wear and tear, rust, or gradual deterioration.

9) Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	• Loss or damage caused by **your** pets. • to contents unless the buildings are damaged by the same cause.
10) Falling trees or branches.	• Loss or damage to gates, fences or hedges. • Damage caused by felling or lopping of trees. • to trees or the cost of removing fallen trees or branches unless the home is damaged at the same time.
11) Falling aerials, aerial fittings or masts	We will not pay for • to aerials or masts over 15 metres high (unless we agree otherwise) – the most we will pay for loss or damage to aerials, masts, satellite dishes or security cameras is shown in your schedule;
12) Fire brigade charges. Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** or **contents** in circumstances which have given rise to a valid claim under this policy. The most **we** will pay is €1,500.	
13) Loss of Rent Provided the **home** is **tenanted** at the time of a loss, we will pay for loss of rent **you** should have received but were unable to collect while the **home** was unfit to live in caused by an event in paragraphs 1-11 of this section. This cover is limited to the period necessary for reinstatement and the total amount payable is limited to 15% of the Buildings Sum Insured or the equivalent of 12 months' rent, whichever is the lesser. If the **home** is **untenanted** at the time of the loss, the equivalent of three months' rent will be deducted from the total amount payable. The total amount payable is also limited to the rent that could have been reasonably expected to be received given the pre-loss condition and rental prospects of the **home.**	Any rent owed by **tenants** to **you** for a period prior to the loss Any share of rents or any other charges or expenses payable to letting agents Loss of rent for any part of the **buildings** used for anything other than as domestic accommodation Any loss of rent after the **home** is fit to be let. The returning of any deposits to **tenants**
*PROVIDED **BUILDINGS** ARE SHOWN AS INSURED ON THE SCHEDULE PARAGRAPHS 14 - 18 ALSO APPLY*	

14) Breakage of fixed glass and sanitary ware Accidental breakage of fixed glass in windows, doors or roofs or fixed sanitary ware in the **home**.	Loss or damage caused: • while the home is unfurnished or unoccupied for more than 30 days in a row; • by vandals or malicious people lawfully on the premises. • to hand mirrors; • to any item damaged or cracked before this insurance began; caused by any process of repair, replacement or alteration
15) Service pipes and cables. Accidental damage to cables, underground pipes or underground tanks servicing the home and for which you are responsible • The most we will pay is €1,000	• Loss or damage due to wear and tear, rust or gradual deterioration. • ·Loss or damage to buildings or contents as a result of tree root action
16) Blockage of sewer pipes. The cost of breaking into and repairing the pipe between the main sewer and the **home** following the blockage of the pipe. The most **we** will pay is €1,000	
17) Liability to the public as owner of the **premises**. Any amounts which **you**, as owner of the premises**,** become legally liable to pay as compensation for an accident occurring during the period of insurance which causes **bodily injury** to a person or accidental loss of or damage to property. The most **we** will pay for any one claim or number of claims arising from one cause is €3,000,000 (This includes all costs agreed by **us** in writing).	Liability arising directly or indirectly from: • an agreement which imposes a liability which **you** would not otherwise have been under, • the occupation of the **premises**, • any business, profession or trade. • any wilful, malicious, deliberate or reckless act committed by anybody living in the **home**, Liability for: • **bodily injury** to a person under a contract of service or apprenticeship with **you** or a member of **your family**, • loss of or damage to property owned or held in trust by or in the custody or control of **you**
18) Trace and Access. **We** will pay up to €1,000 to remove or replace any part of the **buildings** necessary to repair any fixed domestic water or heating installation where water or oil has escaped.	Loss or damage: • to the item from which the escape occurred. • caused after the **home** is left **unoccupied** for more than • 30 consecutive days while the **home** is **unfurnished**.
*PROVIDED **CONTENTS** ARE SHOWN AS INSURED ON THE SCHEDULE PARAGRAPHS 19 - 20 ALSO APPLY*	

