Capital Holiday Home Insurance

Policy Wording

Confidential (C3)

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Introduction

Policy documents

Your Capital Holiday Home insurance policy is made up of:

- this policy wording;
- the **schedule**
  any **endorsement** applying to **your** policy.

Your Holiday Home insurance policy sets out the conditions of the contract between **you** and **us.**

When drawing up this insurance, **we** have relied on the information and statements which **you** gave in the proposal form or statement of fact on the date shown in the **schedule**. The information that **you** have provided to **us** has been used to determine not only acceptance of **your** insurance requirements but also the premium payable and any additional conditions, exclusions and/or terms that **we** believe are necessary. It is therefore imperative that, when providing this information to **us**, **you** take care not to misrepresent any information and to give **us** all the information **you** are asked for.

This insurance relates only to those sections which are shown in the **schedule** as being included and each **holiday home** included under this insurance is considered to be covered as if separately insured.

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 policy, against loss **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** as shown in the **schedule**.

This policy is a legally-binding contract of insurance between **you** and **us**. This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

Your policy is arranged by

This insurance is arranged by Arachas Corporate Brokers Limited trading as, Arachas, Capital Insurance Markets, Capital IM, Covercentre, Study & Protect, BJP Taxi, ProEx Underwriting. Arachas acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated within the **schedule**.

What do I need to do now?

Please read the whole document carefully and keep it in a safe place. It is important that:

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage Sections **you** have requested;
- **you** notify **your broker** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information;
- **you** take all reasonable steps to prevent loss, **damage** or an accident and keep the **buildings** in a good state of repair; and
- **you** comply with **your** duties under 'Important Information – Your Duties' on page 4, General Conditions on page 5 and **your** duties under the insurance as a whole.

Please contact **your broker** as soon as reasonably possible if this document is not correct or if **you** would like to ask any questions.

If **you** do not comply with the above then **you** may not receive payment for a claim, a claims payment may be reduced or **you** may lose all right to cover under **your** policy.

Definitions

Wherever words appear in **bold** type in this policy, **schedule** or any **endorsement** relating to this policy, other than in titles and paragraph headings, they will have the meanings shown in the Definitions Section of this policy unless otherwise stated.

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Your Duties

While **your broker** can guide **you**, it is **your** responsibility to make sure that the amount of insurance cover **you** buy represents the full value of **your** property. **You** must therefore keep the **sums insured** at a level which represents the full value of the property.

Full value should represent the following:

- For **buildings** – the full rebuilding cost including additional rebuilding expenses;
- For **contents** – the current cost as new; and

The maximum amount that **we** will pay in the event of a claim is the **sum insured** so it is very important that **you** insure **your** property for the full amount of its value.

You must notify **your broker**:

- as soon as reasonably possible if **you** become aware that information **you** have given **us** is inaccurate;
- within 14 days of **you** becoming aware of any changes in the information **you** have provided to **us** which happen before or during the **period of insurance**;
- at least 30 days before **you** start any work to extend, renovate, build or demolish any part of the **buildings**, or any work involving the use of heat;
- if **you** make any changes that will downgrade the security or fire protections at **your holiday home**;
- if **you** stop using the **holiday home** as **your holiday home;**
- if you would like to make changes to **your** insurance, please refer to; How to make changes to this insurance on page 8.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or of planned building works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with ‘Important Information – Our right to cancel’ on page 9.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

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General Conditions

a) Policy Coverage

We will treat each **premises** included under this insurance as if separately insured.

b) Index-linking if noted in your Schedule

Each month **we** will link the sums insured in Section One – Buildings and Section Two – Contents to an index **we** have appropriately chosen.

We will not charge **you** any extra premium for any monthly increase. However, whenever **you** renew this insurance, **we** will work out the premium using the new **sums insured**. For **your** protection, if the index falls below zero, **we** will not reduce the **sums insured**.

c) 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 amount beyond the limits which would have been covered under any such insurance had this insurance not been effected.

d) Excess

The first part of any claim which **you** must pay as set out below.

Section	Applicable **excess**
Section One – Buildings	€500 in respect of escape of water claims; €2,500 in respect of **subsidence**, **landslip** or **heave claims**; €350 in respect of all other claims unless it is stated in this section that an excess does not apply.
Section Two – Contents	€500 in respect of escape of water claims; €350 in respect of all other claims unless it is stated in this section that an excess does not apply.
Section Three – Accidents to Domestic Employee	Nil
Section Four – Legal Liability to the Public	Nil

Conditions that apply when your holiday home is unoccupied overnight

e) Central Heating Condition

When **you** leave **your holiday home unoccupied we** will not pay for loss or damage directly or indirectly caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes during the period 1st October to 1st April unless:

a. **Your holiday home** has a fully operational thermostatically controlled central heating system;
   i) that is set to maintain a minimum constant temperature for of **10 degrees Celsius** or 50 degrees Fahrenheit;
   ii) throughout the entire **holiday home**, including the loft;
   iii) for 24 hours of each day;
   iv) for which there is an adequate fuel supply to comply with this requirement;
   and the loft hatch, where fitted in **your holiday home** is left open.
   Or

b. All mains water and gas supplies for **your holiday home** are turned off at the mains and water and central heating systems are drained.

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General Conditions (continued)

f) Gas and/or Electricity Supply Condition

When **you** leave the **holiday home unoccupied** it is a condition of this insurance that the gas and/or electricity at the **premises** are turned off at the mains and all electrical appliances at the **premises** are unplugged or disconnected from the supply, other than those needed to maintain the central heating and security systems.

If **you** fail to comply with this condition, this insurance may become invalid in respect of loss of or **damage** caused by fire.

g) Fourteen Day Inspection Condition

It is a condition of this insurance that the **premises** is inspected inside and outside at least every fourteen days when the **holiday home is unoccupied** and a record kept of such inspections.

