ZURICH

Home Insurance

Policy Document

Contents

Welcome	3
Emergency Assistance	4
Making a Claim	7
Underinsurance	8
Home Protection Tips	8
The Contract of Insurance	11
Meaning of Words	12
Section A: Buildings	15
Section A: Buildings – Settling Claims	21
Section B: Contents	24
Section B: Contents – Settling Claims	35
Section C: Family Personal Accident	37
Section D: All Risks	39
Section E: Sports Equipment	42
Section F: Pedal Cycles	43
Section G: Trailer Caravans	44
Section H: Boats	48
Section I: Family Legal Protection	51
Policy Conditions	58
Policy Exceptions	63
Other Clauses	65
Complaints Procedure	67
Data Protection	67

Welcome

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

The policy booklet

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

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

The schedule

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

The statement of facts

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

Emergency Assistance

When the unexpected happens, it's reassuring to know that help is at hand when **you** need it, that **you** can talk to someone who will be able to give **you** advice and assistance immediately.

If **you** are experiencing an emergency and have concerns for the safety of **your Home** or **Household**, please ensure to contact the relevant emergency services department.

Emergency Helpline

Zurich, in conjunction with **our** assistance company, provide an emergency Helpline to ensure that our customers get the assistance they need. As a Zurich customer **you** can avail of **our** 24-hour, 365-day helpline, by dialling **0818 208 408**.

Use of this service is not recorded as a claim on **Your** policy.

Getting your home back in order

Our experienced staff will offer **you** immediate assistance, day or night, whatever **your** emergency.

- **We** will arrange for an approved contractor to call to **your home** and deal with **your** emergency.
- **You** will be required to pay a call out fee. The contractor must provide **you** with a receipt.
- If additional work is then required, the contractor must provide **you** with a written estimate and explanation of the work to be carried out.
- **You** are responsible for instructing the contractor to complete this work. Payment for this work must be collected directly from **you**. Please retain any damaged materials/goods in order to substantiate any future claim.
- **You** may be able to claim for the work completed by the contractor under **your** Home Insurance Policy. Once **we** are satisfied that the damage/repairs are covered by **your** policy, **we** will reimburse **you** for the agreed amount less any policy **excess**.
- The advantages to **you**, **our** customer, are:
  - faster response to **your** emergency
  - specially negotiated rates for **your** repairs or replacement of **your** items even if the damage is not covered under **your** Policy
  - help and assistance at a traumatic time.
- If the emergency relates to plumbing, leaking roof, locks, glazing, the primary heating system or the electrical supply and is impacting the **Home** (excluding garages and outbuildings) **you** may be entitled to the cost of the call out fee and/or emergency repairs up to the cover limit of €300 and up to a maximum of four **Emergency Repairs** per period of Insurance.

What we cover	Emergency Repair Exclusions
• **Plumbing** – the sudden or unexpected Breakdown of, or damage to, the plumbing and/or drainage system which would result in internal liquid damage to the **Home** (excluding garages and outbuildings). This includes leaking pipes, blocked drains, water tanks, and blockages in toilet waste pipes or leaking radiators. • **Security and Glazing** – the sudden or unexpected failure of, or damage caused to external locks, doors or windows which has rendered the **Home** (excluding garages and outbuildings) insecure, including theft or loss of keys and/or broken external window glass. • **Roofing** – Storm or accidental damage to the roof of the **Home** (excluding garages and outbuildings) necessitating repair. • **Primary Heating System** – the complete failure or breakdown of either the heating and/or hot water supply provided by the primary heating system in the **Home**. • **Electrical Supply** – the sudden, unexpected Breakdown of the electricity supply (or one phase thereof) impacting the **Home** (excluding garages and outbuildings). Covered up to a maximum payable of €300 per incident. **You** can avail of a maximum of four **Emergency Repairs** per period of Insurance.	• Any loss or damage outside the private dwelling, for example damage to sheds, unconnected garages, and other outbuildings. • Any loss or damage in relation to **Subsidence**, **Ground heave** or landslip. • Damage where the property is **Unoccupied** for longer than 30 consecutive days. • The cost of any work, which was carried out without approval, including any cost relating to the attempted repair by **You** or **Your** own contractor. • When the work necessary for repair needs to be carried out in Inaccessible/Dangerous Conditions, i.e. roofing during gale force winds, internal spaces of height without suitable guard rails etc. • Damage due to Fire, lightning, explosion, tempest, **Flood**, earthquake, impact or other extraneous cause. • Any claim caused by, contributed to, by or arising from: (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or (d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds. • Cover is for emergencies and does not cover general maintenance and/or repairs or replacements required due to normal wear and tear. • Cover is not in place for issues which existed prior to policy inception. • Cover is not in place where the root cause of the problem emanates from a communal area that **You** do not have sole responsibility for. • Subsequent investigation work, such as trace and access, following the emergency repair.

When we have carried out **Emergency Repairs**, **you** may also avail of the following benefits:

Alternative Accommodation – If the **Home** (excluding garages and outbuildings) is deemed uninhabitable, **our** assistance company will provide overnight accommodation for 4 people, at an establishment of **your** choice. Subject to a maximum payable of €50 per person up to a total amount payable of €200 for any one incident.