19) Liability to domestic employees. Any amounts which **you** or a member of **your family** become legally liable to pay as damages for **bodily injury** to **your** domestic employees (including temporary and occasional employees or any person carrying out repairs or decorations) directly employed by **you** in connection with **your premises.** The most **we** will pay for any one claim or number of claims arising from one cause is €3,000,000. (This includes all costs agreed by **us** in writing). Where **we** agree to indemnify more than one party then nothing in this policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.	Liability for: • **bodily injury** to any person employed by **you** for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act • **bodily injury** to any person in the course of their duties, where employed by **you** or a member of **your family**, for the purposes of providing care unless advised to **us** and confirmed in writing by **us**.
20) Tenant's liability. Your legal liability as tenant for loss or damage to the buildings caused by an event in paragraphs 1 to 12 of this section. The most we will pay is 10% of the contents sum insured.	Any loss or damage or amount shown as not insured under paragraphs 1 to 14 of this Section

Special Conditions for Untenanted Properties

Immediately the **home** is **untenanted**:
the water must be turned off at the mains (or from its supply if not on mains) and the water system and tank (but not heating system) must be drained
a responsible person must be appointed to supervise and inspect the **home** at least once a week. These inspections must check for damage or faults and make sure that:

- all outside doors are securely locked
- all ground floor and accessible upper floor windows are securely fastened and any broken windows boarded up and repaired without delay

Any damage or faults discovered during an inspection must be repaired and/or remedied without delay.
While the **home** remains **untenanted**
loss or damage caused by the events in the paragraphs 4, 6, 7 and 8 of this policy is not insured and the Policy **Excess** is increased by €250.

Settling claims

Buildings and Contents

Average Clause

If at the time of a loss or damage the **buildings** sum insured is less than the full rebuilding cost of the **buildings** as defined or if the **contents** sum insured is less than the cost of replacing all the **contents** as new after allowing for deterioration of clothing, linen and furs **we** will pay only for the proportion of the loss or damage which the sum insured bears to such cost.

We will automatically reinstate the sum insured from the date of payment of any claim unless **we** give **you** written notice to the contrary before payment.

In addition to any other action **we** may take **we** reserve the right to proportionately reduce the amount payable on a claim if **you** received a premium reduction as a result of providing inaccurate information.

Buildings

We will pay the full cost of repair or reinstatement as new of the damaged part of the **buildings** provided that the work is done without delay or at **our** option, **we** will arrange for the work to be carried out. However**, we** will deduct an amount for wear and tear if the **buildings** are in a poor state of repair or decoration.

- If it is necessary to make a deduction for wear and tear, then for the purposes of determining whether or not there is underinsurance, the cost of rebuilding as new all the buildings covered by this policy less the deduction for wear and tear will be compared with **your** actual sum insured.
- **We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

If repair or reinstatement is not carried out (at the request of the insured, which request must be explained and reasonable) **we** will pay the reduction in market value resulting from the loss or damage, but only up to what it would have cost to rebuild or repair if such work had been carried out without delay.

The most **we** will pay under paragraphs 1 to 11 and 'Additional Costs' below is the **Buildings** sum insured.

Additional costs

We will pay the necessary and reasonable expenses that **you** incur in reinstating the **buildings** following loss or damage insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others
- the cost of clearing the site and making it and the **home** safe,
- the cost of complying with any government or local authority requirement following loss or damage unless **you** were given notice of the requirement before the loss or damage.

We will not pay:

- fees for preparing a claim under this section,
- costs in respect of undamaged parts of the **buildings** (except the foundations of the damaged parts).

Retention Amount

Our priority is to provide financial support to customers throughout the claim process to ensure any repair/reinstatement work is completed as quickly as possible. Where **we** opt to pay the costs of repair or reinstatement as above, **we** may:

- release a proportion of the estimated cost of repair or reinstatement prior to completion of the work;
- pay the balance (otherwise known as the "retained amount") to **you** on completion of the work and on receipt of appropriate documentation validating the costs incurred by **you** for the repair or reinstatement work (including VAT invoices).

