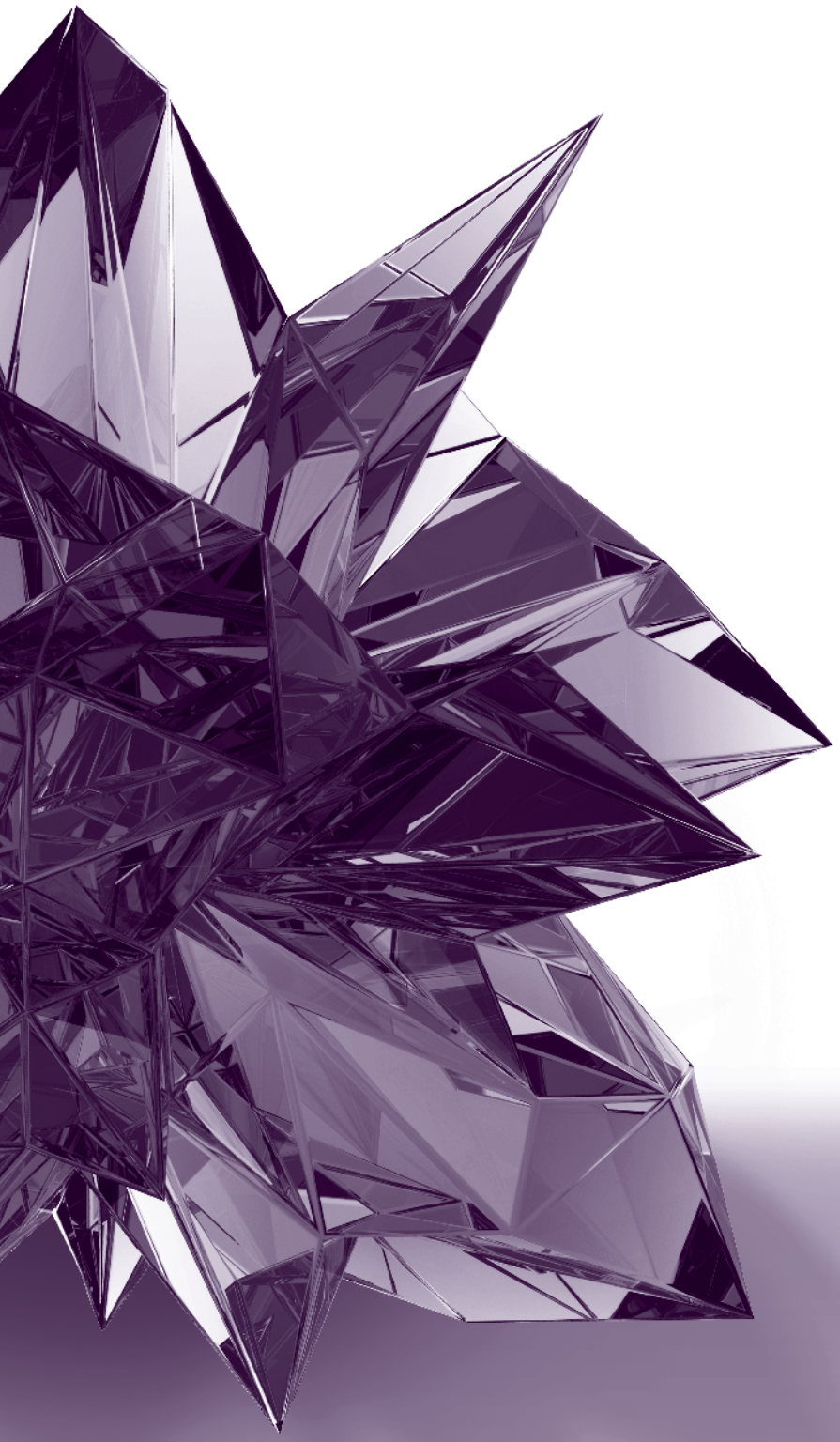
AMETHYST
ORIGINAL



All Risks Mid Net Worth
Home Insurance Policy

Republic of Ireland - 2025

Provided by

Plum
UNDERWRITING

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AMETHYST
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Welcome

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

We are a specialist home insurance provider, established in 2002. **We** offer **our** products to **our** broker partners in the UK and Ireland and have built a strong reputation based on **our** excellent customer service and underwriting appetite.

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

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

Your Policy

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

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

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

The **policy** sections are:

1. **Your Buildings**
2. **Your Contents** inc. **Fine Art, Antiques** & **Valuables**
3. **Your** Legal Liability to the Public
4. **Your** Legal Liability to **your Domestic Employees**
5. Legal Expenses & Identity Theft

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

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

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

Renewal of Your Policy

We will write to **you** via **your broker or insurance intermediary** before the end of the **period of insurance** to either:

(i) Offer **you** cover for the **next period of insurance** (a renewal).
(ii) Confirm that cover will cease at the end of the current **period of insurance** (a lapse).

Please note that **your policy** will not renew unless **we** receive instructions from **you** via **your broker or insurance intermediary** on or before the expiry date of the **period of insurance** (renewal date). If **we** do not receive instructions to renew then **your** cover will cease from the expiry date shown in **your policy** schedule and **you** will have no cover from that date. It is **your** responsibility to ensure that **you** have arranged replacement cover to ensure that there are no breaks in cover.

Should **you** have any queries with **your** renewal quotation, or **you** wish to renew cover please speak to **your broker or insurance intermediary**.

Information You Have Given Us

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

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

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

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

(i) treat this **policy** as if it had never existed, refuse to pay all claims and return the premium **you** have paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;

(ii) treat this **policy** as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;

(iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

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

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

(1) give **you** thirty (30) days' notice that **we** are terminating this **policy**; or

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

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

Change in Circumstances

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

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

Cooling Off and Cancellation

Cooling-Off Period

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

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

1) the start of the **period of insurance** treating this **policy** as if it had never existed. **We** will refund any premium **you** have paid, provided that **you** have not made a claim, or

2) the date **you** have requested cancellation provided the date is within the 'Cooling-Off Period'. Any refund will be on a proportional basis providing the **period of insurance** has been claim free. If **you** have made a claim, **you** will not be eligible for a refund.

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

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

Cancellation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Policy Fees

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

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

Customer Service & Complaints Procedure

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

Customer Complaints Procedure

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

Authorisation, Regulation & Compensation

Plum Underwriting

Crotty Insurance Brokers Ltd, a private company limited by shares, 6 Leopardstown Office Park, Burton Hall Avenue, Sandyford, Dublin 18, Ireland (Registration Number: 217756), trading as Plum Underwriting is regulated by the Central Bank of Ireland (Register number C4721)

Crotty Insurance Brokers Limited trading as Plum Underwriting, Registered Office 6 Leopardstown Office Park, Burton Hall Avenue, Sandyford, Dublin 18, Ireland (Registration Number: 217756) is regulated by the Central Bank of Ireland (Register number C4721) and authorised and subject to limited regulation by the UK Financial Conduct Authority.