Furniture Storage – If the **Home** (excluding garages and outbuildings) is deemed uninhabitable, and it is necessary to remove **Household** furniture for security reasons, **we** will provide 7 days storage for **your** furniture and transport to and from the security storage location up to a distance of 50km from the **Home**. Subject to a maximum payable of €200 for any one incident.

Urgent Message Relay – When an emergency occurs within the **Home** (excluding garages and outbuildings), **we** will relay two urgent messages to a **family** member at **Home** or abroad.

Making a Claim

Emergency Assistance

Accidents can happen. If you are unfortunate to have an accident, you can now avail of the Emergency Helpline, **0818 208 408**.

What you should do

First, check your insurance Policy to see if the incident that has occurred is covered by your Policy. If it is, then please dial 0818 208 408. We will take details of your claim and can arrange for a contractor to call out to your home and deal with the damage that has occurred. We will also find out what items have been damaged or stolen and take steps to organise replacements for some of them from our approved suppliers. To access information regarding an existing claim, simply dial 0818 208 408 (24 hours, 365 days a year).

Claims Notification Period

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

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

No Claims Discount

Should no claim arise under the Policy during any one complete Period of Insurance, you will receive a discount at the renewal of your Policy in line with our No Claims Discount scale. If you make a claim during the Period of Insurance, the No Claims Discount will be reduced to zero years. However in cases where a claim is made in close proximity to the renewal date and the renewal notice has been issued, we may reduce the No Claims Discount to zero years at the following renewal.

Note:

- One complete period of insurance is deemed to be from the inception date to the renewal date of a Policy and a minimum of one year.
- There is a maximum No Claims Discount Scale. Contact us if you would like more information on this.
- The No Claims Discount is non-transferable.

Underinsurance

Protecting your home and contents

The purchase of your home represents probably the largest financial investment you will make in your lifetime. To safeguard your financial interest in your property you must insure the full reinstatement value of your buildings and contents. Failure to do so may result in your claim settlement being reduced. Please see the 'Settlement of claims' section under Sections A, B and D of this policy.

Each year prior to renewal of your annual policy you should review the amount for which you have insured your buildings and contents and inform us, prior to renewal, of any changes. For example, if home improvements have been carried out, such as the building of an extension or the conversion of the attic, or if you have purchased additional contents, the sums insured should be increased to reflect this.

Other factors should also be considered when setting your sums insured such as the costs of materials/contents, inflation, the availability and cost of labour. You can refer to the SCSI website www.SCSI.ie as a guide for setting your sums insured.

Home Protection Tips

Storm

To minimise damage from storms, we suggest the following:

- Mineral felt roofs have a limited life span and are subject to wear and tear and deterioration over time. Check the roof covering at regular intervals and replace the felt where there are signs of deterioration. Remember, your Policy does not cover the maintenance costs involved in repairing or replacing the roof. The Policy specifically excludes damage caused by wear and tear and gradual deterioration.
- Ensure your tiles and guttering are secure.
- Check that the gutters and drains are not blocked.
- If a storm is forecast, make sure all gates are bolted. Put any garden furniture, lawnmowers or plant pots in a garden shed and lock it.

Fire prevention

Every year many people are killed or injured and homes are destroyed as a result of domestic fires. You can reduce the risk of fire by taking the following precautions:

- Do not overload an electrical point. Unplug all appliances when not in use.
- Repair faulty wiring, frayed leads and loose plugs.
- All fires and heaters should have a secure fireguard. Never leave the room without having a guard in front of the fire.
- All chimneys and/or flues to solid fuel stoves, boilers and open fires should cleaned by a professional at least once a year. Any damage to the chimney or flues that may give rise to a claim should be reported to us in accordance with the time periods referenced in Condition 7 of this Policy under the heading 'Policy Conditions'.

- Avoid careless smoking, especially in bedrooms.
- Matches should be kept well away from children.
- Close all internal doors when going to bed.
- Keep heaters away from furniture, curtains and bedclothes.
- Never move or refuel an oil or gas heater while it is lighting.
- Keep all electrical flexes off cooker rings and hobs.
- Be especially careful with chip pans, they should never be left unattended on a lighted cooker.
- You should install at least two smoke detectors in your house. Smoke detectors should be tested regularly to ensure they are working properly. Change the batteries at least twice a year.
- Over the Christmas period, make sure to turn off your Christmas tree lights when leaving your home unattended.
- Do not leave appliances including: dryers, washing machines and dishwashers running if you are leaving your home or going to bed.
- Never leave a burning candle unattended or near any object which may catch fire.

Water damage

There are various weather hazards which you cannot avoid, but against which you can protect your home.

- Lag pipes and water tanks wherever possible.
- Leave the underside of tanks free to ensure rising warmth can reach them.
- Replace washers on dripping taps.

Escape of oil

Regardless of the tank age, you should check your oil tank at least twice a year for signs of cracking and/or failure. This damage is often due to weathering or poor original installation. In the event that defects are discovered, the tank should be immediately replaced to avoid oil escaping. If an escape of oil occurs it may cause damage to the environment which can result in your property being uninhabitable and you may require temporary accommodation.