The retained amount will not exceed:

(i) 5 per cent of the claim settlement amount in a case in which the claim settlement amount is less than €40,000; or

(ii) 10 per cent of the claim settlement amount in a case in which the claim settlement amount is €40,000 or more.

Mortgagees clause

The interest of the mortgagee shall not be prejudiced by any act or neglect by **you**, **your household** or any tenant that increases the danger of damage without the authority or knowledge of the mortgagee, provided that the mortgagee as soon as reasonably possible after becoming aware of the danger, shall give notice to **us** and pay an additional premium if required.

More than one home

When more than one **home** is insured the terms and conditions of the policy shall apply as if each is separately insured.

Selling **your** home

If **you** are selling **your home**, **we** will insure the buyer up to the date the contract is completed unless he/she has arranged his/her own insurance. The buyer must keep to the terms and conditions of the policy.

Contents

We will pay the full cost of replacement as new or repair of the **contents** lost or damaged or at **our** option **we** will replace the **contents** or arrange for the repair work to be carried out. However, **we** will deduct an amount for wear and tear:

- for clothing, furs and linen,
- for floor coverings more than 5 years old,

If it is necessary to make a deduction for wear and tear, for the purposes of determining whether or not there is underinsurance, the cost of replacement as new of all the **contents** covered by this policy less the deduction for wear and tear will be compared with **your** actual sum insured.

- **We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.
- The most **we** will pay under paragraphs 1 to 11 is the **contents** sum insured, subject to the condition of average, but see the limitations in the Meaning of Words with regard to collections of stamps, coins or medals, satellite dishes, receivers and ancillary equipment and **valuable property**.
- Where the damaged or lost item can be repaired or replaced with an item of similar quality, **we** may at **our** option either arrange or authorise replacement. If an exact replacement is not available, **we** may either arrange or authorise replacement with an item of similar quality.
- Where the replacement or repair of any item results in an increase in the value of that item **we** may make a deduction in respect of Betterment.
- If **you** do not replace (for a reason that is explained and reasonable) an article which is lost, or damaged beyond economical repair, **we** will pay the resale market value only.

We will not pay:

- fees incurred by **you** for preparing a claim under this section

Policy Conditions

These Conditions apply to all Sections of this Policy

In the following conditions **you** also include any other person insured under the Policy.

1. Protection of Property and Prevention of Accident

You will take all reasonable steps to protect the **property** and prevent accidents or legal disputes

2. Fraudulent Claims

You will take all reasonable steps to protect the **property** and prevent accidents or legal disputes.

If a claim contains information that is false or misleading in any material respect and **you** either know that it is false or misleading or consciously disregard whether it is false or misleading, or a claim is otherwise fraudulent in any respect, ("Fraudulent Claim"), **we** shall be entitled to:

(a) refuse to pay the claim; and
(b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination, **we** shall refuse all liability to **you** under the Policy in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and **we** need not return any of the premiums paid under the Policy**.**

3. Cancellation

(a) **We** have the right to cancel the Policy or any section or part of it by giving 14 days' notice in writing by registered letter to **your** last known address. We will return the amount to **you** the amount of premium in respect of the unexpired period of insurance.

(b) **You** have the right to cancel the Policy or any section or part of it by giving **us** notice in writing. **We** will return to **you** the amount of premium in respect of the unexpired period of insurance less any applicable administration charge. However, no return of premium will be all owed if **you** have made a claim during the current period of insurance. No administration charge will be applied if **you** give notice in writing of **your** intention to cancel the Policy within 14 working days from the date the Policy is concluded (the "Cooling-Off Period"). If **you** cancel the Policy during the first period of insurance, outside of the Cooling-Off Period, **we** will deduct an administration charge from any return premium.

4. Arbitration

If there is a dispute arising out of this Policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

5. Liability Following Death

If **you** die, **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under the Policy provided they keep to the terms of the Policy.

