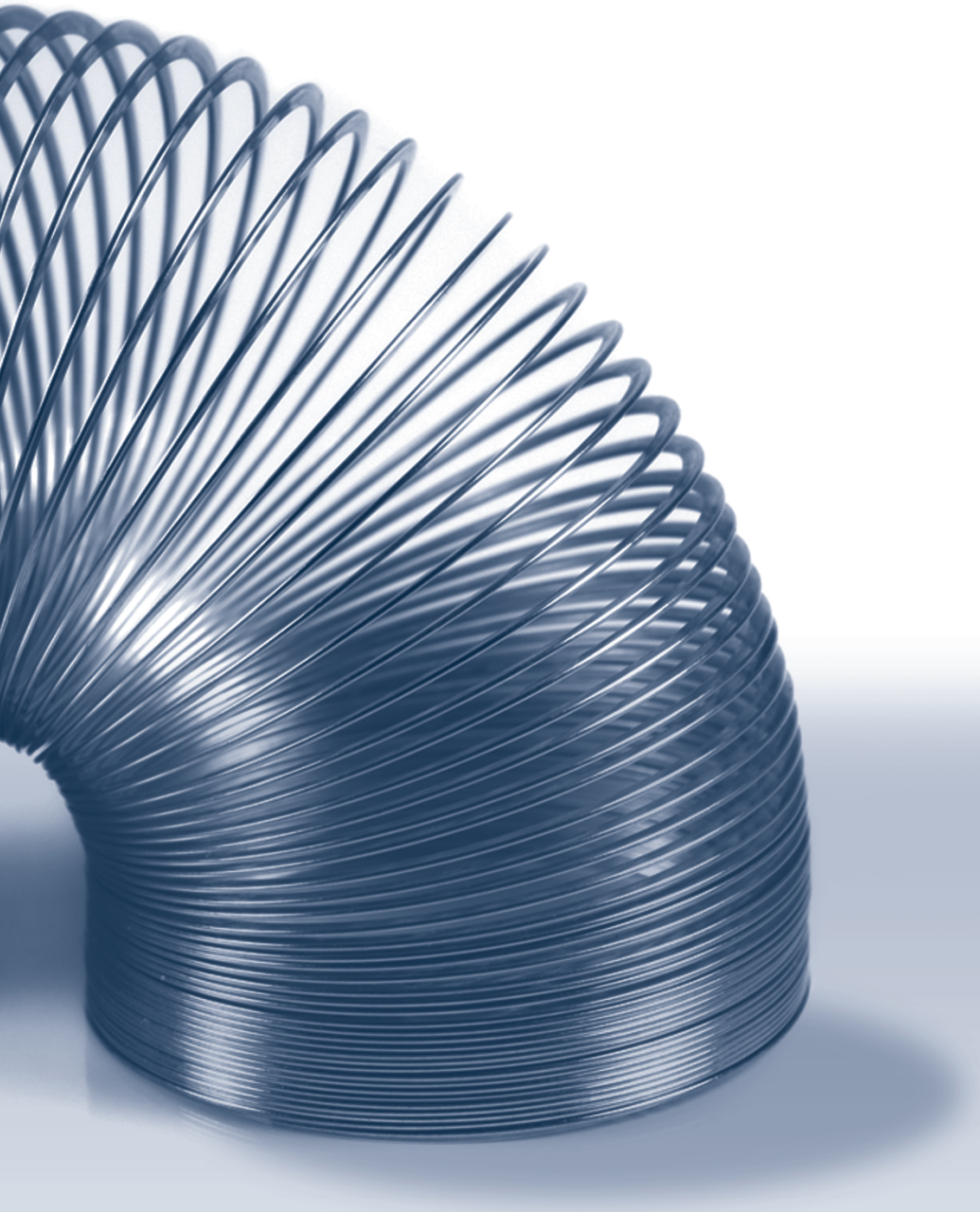
FLEX

Home Insurance Policy

Republic of Ireland - 2022



Provided by

Plum
UNDERWRITING

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FLEX

Welcome to Plum Underwriting

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

Plum Underwriting is 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 consistently good reputation based on our excellent customer service and underwriting strengths.

We strive to ensure that you, the policyholder, receive a home insurance policy that is tailored to meet your individual requirements.

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 in your policy 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.

David Whitaker
Managing Director

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. **Buildings**
2. **Contents**
3. Accidents to **Domestic Employees**
4. Legal Liability to the Public
5. **Valuables** and **Personal Possessions**
6. Domestic Freezer cover
7. Pedal Cycle cover
8. **Money** and **Credit Card** cover
9. Legal Expenses

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.

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 broke**r **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

Global Risk Partners Intermediary Limited, a private company limited by shares, Marine House, Clanwilliam Place, Dublin 2, D02 FY24 (Registration Number: 635016), trading as Plum Underwriting is regulated by the Central Bank of Ireland (Register number C186553)

Global Risk Partners Intermediary Limited - UK Branch of 55 Mark Lane, London EC3R 7NE, UK is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.

Global Risk Partners Intermediary Limited is a subsidiary of Global Risk Partners 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, Marine House, Clanwilliam Place, Dublin 2, D02 FY24.

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.

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.

Bodily Injury

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

Buildings

- the **home** and its decorations
- fixtures, fittings and fitted appliances attached to the **home**
- underground services, sewers, pipes, cables and drains which connect to the public mains.
- **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, fixed fuel tanks, septic tanks, lamp posts, wind turbines, solar panels, stairlifts and ornamental fountains and ponds **you** own or for which **you** are legally liable and within the **premises** named on **your schedule**.

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 within the **home**, which are **your** property or which **you** are legally liable for.