Burglary prevention

Unfortunately, theft has become part of everyday life in many areas. Most thieves are opportunists who commit crimes when they spot an easily entered home. Such opportunities can be removed by fitting and using good quality locks on doors and windows and by installing an approved alarm system.

- All external doors should be fitted with five-lever mortise deadlocks and the keys should be removed from the lock.
- All patio doors should be fitted with key-operated patio door locks. The keys should be removable. A stop should be fitted in the top of the door frame to prevent the doors from being lifted out of their frame.

- All ground floor windows and other accessible windows, fanlights and rooflights should be fitted with key-operated security locks or stops with removable keys or key-operated security bolts with removable keys.

Before going on holidays

- If you have an automatic light switch installed, set it to operate at the times you normally switch the lights on.
- Cancel all deliveries, e.g. milk, newspapers etc.
- Ask a neighbour to pop in from time to time to check on the house and to remove post from the letterbox/porch.
- Check that all windows and doors are securely locked.
- Set your intruder alarm, smoke detectors and other alarm systems – check that the batteries in all alarms are working.
- Turn off your water supply at the stopcock.
- Drain your water system and tank or alternatively, maintain an adequate heating level throughout the house to prevent your pipes from freezing if your trip is during winter months.

The Contract of Insurance

This Policy is a contract between you and us.

We will insure you under those sections shown in the schedule during any period of insurance for which we have accepted your premium provided all the terms and conditions of the Policy are kept.

Under the relevant European and Irish Legal provisions, the parties to this contract of insurance, we, Zurich Insurance Europe AG and you, the Insured, are free to choose the law applicable to the contract. We propose that this contract is governed by Irish Law.

Zurich Insurance Europe AG.

Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for conduct of business rules.

Zurich Insurance Europe AG is registered in Frankfurt, Germany (registration number 133359) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

Registered in Ireland as a branch (registration number 910127) with registered branch office at Zurich House, Frascati Road, Blackrock, Co. Dublin, A94X9Y3.

Meaning of Words

Certain words in the Policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section. To help **you** identify these words in the Policy **we** have printed them in bold throughout.

Accidental Damage

Sudden and unforeseen damage as a result of an unexpected action or event.

Bodily injury

Death, injury, illness or disease.

Buildings

The **home**, landlord's fixtures and fittings on or in the **home**, walls, gates, fences, hedges, terraces, patios, drives, paths, private wells, solar panels, domestic fuel tanks, tennis hard courts, swimming pools, Jacuzzi's and hot tubs, all at the situation of the **premises** shown in the Policy Schedule.

Contents

Household goods, personal belongings (including **valuable property**), collections of stamps, coins or medals up to €260, tenant's fixtures and fittings (including interior decorations), radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €650) on or in the **home**, all belonging to or the legal responsibility of **you** or a member of your **household**.

The following property is not included as **contents**:

- Motor vehicles including any mechanically propelled vehicles which includes e-scooters and e-bikes (other than mechanically propelled lawnmowers), caravans, trailers, aircraft, watercraft, hovercraft, or parts or accessories normally on or in any of them.
- Landlord's fixtures and fittings.
- Any living creature.
- Property owned or held in trust in connection with any business, profession or trade.
- **Money** of any kind.
- Deeds (except as provided under paragraph 21), bonds, bills of exchange, securities, documents, manuscripts.
- Property more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses or reduces the claim, or the sum insured is inadequate on a specified item.

Credit cards

Credit, cheque, bankers or cash dispensing cards.

Emergency

An unforeseen or sudden occurrence which results in damage to your **Home** and which requires immediate action to:

(a) make the property safe and/or

(b) secure the building against further loss or damage.

Emergency Repairs

Repairs to make the property safe or secure the building against further loss or damage.

Excess

The monetary amount of any claim which is not insured. This amount is shown in the relevant paragraphs of the Policy or in the schedule.

Family

Your relatives (including your partner and all children) who normally live in the **home**.

Flood

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

or

(b) inundation from the sea

or

(c) water backing up from any sewer, ditch or drain or any surface water runoff.

whether resulting from storm or otherwise.

Geographical limits

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

Ground heave

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

Home

The private dwelling, garage and out **buildings** used for domestic purposes only, all at the situation of the **premises** shown in the schedule.

Household

Your **family** and domestic staff permanently living in the **home**.

Money

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

Powered Personal Transporters (PPT's)

PPT's powered personal transporters are personal transport devices with a maximum continuous rated power output of 500W, maximum weight of 25K including the battery and maximum design speed of 25km per hour, including but not limited to; electric scooters, (eScooters), Segways, electric skateboards, hoverboards, powered miniscooters, electric unicycles.

Premises

The **buildings** and the land within the boundaries belonging to them.