Crotty Insurance Brokers Ltd is a subsidiary of Brown & Brown (Europe) Limited.

Your Insurers

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

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

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

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

Insurance Compensation Schemes

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

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

Subscribing Insurers' Several Liability

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

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

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

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

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

Laws Applying

Choice of Law and Jurisdiction

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

Use of Personal Data

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

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

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

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

Plum Underwriting, Data Protection Officer, 40 Mespil Road, Dublin 4, D04 C2N4.

Insurance Act 1936

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

Stamp Duties Consolidation Act 1999

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

Government Charges

The First Premium herein includes any such charges.

Currency

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

How to Make a Claim

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

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

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

Emergency repairs

If emergency repairs are required to prevent further damage **you** should arrange for them to be completed as soon as practically possible.

Definitions - Words with Special Meanings

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

Accidental Damage

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

Act of Terrorism

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

Bank Cards

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

Bodily Injury

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

Buildings

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

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

Buildings do not include land or water.

Building Works

Any building work (structural and non-structural) over €30,000 (inclusive of VAT) in total.

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

Computer Viruses

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

Contents

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

This definition includes **fine art and antiques**, **valuables**, **home business contents** and **tenant's/ leaseholder's fixtures and fittings**.

Contents do not include:

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

Domestic Employee(s)

Any person employed by **you** under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.

Electrically Assisted Pedal Cycles (EAPC)

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

It must show either:

- the power output
- the manufacturer of the motor

It must also show either:

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

Its electric motor:

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

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

Endorsement(s)

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

Excess

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

Fine Art and Antiques

Individual items, collections and sets which are of artistic merit, historical value, novel, rare and/or unique including:

- antique and designer-made furniture, paintings, drawings, etchings, prints, photographs, tapestries, carpets, rugs, books and manuscripts
- sculptures, ornaments, porcelain and glass
- clocks, barometers, mechanical art and objects d'art
- stamp, coin and medal collections, wines, memorabilia and other collectables such as models and dolls all belonging to **you** or for which **you** are legally responsible

Fine art and antiques do not include **valuables**.

Flood

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

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

whether resulting from **storm** or otherwise.

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

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

Heave

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

Home

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

Home Business

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

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

Home Business Contents

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

Landslip

Downward movement of sloping ground.

Money

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

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

Outbuildings

Additional buildings set apart from the **home** and at the same address, including detached garages but not greenhouses or sheds.

Period of Insurance

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

Plum Underwriting

Crotty Insurance Brokers Ltd trading as Plum Underwriting.

Policy

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

Premises

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

Rebuilding Expenses

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

Schedule

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

Settlement

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

Storm

A period of violent weather which may incorporate:

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

Students and Boarders Possessions

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

Subsidence

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

Sum(s) Insured

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

Swimming Pools

Swimming pools which are permanently installed.

Tenant's/Leaseholder's Fixtures and Fittings

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

Unoccupied

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

Valuables

Precious metals, gemstones, jewellery, watches, furs and guns which belong to **you**. Precious metals means gold, silver and platinum, including gold and silver plate but NOT jewellery and/or watches.

Watercraft

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

We/Us/Our/Insurer(s)

Insurers as named on **your schedule.**

You/Your

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

Your Broker or Insurance Intermediary

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

General Conditions

The following general conditions apply to sections 1 to 4 of this **policy** unless otherwise stated below. Additional conditions are shown in the sections to which they apply.

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

1. Multiple Premises

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

2. Safeguarding your Property

You must take all steps to:

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

3. Index Linking

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

For **your** protection, if either index falls below zero **we** will not reduce the **sum(s) insured**. At renewal **your** premium will be calculated on the adjusted **sum(s) insured**.

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

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

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

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

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

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

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

6. Other Insurance (applies to all sections of this policy)

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 over which would have been covered under such other insurance had this insurance not been effected.

This condition does not apply to Fatal Injury (Section 1 – Your Buildings – Special Extension 13 OR Section 2 – Your Contents including Fine Art, Antiques and Valuables – Special Extension 7).

7. Sums Insured

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

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

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

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

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

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

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

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

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

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

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

9. No Claim Discount

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

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

10. Chimney Maintenance

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

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

General Exclusions

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

What is not covered:

1. Any loss or damage:
   - that is not associated with the incident that caused **you** to claim.
   - that commenced before cover starts.
   - caused by wilful acts by **you** or where any member of **your** family or household is concerned as principal or accessory or any of **your** employees.
   - or liability caused by deception other than by any person using deception to gain entry to **your home**.
   - caused by or resulting from the **premises** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority.
   - caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure.
   - for loss or damage due to the failure or lack of grouting or sealant.

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

- Damp formed over a period of time.
- Blocked or poorly maintained guttering.
- Failure of a flat roof due to age.
- Worn out carpets.

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

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

2. Any loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature caused by or contributed to or by or arising from:
   a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
   b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
3. Any loss, damage, expense, or legal liability caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. Any loss or destruction of or damage to any property, or any loss or expenses resulting or arising from, or any legal liability caused by or contributed to by or arising from the failure of any equipment to correctly recognise the date or change of date.
5. Any loss or damage or liability occasioned by, happening through or resulting from:
   - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
   - confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
6. Any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from:
   a) any legal liability of whatsoever nature; or
   b) death or injury to any person,

   caused by or contributed to, by or arising from biological or chemical contamination due to or arising from:
   - an **act of terrorism**; and/or
   - steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived **act of terrorism**.

7. Any loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
8. Any benefit under this **policy** to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.
9. Loss or damage caused by or resulting from the presence of mica, pyrite or iron pyrite within the **buildings**.
10. Any claim under this policy unless **you** transact **your** Republic of Ireland insurance business for this **policy** through an Irish bank account in Euros for the payment of premium from and the payment of claims to **you**.
11. **We** will not pay any claim for loss, damage, liability, cost or expense caused deliberately or accidentally by:
    i. the use of or inability to use any application, software, or programme;
    ii. any **computer virus**;
    iii. any computer related hoax relating to i and/or ii above.
12. **We** will not pay any claim for loss of or damage to any electronic data (for example files or images) wherever it is stored.
13. This insurance **policy** does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:
    a) infectious or contagious disease;
    b) any fear or threat of a) above; or
    c) any action taken to minimise or prevent the impact of a) above.