These inspections must check for **damage** or faults and make sure that:

a) all external doors are secured and all locks put into full and effective use;

b) all external windows are secured and all locks put into full and effective use;

c) any broken windows are boarded up and repaired without delay;

Any **damage** or faults discovered during an inspection must be repaired and/or remedied without delay.

If **you** fail to comply with this condition, this insurance may become invalid in respect of loss of or **damage** caused by:

- Escape of water
- Theft and attempted theft
- The activities of squatters or any person acting maliciously

Conditions that apply when your holiday home has wood/solid fuel heating

h) Wood/Solid Fuel Burning Stove Condition

It is a condition of this insurance that all wood or solid fuel burning appliances at **premises**:

- are installed in accordance with manufacturer's instructions by an approved installer;
- are installed in accordance with current Building Regulations.

Failure to comply with this condition could invalidate **your** insurance.

i) Chimney Condition

It is a condition of this insurance that, all chimneys to solid-fuel stoves, boilers and open fires at the **premises** are kept in a good state of repair, and that they are professionally cleaned annually, before winter and a record kept of such inspections.

If **you** fail to comply with this condition, this insurance may become invalid in respect of loss of or **damage** caused by fire.

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Information you have given us

We have relied on the information **you** have given **us**. **You** must take reasonable care when answering any questions **we** ask by ensuring that all information provided by **you** is accurate and complete.

If **we** establish that **you** negligently provided **us** with false or misleading information, and had **we** known the information from the start of the policy or at the time of its renewal**:**

a. **we** would not have entered into the insurance contract: **we** will treat this insurance contract as if it never existed, decline all claims and return any premium paid**.**

b. **we** would have entered into the insurance contract but on different terms (excluding those terms relating to the premium paid): **we** will treat the insurance contract as if it had been entered into on those different terms**.**

c. **we** would have entered into the insurance contract but would have charged a higher premium (whether or not there are different terms as set out in (b) or not): **we** will reduce proportionately the amount payable on any claim.

d. **we** would have applied different terms and charged a higher premium:
   i) **we** will treat the insurance contract as if it had been entered into on those different terms; and
   ii) reduce proportionately the amount payable on any claim**.**

We or **your broker** will write to **you** if **we:**

- intend to treat this insurance contract as if it never existed, decline all claims and return any premium paid; or
- treat the insurance contract as if it had been entered into on different terms; and/or
- reduce proportionately the amount payable on any claim.

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How to make changes to this insurance

If **you** would like to make changes to **your** insurance please contact **your broker**.

You must tell **your broker** as soon as reasonably possible of any change to **your** circumstances and/or the information **you** and/or **your broker** have previously provided during the **period of insurance** to allow **us** to reassess **your** insurance risk. Changes that should be notified, which apply to all members of **your** household, include (but are not limited to):

- a change of name;
- a change to **your** occupation or the nature of business in which **you** work;
- anyone covered by this policy being convicted of a non-motoring criminal offence or being charged with, but not yet tried for, any non-motoring criminal offences;
- anyone covered by this policy being declared bankrupt (whether in a personal or business capacity), or receiving a Court Judgement;
- any loss of or damage not reported or claimed for under this policy.

Changes to **your holiday home** that should be notified include (but are not limited to):

- a change of address;
- **your holiday home** no longer being in a good state of repair;
- a change to the use of **your holiday home**, including any business use;
- any works being carried out at **your holiday home**;
- if **you** downgrade the security or fire protections at **your holiday home**;
- if **you** stop using the **holiday home** as **your** permanent **holiday home**.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance, require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with 'Important Information – Our right to cancel' on page 9.

If **you** are in any doubt regarding the information being requested of **you**, please contact **your broker**.

REMEMBER - failure to notify **us** of changes then **you** may not receive any payment for a claim, a claim may be reduced, or **you** may lose all right to cover under **your** policy.

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Renewal of this insurance

Your broker will contact **you** before the **period of insurance** ends with full details of **your** next year's premium and policy terms and conditions. If **you** do not want to renew this policy, please contact **your broker** before the renewal date. Occasionally, **we** may not be able to offer to renew this policy. If this happens, **your broker** will contact **you** at least 21 days before the expiry of this policy to allow enough time for **you** to make alternative insurance arrangements.

How to cancel this insurance

During the cooling off period

You may cancel this insurance within 14 working days:

- of buying this insurance; or
- of the day on which **you** receive the insurance documents,

whichever is later, by writing to **your broker**. **We** will provide a full refund of the premium paid unless **you** have made a claim on this insurance. **We** can decide not to refund any premium if **you** have made a claim or there has been an event that could result in a claim being made on this insurance.

After the cooling off period

If **you** cancel this insurance outside the cooling off period, provided **you** have not made a claim, or there has not been an event that could result in a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for the time for which **you** have been covered. If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

Our right to cancel

We may cancel this insurance where there is a valid reason by giving **you** 30 days' notice in writing.
We will only do this for a valid reason. Examples of valid reasons are as follows:

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Failure to comply with **your** duties under 'Important Information – Your Duties' on page 4
- Failure to inform **us** of changes to information provided by **you** on **your** proposal form/statement of fact; and
- Failure to implement changes that have been requested by **us**.

Any refund of premium due to **you** will depend on how long this insurance has been in force. For example, if you have been covered for six months, the deduction for the time **you** have been covered will be half the annual premium.

Important Note

The Consumer Insurance Contract Act 2019 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date, and to keep any premiums paid.

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How to make a claim

We aim to provide a first class claims service. **Your** claim will be handled promptly and with due care and professionalism. **We** will also ensure **you** are kept informed of the progress of **your** claim.

In the event of a claim or possible claim under this insurance please contact **your broker** or the claims handler using the contact details shown in **your schedule**. **You** may appoint **your** own expert / Loss Assessor in the event of claim.

The procedures differ across the Sections of this policy in order to reflect the different types of claim **you** might have and services that **you** may need.

We have set out below how to find what **you** need to know to make a claim or use a service under this policy.