Contents includes:

- **tenant's/leaseholder's fixtures and fittings**
- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- property in the open but within the **premises** up to €2,000 in total per claim (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- **money** up to €1,000 in total per claim
- **credit cards** up to €1,000 in total per claim
- deeds and registered bonds and other personal documents up to €2,500 in total per claim
- stamps or coins forming part of a collection up to €2,500 in total per claim
- **valuables** up to 33.3% of the **contents sum insured** in total per claim and up to 10% of the **contents sum insured** for any single item of **valuables** other than pictures and works of art which are covered up to the **contents sum insured** with no single item limit.

- pedal cycles including **electrically assisted pedal cycles** up to €750 in total per claim
- **contents** in garages and outbuildings up to €10,000 in total per claim
- **personal possessions**

Contents do not include:

- motor vehicles (other than domestic gardening equipment, **electrically assisted pedal cycles**, motorised mobility scooters, electric wheelchairs and powerchairs), caravans, trailers, boats or vessels or their accessories other than those defined as **watercraft**
- any living creature
- any part of the **buildings**
- any property held or used for business purposes other than **your home business contents**
- any property insured under any other insurance
- land or water
- casino chips

Credit Cards

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

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.

Europe

'Europe' is defined as:

- EU member states;
- United Kingdom (England, Wales, Scotland, Northern Ireland, the Isle of Man & the Channel Islands)
- Andorra, Faroe Islands, Monaco, Iceland, Lichtenstein, Norway, San Marino, Switzerland and The Vatican City;
- all Mediterranean Islands;
- all countries with a Mediterranean shoreline;
- the Canary Islands;
- Madeira;

and journeys between these countries.

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.

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, the garages and outbuildings at the **premises** shown on **your schedule**.

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, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps, share certificates and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers, phone cards and gift vouchers
- electronic cash pre payment cards
- travel and seasonal travel tickets

all held for private or domestic and charitable purposes for which **you** are legally responsible.

Occupant

A person or persons authorised by **you** to stay in the **home** overnight.

Period of Insurance

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

Personal Possessions

Clothing, baggage, sports equipment, camping equipment, MP3 players, mobile phones, hand held gamers, cameras, portable DVD and BluRay players, laptops, e-readers, tablets and other personal property that is designed to be worn or normally carried about the person and all of which belong to **you**.

Personal possessions do not include:

- **Money & Credit Cards**
  These are only covered in the **home** up to the limit detailed under the **contents** definition unless **you** have chosen 'Section 8 – Money & Credit Card Cover' which extends cover to outside of the **home** up to **your** chosen **sum insured**.
- **Pedal Cycles including Electrically Assisted Pedal Cycles (EAPC)**
  Pedal cycles and **EAPC** are only covered in the **home** up to the limit detailed under the **contents** definition unless **you** have chosen 'Section 7 – Pedal Cycle Cover' which extends cover to outside of the **home** up to **your** chosen **sum insured**.
- **Valuables**
  Valuables are only covered in the **home** up to the limit detailed under the **contents** definition unless **you** have chosen 'Section 5 – Valuables & Personal Possessions Cover'. This section extends **your valuables** cover to include accidental loss or **accidental damage** and cover away from the **home** other than for Precious Metals and Pictures and Works of Art which are extended to include accidental loss or **accidental damage** but at **your premises** only.
  Please refer to 'Section 5 – Valuables & Personal Possessions Cover' on **your schedule** for exact cover and limitations.
- casino chips

Plum Underwriting

Global Risk Partners Intermediary Limited, 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.

Sanitary Ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Schedule

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

Tenants/Leaseholders' 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 become untenanted or not 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, pictures and works of art which belong to **you**. Precious metals means gold, silver and platinum, including gold and silver plate but NOT jewellery and/or watches.

Please refer to 'Section 5 – Valuables & Personal Possessions Cover' on **your schedule** for exact cover and limitations.

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/Insured

Sections 1-8
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 8 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 sections 5, 6, 7 and 8) 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**. No charge is made for index linking during the **period of insurance** but 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 2 – Contents - Additional Cover H).

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** and **personal possessions** must be the cost to replace as new.

Your sum insured for **valuables** must reflect the current market value.

If, at the time of any loss or damage, the **sum insured** is not enough **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

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.

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 an electrical component 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;
   i) an **act of terrorism**; and/or
   ii) 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 for loss or damage resulting from unauthorised entry into the **home** when the **premises** are **unoccupied** unless the security of the **home** is:
    - maintained in good working order throughout the **period of insurance**.
    - in full and effective operation when the **premises** is **unoccupied**.
11. 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**.
12. **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.
13. **We** will not pay any claim for loss of or damage to any electronic data (for example files or images) wherever it is stored.
14. 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 8 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 8 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 - Buildings - Standard Cover

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

We will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

What is covered	What is not covered
This insurance covers the **buildings** for physical loss or damage caused by	**We** will not pay
1. fire, lightning, explosion or earthquake	
2. aircraft and other flying devices or items dropped from them	
3. **storm**, **flood** or weight of snow	a) for loss or damage caused by **subsidence**, **heave** or **landslip** other than as covered under number 9 in Section 1 – Buildings – Standard Cover. b) for loss or damage to domestic fixed fuel-oil tanks in the open, **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, gates and fences, septic tanks, lamp posts, wind turbines, solar panels and ornamental fountains and ponds.
4. escape of water from or frost damage to fixed water tanks, apparatus or pipes	a) for loss or damage caused by **subsidence**, **heave** or **landslip** other than as covered under number 9 in Section 1 – Buildings – Standard Cover. b) for loss or damage to domestic fixed fuel-oil tanks, **swimming pools**, hot tubs and ornamental fountains or ponds. c) for loss or damage while the **home** is **unoccupied**. d) for loss or damage due to the failure or lack of grouting or sealant.
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage while the **home** is **unoccupied**. b) any loss or damage caused by 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
6. theft or attempted theft	a) for loss or damage while the **home** is **unoccupied**. b) for loss or damage while the **home** is lent, let or sublet unless the loss or damage follows damage to the **home** and/or threat or violence against **you** or the **occupant** in the course of entry.
7. collision by any vehicle or animal	

This insurance covers the **buildings** for physical loss or damage caused by	**We** will not pay
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage while the **home** is **unoccupied**.
9. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**	a) for loss or damage 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. b) for loss or damage caused by **settlement**. c) for loss or damage caused by riverbank or coastal erosion. d) for loss or damage arising from defective materials or faulty workmanship. e) for loss or damage 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.
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts.
11. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the **premises**. b) for loss or damage to gates and fences. c) for removing any part of the tree that is still below the ground. d) for restoring the site.