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

Building Works

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

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

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

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

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

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

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

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

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

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

Building Works Exclusions

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

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

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

Building Works Conditions

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

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

1. Heat Application Condition

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

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

2. Asphalt, Bitumen and Tar Heaters Condition

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

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

Claims Conditions

The following claims conditions apply to sections 1 to 4 of this **policy**. Additional claims conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this may affect the settlement of any claim under sections 1 to 4 of this **policy**.

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

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

a) Notifying us of a Claim

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

b) Circumstances of the Claim

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

c) Liability Claims

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

d) Notifying the Gardai or Other Relevant Authorities

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

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

e) Our Representatives

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

f) Other Information and Assistance

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

g) Your Authority

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

h) Your Duty of Care

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

i) Evidence & Value

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

j) Your Property

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

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

2. How we deal with your claim

a) Payment of Claims

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

b) Defence of Claims

We have the right to:

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

c) Joint Insureds

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

d) Disputes

If any difference shall arise as to the amounts to be paid under this **policy** (liability being otherwise admitted) such difference shall be referred within 12 months of the dispute arising to the arbitrator who will be jointly appointed in agreement or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland. If the dispute has not been referred to arbitration within the aforesaid 12 month period then the claim shall be deemed to have been abandoned and recoverable thereafter.

e) Excess

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

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

Section 1 - Your Buildings

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

1. What is covered

We will insure **you** for physical loss or damage to the **buildings** occurring during the **period of insurance.**

2. How much we will pay

The full cost of repair, replacement or rebuilding of insured loss or damage (including **rebuilding expenses**) up to the **sum insured** shown on **your schedule** subject to the work being carried out. The basis of settlement is at **our** sole discretion. **We** will not provide any contribution, allowance or consideration for the cost of extending, improving or refurbishing any part of the **buildings**.

We will not pay any costs which **we** have not agreed in writing, any expenses for preparing a claim or an estimate of loss or damage.

The most **we** will pay is the **buildings sum insured** shown on **your schedule** less the **excess** shown on **your schedule**.

3. Special Extensions

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

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

We will pay for:	**We** will not pay for:
1. Alterations to the **Home**	
The cost of alterations to the **home** made necessary due to an identifiable physical injury to **you** caused by a sudden and unforeseen accident during the **period of insurance**.	a) more than €15,000 in any one **period of insurance.** b) alterations to the **home** following accidents to **domestic employees**.
2. Alternative Accommodation	
The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under Section 1.	a) more than 24 months. b) any costs recoverable elsewhere. c) any costs incurred before **we** provided **our** agreement to pay. d) any alternative accommodation payable after the property is reinstated and ready for habitation. e) any alternative accommodation at the same time as paying the loss of rent. f) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.

We will pay for:	**We** will not pay for:
3. Loss of Rent The rent **you** would have received but are unable to recover while the **home** cannot be lived in following loss or damage which is covered under Section 1.	a) more than 24 months. b) any loss of rent payable after the property is reinstated and ready for habitation. c) any costs recoverable elsewhere. d) any costs incurred before **we** provided **our** agreement to pay. e) any loss of rent at the same time as paying the cost of alternative accommodation.
4. Denial of Access The cost of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets and horses, if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.	a) more than €5,000 in any one **period of insurance.** b) more than 30 days from the date when access is first denied. c) any costs recoverable elsewhere. d) any costs incurred before **we** provided **our** agreement to pay. e) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.
5. Garden, Plants & Shrubs Damage to **your** garden caused by fire, lightning, explosion, impact by any aircraft or other aerial devices, impact by rail or road vehicles, anything dropped from an aircraft, theft, vandalism and malicious damage.	a) more than 5% of **your buildings sum insured** or €25,000 whichever is the lower amount for any one claim. b) more than €1,000 for any one plant, tree or shrub. c) any costs relating to any undamaged part of the garden. d) for any plants grown on a commercial basis.
6. Trace and Access The costs incurred to find the source of escape of: a) water, oil or gas (including LPG) from any domestic water or heating installation within the **home** including subsequent repairs to walls, floors and ceilings b) water from underground service pipes, cables, sewers and drains for which **you** are legally responsible outside the **home** but at the address shown on **your schedule.**	a) more than €15,000 in any one **period of insurance**. b) costs incurred if the escape of water, oil or gas (including LPG) commenced before cover starts.

We will pay for:	**We** will not pay for:
7. Sale of **Your Premises** Anyone buying the **premises** will be entitled to the benefit of Section 1 for the period from exchange of contracts until completion of the sale or expiry of the insurance whichever is the sooner.	a) if the **buildings** are more specifically insured under any other insurance b) any claim under any other Special Extensions of this **policy**.
8. Fixtures & Fittings Loss or damage to fixtures and fittings that would normally form part of **your buildings** whilst temporarily removed from **your home** to another building within the Republic of Ireland.	a) more than 10% of **your buildings sum insured** for any one claim.
9. Extended Replacement **We** will, where **you** have provided **us** with a full independent professional valuation which **we** have accepted and which is no more than five years old, pay up to 125% of the index-linked **sum insured** for restoring, repairing or rebuilding damage to the insured **buildings** provided that such work is carried out and only if **you**: a) have notified **us** of any additions, alterations and improvements to the **buildings** b) have amended the **sum insured** to adequately reflect such work c) pay any resultant additional premium **we** require.	a) this extension if **your buildings** are Listed or Protected Structures b) tenants improvements to the **buildings**.
10. Replacement Locks Costs **you** have to pay for replacing and installing locks and keys to safes, alarms, external doors and windows of the **home** following: a) theft or loss of **your** keys; or b) where there is evidence that such keys have been copied by an unauthorised person The **excess** for this special extension is €50.	
11. New Fixtures & Fittings/Building Materials Fixtures and fittings including appliances inside the **home** purchased by **you** for or in the course of installation. Fixed and unfixed building materials and supplies within the boundaries of **your premises** purchased by **you** for use in construction, redecoration, maintenance, repair or alteration of **your home.** And subject to **you** notifying **us** and paying such additional premium as **we** advise at the time.	a) fixtures and fittings left in the open. b) more than €10,000 any one claim

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

We will pay for:	**We** will not pay for:
19. Unauthorised Use of Electricity Gas or Water The costs of metered electricity, gas (including LPG) or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **home** without **your** consent.	a) more than €5,000 any one claim. b) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had be made aware of the unauthorised use.
20. Fire Brigade Charges Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** in circumstances which have given rise to a valid claim under this **policy**.	a) more than €5,000 any one claim.
21. Security Expenses Costs incurred by **you** to: a) refill fire extinguisher appliances b) replace used sprinkler heads c) reset fire, intruder alarms and closed circuit television equipment following loss or damage which is covered under Section 1 – Your Buildings.	a) more than €5,000 any one claim.
22. Removal of Nests Costs incurred by **you** to remove bees, wasps and hornets nests from the **premises**.	a) more than €5,000 any one claim.