Your duties:

1) **You** must notify **your broker** or the claims handler as soon as reasonably possible giving full details of what has happened. **You** must however provide full details within 30 days of discovery. The contact details for reporting a claim are shown in **your schedule**.
2) **You** must supply any other information **we** may reasonably require, including proof of ownership and value, within 30 days of the request.
3) **You** must inform the police as soon as reasonably possible following malicious acts, violent disorder, riots, civil commotion, theft, attempted theft or loss of property.
4) If a claim for liability is made against **you**, **you** must as soon as reasonably possible forward to **your broker** or the claims handler any letter, claim, writ, summons or other legal document **you** receive.
5) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties, **we** may not pay **your** claim, or any payment may be reduced.

Defending claims

We may:

a) take full responsibility for dealing with, defending or settling any claim in **your** name; and

b) take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Please note that there are also claims conditions that apply to individual Sections of this insurance as detailed below:-

- Conditions that only apply to Section One – Buildings *on page 26*
- Conditions that only apply to Section Two – Contents *on page 31*

Fraudulent Claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under **your** policy, including providing fraudulent information or documentation, **we** will:

i) refuse to pay the claim;

ii) seek to recover any costs already incurred by **us** relating to the fraudulent claim;

iii) have the option to terminate the policy from the date of the fraudulent act; and

iv) keep any premium paid to **us**.

This will not affect separate claims made before the fraudulent act, unless they too were fraudulent.

Claims Condition

All monies which become or may become payable to **you** under this policy will in accordance with section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

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How to make a complaint

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.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **your broker**.

If **you** wish to make a complaint, **you** can do so at any time by referring the matter to **us**. **Our** contact details are:

The Compliance Officer
Arachas Corporate Brokers Ltd t/a Capital Insurance Markets
The Courtyard
Carmanhall Road
Sandyford Business Park
Sandyford
Dublin 18
D18X377
Tel: +353 (1) 406 0300
E-mail: wholesale@capitalim.ie

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

You will also be informed of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further.

You will be provided with an update on the progress of the investigation of **your** complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on **your** complaint will be provided to **you**, in writing, within 40 (forty) business days of the complaint being made.

Once the 40 (forty) business days have passed and the complaint has not been resolved, **you** will be advised of the expected timescale in which the complaint should be resolved.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 40 (forty) business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Post:	Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Ireland
Telephone:	+353 1 567 7000
Email:	info@fspo.ie
Website:	www.fspo.ie

If **you** have purchased **your** contract online **you** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights.

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18/11/2022

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Choice of Law and Jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary, the laws of the Republic of Ireland will apply and the parties submit, at **your** election, to the exclusive jurisdiction of:

a) the courts of the Republic of Ireland; or

b) the courts of England and Wales; or

c) where the dispute relates to indemnity for legal liability or immovable property, or movable and immovable property both adversely affected by the same cause, the courts of the country, crown protectorate or dependency in which the loss of or damage was sustained or the liability incurred;

in accordance with the provisions of European Union ("EU") Regulation (1215/2012/EU).

Language

The language of this policy and any communication throughout the duration of the **period of insurance** will be English.

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Data Protection Notice

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe")
an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

What personal information we process about you

We collect and use relevant information about **you** to provide **you** with the insurance cover or the insurance cover that benefits **you**, and to meet **our** legal obligations and the obligations of others in the insurance chain.

This information includes details such as **your** name, address and contact details and any other information that we collect about **you** in connection with the insurance cover, or the cover from which **you** benefit. This information may include special categories of personal data details such as information about **your** health and any criminal convictions **you** may have.

Why we collect your personal information and the lawful basis for processing

We collect and use **your** personal data to provide **you** with the insurance cover. The legal basis is the contract performance with **you** as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis.

For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child.

Finally, we can also process your personal data for fraud prevention and detection with legitimate interest as the legal basis.

Who we are sharing your personal data with

The way insurance works means that **your** information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

From time to time we may need to share **your** personal information with third parties outside EEA and **we** will always take steps to ensure that any international transfer of information is carefully managed to protect **your** rights and interests:

- **We** will only transfer **your** personal information to countries which are recognised as providing an adequate level of legal protection or where we can be satisfied those alternative arrangements are in place to protect **your** privacy rights.
- Transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances.
- Any requests for information we receive from law enforcement or regulators will be carefully checked before personal information is disclosed.

How long we keep your data

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

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We will securely delete or erase your personal information if there is no valid business reason for retaining your data. In exceptional circumstances, **we** may retain your personal information for longer periods of time if we believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

Other people's details you provide to us
Where **you** provide **us** (or **your** insurance agent or insurance **broker**) with details about other people, **you** must ensure that this data protection notice is provided to them.

Complaints, contacting us and the regulator, and your rights

If **you** wish to know how we use your information or see a copy of our full Privacy policy, please contact us LloydsEurope.DataProtection@lloyds.com or go to the Privacy policy at website https://www.lloydseurope.com where **we** have full details.

You have the following rights in relation to the information we hold about **you**:

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If **you** wish to exercise your rights, **you** need contact the insurance agent or insurance **broker** that arranged **your** insurance at:

The Compliance Officer
Arachas Corporate Brokers Ltd t/a Capital Insurance Markets
The Courtyard, Carmanhall Road, Sandyford Business Park, Sandyford, Dublin 18, D18X377
Tel: +353 (1) 406 0300, **E-mail**: wholesale@capitalim.ie

Munich Re Syndicate Limited
St Helen's Undershaft, London, EC3A 8EE
Tel: +44 (0)20 7886 3900, **Email**: central@mrunderwriting.com

The privacy policy for Munich Re Syndicate Limited can be found at https://www.munichre.com/syndicate457/service/privacy-statement/index.html

You have the right to lodge a complaint with the competent data protection authority, but **we** encourage **you** to contact us before doing so.

Consent

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance **broker** that arranged the contract will ask **you** to obtain your consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance policy, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child.

Member States may provide by law for a lower age for those purposes provided that such lower age is not below 13 years.