Settlement

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

Subsidence

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

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Unoccupied means not lived in by **you** or a person authorised by **you**. Lived in means currently lived in as a person's main **home** on a permanent basis. Temporary or periodic use, visits or stays (whether occasional or regular) will not be regarded as living in the **home**. A person will not be regarded as living in the **home** during any period of more than thirty consecutive days spent away from the **home** including, for example, whilst on holiday or living somewhere else.

Valuable property

Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, paintings, works of art, curios, antiques, furs, musical instruments, radios, televisions, other audio or video equipment and computer equipment. The most **we** will pay is one third of the sum insured by section B – Contents, but not more than €4,000 for any one article, set or collection.

We or us

Zurich Insurance Europe AG.

You

The person or people shown in the schedule as the Insured.

Section A: Buildings

Meaning of Words

Words with special meanings in this section are defined on pages 12-14.

The cover

What is insured *The buildings are insured against loss or damage caused by the events in paragraphs 1 to 11.*	What is not insured
1. Fire, smoke, lightning, explosion or earthquake.	Smoke damage caused by: • agricultural or industrial operations, any gradually operating cause, or smog. The first €350 of each incident of loss or damage.
2. Storm or **flood**.	Loss or damage: • caused by frost, **subsidence**, **ground heave** or landslip other than as provided for in section A, paragraph 3 below • to gates, fences or hedges • due to wear and tear or gradual deterioration • the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the **buildings** • to roofs constructed with torch-on felt exceeding 10 years of age, or other felt exceeding 5 years of age. The first €350 of each incident of loss or damage
3. **Subsidence** or **ground heave** of the site on which the **buildings** stand or landslip.	Loss or damage in respect of apartment blocks (purpose built or converted). Loss or Damage: • caused by **settlement** due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials • caused by building on made-up ground or filled-in land

What is insured	What is not insured
	• to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts unless liability is admitted under the policy for loss or damage to the **home** from the same cause occurring at the same time • to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause • associated with such causes arising prior to payment of premiums for the period of insurance in which a claim may arise. Loss or damage if any part of the **buildings** suffered previous loss or damage by **subsidence**, **ground heave** or landslip unless same has been disclosed to and accepted by **us**. The first €2,500 of each incident of loss or damage.
4. Stealing or attempted stealing.	Loss or damage: • while any part of the **home** is lent, let or sub-let, unless entry to or exit from the **home** is made using violence and force • caused after the **home** is left **unoccupied** • caused after the **home** is left **unfurnished** for more than 30 consecutive days • caused by a member of the **household** other than domestic staff. The first €350 of each incident of loss or damage.
5. Riot, civil, labour or political disturbance.	The first €350 of each incident of loss or damage.
6. Vandals or malicious people.	Loss or damage caused: • by any modifications to the **premises**, • by someone lawfully on the **premises**, • after the **home** is left **unoccupied** • after the **home** is left **unfurnished** for more than 30 consecutive days. The first €350 of each incident of loss or damage.

What is insured	What is not insured
7. Escape of water from or the bursting of any fixed domestic water or heating installation. **We** will also pay for the escape of water from any washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.	Loss or damage: • caused after the **home** is left **unoccupied** • caused after the **home** is left **unfurnished** for more than 30 consecutive days • to any fixed domestic water installation, heating installation or appliance from which the water escapes • to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units • due to wear & tear, rust, or gradual deterioration • caused by water backing up from any sewer, ditch or drain or any surface water runoff. The first €750 of each incident of loss or damage.
8. Escape of oil from any fixed domestic heating installation.	Loss or damage: • caused after the **home** is left **unoccupied** • caused after the **home** is left **unfurnished** for more than 30 consecutive days • to any fixed domestic heating installation from which the oil escapes • due to wear & tear, rust, or gradual deterioration. The first €500 of each incident of loss or damage. Remediation: The hiring of an environmental expert or contractor unless agreed by us prior to commencement of any remediation works. Remediation will be a risk-based approach meeting current industry standards.
9. Collision with the **buildings**, by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Loss or damage caused by animals, livestock or pets that you own or are in your care, custody or control. The first €350 of each incident of loss or damage

What is insured	What is not insured
10. Falling trees or branches.	• Loss or damage to gates, fences or hedges. • Damage caused by felling or lopping of trees. • **We** will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the **buildings**. The first €350 of each incident of loss or damage.
11. Falling aerials, aerial fittings or masts.	The first €350 of each incident of loss or damage.
12. Breakage of fixed glass and sanitary ware Accidental breakage of fixed glass in windows, doors or roofs or fixed sanitary ware in the **home**.	Loss or damage caused: • after the **home** is left **unoccupied** • after the **home** is left **unfurnished** for more than 30 consecutive days • by vandals or malicious people lawfully on the **premises**. The first €350 of each incident of loss or damage.
13. Service pipes and cables. Accidental damage to cables, underground pipes or underground tanks servicing the **home**.	• Loss or damage due to wear and tear, rust or gradual deterioration. The first €350 of each incident of loss or damage or the first €2,500 of each incident of loss or damage which results in **subsidence** or **ground heave** to the **Buildings** which is a direct consequence of the accidental damage to cables, underground pipes or underground tanks servicing the **home**.
14. Blockage of sewer pipes. The cost of breaking into and repairing the pipe between the main sewer and the **home** following the blockage of the pipe.	The first €350 of each incident of loss or damage.