Section 1 – Buildings – Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

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

What is covered

This section of the insurance also covers

A – Accidental Damage to Fixtures & Fittings

We will pay for **accidental damage** to:

- fixed glass and double glazing (including the cost of replacing frames)
- solar panels
- **sanitary ware**
- ceramic hobs

all forming part of the **buildings**.

This section of the insurance also covers

B – Accidental Damage to Services

We will pay for **accidental damage** to:

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which **you** are legally responsible for and which provide services to or from **your home**.

C – Loss of Rent/Alternative Accommodation

i) 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 the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover;

or

ii) 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 the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

What is not covered

We will not pay

a) for loss or damage while the **home** is **unoccupied**.

We will not pay

a) for loss or damage while the **home** is **unoccupied**.

a) any amount over 25% of the **sum insured** for the **buildings** damaged or destroyed.
b) any loss of rent or alternative accommodation payable after the property is reinstated and ready for habitation.
c) any costs incurred without **our** agreement to pay.
d) any costs recoverable elsewhere.
e) more than 24 months for this additional cover.
f) any loss of rent at the same time as paying the cost of alternative accommodation
g) any alternative accommodation at the same time as paying loss of rent.
h) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.

D – Professional Fees & Expenses

Expenses **you** have to pay and which **we** have agreed in writing for:

- architects', surveyors', consulting engineers' and legal fees
- the cost of removing debris and making safe the **buildings**
- costs **you** have to pay in order to comply with any government or local authority requirements

following loss or damage to the **buildings** which is covered under section 1.

a) any expenses for preparing a claim or an estimate of loss or damage.
b) any costs if government or local authority requirements have been served on **you** before the loss or damage.

E – Loss of Metered Water

Increased domestic metered water charges **you** have to pay following an escape of water which is covered under the event insured under number 4 in Section 1 – Buildings – Standard Cover.

a) more than €5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €5,000 in total.
b) for loss of metered water whilst **your home** is **unoccupied**.

F– 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.
This section of the insurance also covers

a) if the **buildings** are more specifically insured under any other insurance.
b) any claim under any other additional covers of this **policy**.

We will not pay

G – Trace & Access

The costs incurred to find the source of escape of:

- water, oil or gas (including LPG) from any domestic water or heating installation within the **home** including subsequent repairs to walls, floors and ceilings
- 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 €7,500 in any **period of insurance**.
b) any costs incurred whilst the **home** is **unoccupied**.
c) costs incurred if the escape of water, oil or gas (including LPG) commenced before cover starts.

H – Loss of Oil

Loss of domestic oil from fixed fuel oil tanks.

a) more than €5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €5,000 in total.
b) for loss of oil whilst **your 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.

I – Squatters

The cost of alternative accommodation for **you**, and **your** pets and horses while **your home** is occupied by squatters.

a) more than €5,000 any one claim.
b) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.

J – 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.

K – 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 €2,500 any one claim.
b) more than €500 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.

L – Replacement Locks

Costs **you** have to pay for replacing & 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.

a) any amount over €5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €5,000 in total.

This section of the insurance also covers

We will not pay

M – Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

a) any amount over 10% of the **sum insured** for the **buildings** damaged or destroyed.
b) any ground rent payable after the property is reinstated and ready for habitation.
c) any costs incurred without **our** agreement to pay.
d) any costs recoverable elsewhere.
e) more than 24 months for this additional cover.

N – 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 numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

a) more than €2,500 any one claim.

O – 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.

P – 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 €2,000 any one claim.

Q – Removal of Nests

Costs incurred by **you** to remove bees, wasps and hornets nests from the **premises**.

a) more than €1,000 any one claim.

R - 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 €1,000 any one claim.

S – Security Expenses

Costs incurred by **you** to:

- refill fire extinguisher appliances
- replace used sprinkler heads
- reset fire, intruder alarms and closed circuit television equipment

following loss or damage which is covered under Section 1 - Buildings - Standard Cover.

a) more than €5,000 any one claim.

Section 1 – Buildings – Accidental Damage

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

What is covered

This extension covers **accidental damage** to the **buildings**

What is not covered

We will not pay

a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section 1.
b) for the **buildings** moving, settling, collapsing or cracking.
c) for damage while the **home** is lent, let or sublet.
d) for the cost of maintenance and routine decoration.
e) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
f) for damage to **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, septic tanks, lamp posts, ornamental fountains and ponds and fuel tanks.
g) for any damage caused by or contributed to by or arising from any kind of pollution and/ or contamination.
h) for damage caused by chewing, tearing, scratching, fouling, urinating or vomiting. by **your** pets.

Section 1 - Buildings - Conditions that Apply to this Section Only

How we deal with your claim

1. If **your** claim for loss or damage is covered under section 1, **we** will at **our** option pay the costs of repairing or rebuilding as long as:
   - the **buildings** were in a good state of repair prior to the loss or damage and
   - the **sum insured** is enough to pay for the full cost of rebuilding the **buildings** in their present form and
   - the damage has been repaired or loss has been reinstated.
2. **We** will pay up to 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**.