You are free to give **us your** consent, however, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

Contact details of the Data Protection Officer

If **you** have any questions relating to data protection that **you** believe we will be able to answer, please contact our Data Protection Officer:

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Data Protection Officer

Lloyds Insurance Company S.A.
Bastion Tower
Place du Champ de Mars 5
1050 Bruxelles
Belgium
Email: LloydsEurope.DataProtection@lloyds.com

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17/03/2023

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Sanctions

This policy will not provide any insurance cover or benefit, and **we** will not pay any sum, if doing so would mean that **we** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **us**.

Tax

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

The stamp duty on this policy has been or will be paid to the Revenue Commissioners in accordance with the provisions of section 113 of the Finance Act 1990 and Section 5 of the Stamp Duties Consolidation Act 1999.

Service of Suit

We agree that all summonses, notices or processes requiring to be served on **us** for the purpose of instituting legal proceedings against **us** in connection with this insurance will be properly served if addressed to **us** and delivered care of Lloyd's Ireland Representative Limited who has authority to accept service on **our** behalf.

By giving this authority to Lloyd's Ireland Representative Limited, **we** do not renounce **our** right to any special delays or periods of time to which **we** are entitled for the service of any such summonses, notices or processes by reason of **our** residence or domicile in Belgium.

Our Regulator

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5/Place du Champs de Mars 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RPR/RPM (Brussels). It is an insurance company authorised (under number 3094) and supervised by the National Bank of Belgium. Its company Reference Number(s) and other details can be found on www.nbb.be.

Website address: www.lloydseurope.com. E-mail: lloydseurope.info@lloyds.com. Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

Arachas Corporate Brokers Limited trading as Arachas, Capital Insurance Markets, Capital IM, Covercentre, Study & Protect, BJP Taxi, ProEx Underwriting is regulated by the Central Bank of Ireland. Registered Office: 9 Eastgate Avenue, Eastgate Business Park, Little Island, Cork, T45 YN92, Republic of Ireland.

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General Exclusions

a) Biological, chemical, radioactive or nuclear contamination

We will not pay for loss, **damage** or additional expense arising from:

i) ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; and
ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

We will not pay for death or injury to any person, any legal liability, loss, **damage** or additional expense caused by or contributed to by biological or chemical contamination due to or arising from:

a) **terrorism**; and
b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.

b) Communicable Disease

We will not pay for loss, **damage**, liability, cost or expense, in any way caused by or resulting from:

a) **communicable disease**;

b) any fear or threat of **communicable disease**; or

c) any action taken to minimise or prevent the impact of **communicable disease**.

c) Cyber Acts and Electronic Data

We will not pay for loss, **damage**, liability or additional expense caused deliberately or accidentally by:

i) Cyber Acts

a) any **computer virus**;
b) the entry of unauthorised computer code into any computer, application, software, or programme;
c) any computer related hoax relating to a) and / or b) above.

The above parts of this exclusion do not apply where loss of or **damage** covered by this insurance occurs as a result of a) or b) above.

ii) Electronic Data

a) the loss of use, functionality of or inability to use any application, software, computer programme or electronic data (such as files, images and digital monies); or
b) the value or cost of restoration or replacement of any application, software, computer programme, or electronic data (such as files, images and digital monies) wherever it is stored.

For the purposes of this endorsement, any application, software, computer programme, or electronic data is not deemed property.

d) Existing, deliberate and indirect damage

We will not pay for loss of or damage:

i) occurring before or arising from an event before the beginning of the **period of insurance**;
ii) caused deliberately by **you** or any person acting on **your** behalf; or
iii) not directly caused by the event that caused **you** to claim unless expressly stated in this insurance.

e) War

We will not pay for any loss, **damage** or liability caused by or happening through war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or **damage** to property by or under the order of any government or public or local authority.

Confidential (C3)

General Exclusions (continued)

f) Pollution

We will not pay for pollution or contamination by naturally occurring or man-made substances, forces or organisms, or any combination of them, whether permanently or transitory and however occurring. This exclusion does not apply to:

i) a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the **period of insurance**; or

ii) oil escaping from a domestic oil installation at the **premises** or any neighbouring property, provided that **we** are advised as soon as reasonably possible following **your** becoming aware or when you ought to have become aware, of the leakage.

Confidential (C3)

Definitions

The following words will have the same meaning wherever they appear in this policy, **schedule** and any **endorsements** attaching to this policy, other than in titles and paragraph headings, unless otherwise shown in a particular policy section. To help **you** identify these words they will appear in **bold** in this policy wording.

Accidental damage	Sudden, unexpected and visible **damage** not caused on purpose. **Accidental damage** does not include: wear and tear; breakdown; or malfunction.
Antiques and works of art	Individual items, collections and sets of particular value due to their age, style, artistic merit or collectability including furniture, paintings, drawings, prints, etchings, manuscripts, photographs, objets d'art, china, glass, porcelain, sculptures inside and outside **your holiday home**, rugs, tapestries, wine, clocks, barometers and all other collectable property owned by **you** or for which **you** are legally responsible and which is not business property.
Bodily Injury	Bodily injury means death, illness, injury or disease
Broker	The person, people or company who arranged this insurance for **you**.
Buildings	The **holiday home**, its' decorations and **tenants' improvements** including • fixtures and fittings attached to the **holiday home** (including radio and television aerials, satellite dishes, their fittings and masts and solar panels attached to the building); • fixed water tanks, apparatus and pipes; • underground service pipes and cables, sewers, drains and septic tanks; • permanently installed lighting, swimming pools, tennis courts, driveways, footpaths, patios and terraces, walls, gates, fences, hedges, fixed fuel tanks.
Business Contents	Computer equipment, printers, office furniture, supplies, telecommunication equipment, stationery, books, records and documents used to conduct business from **your holiday home**, owned by **your** business or for which **your** business is legally responsible.
Communicable disease	Infectious or contagious disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.
Computer virus	Any instruction from an unauthorised source that spreads itself over a computer system or network and corrupts or harms information. This includes but is not limited to, 'trojan horses', 'worms' and 'time or logic bombs'.