6. Change in Circumstances

You must tell **us** immediately of any changes to:

- Change of name, address or ownership of address
- Change to the use or occupancy of the insured premises
- Changes or additions to the structure of the insured property (e.g. the use of any non-standard building materials or deterioration of the condition of the property) or any plans to make changes to the insured property
- Any claim or losses, whether insured or not, made in connection with any other properties owned or occupied by **you**

- If there are any criminal offences that **you** or others residing with **you** have been cautioned for, convicted of, or charged but not yet tried for
- Any changes to:

  i) the information provided and recorded in any Statement of Fact issued to **you**; and/or

  ii) the information provided in any Proposal Form or otherwise in response to specific questions asked by **us**; and/or

  iii) the declarations made by or on behalf of **you**

When **you** notify **us** about a change as above, or if **you** otherwise become aware of any such change, as referenced above, **we** may reassess the premium chargeable and Policy cover more generally.

We may refuse a claim made by **you** where there has been a change in the subject matter of the Policy which results in a new risk which **we** did not agree to cover, and which was beyond the reasonable contemplation of **us** and **you** when the Policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

7. Claims

Upon learning of any circumstances which may give rise to a claim **you** must:

- tell **us** as soon as reasonably possible but immediately if there is riot damage,
- give **us** all the help and information that **we** may reasonably require,
- immediately tell the Police if loss or damage is caused by stealing, attempted stealing, malicious people, vandals, riot, civil, labour or political disturbance, immediately send to **us** any writ or summons or other communication **you** receive,
- give full details within 30 days of the incident together with any supporting evidence that **we** require.

8. Salvage

We have the right to the salvage of any insured **property**.

9. Abandonment of Property

You may not, without **our** consent, abandon any **property** to **us**.

10. Negotiation or Settlement of Claims

You must not admit, deny, negotiate or settle a claim or dispute without **our** written consent.

11. Subrogation

Subject to Condition 22 below **we** are entitled to:

- take the benefit of **your** rights against another person before or after **we** have paid a claim,
- take over the defence or settlement of a claim against **you** by another person.

12. Other Insurances

If at the time of a claim there is any other policy covering anything insured by this Policy, **we** will be liable only for **our** proportionate share.

13. Excess

Where any single event being a single incident or transaction, or a series of incidents or transactions linked by cause or time, results in a claim under more than one section of the Policy, the highest **excess** only will apply.

14. Insurance Act 1936

All monies which become payable by **us** under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

15. Instalments Defaults

Where **we** have agreed to accept payment by instalments, any default in payment on the due date may result in the Policy cover being terminated.

16. Stamp Duties Consolidation Act 1999

The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Stamp Duties Consolidation Act, 1999.

17. Premium Alterations

If an alteration to the policy results in an additional premium due to the Insurer or a refund premium due to the Insured**, we** will only charge or refund such premiums provided the amount involved is greater than or equal to €20.

18. Inflation Protection.

We will from time to time adjust the sums insured in line with changes to relevant indices and claims inflation. Any proposed changes to **your** sums insured will be applied monthly and updated annually at renewal when the revised sums insured will be clearly noted on **your** renewal notice. **You** should regularly review **your** sums Insured to satisfy yourself that they meet **your** requirements. **We** reserve the right to insist on a reasonable minimum sum Insured. **We** will not charge extra premium during the period of insurance but at the end of the period **we** will calculate the renewal premium on the revised sums insured**.**

19.

(1) Pre-contractual Representations

You acknowledge and accept the following:

a) **you** have a legal duty prior to entering into this Policy and/or prior to the renewal of this Policy to provide responses to questions asked by **us** in relation to the risk(s) to be insured.
b) a matter about which **we** ask a specific question is material to the risk undertaken by **us** or the calculation of the premium by **us**, or both.
c) **you** have a legal duty to answer all questions asked by **us** honestly and with reasonable care.
d) while **we** acknowledge that **you** have no legal duty of voluntary disclosure, **you** shall ensure that information which is voluntarily provided by **you** or on **your** behalf is provided honestly and with reasonable care.