Your sum insured

If, at the time of any loss or damage, the **buildings sum insured** is not enough to reconstruct **your buildings we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

Limit of insurance

We will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

Section 2 – Contents – Standard Cover

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

We will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

What is covered	What is not covered
This insurance covers the **contents** for physical loss or damage caused by	**We** will not pay
1. fire, lightning, explosion or earthquake	
2. aircraft and other flying devices or items dropped from them	
3. **storm**, **flood** or weight of snow	a) for property in the open.
4. escape of water from fixed water tanks, apparatus or pipes	a) for loss or damage while the **home** is **unoccupied**. b) for loss or damage due to the failure or lack of grouting or sealant.
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage while the **home** is **unoccupied**. b) any loss or damage caused by 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
6. theft or attempted theft	a) for loss or damage while the **home** is **unoccupied**. b) for loss or damage while the **home** is lent, let or sublet unless the loss or damage follows damage to the **home** and/or threat or violence against **you** or the **occupant** in the course of entry.
7. collision by any vehicle or animal	
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage while the **home** is **unoccupied**.
9. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**	a) for loss or damage caused by **settlement**. b) for loss or damage caused by riverbank or coastal erosion. c) for loss or damage arising from defective materials or faulty workmanship. d) for loss or damage 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.
10. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the **premises**.

Section 2 – Contents – Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

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

What is covered

This section of the insurance also covers

A – Accidental Damage to Electronic Equipment

We will pay for **accidental damage** to the following electronic equipment situated in **your home**:

- televisions, satellite decoders
- audio and visual equipment including MP3 players, cameras and portable DVD and BluRay players
- radios
- home computers, laptops, tablets, e-readers
- gaming consoles including hand held gamers
- mobile phones

B – Accidental Damage of Fixtures & Fittings

We will pay for **accidental damage** to:

- fixed glass and double glazing
- **sanitary ware**
- mirrors
- glass tops and fixed glass in furniture
- ceramic hobs

forming part of the **buildings** which **you** are legally liable for as a tenant and do not have other insurance for.

C – Your contents temporarily away from **your home**

We will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover while **your contents** are temporarily away from **your home** for up to a maximum of 120 days in any one **period of insurance.**

What is not covered

We will not pay

a) for damage or deterioration caused in the process of repair, renovation, or dismantling.
b) for damage to tapes, records, cassettes, discs, memory sticks or computer software.
c) for mechanical or electrical faults or breakdown.
d) for loss or damage while the **home** is **unoccupied**.

a) for the cost of repairing, removing or replacing frames.
b) for loss or damage while the **home** is **unoccupied**.

a) for **contents** outside the Republic of Ireland.
b) for **money** or **credit cards**.
c) any amount over €10,000
d) for **contents** removed for sale or exhibition.
e) for theft unless the loss or damage follows breakage or damage in the **home** in the course of entry.
f) more than 30 days in any professional storage facility.
g) for **your contents** temporarily away from **your home** unless they are:
   - in any occupied private dwelling
   - in any building where **you** are living or working
   - in any building for valuation, cleaning or repair
   - in any professional storage facility
   - in any bank or safe deposit

This section of the insurance also covers	**We** will not pay
D – 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 the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover.	a) any amount over 25% of the **contents sum insured**. b) more than 24 months for this additional cover. c) any costs recoverable elsewhere. d) any costs incurred without **our** agreement to pay. e) any rent **you** have to pay after the property is reinstated and ready for habitation.
E – 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 the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover.	a) any amount over 25% of the **contents sum insured**. b) more than 24 months for this additional cover. c) any costs recoverable elsewhere. d) any costs incurred without **our** agreement to pay. e) any alternative accommodation payable after the property is reinstated and ready for habitation. f) any alternative accommodation at the same time as paying loss of rent. g) any alternative accommodation for your lodgers/paying guests unless we specifically agree.
F – Tenants Liability	
We will cover loss or damage caused by the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover to the **buildings you** have been made legally responsible for as a tenant of **your premises**. This does not include **tenants/leaseholders fixtures and fittings**.	a) more than €15,000 or 10% of the **sum insured** for **contents** (whichever is the greater) for loss or damage to the **buildings**. b) for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings. c) for loss or damage arising from **subsidence, heave** or **landslip**. d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously. e) for loss or damage while the **home** is **unoccupied**. f) the cost of maintenance and normal redecoration.
G – **Accidental Damage** to Services	
We will pay for **accidental damage** to: • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables which **you** are legally liable for as tenant only.	a) for loss or damage while the **home** is **unoccupied**.

FLEX

This section of the insurance also covers	**We** will not pay
H – Fatal injury	
Fatal injury to **you**, happening at the **premises**, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve (12) months of such injury	a) more than €10,000 for each insured person (or €5,000 for each insured person under sixteen (16) years of age) at the time of death. b) more than once under **your policy** for any one incident. c) for **domestic employees**.
I –Replacement Locks	
Costs **you** have to pay for replacing & 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.	a) any amount over €5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €5,000 in total.
J – Loss of Metered Water	
Increased domestic metered water charges **you** have to pay following an escape of water which is covered under the event insured under number 4 in Section 2 – Contents – Standard Cover.	a) more than €5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €5,000 in total. b) for loss of metered water whilst **your home** is **unoccupied**.
K – Loss of Oil	
Loss of domestic oil from fixed fuel oil tanks	a) more than €5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €5,000 in total. b) for loss of oil whilst **your 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.
L – 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 €2,500 in any one claim. b) for any illegal data
M – 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 €5,000 in any one claim. b) more than €1,000 any one item

This section of the insurance also covers	**We** will not pay
N – Students and Boarders Possessions	
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) for theft unless accompanied by forcible and violent entry.
O – Household Removals	
We will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover while **your contents** are being permanently removed from **your home** to any other private property **you** are going to live including while they are being temporarily stored for up to 72 hours.	a) for **contents** outside the Republic of Ireland. b) for **money** or **credit cards**. c) for loss or damage to porcelain, china, glass and other brittle articles.
P – Home Business Contents	
We will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover for **home business contents** subject to **your contents sum insured** including **home business contents**.	a) more than €5,000 in any one claim.
Q – Guests, Visitors & **Domestic Employee(s)** Personal Effects	
We will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover for guests, visitors and **domestic employee(s)** personal effects not insured elsewhere while in **your home**.	a) more than €2,500 in any one claim. b) more than €1,000 any one item
R – Ground Rent	
Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover.	a) any amount over 10% of the **contents sum insured**. b) any ground rent payable after the property is reinstated and ready for habitation. c) any costs incurred without **our** agreement to pay. d) any costs recoverable elsewhere. e) more than 24 months for this additional cover.
S – 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 €2,000 any one claim.