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Contents

Household goods and personal property, which belong to **you** or for which **you** are legally responsible.

Contents includes:

- tenants' fixtures and fittings
- **high value items**
- pedal cycles

Contents does not include:

- **personal possessions; money** and **credit cards;** store cards and loyalty cards or **valuables**;
- fridge and freezer contents or **business contents**
- Deeds, bonds, bills of exchange, securities, documents, securities or manuscripts.
- Mobile phones, laptops, tablets, video cameras, pagers and any other portable computer equipment
- any property held for business purposes
- electrically or mechanically powered vehicles including e-bikes and e-scooters (other than domestic garden machinery)
- aircraft or any form of drone;
- boats, boards or other watercraft (other than manually operated rowing boats, punts or canoes, sailboards or dinghies) or their parts and accessories;
- caravans or their accessories;
- trailers, trailer tents or their parts and accessories;
- any part of the **buildings** other than radio and television aerials, satellite dishes, their fittings and masts which are attached to **your holiday home**;
- plants or trees;
- any living creature; or any property insured under any other insurance

Credit cards

Credit, charge, debit, bank, prepaid and cash dispenser cards.

Damage

Physical damage to or destruction of property.

Domestic employee

Any person working for **you** in connection with domestic duties who is:

- employed by **you** under a contract of service; or
- self-employed and working on a labour-only basis under **your** control or supervision.

Endorsement

An agreed change in the terms and conditions of this insurance. These are shown in the **schedule**

Excess

The first part of any claim which **you** must pay. This amount is shown in the **schedule.**

Geographical Limits

The Republic of Ireland

Gold and Silver

Gold and silver and gold and silver plated items.

Heave

Upward and/or lateral movement of the site on which **your buildings** stand caused by the swelling of the ground.

High Value Items

Gold and silver, antiques and works of art, radios, televisions, other audio or visual equipment and computer equipment (other than portable computer equipment), at the **premises** shown in the **schedule**.

Holiday Home

The private dwelling and its domestic outbuildings and garages used as a holiday home only, all at the **premises** shown in the **schedule**.

Confidential (C3)

Definitions (continued)

Landslip	Downward movement of sloping ground.
Money	All of the following: • Current legal tender, cheques, postal and money orders; • Postage stamps not forming part of a stamp collection; • Saving stamps and saving certificates, traveller's cheques; • Premium bonds and gift tokens; • Travel tickets
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.
Personal Possessions	Jewellery, watches, clothing, baggage, photographic, sports and musical equipment and other personal items which are designed to be worn, carried or used, owned by **you** or for which **you** are legally responsible
Premises	The address which is named in the **schedule**.
Schedule	The **schedule** is part of this insurance and contains details of **you**, details of the **premises**, the sums insured, the **period of insurance** and the sections of this insurance and any **endorsements** which apply.
Settlement	The vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the weight of the **buildings**.
Standard construction	Built of brick, stone or concrete and roofed with slates, tiles or concrete.
Subsidence	Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.
Sum Insured	The amount shown on the **schedule** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy document or on the **schedule**.
Tenant's improvements	Alterations and decorations, which have been made by **you** or a previous occupier, that are not insured under any other insurance.
Terrorism	Any act(s) including but not limited to: • the causing, occasioning or threatening of harm of whatever nature and by whatever means; and • putting the public or any section of the public in fear in circumstances in which it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological or similar nature.
Unoccupied	The **holiday home** will be deemed **unoccupied:** • if not resided in overnight by **you** or any other person authorised by **you** or • if either the water or electricity supply is disconnected.
Unfurnished	Without sufficient furniture and furnishings for normal living purposes.
Valuables	Jewellery, watches, other precious metals, gemstones, furs, stamps forming part of a collection, coin and medal collections.
Vermin	Brown or black rats, house or field mice and wasps' or hornets' nests.
We, us or our	Lloyd's Insurance Company S.A
You/Your	The person or people named in the **schedule** as the insured and **your** relatives permanently living with **you**.

Confidential (C3)

Section One – Buildings

This cover is Optional. Please read **your schedule** to see if **you** have insurance cover under this section.

Covering the **holiday home** and **tenant's improvements** as defined in this policy.

What is covered	What is not covered
This insurance covers the **buildings** for loss of or **damage** directly caused by	**We** will not pay for:
1) fire, including related smoke damage, lightning, explosion or earthquake.	
2) storm, flood or weight of snow.	a) **damage** caused by frost; b) **damage** to gates, fences or hedges. c) loss of or **damage** to roofs built with torch-on felt which are more than ten years old or built with other felt over five years old.
3) escape of water or oil from any interior fixed heating or domestic water or oil installation, washing machine, dishwasher, refrigerator or freezer in the **holiday home**.	**damage** caused:- a) while the **holiday home** is **unfurnished** b) by water escaping from a drain which lead to **subsidence**, **heave** and **landslip**; c) by water leaking from shower units and baths through seals and grouting; d) to the part or appliance from which the water or oil leaks; or e) to any fixed water or heating installation resulting from any gradually operating cause.
4) freezing, forcible or violent bursting of any fixed heating or domestic water installation in the **holiday home**.	**damage** caused while the holiday home is **unfurnished**.
5) theft or attempted theft.	**damage** caused: a) by **you** or by any person lawfully in the **holiday home**; b) while the **holiday home** is: i) **unfurnished**; or ii) lent, let or sub-let, unless there is forcible and violent entry or exit.
6) riot, strike, labour or political disturbance or civil commotion.	
7) malicious acts or vandalism.	**damage** caused: a) by **you** or by any person lawfully in the **holiday home**; b) while the **holiday home** is:- i) **unfurnished**; or ii) lent, let or sub-let, unless there is forcible and violent entry or exit.