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

Section 1 - Your Buildings - Exclusions

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

What is not covered

1. The **excess** shown on **your schedule**.
2. Loss or damage caused by:
   - contamination or pollution of any kind
   - storm, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours, hedges within the boundaries of the **home**
   - the process of dyeing, repair or renovation or whilst being worked on
   - rusting, corrosion, gradual or general deterioration or anything that happens gradually
   - termites, woodworm, or wood boring insects, invertebrate, molluscs', moths, insects, vermin, wet or dry rot, damp, mould, fungus, infestation or contamination caused by atmospheric or temperature changes
   - chewing, scratching, tearing, fouling, urinating and vomiting by **your** pets
   - frost damage, frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the **home** is continuously heated throughout for the months of October to April
   - water suddenly leaking from **swimming pools**
   - escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**
   - escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement
   - theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**

3. The cost of routine maintenance and decoration.
4. Loss of value following repair, replacement or reinstatement.
5. Loss or damage to **buildings** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
   - to **swimming pools**, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time
   - caused by **settlement**
   - caused by riverbank or coastal erosion
   - arising from defective materials or faulty workmanship
   - arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time

5. More than 50% of the cost of replacing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function but no more than the **buildings sum insured** shown on **your schedule**.

Section 2 - Your Contents inc. Fine Art, Antiques & Valuables

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

1. What is covered

We will insure **you** for physical loss or damage to **your contents**, **fine art and antiques**, and **valuables** occurring during the **period of insurance**.

Cover applies while the **contents**, **fine art and antiques**, and **valuables** are at the address shown on **your schedule** and while temporarily removed from the address elsewhere in the world.

2. How much we will pay

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

To replace any item, pair or set but no more than the current cost as new or the market value at the time of loss for **fine art and antiques**, and **valuables**.

For partial losses, **we** will pay for the cost of restoration or repair but no more than the **sum insured** shown on **your schedule** or up to any other limit shown below under specific limits and special extensions in all.

Less the **excess** shown on **your schedule**.

3. Special Limits

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

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

Fine Art and Antiques	€15,000 for any one item unless a higher amount is shown on **your schedule.**
Valuables	€5,000 for any one item unless a higher amount is shown on **your schedule**.
Total **Valuables**	€5,000 in total unless a higher amount is shown on **your schedule**.
Contents in **Outbuildings**, Sheds and Green Houses	Up to €20,000.
Contents Outside of but in the Boundaries of **Your Home**	Up to €10,000.
Personal Documents, Title Deeds and Registered Bonds	Up to €5,000.
Theft from Unattended Vehicles	Up to €2,500.
Saddlery and Tack Away from the **Home**	Up to €5,000.
Watercraft including their Furnishings, Equipment and Out Board Motors	Up to €5,000.
Home Business Contents	Up to €20,000.

4. Special Extensions

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

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

We will pay for:	**We** will not pay for:
1. Alternative Accommodation	
The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under Section 2.	a) more than 24 months. b) any costs recoverable elsewhere. c) any costs incurred before **we** provided **our** agreement to pay. d) any alternative accommodation payable after the property is reinstated and ready for habitation. e) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.
2. Rent Owed	
The rent **you** have to pay as occupier of the **home**, if the **home** cannot be lived in following loss or damage which is covered under Section 2.	a) more than 24 months. b) any loss of rent if **we** have already paid a claim under this section for alternative accommodation. c) any costs recoverable elsewhere d) any costs incurred before **we** provided **our** agreement to pay. e) any loss of rent payable after the property is reinstated and ready for habitation.
3. Denial of Access	
The cost of alternative accommodation for **you** and **your** pets and horses, substantially the same as **your** existing accommodation if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.	a) more than €5,000 in any one **period of insurance**. b) any costs for a period greater than 30 days from the date when access is first denied. c) any costs recoverable elsewhere. d) any costs incurred before **we** provided **our** agreement to pay. e) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.
4. **Bank Cards**	
Loss arising from fraudulent use of **your bank cards**.	a) more than €25,000 in any one **period of insurance**. b) fraudulent activity by **you** or any person related to **you**. c) any loss reimbursed to the card holder. d) any loss insured elsewhere.

We will pay for:	**We** will not pay for:
5. **Money** Physical loss of or physical damage to **your money**.	a) more than €2,500 any one claim. b) **money** which will be replaced by the issuer. c) **money** left in an unattended vehicle. d) more than €500 in a hotel or other temporary accommodation unless locked in a safe or safety deposit box. e) loss of value, confiscation or shortage due to **your** error or omission. f) any loss not reported to the Gardai (or when outside of the Republic of Ireland to the local Police, transit authority, hotel or airport security) within 24 hours of discovery of the loss.
6. Domestic Heating Oil Accidental loss of domestic heating oil from heating installations, oil tanks or pipes.	a) more than €10,000 in any one **period of insurance**. b) loss or damage while the **home** is **unoccupied**. c) any loss of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement
7. Fatal Injury **We** will pay a benefit if **you** suffer a physical injury as a result of: a) a fire or outward and visible violence by burglars at **your premises**, or b) an assault in the Republic of Ireland provided that death ensues within twelve (12) months of such injury.	a) more than €25,000 per person (or €5,000 for anyone under sixteen (16) years of age) at the time of death. b) this extension more than once under **your policy** for any one incident. c) **domestic employees** d) more than €25,000 per person (or €5,000 for anyone under sixteen (16) years of age) where both Section 1 - Buildings and Section 2 – Contents are insured.
8. Fridge and Freezer Contents Loss or damage to fridge or freezer contents due to a change in temperature caused by: a) the accidental failure of the fridge or freezer, or b) contamination by the escape of refrigerant fumes, or c) the failure of the power supply, unless resulting from the deliberate act or restriction of the supply company, strike action or industrial disputes.	