Section 2 – Contents – Accidental Damage

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

What is covered

This extension covers **accidental damage** to the **contents** within **your premises**.

What is not covered

We will not pay

a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section 2.
b) for damage or deterioration of any article caused by dyeing, repair, renovation or whilst being worked upon.
c) for damage caused by chewing, tearing, scratching, fouling, urinating or vomiting by **your** pets.
d) for **money** or **credit cards**.
e) for damage while the **home** is lent, let or sub let.
f) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
g) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.

Section 2 – Contents – Conditions that Apply to this Section Only

How we deal with your claim

1. If **you** claim for loss or damage to the **contents we** will at **our** option repair, replace or pay for any article covered under section 2.

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

   The above basis of settlement will not apply to:
   - clothes
   - pedal cycles including **electrically assisted pedal cycles**

   where **we** will pay up to the value of the item at the time of loss or damage.

2. **We** will pay up to 50% of the cost of replacing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function but no more than the **contents sum insured** shown on **your schedule**.

Your sum insured

If, at the time of any loss or damage, the **contents sum insured** is not enough to replace the entire **contents** of **your home** as new, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your contents** insurance is equal to 75% of what **your** premium would have been if **your contents sum insured** was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.

Limit of insurance

We will not pay any more than the **sum insured** for the **contents** less the **excess** of each **premises** shown on **your schedule**.

Section 3 – Accidents to Domestic Employees

This section applies only if the **contents** are insured under Section 2.

What is covered

We will pay **you**

for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your domestic employee(s)** employed in connection with the **premises** shown on **your schedule**

What is not covered

We will not pay **you** for **bodily injury** arising

a) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**.
b) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment or motorised mobility scooters, electric wheelchairs and powerchairs)

Limit of insurance

We will not pay 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 which **we** have agreed in writing.

Section 4 – Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under section 1 or the **contents** are insured under section 2 of this insurance.

Part A - Legal Liability

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A(i) below
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A(i) and Part A(ii) below
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A(i) and Part A(ii) below

What is covered

We will pay **you**

i) as owner or occupier for any amounts **you** become legally liable to pay as damages for:
   - **bodily injury**
   - damage to property

caused by an accident happening at the **premises** during the **period of insurance**,

OR

ii) as a private individual for any amounts **you** become legally liable to pay as damages for:
   - **bodily injury**
   - damage to property

caused by an accident happening anywhere in the world during the **period of insurance**

What is not covered

We will not pay **you** for any liability

a) for **bodily injury** to:
   - **you**
   - any member of **your** immediate family that lives with **you** at **your** main **home**.
   - any person who at the time of sustaining such injury is employed by **you**

b) 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.

c) arising out of any criminal or violent act to another person or property.

d) for damage to property owned by or in the charge or control of
   - **you**
   - any other permanent member of the **home**
   - any person employed by **you**.

e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**.

f) 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**.

g) which **you** have assumed under contract and which would not otherwise have attached.

We will not pay **you** for any liability

h) arising out of **your** ownership, possession or use of:
   i) any motorised or horsedrawn vehicle other than:
      - domestic gardening equipment used within the **premises**
      - pedestrian controlled gardening equipment used elsewhere and
      - motorised mobility scooters, electric wheelchairs and powerchairs
      - **electrically assisted pedal cycles**
   ii) any power-operated lift (other than domestic stairlifts)
   iii) any aircraft or boat or vessel other than manually operated rowing boats, punts or canoes
   iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Control of Dogs Act 1986 and the Control of Dogs (Amendment) Act 1992.
   v) 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.

i) if **you** are entitled to payment under any other insurance until such insurance is exhausted.

j) in respect of any kind of pollution and/or contamination other than:
   - 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
   - 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 treated as having happened at the time of such accident.

k) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.

l) 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.

m) 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.

Part B - Unrecovered Damages

We will pay **you**

sums which **you** have been awarded by a court in the Republic of Ireland and which still remain outstanding three months after the award has been made provided that:

- Part A ii) of this section would have paid **you** had the award been made against **you** rather than to **you**
- there is no appeal pending
- **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment.

We will not pay **you**

a) for any amount in excess of €100,000.

Limit of insurance

We will not pay 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 which **we** have agreed in writing.

Section 5 – Valuables and Personal Possessions

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

We will not pay more than the **sum insured** less the **excess** shown on **your schedule**.

What is covered

Valuables and **personal possessions** up to the **sum insured** shown on **your schedule** against physical loss or physical damage within the geographical limits shown on **your schedule**

What is not covered

We will not pay

a) for damage caused by moth or vermin.
b) any amount over €2,500 for any one item unless stated otherwise on **your schedule**.
c) for damage or deterioration of any article caused by dyeing, repair, renovation or whilst being worked upon.
d) for damage to guns caused by rusting or bursting of barrels.
e) for breakage of any sports equipment whilst in use.
f) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision.
g) any amount over €2,000 in total in respect of theft or disappearance of property from any unattended vehicle.
h) for 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
i) for damage caused by chewing, tearing, scratching, fouling, urinating or vomiting by **your** pets.
j) for loss or damage to precious metals, pictures and works of art which occurs outside **your premises**.