Confidential (C3)

What is covered	What is not covered
8) **subsidence** or **heave** of the site upon which the **buildings** stand, or **landslip**.	loss of or **damage**: a) to paths, drives, terraces, patios, walls, gates, fences, swimming pools, and tennis courts, unless the walls of the private dwelling are damaged at the same time, by the same cause; b) to solid floors, unless the walls of the private dwelling are damaged at the same time and by the same event; c) if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law; d) due to faulty design, faulty workmanship or faulty materials; e) as a result of the coast or riverbank wearing away; f) caused by **settlement**; or g) resulting from demolition, structural alteration or repair to the **buildings**;
9) collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals.	**damage** caused by domestic pets.
10) falling trees, branches, telegraph and other utility poles and lamp-posts.	**damage**: a) to gates, fences or hedges; b) caused by felling or lopping.
11) falling satellite dishes, receiving aerials and their fittings and masts.	**damage** caused to falling satellite dishes, receiving aerials and their fittings and masts.
12) **accidental damage** of fixed glass, sanitary ware and ceramic hobs fixed to and forming part of the **buildings**.	**damage** caused while the **holiday home** is **unfurnished**
13) **accidental damage** to drains and pipes and **accidental damage** to cables and underground services, septic tanks and drain inspection covers which are used to provide services to or from **your holiday home**, or for which **you** are legally responsible.	a) more than €1,000 in any one **period of insurance** b) **damage** resulting from clearing or attempting to clear a blockage; c) **damage** resulting from wear and tear or any gradually operating cause; d) **damage** caused by or from faulty design, faulty workmanship or faulty materials.

Confidential (C3)

This Section of the insurance also covers	We will not pay
A) Alternative Accommodation and Rent Up to 15% of the **buildings sum insured** for: a) loss of rent payable to **you** and ground rent payable to **you** which you cannot recover; b) the reasonable costs of similar necessary accommodation for **you** and **your** domestic pets; c) the reasonable cost of temporary storage of furniture if it is not possible to live in the **holiday home** as the result of **damage** covered by this section.	for any costs incurred without **our** permission;
B) Additional Costs and Expenses a) architects, surveyors and other professional fees; b) clearing debris, demolition, shoring or propping up; or c) complying with government or local authority requirements, necessary as a result of **damage** covered by this section. Provided the **damage** is covered under this policy and **you** obtain **our** agreement before incurring these additional costs.	a) for fees incurred for preparing any claim under this policy; b) for fees and costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if **you** were made aware of the need to meet them before the **damage** happened; c) for fees or related costs applying to any undamaged part(s) of **your building**. d) for costs incurred without **our** permission
C) Selling Your Holiday home Anyone buying **your holiday home** will have the benefit of the protection provided under Section One between exchange of contracts and when the sale is complete.	if the **buildings** are insured under any other insurance.
D) Blockage of Sewer Pipes The cost of breaking into and repairing the pipe between the main sewer and the **holiday home** following the blockage of the pipe.	more than €2,000 in any one **period of insurance.**
E) Trace and Access The cost of finding the source of any water or oil which has escaped from any fixed tanks, apparatus, pipes or any fixed domestic heating installation within the **holiday home** for which **you** are legally responsible.	more than €1,000 in total during the **period of insurance**.

Confidential (C3)

This Section of the insurance also covers	We will not pay
F) Fire Brigade Charges Expenses **you** have to pay in respect of fire brigade charges which **you** are liable to pay following attendance by the fire brigade at the **premises** shown in the **schedule**, following loss of or **damage** to the **buildings** which is covered under Section One.	more than €2,000 in total during the **period of insurance** if **you** claim under Sections One and Two.

Accidental damage (Section One - Buildings optional additional cover)

This cover is optional. Please read **your schedule** to see if you have insurance cover under this section.

What is covered	What is not covered
We will pay for:	**We** will not pay for:
Accidental damage to **buildings**.	a) the cost of maintenance. b) **damage** specifically excluded elsewhere in Section One. c) **damage** caused while the **holiday home** is lent, let or sub-let or accommodating paying guests, unless you have notified **us** and this insurance has been extended to cover this use. d) **damage** caused by wear and tear, domestic pets, insects, **vermin**, rot, fungus, atmospheric or climatic conditions or any gradually operating cause. e) **damage** caused by faulty workmanship, faulty design or faulty materials. f) **damage** caused by **settlement** or shrinkage of the **buildings**. g) **damage** caused while the **holiday home** is **unfurnished**. h) **damage** to swimming pools, tennis courts, drives, patios, terraces, walls, gates, fences and fuel tanks**.**

Confidential (C3)

Conditions that only apply to Section One – Buildings

How we settle claims for damage to buildings

Provided that, at the time of **damage** the **buildings** are in a good state of repair, **we** will, at **our** option, pay for the cost of work carried out to repair or replace the damaged parts of **your buildings** and agreed fees and related costs.

The replacement cost is the cost of rebuilding the **buildings** at the same location in the same size, style and design and with the same quality of materials and workmanship, including **additional costs and expenses**

We will not pay any contribution for reduction in market value of the **buildings** resulting from repair or replacement of damaged parts.

If the **buildings** are not in good repair, or if repair or replacement is not carried out, **we** will, at **our** option, pay either

1) the cost of repair or replacement less a reduction for wear and depreciation but only up to what it would have cost to rebuild or repair if such work had been carried out without delay; or
2) for the reduction in market value caused by the **damage**.

Matching items

We will not pay for the cost of replacing any undamaged item, or parts of items, forming part of a set, suite or which have a common design or use (such as a bathroom suite or fitted kitchen units) when **damage** occurs within a clearly identifiable area or to a specific part.

Underinsurance

If the **sum insured** is less than the full rebuild or replacement cost of **your** property, **we** will only pay the same proportion of the **damage** as the **sum insured** bears to the full rebuild or replacement cost of **your** property.

For example, if the **sum insured** represents only half of the full rebuild or replacement cost of **your** property, **we** will only pay for one half of the amount lost or damaged.

The **sum insured** will not be reduced following payment of a claim.

Salvage

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

Abandonment

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

Limitation that applies to Section One – Buildings

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

Confidential (C3)

Section Two – Contents

This cover is optional. Please read **your schedule** to see if **you** have insurance cover under this section.