We will pay for:	**We** will not pay for:
9. Loss of Metered Water	
The proven cost of increased metered water charges resulting from an escape of water giving rise to an insured loss under this **policy**.	a) more than €10,000 in any one **period of insurance**. b) loss or damage while the **home** is **unoccupied**.
10. New Acquisitions	
Loss or damage to newly acquired items of **contents** and **fine art and antiques**: a) **you** must inform **us** within 60 days of the acquisition, and b) **you** must pay the additional premium, and c) the acquisition(s) must be under **your** direct care, custody and control if in transit.	a) more than 20% of the **contents, fine art and antiques** and **valuables sum insured** in any one claim.
11. Replacement Locks	
Costs **you** have to pay for replacing and installing locks and keys to safes, alarms, external doors and windows of the **home** following: a) theft or loss of **your** keys; or b) where there is evidence that such keys have been copied by an unauthorised person The **excess** for this special extension is €50.	
12. Reinstating Data	
The cost involved in reinstating **your** electronic data including digital downloads stored on **your** computer(s) or other personal electronic entertainment equipment as a result of loss or damage covered under section 2.	a) more than €5,000 in any one claim. b) any illegal data.
13. Temporary Increases to the **Sum Insured**	
Loss or damage to additional **contents** between one month before and one month after: a) a wedding, civil partnership, anniversary and birthday, and/or b) a religious celebration.	a) more than €10,000 in any one claim. b) any single item over €1,000.
14. **Students and Boarders Possessions**	
Physical loss or damage to **students and boarders possessions** inside the student or boarders accommodation or other occupied building or being carried between those buildings within the Republic of Ireland during the **period of insurance**.	a) more than €5,000 any one claim. b) theft unless accompanied by forcible and violent entry.

We will pay for:	**We** will not pay for:
15. Tenants Liability Loss or damage which is covered under this section to the **buildings you** have been made legally responsible for as a tenant of the address shown on **your schedule**. This does not include **tenant's/leaseholder's fixtures and fittings**.	a) more than 20% of the c**ontents sum insured**. b) loss or damage caused by fire, lightning or explosion (other than to landlords fixtures and fittings), or **subsidence, heave** and **landslip**. c) loss or damage caused by the malicious intent of any person. d) loss or damage while the **buildings** are **unoccupied**. e) the cost of maintenance and normal redecoration.
16. Guests, Visitors and **Domestic Employees** Personal Effects Loss or damage to guests, visitors and **domestic employees** personal effects not insured elsewhere while in the **home**.	a) more than €5,000 any one claim. b) any single item, pair or set over €1,000.
17. Nursing/Residential Care Home Cover Loss or damage to **contents** belonging to **your** dependent family members who are residing in a nursing or residential care home.	a) more than €10,000 in any one claim. b) any single item over €1,000.
18. Pedal Cycles including **Electrically Assisted Pedal Cycles (EAPC)**	a) more than €5,000 any one claim unless a higher amount is shown on **your schedule**. b) loss or damage to pedal cycles or **EAPC** tyres, lamps and accessories unless the pedal cycle or **EAPC** is stolen or damaged at the same time. c) loss or damage to pedal cycles or **EAPC** while left unattended while away from the **home** unless locked to an immovable object or kept in a locked building at the time of the theft.
19. **Contents** Elsewhere Loss or damage to **your contents** kept in other homes, places of work, caravans or beach huts.	a) theft unless accompanied by forcible and violent entry. b) more than €5,000 any one claim. c) any single item over €500.
20. Marquees Loss or damage to marquees that **you** have hired.	a) marquees hired for more than 7 days. b) more than €20,000 any one claim. c) any costs recoverable elsewhere.

We will pay for:	**We** will not pay for:
21. Quad Bikes, Go-Carts and Off Road Motorcycles	
Loss or damage to quad bikes that do not require a Road Traffic Act certificate of insurance and go-carts and off road motorcycles with an engine size of 50cc or less.	a) more than €5,000 any one claim. b) theft or attempted theft if left unattended unless from a locked building and the quad bike, go-cart or off road motorcycles has been disabled with a ground anchor c) loss or damage whilst in use.
22. Death of Artist	
The increased value to any one piece of art that is individually listed under **fine art and antiques**, where such increase is due to the death of the artist.	a) more than 200% of any one piece of art subject to a maximum of €100,000 in total. b) any claim where the artist's death occurs more than 6 months after the date of loss or damage. c) any claim where **you** cannot provide an independent professional valuation which is not more than 3 years old at the time of loss or damage. d) where **you** cannot prove the increased value of any piece of art.
23. Defective Title	
The purchase price of an item individually listed on **your schedule** if it is proved that the item purchased by **you** is not rightfully **yours** and **you** are required by law to return it to its rightful owner.	a) more than 110% of the total **sum insured** for **fine art and antiques** or €25,000 whichever is the less. b) if **you** do not notify **us** of a claim in the **period of insurance**. c) if the item was inherited or given to **you** as a gift.
24. Hole in One	
We will pay **you** up to €500 for any expenses incurred if **you** achieve a hole in one in an official golf competition.	a) any claim where **you** do not provide **us** with the scorecard and certificate from **your** club or the match secretary.
25. Hiring Golf Clubs Overseas	
In the event of loss or damage to **your** golf clubs, borrowed golf clubs or hired golf clubs whilst **you** are playing golf outside of the Republic of Ireland **we** will pay for the necessary hire of replacement clubs.	a) more than €25 per day or €250 in total. b) any claims where **you** do not provide **us** with an invoice detailing the cost of the hire.
26. Moving Home	
Loss or damage to **your contents** during removal, transit and storage to **your** new permanent residence by professional removal contractors.	a) loss or damage to **your contents** in storage for more than 15 days.

We will pay for:	**We** will not pay for:
27. Storage	
Loss or damage to **contents** in a commercial storage facility within the Republic of Ireland during the **period of insurance** caused by any of the following perils: a) fire, lightning, explosion, earthquake or smoke b) storm, flood or weight of snow c) escape of water from fixed water apparatus pipes or tanks d) theft or attempted theft e) impact by any aircraft or other aerial devices, rail or road vehicles, anything dropped from an aircraft, an animal, falling trees, telegraph poles and lamp-posts, aerials, satellite dishes, their masts and fittings f) riot, violent disorder, strike, labour or political disturbance or civil commotion, malicious acts or vandalism.	a) more than 20% of **your contents sum insured**. b) any single item over €2,500. c) theft unless accompanied by forcible and violent entry.
28. Reward	
A reward up to €10,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.	a) any reward where **you** or the Gardai would benefit from such payment.
29. Ground Rent	
Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under Section 2.	a) more than 24 months. b) any ground rent payable after the property is reinstated and ready for habitation. c) any costs recoverable elsewhere. d) any costs incurred before **we** provided **our** agreement to pay.
30. Fire Brigade Charges	
Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** in circumstances which have given rise to a valid claim under this **policy**.	a) more than €5,000 any one claim.
31. **Contents** Kept Elsewhere	
Loss or damage to **contents** belonging to **you** whilst kept at another property owned by **you**.	a) more than €5,000 any one claim.