Section 5 – Valuables and Personal Possessions - Conditions that Apply to this Section Only

How we deal with your claim

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.
2. If any insured item which is part of a pair or set **we** will pay up to 50% of the cost of replacing any undamaged parts of the **valuables** and **personal possessions** which form part of a pair, set, suite or part of a common design or function but no more than the **valuables** and **personal possessions sum insured** shown on **your schedule**.

Your sum insured

If, at the time of any loss or damage, the unspecified or specified **valuables** and **personal possessions sum insured** is not enough, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for unspecified or specified **valuables** and **personal possessions** insurance is equal to 75% of what **your** premium would have been if **your** unspecified or specified **valuables** and **personal possessions sum insured** was enough, then **we** will pay up to 75% of any claim made by **you**.

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

Limit of insurance

We will not pay more than the **sum insured** less the **excess** shown on **your schedule**.

Section 6 – Domestic Freezer Cover

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

We will not pay more than the **sum insured** less the **excess** shown on **your schedule**.

What is covered

Section 2 of this insurance extends to cover the cost of replacing **your** food in **your** fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes.

What is not covered

We will not pay

a) for loss or damage caused by any electricity or gas company cutting off or restricting **your** supply.
b) for loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action.

Limit of insurance

We will not pay more than the **sum insured** less the **excess** shown on **your schedule**.

Section 7 – Pedal Cycle Cover

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

What is covered

Section 2 of this insurance extends to cover the cost of repairing or replacing **your** pedal cycles or **EAPC** following:

- theft or attempted theft
- **accidental damage**

occurring anywhere in the Republic of Ireland and up to 60 days worldwide

What is not covered

We will not pay

a) for loss or damage to:
   - tyres
   - lamps
   - accessories

   unless the cycle is stolen or damaged at the same time.
b) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes.
c) to replace a stolen cycle which has been left unattended unless it was locked to an immovable object or kept in a locked building at the time of the theft.
d) any amount over €750 for any one cycle unless stated otherwise on **your schedule** or the specification(s) attached on **your schedule**.

Limit of insurance

We will not pay more than the **sum insured** less the **excess** shown on **your schedule**.

Section 8 – Money & Credit Card Cover

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

We will not pay more than the **sum insured** less the **excess** shown on **your schedule**.

What is covered

Section 5 of this insurance extends to cover the following:

- theft or accidental loss of **money**
- any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit cards**

within the geographical limits shown on **your schedule**, provided that within 24 hours of **you** discovering any such loss or theft, **you** have notified the Gardai (or when outside of the Republic of Ireland the local Gardai, transit authority, hotel or airport security) and, in the case of **credit cards**, the card issuing company.

What is not covered

We will not pay

a) to make up any shortages due to error or omission.
b) for loss of value.

Limit of insurance

We will not pay more than the **sum insured** less the **excess** shown on **your schedule**.

Section 9 – Legal Expenses

This section applies only if **your schedule** shows that it is included.

Your schedule shows the provider and **insurer** of this section.

Legal Helpline

You can use the helpline service to discuss any legal or taxation problem occurring under this **policy** within the Republic of Ireland.

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 claim form. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

Please refer to the section 'How to Make a Claim' on **your schedule** for the contact details.

For **our** joint protection telephone calls may be recorded and/or monitored.

How much we will pay

If a claim is accepted under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and **you** want to use a legal representative of **your** own choice, **advisers' costs** payable by **us** are limited to no more than **our standard advisers' costs**.

The insurance covers **costs** as detailed under the separate sections of cover, less any **excess** up to the **maximum amount payable** where:-

a) The **insured event** takes place in the **period of insurance** and within the **territorial limits**; and
b) The **legal action** takes place within the **territorial limits**.

This insurance does not provide cover where something **you** do or fail to do prejudices **your** position or the position of the **insurer** in connection with the **legal action**.

Additional Definitions – Words with Special Meanings

The following additional definitions apply to this section of the **policy** only. Where the following words appear in bold they have these special meanings:

Adviser

Our specialist panel solicitors or accountants or their agents appointed by **us** to act for **you**, or, and subject to **our** agreement, where it is necessary to start court proceedings or a **conflict of interest** arises, another legal representative nominated by **you**.

Advisers' Costs

Legal or accountancy fees and disbursements incurred by the **adviser**.

Adverse Costs

Third party legal costs awarded against **you** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

Costs

Standard advisers' costs and **adverse costs**.

Conditional Fee Agreement/Contingency Fee Agreement

An agreement between **you** and the **adviser**, or between **us** and the **adviser** which sets out the terms under which the **adviser** will charge **you**, or **us** for their own fees.

Conflict of Interest

Situations where **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.

Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

Data Protection Legislation

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

Employee

An individual who has entered into or works under (or, where the employment has ceased, worked under) a **contract of employment**.

Excess

The amount that **you** must pay towards the cost of any claim as stated below:-
Property infringement **s**ection: €250
All other sections €Nil
The **excess** shall be paid to and at the request of the **adviser**.

Revenue Commissioners Audit

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

Insured Event

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 a **revenue commissioners audit**, the **insured event** shall be deemed to be the date the Revenue Commissioners issue a formal notice to **you** notifying of an audit into **your** non-business affairs.

Legal Action(s)

a) The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;
b) The defence of criminal prosecutions to do with **your** employment, or **your** vehicles identity
c) The defence of motor prosecutions

Maximum Amount Payable

The maximum payable in respect of an **insured event** is as shown in **your schedule**.

Period of Insurance

The **period of insurance** declared to and accepted by **us**, which runs concurrently with the period of the underlying insurance **policy** to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance **policy** is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

Territorial Limits

Contract Pursuit, Contract Defence and Personal Injury: The Republic of Ireland, the United Kingdom, the Channel Islands, the Isle of Man and the European Union.
All other sections of cover: The 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 nine (9) of this insurance, on **your** behalf that arose prior to or out of **your** death.