What is insured	What is not insured
15. Rent and Alternative Accommodation. If the **home** is made uninhabitable by damage from any cause insured by this section, **we** will pay for: • rent **you** would have received and rent which continues to be payable by **you**, • the reasonable extra cost of comparable alternative accommodation if **you** occupy the **home**, but only during the period necessary to reinstate the **home** to a habitable condition. The work of reinstatement or repair must be done without delay. The most **we** will pay under this paragraph is 20% of the sum insured by this section.	
16. Liability to the public. Any amounts which **you**, as owner of the **premises**, become legally liable to pay as compensation for an accident occurring during the period of insurance which causes **bodily injury** to a person or accidental loss of or damage to property. The most **we** will pay for any one event or series of events constituting one occurrence is €1,300,000 inclusive of all legal fees and other expenses incurred by any person other than **you** relating to the claim. **We** will also cover any legal costs and expenses incurred by **you** (relating to the claim) with our written consent.	Liability arising directly or indirectly from: • any wilful, malicious, deliberate or reckless act committed by anybody living in the **home**, • an agreement which imposes a liability which **you** would not otherwise have been under, • the occupation of the **premises** • any business, profession or trade. • any construction, structural alteration, demolition or extension work Liability for: • **bodily injury** to a member of your **household** or any other person permanently residing with **you** • **bodily injury** to a person under a contract of service or apprenticeship with **you** or a member of your **family** • loss of or damage to property owned or held in trust by or in the custody or control of **you** or a member of your **household** or any other person permanently residing with **you**.

What is insured	What is not insured
17. 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**. The most **we** will pay is €2,000 for **buildings** and/or **contents**.	
18. Extended accidental damage. The **buildings** are insured against any accidental damage in addition to the events under paragraphs 1 to 14 of this section.	Loss or damage: • caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, decorating, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown • caused by chewing, scratching, tearing or fouling by domestic pets. Any loss, damage or amount shown as not insured under paragraphs 1 to 14 of this section. The first €350 of each incident of loss or damage.
19. Trace and Access. **We** will pay up to €750 to remove or replace any part of the **buildings** necessary to repair any fixed domestic water or heating installation from which water or oil has escaped and has resulted in damage.	Loss or damage: • to the item from which the escape occurred • caused after the **home** is left **unfurnished** or **unoccupied** for more than 30 consecutive days.

Section A: Buildings – Settling Claims

We will pay, at our option, the full cost of repair, or reinstatement as new, of the damaged part of the **buildings** provided that the work is done without delay or, at our option, **we** will arrange for the work to be carried out. However, this will be subject to the following:

Retention Amount

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

(a) release a proportion of the estimated cost of repair or reinstatement prior to completion of the work;

(b) pay the balance (otherwise known as the "retained amount") to **you** on completion of the work and on receipt of appropriate documentation validating the costs incurred by **you** for the repair or reinstatement work (including VAT invoices).

The retained amount will not exceed:

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

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

Underinsurance

Our liability for repair or reinstatement following insured loss or damage shall not exceed the sum insured on **buildings** at the time of loss or damage.

To safeguard your financial interest in your property **you** must insure the full reinstatement value of your **buildings**, which should include due allowance for debris removal costs, architects, surveyors, consulting engineers and other fees necessarily incurred in the reinstatement of the property. Failure to do so will result in your claim settlement being reduced.

The **buildings** sum insured as stated in the schedule is subject to the following condition of average:

If the sum insured on **buildings** at the time of the insured loss or damage is less than the cost of rebuilding as new all the **buildings** (including fees as above) covered by this policy and such difference is greater than 15% of the rebuilding cost as new, **we** will pay only that proportion of the loss or damage which the sum insured bears to the cost of rebuilding as new all the **buildings** covered by this policy.

Wear and Tear

We will deduct an amount for wear and tear if the **buildings** are in a poor state of repair or decoration.

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

- **We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

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

The most **we** will pay under paragraphs 1 to 14, 18 and 'Additional Costs' below is the sum insured by this section.

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

Additional Costs

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

- fees to architects, surveyors, consulting engineers and others agreed by **us**
- the cost of clearing the site and making it and the **home** safe
- the cost of complying with any government or local authority requirements following loss or damage unless **you** were given notice of the requirements before the loss or damage occurred. Where **you** were not notified of any government or local authority requirements prior to the loss or damage occurring and such requirements increase the rebuilding as new cost, this increased cost will be disregarded for the purposes of determining whether or not the **buildings** are underinsured.

We will not pay:

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

Mortgagees clause

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

Index-linking

We will monitor rebuilding costs using a range of appropriate indices and market information that **we** have available to **us**.

At renewal, we will automatically adjust the Buildings sum insured (but not any monetary limits) to help protect you against inflation. This adjustment of the sum insured will be subject to a minimum increase of 1% in the reviewed indices during the period of insurance.

This adjustment of the sum insured will apply to every policy including those which are under repair following a claim provided required repairs or reinstatements are carried out without delay.