Covering the **contents** of **your holiday home** as defined in this policy.

What is covered	What is not covered
This insurance covers the **contents** for loss of or **damage** caused by:	**We** will not pay for:
1) fire, including smoke related **damage**, lightning, explosion or earthquake.	
2) storm, flood or weight of snow.	a) **damage** caused by frost; b) **damage** to gates, fences or hedges. c) **damage** caused by roofs built with torch-on felt which are more than ten years old or built with other felt over five years old.
3) escape of water or oil from any interior fixed heating or domestic water or oil installation, washing machine, dishwasher, refrigerator or freezer in the **holiday home**.	**damage** caused:- a) while the **holiday home** is **unfurnished** b) by water escaping from a drain which leads to **subsidence**, **heave** and **landslip**; c) by water leaking from shower units and baths through seals and grouting; d) to the part or appliance from which the water or oil leaks; or e) to any fixed water of heating installation resulting from any gradually operating cause.
4) freezing, forcible or violent bursting of any fixed heating or domestic water installation in the **holiday home**.	**damage** caused while the holiday home is **unfurnished**.
5) theft or attempted theft.	**damage** caused : a) by **you** or by any person lawfully in the **holiday home**; b) while the **holiday home** is:- i) **unfurnished**; or ii) lent, let or sub-let, unless there is forcible and violent entry or exit.
6) riot, strike, labour or political disturbance or civil commotion.	
7) malicious acts or vandalism.	**damage** caused : a) by **you** or by any person lawfully in the **holiday home**; b) while the **holiday home** is:- i) **unfurnished**; or ii) lent, let or sub-let, unless there is forcible and violent entry or exit.

What is covered	What is not covered
8) collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals.	**damage** caused by domestic pets.
9) **subsidence** or **heave** of the site upon which the **buildings** stand, or **landslip**.	loss of or **damage**: a) to paths, drives, terraces, patios, walls, gates, fences, swimming pools, and tennis courts, unless the walls of the private dwelling are damaged at the same time, by the same cause; b) to solid floors, unless the walls of private dwelling are damaged at the same time and by the same event; c) if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law; d) due to faulty design, faulty workmanship or faulty materials; e) as a result of the coast or riverbank wearing away; f) caused by **settlement**; or g) resulting from demolition, structural alteration or repair to the **buildings**;
10) falling trees, branches, telegraph and other utility poles and lamp-posts.	**damage**: a) to gates, fences or hedges; b) caused by felling or lopping.
11) falling satellite dishes, receiving aerials and their fittings and masts.	
12) **accidental damage** to fixed glass, double glazing, sanitary ware forming part of the **buildings** which **you** are legally responsible for as a tenant and do not have other insurance for.	**damage** caused while the **holiday home** is **unfurnished**.
13) **accidental damage** to television, satellite, audio, video entertainment equipment and computer equipment in the **holiday home** and satellite dishes, closed circuit television cameras, receiving aerials and their fittings and masts permanently fixed to the **holiday home**, for which **you** are legally responsible.	a) more than €2,500 in any one **period of insurance**. b) **damage** specifically excluded elsewhere in this Section; c) **damage** caused to computer software, games, recording tapes, discs or records; d) **damage** caused by wear and tear, domestic pets, insects, **vermin**, rot, fungus, atmospheric or climatic conditions or any gradually operating cause; e) **damage** caused by faulty workmanship, faulty design or faulty materials; f) mechanical or electrical defect or breakdown; dyeing, cleaning, repair, restoration or use contrary to maker's instructions; g) **damage** caused while the **holiday home** is **unfurnished**.

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This Section of the insurance also covers	We will not pay for
A) Alternative Accommodation and Rent Up to 15% of the **contents sum insured** for a) rent payable to **you**; or b) the reasonable costs of similar necessary accommodation for **you** and **your** domestic pets, if it is not possible to live in the **holiday home** as the result of **damage** insured by this Section	for any costs incurred without **our** permission.
B) Replacement Locks Costs **you** have to pay for replacing locks to safes, alarms, outside doors and windows in **your holiday home** following theft or loss of keys.	more than €750 in total during the **period of insurance**
C) Metered Water Up to €1,000 in total during the **period of insurance** for loss of metered water following **accidental damage** to fixed domestic water or heating installations in or on the **holiday home**.	a) for **damage** caused while the **holiday home** is **unfurnished**. b) more than €1,000 in total during the **period of insurance**.
D) Domestic Heating Oil Up to €1,000 in total during the **period of insurance** for loss of domestic heating oil following **accidental damage** to fixed domestic water or heating installations in or on the **holiday home**.	a) for **damage** caused while the **holiday home** is **unfurnished**. b) more than €1,000 in total during the **period of insurance**.
E) Fire Brigade Charges Expenses **you** have to pay in respect of fire brigade charges which **you** are liable to pay following attendance by the fire brigade at the **premises** shown in the schedule, following loss of or **damage** to the **contents** which is covered under Section Two.	more than €2,000 in total during **the period of insurance** if you claim under Sections One and Two.
F) Contents outside of the **holiday home** within the **premises**, caused by any of events 1 to 13 under Section Two.	a) more than €750 in total during the **period of insurance** b) **damage** caused by storm, flood or weight of snow c) **damage** to any plant shrub or tree; d) **damage** specifically excluded elsewhere in this Section.

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What is covered	What is not covered
G) Pedal cycles The cost of repairing or replacing **your** pedal cycles following theft or attempted theft or **accidental damage** whilst anywhere within the **geographical limits**.	a) loss of or **damage** to tyres, lamps, or accessories, unless the pedal cycle is stolen or damaged at the same time and by the same event; b) loss of or **damage** due to wear and tear or any gradually operating cause; c) **damage** from mechanical or electrical faults or breakdown; d) loss of or **damage** to the pedal cycle while it is used for racing or pacemaking, is let out on hire or is used other than for private purposes; e) a stolen pedal cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft; f) more than €250 per pedal cycle up to a total of €500.