Section 9 – Legal Expenses - Cover

What is covered

What is not covered

We will not pay any claim:

Consumer Pursuit

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. The contract must have been made after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.

a) where the breach of contract occurred before **you** purchased this insurance
b) involving a vehicle owned by **you** or which **you** are legally responsible for
c) arising from a dispute with any government, public or local authority
d) arising from the purchase or sale of **your** main home
e) relating to a lease tenancy or licence to use property or land
f) relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
g) relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
h) arising from planning law
i) arising from constructing buildings or altering their structure for **your** use

Consumer Defence

Costs to defend a **legal action** brought against **you** following a breach of a contract **you** have for selling **your** own personal goods. The contract must have been made after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.

a) where the breach of contract occurred before **you** purchased this insurance
b) involving a vehicle owned by **you** or which **you** are legally responsible for
c) arising from a dispute with any government, public or local authority

We will not pay any claim:

Personal Injury

Costs to pursue a **legal action** following an accident resulting in **your** personal injury or death against the person or organisation directly responsible.

If the **legal action** is going to be decided by a court in England or Wales and/or the Republic of Ireland and the damages **you** are claiming are above the Small Claims Court Limit, the **adviser** must enter into a **conditional fee agreement** and/or a Fee Agreement (dependent on the jurisdiction) which waived their own fees if **you** fail to recover the damages that **you** are claiming in the **legal action** in full or in part. If the damages **you** are claiming are below the Small Claims Court Limit, **advisers' costs** will not be covered but **you** can access the **legal helpline** for advice on how to take **your** case further.

a) arising from medical or clinical treatment, advice, assistance or care
b) for stress, psychological or emotional injury unless it arises from **you** suffering physical injury
c) for illness, personal injury or death caused gradually and not caused by a specific sudden event
d) for **advisers' costs** associated with registering a claim or making an application to claim with the Personal Injury Assessment Board (PIAB)

Employment Disputes

Standard 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 breach occurred within the first 90 days after **you** first purchased this insurance unless **you** have held equivalent cover with **us** or another insurer continuously for a period of at least 90 days leading up to when the breach first occurred
b) for **standard 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 or mainly to personal injury

Property Infringement

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

a) where the nuisance or trespass started within the first 180 days after **you** first purchased this insurance unless **you** have held equivalent cover with **us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
b) in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

We will not pay any claim:

Property Damage

Costs to pursue a **legal action** for damages against a person or organisation that causes physical damage to **your** main home or **your** personal effects. The damage must have been caused after **you** first purchased this insurance.

a) in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
b) in respect of a contract **you** have entered into
c) arising from planning law
d) arising from constructing buildings or altering their structure for **your** use
e) arising from:
   i) subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
   ii) heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
   iii) land slip meaning downward movement of sloping ground
   iv) mining or quarrying

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 51% or greater prospect of such a plea materially affecting the likely outcome.

a) for alleged road traffic offences where **you** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving or being in control of the vehicle whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **you** have been advised by a medical professional not to drive.
b) 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
c) for parking offences for which **you** do not get penalty points on **your** licence
d) for motoring prosecutions where **your** motor insurers have agreed to provide **your** legal defence

Tax

Standard advisers' costs incurred to represent you throughout a **Revenue Commissioners 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** in business partnership
c) any **Revenue Commissioners Audit** where **you** have not submitted a self-assessment tax return.

School Admission Disputes

Standard advisers' costs in a Section 29 Education Act 1998 appeal to the Department of Education and Skills against the decision of a school board or a person acting on behalf of the school board against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission policy, which leads to **your** child or children being refused entry at the state school of **your** choice.

We will not pay any claim:

a) arising where examinations or other selection criteria are part of the acceptance process
b) where the process for appealing against the decision to refuse a place at the school has not been adhered to
c) where the child has been suspended, expelled or permanently excluded from another school

Vehicle Cloning

Costs to defend a **legal action** arising from use of the identity of a vehicle owned by **you** by another person or organisation without **your** permission.

a) where the vehicles 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 **standard advisers' costs**) incurred by **you** as a result of **your** vehicle's identity being copied without **your** permission.

Section 9 – Legal Expenses - Exclusions

1. There is no cover where:-
   a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
   b) An estimate of **advisers' costs** of acting for **you** is more than the amount in dispute
   c) **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval
   d) **Your** insurers repudiate the insurance policy or refuse indemnity
2. There is no cover for:-
   a) Claims over loss or damage where that loss or damage is insured under any other insurance
   b) Claims made by or against **your** insurance adviser, the i**nsurer**, the **adviser**, or **us**
   c) Any claim **you** make which is false or fraudulent or exaggerated
   d) Defending **legal actions** arising from anything **you** did deliberately or recklessly
   e) **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:-
   a) A dispute between **you** and someone **you** live with or have lived with
   b) **Your** business trade or profession other than as an **employee**
   c) An application for a judicial review
   d) Defending or pursuing new areas of law or test cases
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 9 – Legal Expenses – Conditions

If **your** claim is covered under a section of this policy and no exclusions apply then it is vital that **you** comply with the following conditions of this policy in order for **your** claim to proceed:

1. Claims

a) **You** must notify claims as soon as possible once **you** become aware of the 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.

b) **We** may investigate the claim and take over and conduct the legal proceedings in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the legal proceedings.

c) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **conflict of interest** arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.

d) The **adviser** will:-

i) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.

ii) Keep **us** fully advised of all developments and provide such information as **we** may require.

iii) Keep **us** 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 cover under this insurance shall be withdrawn 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.

e) In the event of a dispute arising as to **advisers' costs we** may require **you** to change **adviser**.

f) The **insurer** shall only be liable for **advisers' costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success.

g) **You** shall supply all information requested by the **adviser** and **us**.

h) **You** are responsible for all legal costs and expenses including **adverse costs** if **you** withdraw from the legal proceedings without **our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.

i) **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.

2. Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome.
A positive outcome includes, but is not limited to:

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

The assessment of **your** claim and the prospects of its success will be carried out by an independent **adviser**. If the **adviser** determines that there is not a 51% or greater chance of success then **we** may decline or discontinue support for **your** case.

3. Proportionality

We will only pay **advisers' costs** that are proportionate to the amount of damages that **you** are claiming in the **legal action**. **Advisers' costs** in excess of the amount of damages that **you** are able to claim from **your** opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by the Financial Services and Pensions Ombudsman (see the complaints procedure shown on **your schedule**), any dispute between **you** and **us** may, where **we** both agree, be referred to an arbitrator who will be either a solicitor or a barrister.

If the parties cannot agree on their choice of arbitrator the Bar Council of Ireland may be asked to make a nomination of a barrister with suitable experience in insurance law. The arbitration will be binding and carried out under the Arbitration Act 2010. The costs of the arbitration will be at the discretion of the arbitrator.

5. Proportional Costs

An estimate of the **costs** to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the **costs** will be provided with the assessment of **your** case and will be carried out by the independent **adviser**. If the estimate exceeds the amount in dispute then **we** may decline or discontinue support for **your** case.

6. Fraud

In the event of fraud, **we**:

a) Will not be liable to pay the fraudulent claim
b) May recover any sums paid to **you** in respect of the fraudulent claim
c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **us**
d) Will no longer be liable to **you** in any regard after the fraudulent act.

7. 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.

8. 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.

9. Laws of the Republic of Ireland and Language

This contract is governed by the laws of the Republic of Ireland. The language for contractual terms and communications will be English.

Section 9 – Legal Expenses – Claims Procedure

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 claim form. 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**.

Section 9 – Legal Expenses – Customer Services

Our aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway.

If **you** are unhappy with the service that has been provided, **you** should contact **us**. **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 has not been resolved plus an indication of when **you** will receive a final response. 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 **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may 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.

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

Privacy and Data Protection Notice

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**

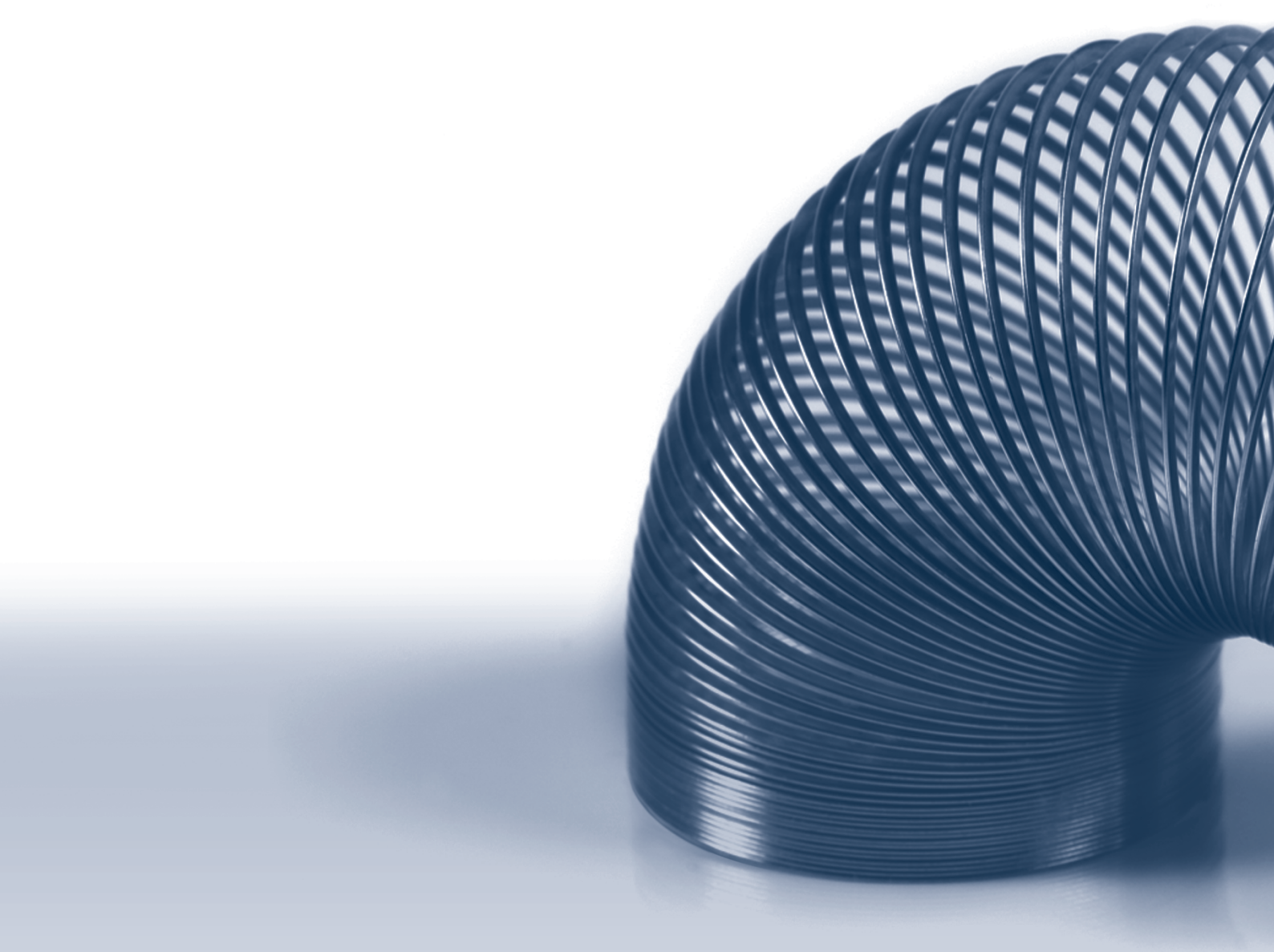
You have the right to request a copy of all the personal information **we** hold about **you** in a Subject access request or to have their data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this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

Notes



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Far from standard

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