It is important to note that index-linking is not specific to your property and relying on index-linking alone may not be sufficient to protect you from underinsurance. This is especially important if you have made changes, additions or upgrades to your home. It is vital that you review your sum insured regularly to ensure you have adequate cover to meet your needs.

More than one home

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

Selling your home

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

Section B: Contents

Meaning of Words

Words with special meanings in this section are defined on pages 12-14.

The cover

What is insured *The contents are insured while in the home against loss or damage caused by the events in paragraphs 1 to 11.*	What is not insured
1. Fire, smoke, lightning, explosion or earthquake.	Smoke damage caused by: • agricultural or industrial operations • any gradually operating cause • smog. The first €350 of each incident of loss or damage.
2. Storm or **flood**.	Loss or damage caused by frost. The first €350 of each incident of loss or damage.
3. **Subsidence** or **ground heave** of the site on which the **buildings** stand or landslip.	Loss or damage in respect of apartment blocks (purpose built or converted). Loss or damage: • caused by **settlement** due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials • caused by building on made-up ground or filled-in land • unless the **home** is damaged at the same time by the same cause • to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause • associated with such causes arising prior to payment of premiums for the period of insurance in which a claim may arise.

What is insured	What is not insured
	Loss or damage if any part of the **buildings** suffered previous loss or damage by **subsidence**, **ground heave** or landslip unless same has been disclosed to and accepted by **us**. The first €350 of each incident of loss or damage.
4. Stealing or attempted stealing.	Loss or damage: • while any part of the **home** is lent, let or sub-let, unless entry to or exit from the **home** is made using violence and force • caused after the **home** is left **unoccupied** • caused after the **home** is left **unfurnished** for more than 30 consecutive days • caused by a member of your **household** other than domestic staff. The first €350 of each incident of loss or damage.
5. Riot, civil, labour or political disturbance.	The first €350 of each incident of loss or damage.
6. Vandals or malicious people.	Loss or damage caused: • by someone lawfully on the **premises** • after the **home** is left **unoccupied** • after the **home** is left **unfurnished** for more than 30 consecutive days. The first €350 of each incident of loss or damage.
7. Escape of water from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.	Loss or damage: • caused after the **home** is left **unoccupied** • caused after the **home** is left **unfurnished** for more than 30 consecutive days • caused by water backing up from any sewer, ditch or drain or any surface water runoff. The first €750 of each incident of loss or damage.
8. Escape of oil from any fixed domestic heating installation.	Loss or damage caused after the **home** is left **unfurnished** or **unoccupied** for more than 30 consecutive days. The first €500 of each incident of loss or damage.

What is insured	What is not insured
	Remediation: The hiring of an environmental expert or contractor unless agreed by us prior to commencement of any remediation works. Remediation will be a risk-based approach meeting current industry standards.
9. Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Loss or damage caused by animals, livestock or pets that you own or are in your care, custody or control. The first €350 of each incident of loss or damage.
10. Falling trees or branches.	The first €350 of each incident of loss or damage.
11. Falling aerials, aerial fittings or masts.	The first €350 of each incident of loss or damage.
12. Breakage of glass. Accidental breakage while in the **home** of mirrors, plate glass tops to furniture, fixed glass in furniture or ceramic hobs.	Damage while any part of the **home** is lent, let or sub-let. Loss or damage caused: • after the **home** is left **unoccupied** • after the **home** is left **unfurnished** for more than 30 consecutive days • by vandals or malicious people lawfully on the **premises**. The first €350 of each incident of loss or damage.
13. Audio, TV and video equipment. Accidental damage while in the **home** to radios, televisions, (including satellite decoding equipment) other audio or video equipment and computer equipment.	Damage: • while any part of the **home** is lent, let or sub-let • caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown • to records and media on which audio and/or visual content is stored; including but not limited to CD's, DVD's, console games, portable hard-drives, etc • to telephones or telephone equipment, • caused by computer viruses. The first €350 of each incident of loss or damage.

What is insured	What is not insured
14. Personal **money**. Accidental loss of or accidental damage to **money** belonging to **you** or a member of your **family**, anywhere in the world, up to €400.	Loss of **money** from the **home** while any part of the **home** is lent, let or sub-let, unless entry to or exit from the **home** is made using violence and force. Stealing of **money** from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit is made using violence and force. Shortages caused by error or omission. Depreciation in value. Losses not reported to the police within 24 hours of discovery. Confiscation or detention by customs or other officials. The first €50 of each loss.
15. **Credit cards**. Financial loss arising from unauthorised use following loss or theft of **credit cards** belonging to **you** or a member of your **family**, up to €650.	Unauthorised use by a member of your **household**. Liability following breach of the terms and conditions of use. Confiscation or detention by customs or other officials.
16. Freezer contents. Deterioration of food or drink caused by: • a change in temperature of the freezer or refrigerator in the **home**, • contamination by accidental escape of refrigerant or refrigerant fumes. **We** will pay for the cost of replacing food and drink unfit for human consumption.	Deterioration resulting from the deliberate act of the supply authority. Any consequence of strikes, labour or political disturbances.
17. **Contents** in the open. The **contents** are insured while in the open within the boundaries of the land belonging to the **home** against loss or damage caused by events in paragraph 1 and paragraphs 3 to 11 of this section. The most **we** will pay is €500.	Any loss, damage or amount shown as not insured under paragraph 1 and paragraphs 3 to 11 of this section. Plants and trees. Loss or damage due to wear and tear, rust or gradual deterioration. The first €350 of each incident of loss or damage.