Accidental damage (Section Two – Contents optional additional cover)

This cover is optional. Please read **your schedule** to see if you have insurance cover under this section.

What is covered	What is not covered
We will pay for:	**We** will not pay for:
Accidental damage to **contents** in the **holiday home**	a) **contents** lost in the **holiday home** b) **damage** specifically excluded elsewhere in Section Two; c) **damage** caused while the **holiday home** is lent, let or sub-let or accommodating paying guests, unless you have notified **us** and this insurance has been extended to cover this use. d) **damage** caused while the **holiday home** is **unfurnished**; e) **damage** caused to food, drink, clothing, or pedal cycles. f) cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles**.** g) **damage** caused by: i) wear and tear, domestic pets, insects, **vermin**, rot, fungus, atmospheric or climatic conditions or any gradually operating cause; ii) mechanical or electrical defect or breakdown; iii) dyeing, cleaning, repair, restoration or use contrary to maker's instructions; iv) faulty workmanship, faulty design or faulty materials; or v) demolition, structural alteration or structural repair of the **buildings**;

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Conditions that only apply to Section Two – Contents

How we deal with your claim

1) If **you** claim for **damage** to the **contents**, **we** will decide whether to repair, replace or pay for any item covered under Section Two.

2) **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 of or **damage**.

3) For total loss or destruction of any item **we** will pay **you** the cost of replacing the item as new, so long as:
a) the new item is as close as possible to, but not an improvement on, the original item when it was new; and
b) **you** have paid or **we** have authorised the cost of replacement.

Matching items

We will not pay for the cost of replacing any undamaged item, or parts of items, forming part of a set, suite or which have a common design or use (such as a bathroom suite or fitted kitchen units) when **damage** occurs within a clearly identifiable area or to a specific part.

Underinsurance

If the **sum insured** is less than the full replacement cost **we** will only pay the same proportion of the **damage** as the **sum insured** bears to the full replacement cost.

For example, if the **sum insured** represents only half of the full replacement cost, **we** will only pay for one half of the amount lost or damaged.

Salvage

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

Abandonment

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

Limitations that apply to Sections Two – Contents

1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions d) **Excess**.

2) **We** will not pay more than the **sums insured** shown on **your schedule**.

3) Unless specified on **your schedule**, the maximum amount payable by **us** for any one claim for the property mentioned below is the amount stated against it:

		Sum Insured
a)	Total of **high value items**	Up to one third of the **contents** sum insured
b)	Any one item, pair or set of **contents**	€2,500
c)	Satellite dishes and receiving aerials and their fittings and masts contained in, or fixed to the **holiday home** or within the boundaries of the **premises**, for which **you** are legally responsible	€2,500
d)	Domestic garden machinery	€1,000
e)	**Contents** in outbuildings and garages	€2,000
f)	Pedal cycles	€ 250 per pedal cycle € 500 in total

Confidential (C3)

Section Three – Accidents to Domestic Employee

This section will apply automatically provided **you** have selected Section Two - Contents.

What is covered	What is not covered
We will pay:	**We** will not pay:
for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** at the **premises** to **your domestic employee** employed in connection with the **premises** shown in the **schedule.**	a) for **bodily injury** arising directly or indirectly i) by any motorised or horse-drawn vehicle other than: a. domestic garden equipment whilst being used within the **premises**; and b. pedestrian-controlled garden equipment, or items designed for a child's use. ii) from any vehicle used for racing, pacemaking or speed testing b) for **bodily injury** (including death or disease) directly or indirectly caused by any **communicable disease**; c) for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.

Limitation that only applies to Section Three – Accidents to Domestic Employee

We will not pay more than €2,600,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed to in writing.

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Section Four – Legal Liability to the Public

Standard cover and will automatically be shown in **your schedule**.

What is covered	What is not covered
Part A) **We** will pay **you**: as owner or occupier for any amounts **you** become legally liable to pay as damages for: a) **bodily injury**; or b) **damage** to property, caused by an accident happening at the **premises** during the **period of insurance**;	**We** will not pay for any liability: a) for **bodily injury** to; i. **you**; or ii. any person who at the time of sustaining such injury is engaged in **your** service; b) for **bodily injury** (including death or disease) directly or indirectly caused by any **communicable disease**; c) for **damage** to property owned by or in the charge or control of: i. **you**; or ii. any person engaged in **your** service; d) arising directly or indirectly out of any profession, occupation, business or employment, other than the letting of your **holiday home**; e) which **you** have assumed under contract and which would not otherwise have attached; f) arising out of any criminal acts; g) arising out of **your** ownership, possession or use of: i. any motorised vehicle, other than domestic garden equipment used within the **premises**, unless **you** are using the domestic gardening equipment in a situation where compulsory insurance must be arranged under the Road Traffic Act or similar legislation; ii. any e-bike or e-scooter; iii. any trailer caravan or vehicle trailers, whether attached or not to a vehicle in a situation where compulsory insurance must be arranged under the Road Traffic Act or similar legislation; iv. any aircraft (including all forms of drones) or watercraft v. any animal other than cats, horses or dogs which are not designated as 'dangerous' under the Control of Dogs Act 1986 or similar legislation;

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Section Four – Legal Liability to the Public

What is covered	What is not covered
	h) for any kind of pollution and/or contamination other than: i. 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**; and ii. reported to **us** not later than 30 days from the end of the **period of insurance**, in which case all pollution or contamination arising out of the accident will be deemed to have happened at the time of the accident; i) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**; j) if **you** are entitled to payment under any other insurance, including but not limited to any house or travel insurance, until such insurance is exhausted; k) arising out of any goods or products designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by **you**; m) for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.

Limitations that only apply to Section Four - Legal Liability to the Public

We will not pay:

a) in respect of pollution or contamination, more than €2,600,000 in all during the **period of insurance**; or

b) in respect of other liability covered under Section Four, more than €2,600,000 during the **period of insurance** 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.

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