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

Section 2 - Your Contents including Fine Art, Antiques and Valuables - Exclusions

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

What is not covered

1. The **excess** shown on **your schedule**.
2. Loss or damage caused by:
   - contamination or pollution of any kind
   - to **contents** in the open by storm, flood, frost or weight of snow
   - rusting, corrosion, gradual deterioration or any gradually operating cause
   - chewing, scratching, tearing, fouling, urinating and vomiting by **your** pets
   - frost damage or frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the **home** is continuously heated throughout for the months of October to April
   - theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**
   - theft or disappearance of any item from an unattended vehicle unless hidden from view within a concealed boot, concealed luggage compartment, a closed glove compartment or under a manufacturers internal fitted cover/parcel shelf that is locked and forcible and violent entry is used to break into the vehicle
   - termites, woodworm, or wood boring insects, invertebrate, molluscs', moths, insects, vermin, wet or dry rot, damp, mould, fungus, infestation or contamination caused by atmospheric or temperature changes
   - process of dyeing, repair or renovation or whilst being worked on
   - **you** not receiving goods or services **you** have paid for through any internet website
   - by escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**
   - escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement
   - rusting and/or bursting of gun barrels
   - an item being transported unless it is packed and secured well enough (given the nature of the item and how it is transported)
3. The cost of routine maintenance and decoration.
4. Loss or damage to **watercraft** whilst in use and unless kept in a securely locked building when not being used.
5. Loss or damage caused by theft or disappearance of gold, silver (including gold and silver plate), platinum, gemstones, jewellery or watches from baggage unless such baggage is carried by hand and under **your** personal supervision.
6. Loss or damage of any sports equipment whilst in use.
7. Loss or damage to **contents** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
   - caused by riverbank or coastal erosion
   - arising from defective materials or faulty workmanship
   - arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time
8. More than 50% of the cost of replacing any undamaged parts of the **contents**, **fine art and antiques**, or **valuables** which form part of a pair, set, suite or part of a common design or function but no more than the **contents**, **fine art and antiques**, or **valuables sum insured** shown on **your schedule**.
9. Loss of value following repair, replacement or reinstatement.
10. Loss or damage to **contents** whilst in the care, custody or control of dealers or galleries for the purpose of exhibition or sale on behalf of **you**.
11. Loss or damage of casino chips

Section 3 - Your Legal Liability to the Public

If 'Section 1 – Your Buildings' only are insured, **your** legal liability as owner only but not as occupier is covered in Part A below.

If 'Section 2 – Your Contents including Fine Art, Antiques and Valuables' only are insured **your** legal liability as occupier only but not as owner is covered under Part A and Part B below.

If 'Section 1 – Your Buildings' and 'Section 2 – Your Contents including Fine Art, Antiques and Valuables' are insured **your** legal liability as owner or occupier is covered under Part A and Part B below.

What is covered

Part A
As owner or occupier for any amounts **you** become legally liable to pay as damages for **bodily injury** or damage to property caused by an accident happening at the **premises** during the **period of insurance**.

Part B
As a private individual for any amounts **you** become legally liable to pay as damages for **bodily injury** or damage to property caused by an accident happening anywhere in the world during the **period of insurance**.

Special Extensions

We will pay for:

1. Unrecovered Damages

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

This coverage is subject to:

a) Part B of this section would have paid **you** had the award been made against **you** rather than to **you**, and
b) there is no appeal pending, and
c) **you** agree to allow **us** to enforce any rights which **we** shall become entitled to upon making payment.

We will not pay for:

a) any amount in excess of €2,000,000 in any one **period of insurance**.

2. Voluntary Work

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

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

Section 3 - Your Legal Liability to the Public - Exclusions

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

What is not covered

1. Any amount more than the limit shown on **your schedule** for any one accident or series of accidents arising out of any one event plus the costs and expenses incurred by **you** with **our** written consent.
2. Liability arising from any kind of pollution and/or contamination other than:
   a) caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named on **your schedule**; and
   b) reported to us as soon as practicably possible but not later than 30 days from the end of the **period of insurance**;

   in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
3. Any damage to property owned by or in the charge or control of **you**, any other permanent member of the **home** or any person employed by **you**.
4. Any liability:
   - which **you** have assumed under a contract and which would not otherwise have attached
   - arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than the use of **your home** as an office for non manual work in connection with **your home business**
   - for **bodily injury** to **you**, any other permanent member of the **home** or to any person who at the time of sustaining such injury is employed by **you**
   - for **bodily injury** arising from any infectious disease, virus or syndrome, including for example, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused
   - arising out of the ownership, occupation, possession or use of land or building not situated at the **premises**
   - if **you** are entitled to payment under any other insurance until such insurance is exhausted
   - in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in any one **period of insurance**
   - arising out of any criminal or violent act to another person or their property
   - arising out of any goods sold or supplied for any purpose or following any activity by **you** or **your** employees
   - arising as a result of escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement
5. Liability arising out of the ownership, possession or operation of:
   a) any mechanically propelled or horse-drawn vehicle other than a domestic gardening machine operated within **your home**, pedestrian controlled domestic gardening machines operated elsewhere, **electrically assisted pedal cycles** and motorised wheelchairs/ powerchairs and mobility scooters
   b) any power operated lift (other than domestic stairlifts)
   c) any aircraft or boat or vessel other than what **we** have defined as **watercraft**
   d) any animal other than horses, cats or dogs provided such dogs are not designated dangerous under the terms of the Control of Dogs Act 1986 and the Control of Dogs (Amendment) Act 1992
   e) for ownership, possession, use or control of horses not in accordance with the Local Authority Bye-Laws made under the Control of Horses Act 1996 or amendment thereto.
6. Costs and expenses incurred by **you** without **our** written consent.
7. Liability arising out of **your** ownership, possession or use of any vehicle where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.

Section 4 - Your Legal Liability to your Domestic Employees

This section only applies if Section 2 is insured.

The General Conditions, General Exclusions and the additional exclusions detailed below all apply to this section.

What is covered

We will cover **you** for any amounts **you** become legally liable to pay as compensation for accidental **bodily injury** to **your domestic employees** (employed by **you** in connection with the **premises** named on **your schedule**) plus costs and expenses incurred by **you** with **our** written consent for damages in respect of accidental **bodily injury** occurring during the **period of insurance** anywhere in the world.

The accident must arise from the work **your domestic employees** are employed to carry out for **you** in the Republic of Ireland or while on temporary trips abroad from the Republic of Ireland.