What is insured	What is not insured
18. **Contents** temporarily removed. The **contents** are insured within the **geographical limits** while temporarily removed from the **premises** against loss or damage caused by: • the events insured in paragraphs 1 to 3 and 5 to 11 of this section • stealing or attempted stealing from: – a bank or safe deposit or in transit directly to or from a bank or safe deposit while in the custody or control of **you** or a member of your **household** – within an occupied building, boat or caravan used for residential purposes or a building where **you** or a member of your **family** are employed, engaged in your/their business or temporarily living – any other building provided entry to or exit from the building is made using violence and force. The most **we** will pay is 15% of the sum insured by this section.	Loss or damage caused by storm, **flood** or falling trees or branches while the **contents** are in transit or in the open. **Contents** in accommodation housing one or more full time students. Theft of **contents** without using violence or force, whether in entering or exiting a building or otherwise. Property removed for sale or exhibition or to a furniture depository. Stealing of **money**. Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section. The first €350 of each incident of loss or damage.
19. **Household** removal. Accidental loss of or accidental damage to the **contents** while they are: • being moved by professional furniture removers to your new **home** within the **geographical limits** • in temporary storage, for up to 7 days in a furniture depository.	**Money**, gold or silver articles, jewellery or furs. Loss or damage: • if **you** have arranged other insurance • not reported to **us** within 7 days of delivery to the new **home**. Cracking, scratching or breakage of china, glass or similar brittle articles, unless packed by professional packers. The first €350 of each incident of loss or damage.

What is insured	What is not insured
20. Accidental loss of oil or metered water. Loss of: • oil from a domestic heating installation • metered water following accidental damage to the domestic water or heating installation. The most **we** will pay is €1,000.	Loss or damage due to wear and tear, rust or gradual deterioration of any water or oil apparatus or installation. The first €350 of each incident of loss or damage.
21. Title deeds. The cost of preparing new title deeds to the **premises** if they are lost or damaged by a cause insured under the events in paragraphs 1 to 11 of this section while in the **home** or while kept in your bank for safe-keeping. The most **we** will pay is €650.	Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section.
22. Fatal Accidents. Fatal injury to **you** and/or your spouse or partner as a direct result of: • fire, accident or assault, in the **premises**, • an accident while travelling within the **geographical limits** as a fare-paying passenger in any road or rail vehicle, • assault in the street within the **geographical limits**, provided death follows within 12 months of the injury. The maximum amount payable by **us** is €3,250 in respect of any one incident.	

What is insured	What is not insured
23. Rent and alternative accommodation. If the **home** is made uninhabitable by damage from any cause insured by this section **we** will pay for: • rent which continues to be payable by **you** • the reasonable extra cost of comparable alternative accommodation if **you** occupy the **home** • the reasonable cost of temporary storage of furniture • the reasonable extra cost of temporary accommodation for domestic pets but only during the period necessary to reinstate the **home** to a habitable condition. The work of reinstatement or repair must be done without delay. The most **we** will pay under this paragraph is 20% of the sum insured by this section.	
24. Replacement of locks. The cost of replacing and fitting outside door locks to the **home** if the keys of such locks are stolen. The most **we** will pay is €700.	The first €350 of each incident of loss or damage.
25. Tenant's liability. Your legal liability as tenant for loss or damage to the **buildings** caused by an event in paragraphs 1 to 14 and 17 of section A – Buildings. The most **we** will pay is 10% of the sum insured by this section.	Any loss or damage or amount shown as not insured under paragraphs 1 to 14 of Section A – Buildings.

What is insured	What is not insured
26. Liability to domestic employees. Any amounts which **you** or a member of your **family** become legally liable to pay as damages for **bodily injury** to your domestic employees (including chauffeurs, grooms, gardeners and temporary and occasional employees or any person carrying out repairs or decorations) directly employed by **you** or a member of your **family** in connection with your **premises** or any temporary residence within the Republic of Ireland. The most **we** will pay for any one event or series of events constituting one occurrence is €2,600,000 inclusive of all legal fees and other expenses incurred by any person other than **you** relating to the claim. We will also cover any legal fees and expenses incurred by **you** (relating to the claim) with our written consent. Where **we** agree to indemnify more than one party then nothing in this policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.	Liability for: • **bodily injury** to any person employed by **you** or a member of your **family** for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act • **bodily injury** to any member of your **family** or any other person permanently residing with **you** other than domestic employees • **bodily injury** to any person in the course of their duties, where employed by you or a member of your family, when administering drugs, medication or the lifting of an individual • **bodily injury** to any person under a contract for service.
27. Liability to the public. Any amounts which **you** or a member of your **household**: as occupier of the **premises** or any other building, boat or caravan used as temporary holiday accommodation as private individuals anywhere in the Republic of Ireland, Great Britain, the Isle of Man, the Channel Islands or Northern Ireland or elsewhere for 30 days become legally liable to pay as compensation for an accident occurring during the period of insurance which causes **bodily injury** to any person or loss of or damage to property.	Liability arising directly or indirectly from: • an agreement which imposes a liability which **you** or a member of your **household** would not otherwise have been under • ownership of any land or building • any business, profession or trade • racing, hunting or playing polo • any wilful, malicious, deliberate or reckless act • the transmission of Human Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused • the transmission of any communicable disease, by **you** or a member of your **household**