(2) Remedies for Misrepresentation

a) The term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** or on **your** behalf involves a negligent misrepresentation, the remedy available to **us** shall reflect what **we** would have done had **we** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
    - if **we** would not have entered into the Policy on any terms, **we** may avoid the Policy from inception or renewal (as the case maybe) and refuse all claims, but shall
    - return the premium paid;
    - if **we** would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if **we** so require; • if **we** would have entered into the Policy, but would have charged a higher premium , **we** may reduce proportionately the amount to be paid on the relevant claim.
b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, **we** may either:
c) give notice to **you** that in the event of a claim **we** will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or terminate the Policy by giving reasonable notice. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** or on **your** behalf involves a fraudulent misrepresentation, or where any conduct by **you** or on **your** behalf (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, **we** shall be entitled to avoid the Policy from the date of commencement or renewal (as the case maybe) without return of premium.

20. Effect of Continuing Restrictive Conditions

In this Policy, any term that imposes a Continuing Restrictive Condition, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

(a) **you** breach any such term; and
(b) during the period of breach **you** suffer a relevant loss; and
(c) such breach increased, in the circumstances concerned, the risk of the loss suffered by **you**, **we** will have no liability for the loss.

A Continuing Restrictive Condition is any condition in this Policy, however expressed, that purports to require **you** to do, or not to do, a particular act or acts, or requires you to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

21. Subrogation Limits

For the purposes of this condition only, the expression "insured person" shall mean **you** and any other person entitled to be indemnified under this Policy.

This clause applies where **we** have the right to be subrogated to the insured person's rights against some other person but the insured person has not exercised those rights and might reasonably be expected not to exercise those rights because the insured person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010).

Where in the above circumstances the other person is not insured in respect of their liability to the insured person, **we** do not have the right to be subrogated to the insured person's rights against that other person. Where the other person is so insured, **we** may not recover from the other person an amount greater than the amount that that person may recover under their insurance policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, **we** will not exercise **our** right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

22. Let Properties

If the property is let, there must be a tenancy agreement in place between **you** and the tenant directly for a minimum tenancy term of 12 months.

Policy Exceptions

These exceptions apply to all Sections of this Policy.

The Policy does not cover:

1. any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or coup,
2. loss or damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds,
3. any expense, consequential loss, legal liability or loss of or damage to any **property** directly or indirectly arising from:
    a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
    b. the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
4. consequential loss of any kind or description incurred by **you** or any member of **your household**,
5. the cost of maintenance or normal redecoration,
6. loss or damage caused by wear and tear or gradual deterioration,
7. any loss or damage caused by or arising from any computer hardware or software or other electrical equipment not being able to recognise or process any date as the true calendar date. Subsequent loss or damage which is otherwise covered by the Policy is nevertheless insured.
8. Any loss or damage or liability directly or indirectly caused by the presence growth proliferation spread or any activity of **fungi**, wet or dry rot or bacteria.
9. Terrorism Exclusion Endorsement

    The Policy does not cover any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

    For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or 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 or other 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, liability, 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 any act of terrorism. If **we** allege that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **you**.
10. Any loss or damage caused by faulty materials, faulty design or faulty workmanship.
11. Any expense, cost, consequential loss, liability or loss of or damage caused by, or directly or indirectly arising from or in connection with:
    a. the loss of, alteration of or damage to or;
    b. a reduction in the functionality, availability of or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.
12. **We** will not cover any loss, damage or liability where the property is in breach of legal regulations and/or local bye-laws. This includes, but is not limited to, compliance with planning permission and building regulations.

Complaints Procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your policy through an intermediary or broker, you can direct your complaint to them or to Aviva Insurance Ireland DAC at 1800 666 555.