Section 4 - Your Legal Liability to your Domestic Employees - Exclusions

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

What is not covered

1. Any amount more than the limit shown on **your schedule** for any one accident or series of accidents arising out of any one event.
2. Liability arising from the ownership, operation or possession of any mechanically-propelled (except domestic gardening equipment or motorised mobility scooters, electric wheelchairs and powerchairs).
3. Liability arising from the ownership, operation or possession of any aircraft or boat or vessel other than what **we** have defined as **watercraft**.
4. Any liability from Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in any one **period of insurance**.
5. Liability arising from the ownership or possession of any dog designated dangerous under the terms of the Control of Dogs Act 1986 and the Control of Dogs (Amendment) Act 1992.
6. Costs and expenses incurred by **you** without **our** written consent.

Section 5 - Legal Expenses & Identity Theft

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

Cover under this section is managed and provided by MIS Underwriting Limited. It is underwritten by **insurance providers** as named on **your** schedule, on whose behalf **we** act.

How much we will pay

The insurance covers **advisers' costs** and other costs and expenses as detailed under the separate sections of cover, up to the **limit of indemnity** which is €100,000 where:

a) The **insured incident** takes place within the **insured period** and within the **territorial limits**, and
b) The **legal action** takes place in the **territorial limits**

Once **your** claim has been accepted, **we** will appoint one of **our** panel solicitors, or their agents, to handle **your** case. Should **you** wish to appoint **your** own **adviser, you** can only do so once court proceedings are issued or a **conflict of interest** arises and **you** must obtain approval from **us** before proceeding. If **you** do not obtain **our** approval **your** claim will be rejected.

Where **we** agree to **your** own choice of **adviser you** will be liable to pay any **advisers' costs** over and above **our standard advisers' costs**.

Definitions

Definitions applying to this section only:

Adviser

Our specialist panel solicitors or accountants or their agents appointed by **us** to act for **you,** or, where agreed by **us**, another legal representative nominated by **you**.

Advisers' Costs

Legal and accountancy fees and costs incurred by the **adviser**. Third party's costs shall be covered if awarded against **you**.

Conflict of Interest

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

Data Protection Legislation

The relevant **data protection legislation** in force within the **territorial limits** where this cover applies at the time of the **insured incident**.

Excess

The amount that **you** must pay towards the cost of any claim as stated below:-
Property Protection Section: €250

Identity Theft

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

Insurance Providers

Insurers as named on **your** schedule.

Insured Incident

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

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

In a claim arising from a Tax dispute, the **insured incident** shall be deemed to be the date when the Revenue Commissioner first lets **you** know in writing that they plan to make enquiries.

Insured Period

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

Legal Action(s)

The pursuit or defence of civil legal cases for damages or injunctions, or the defence of motor prosecutions.

Limit of Indemnity

The maximum payable in respect of an **insured incident**.

Revenue Audit

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

Standard Advisers' Costs

The level of **advisers' costs** that would normally be incurred in using a nominated **adviser** of **our** choice.

Territorial Limits

Republic of Ireland.

We/Us/Our

MIS Underwriting Limited.

You/Your/Yourself

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

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

What is covered

1. **Contract Pursuit and Defence**
   Advisers' costs to pursue a **legal action** following a breach of a contract **you** have for buying or renting goods or services for **your** private use. This includes the purchase of **your** main home.
   Advisers' costs to defend a **legal action** brought against **you** following a breach of a contract **you** have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of **your** main home.

What is not covered (claims)

a) Where the amount in dispute is less than €150.
b) Where the contract was entered into before **you** first purchased this or similar insurance which expired immediately before this insurance began.
c) Involving a vehicle owned by **you** or which **you** are legally responsible for.
d) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

What is covered	What is not covered (claims)
2. **Personal Injury** **Advisers' costs** to pursue a **legal action** for financial compensation for damages following an accident resulting in **your** personal injury or death against the person or organisation directly responsible.	a) Arising from medical or clinical treatment, advice, assistance or care. b) For stress, psychological or emotional injury. c) For illness, personal injury or death which are caused gradually or are not caused by a specific event. d) Involving a vehicle owned or driven by **you**. e) For **advisers' costs** associated with registering a claim or making an application to claim with the Personal Injury Assessment Board (PIAB).
3. **Employment Disputes** **Advisers' costs** to pursue a **legal action** in a dispute arising from a contract of employment **you** have entered into for **your** work as an employee.	a) Where the dispute occurred within the first 90 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began. b) For **advisers' costs** of any disciplinary, investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any settlement agreement. c) Relating solely to personal injury.
4. **Property Protection** **Advisers' costs** to pursue a **legal action** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to **your** main home. This section does not extend to divorce or matrimonial matters. **Advisers' costs** to pursue a **legal action** for financial compensation for damages against a person or organisation that causes physical damage to **your** main home. The damage must have been caused after **you** first purchased this insurance.	a) Where the nuisance or trespass started within 180 days of the first purchase of this insurance or the purchase of similar insurance which expired immediately before this insurance began. b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
5. **Tax** **Advisers' costs** incurred to represent **you** throughout a **Revenue audit** relating to **your** self-assessment tax return.	a) Relating to an off shore account held by **you**. b) In respect of the tax affairs of a company, or any claim if **you** are self-employed, a sole-trader or in business partnership. c) Any **Revenue audit** where **you** have not submitted a self-assessment tax return.

6. **Motor Prosecution Defence**
   Advisers' costs to defend a **legal action** in respect of a motoring offence, arising from **your** use of a vehicle.
   Pleas in mitigation are covered where there is a prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at **our** discretion.

   a) For **advisers' costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
   b) For parking offences which **you** do not get penalty points on **your** licence for.

7. **Personal Identity Theft**
   Advisers' costs to;
   a) contact relevant organisations on **your** behalf to advise that **you** have been the victim of **identity theft**. The most that **we** will pay for legal costs is an amount equal to sending or receiving up to 20 letters for each **insured incident**.
   b) defend civil legal proceedings against **you** and remove any legal judgements against **you** obtained by an organisation that **you** are alleged to have brought, hired or leased goods or services from. **We** will only pay legal costs if **you** deny having entered in to the contract and **you** allege that these judgements have been brought against **you** as result of **you** being a victim of **identity theft**.

   a) Where **you** have not been the victim of **identity theft**.
   b) Where **you** did not take action to prevent **yourself** from further instances of **identity theft** following an **insured incident**.
   c) Where the **identity theft** has been carried out by somebody living with **you.**
   d) For **adviser's costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.

8. **Vehicle Cloning**
   Advisers' costs to defend a **legal action** arising from use of **your** vehicle's identity by another person or organisation without **your** permission.

   a) Where the vehicle's identity has been copied by somebody living with **you**.
   b) Where **you** did not act to take reasonable precautions against **your** vehicle's identity being copied without **your** permission.
   c) For any losses (other than **adviser's costs**) incurred by **you** as a result of **your** vehicle's identity being copied without **your** permission.