If your complaint relates to a claim, please let us know by: Phone 1800 147 147 or email at claimcomplaints@aviva.com.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

If you are not satisfied with our response or how we have dealt with your complaint, you may refer your complaint to:

Financial Services and Pensions Ombudsman ('FSPO'), at Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Phone: 01 567 7000

E-mail: info@fspo.ie

Website: www.fspo.ie

You will not lose your right to take legal action if you contact the Financial Services and Pensions Ombudsman.

Right of Withdrawal

As a consumer **you** have the right to withdraw from this policy within 14 working days of the latest of the date of inception of cover, or the date on which **you** receive **your** Policy Schedule, without penalty and without any reason being. The right of withdrawal maybe exercised by notice in writing to Capital Insurance Markets quoting **your** policy number. Should the right be exercised, **we** will charge a pro-rata premium for the period **you** are on cover.

Data Protection

This notice explains the most important aspects of how **we** use **your** personal information, but **you** can get more information by viewing **our** full privacy policy at aviva.ie/privacy or requesting a copy by writing to **us** at The Data Protection Team, Aviva, Building 12, Cherrywood Business Park, Loughlinstown, Dublin 18.

The data controller responsible for this personal information is Aviva Insurance Ireland DAC as the insurer of the product. Additional data controllers involved in the process for obtaining and maintaining insurance cover include the intermediary/financial broker, managing general agent and applicable reinsurers.

We collect and use Personal Information about **you** in relation to **our** products and services. Personal Information means any information relating to **you** or another living individual who is identifiable by **us**. The type of personal information **we** collect and use, will depend on **our** relationship with **you** and may include more general information (e.g., **your** name, DOB, contact details) or more sensitive information (e.g., details of **your** health or criminal convictions). If **you** are proving personal information about another person, **you** should show them this notice.

Some of the personal information **we** use may be provided to **us** by a third party. This may include information already held about **you** within the Aviva group, information **we** obtain from publicly available records, and from industry databases, including fraud prevention agencies and databases.

We use **your** Personal information to provide and administer financial products and services requested by **you** and to manage **our** operations effectively.

We may also use profiling and other data analytics to understand **our** customers better (e.g., what kind of content or products would be of most interest) and to predict the likelihood of certain events arising (e.g. to assess insurance risk or the likelihood of fraud). **We** may carry out automated decision making to decide on what terms **we** can provide products and services, deal with claims and carry out fraud checks. More information about this, including **your** right to request that certain automated decisions **we** make have human involvement, can be found in the automated decision-making section of **our** full privacy policy

.

We may use Personal Information **we** hold about **you** across the Aviva group for marketing purposes, including sending marketing communications in accordance with **your** preferences. More information can be found in the Marketing section of **our** full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including **our** suppliers e.g. claim service providers, and regulatory and law enforcement bodies). **We** may transfer **your** Personal information to countries outside the EEA but will always ensure appropriate safeguards are in place when doing so.

We maintain a retention policy to ensure **we** keep personal information only for as long as **we** reasonably need it - please see **our** Privacy Policy for further details. **You** have certain rights in relation to **your** Personal information including a right to access personal information, a right to correct personal information and a right to erase or suspend **our** use of **your** personal information. **You** also have the right to request for **your** personal information to be transferred to another organisation, a right to object to **our** use of **your** personal information, a right to withdraw consent (where **we** rely on consent) and a right to lodge a complaint to the Data Protection Regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. **You** can find out more about these rights in the Data Rights sections of **our** full privacy policy or by contacting **us** at DPO@aviva.com.

Aviva Insurance Ireland DAC

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. A private company limited by shares.
Registered in Ireland No. 605769.

Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5

Arachas Corporate Brokers Limited trading as Arachas, Capital Insurance Markets, Capital IM, Covercentre, Study & Protect, BJP Taxi, ProEx Underwriting, Craftinsure Ireland is regulated by the Central Bank of Ireland. Company registration number: 379157.

04/25 CRH