9. **Social Media Defamation**
   Following defamatory comments made about **you** through a social media website, **advisers' costs** to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known. **You** are also covered for **advisers' costs** to write one letter to the author requesting that the comments are removed from the social media website.

   a) Claims where **you** are not aged 18 years or over.

Section 5 - Legal Expenses & Identity Theft - Exclusions

1. There is no cover where:

- The **insured incident** began to start or had started before **you** bought this insurance
- **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- An estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute
- **You** fail to give full information or facts to **us** or to the **adviser** on a matter material to **your** claim
- Something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the **legal action**
- **Advisers' costs** or any other costs and expenses incurred which were not agreed in advance or are above those for which **we** have given **our** prior written approval
- **You** have other legal expenses insurance cover.

2. There is no cover for:

- The **excess**
- **Advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not necessary
- The amount of **advisers' costs** in excess of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against **your** insurance advisor, the **insurance providers**, the **adviser** or **us**
- Any claim **you** make which is false or fraudulent
- Defending **legal actions** arising from anything **you** did deliberately or recklessly
- Appeals without **our** prior written consent
- The costs of any legal representative other than those of the **adviser** prior to the issue of court proceedings or a **conflict of interest** arising
- Any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence
- **Advisers' costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

3. There is no cover for any claim arising from:

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off
- Planning law
- Constructing buildings or altering their structure
- Libel, slander or verbal injury
- A dispute between **you** and someone **you** live with or have lived with
- A lease or licence to use property or land
- A venture for gain by **you** or **your** business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- An application for a judicial review
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- Mining or quarrying
- Subsidence - downward movement of the site on which buildings are situated by a cause other than the weight of the buildings themselves
- Heave - the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
- Landslip - sudden movement of soil on a slope or gradual creep of a slope over a period of time.

4. Privity of Contract:

Subject to the extent that section 62 of the Civil Liability Act 1961 applies, a person who is not a party to this contract has no rights under it to enforce any term of this contract.

Section 5 - Legal Expenses & Identity Theft - Conditions

Cancellation

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

Claims

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

Disputes

If **we** and **you** disagree about the choice of appointed representative, or about how a claim is handled, **we** and **you** can choose another suitably qualified person to decide the matter. **We** and **you** must both agree in writing to the choice of this person.

Failing this, **we** will ask the President of the Law Society of Ireland to choose a suitably qualified person.

Prospects of Success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

a) Being able to recover the amount of money at stake
b) Being able to enforce a judgement
c) Being able to achieve an outcome which best serves **your** interests

Law and Language

We propose that the contract is governed by Irish law. If there is any dispute as to which law applies it shall be Irish law. The language for contractual terms and communications will be English.

Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **we** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **we** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Other Insurances

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

Section 5 - Legal Expenses & Identity Theft - Customer Services Information

Customer Service

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

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

How to make a Claim

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

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

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

Privacy and Data Protection Notice - Applicable to Section 5 - Legal Expenses & Identity Theft

1. **Who We Are**

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

2. **Our Approach to Privacy**

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

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

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

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

This Information may include:

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

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

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

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

5. **Security**

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

6. **Insurance Administration**

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

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

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

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

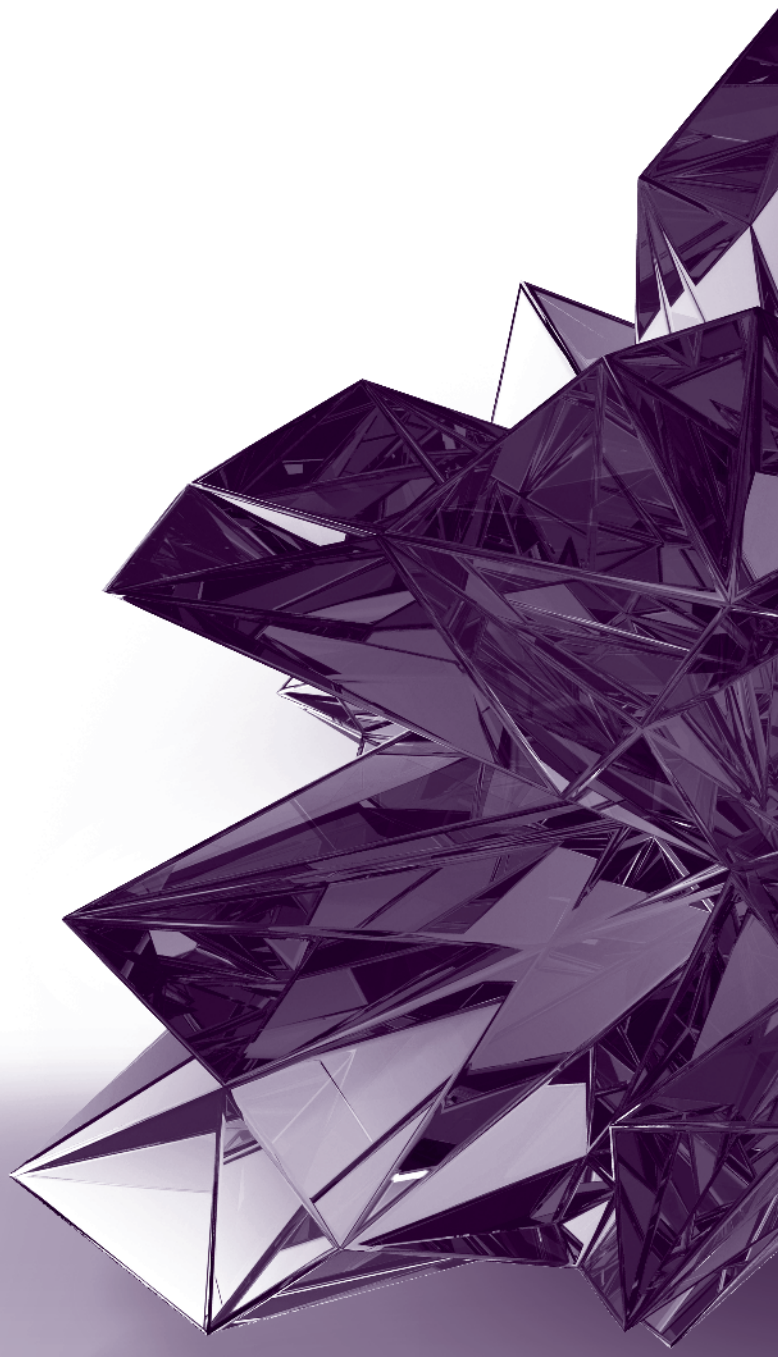
8. **How To Find What Information We Hold About You**

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

9. **Complaints**

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

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



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www.plum-underwriting.ie

Far from standard

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