What is insured	What is not insured
The most **we** will pay for any one event or series of events constituting one occurrence is €1,300,000 inclusive of all legal fees and other expenses incurred by any person other than you relating to the claim. We will also cover any legal fees and expenses incurred by **you** (relating to the claim) with our written consent.	• any construction, structural alteration, demolition or extension work. Liability arising directly or indirectly from the ownership or use of: • aircraft (except toys and models) • **PPT's** and mechanically propelled vehicles (MPV's) including e-bikes classed as MPV's (except domestic garden implements used within the boundary of the **premises**, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control) • any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act • watercraft (except toys and models) sailboards or hovercraft • firearms (except shotguns or airguns used for sporting activities) • animals (except horses and pets which are normally domesticated in the Republic of Ireland). Liability arising directly or indirectly from the ownership, possession, use or control of: • dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations • horses is not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 or amendments thereto.

What is insured	What is not insured
	Liability for: • **bodily injury** to a member of your **household** or any other person permanently residing with **you**, or to a person under a contract of service or apprenticeship with **you** or a member of your **family** • loss or damage to property owned or held in trust by or in the custody or control of **you** or a member of your **household** or any other person permanently residing with **you** • the first €125 of each incident of loss or damage in respect of temporary holiday accommodation.
28. Fire abrigade 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 **contents**. The most **we** will pay is €2,000 for **buildings** and/or **contents**.	
29. Christmas gifts. The sum insured by this section is automatically increased by 10% during the month of December only, to insure gifts and extra food and drink bought for the Christmas season.	
30. Wedding gifts. The sum insured by this section is automatically increased by 10% to insure wedding gifts during the period of one month before and one month after the wedding day of **you** or a member of your **family**.	Losses that can be recovered under another insurance.

What is insured	What is not insured
31. Extended accidental damage. The **contents** are insured while in the **home** against any accidental damage in addition to the events under paragraphs 1 to 13 of this section.	**Contents** lost in the **home**. Damage to clothing (including furs), hearing aids, contact lenses, **money**, stamps, coins or medals, food or drink, mobile phones, dentures, tablets, laptops, hearing aids. Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles. Damage caused by or arising from: • wear and tear or gradual deterioration • gradually operating causes • insects, parasites or vermin • corrosion, fungus, mildew or rot • atmospheric or climatic conditions, frost or the action of light • alteration, repair, maintenance, restoration, dismantling, renovation or breakdown • chewing, scratching, tearing or fouling by domestic pets belonging to **you** or a member of your **household** • computer viruses • any process of cleaning, drying, dyeing, heating or washing • faulty design or workmanship or the use of faulty materials • demolition, structural alteration or structural repair of the **buildings** • any paying guest or tenant. Any loss, damage or amount shown as not insured under paragraphs 1 to 13 of this section. The first €350 of each incident of loss or damage.

Section B: Contents – Settling Claims

We will pay, at our option, the full cost of replacement as new, or repair, of the **contents** lost or damaged or, at our option, **we** will replace the **contents** or arrange for the repair work to be carried out.

However, this will be subject to the following:

Underinsurance

Our liability for repair or replacement as new of **contents** following insured loss or damage shall not exceed the sum insured on **contents** at the time of loss or damage.

To safeguard your financial interest in your property **you** must insure the full replacement value as new of your **contents**. Failure to do so will result in your claim settlement being reduced.

The **contents** sum insured as stated in the schedule is subject to the following condition of average:

If the sum insured on **contents** at the time of the insured loss or damage is less than the cost of replacing as new all the **contents** covered by this policy and such difference is greater than 15% of the replacement cost as new, **we** will pay only that proportion of the loss or damage which the sum insured bears to the cost of replacing as new all the **contents** covered by this policy.

Wear and Tear

We will deduct an amount for wear and tear:

- for clothing, furs and linen
- for floor coverings more than 12 months old where a claim arises under paragraph 31, Extended accidental damage.

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

- **We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched
- The most **we** will pay under paragraphs 1 to 13, 16, 19, 20 and 31 is the sum insured by this section subject to the condition of average but see also the limitations on pages 12-14 with regard to collections of stamps, coins or medals, satellite dishes, receivers, ancillary equipment and **valuable property**.
- Where the damaged or lost item can be repaired or replaced with an item of similar quality, **we** may at our option either arrange or authorise replacement. If an exact replacement is not available, **we** may either arrange or authorise replacement with an item of similar quality. Where the replacement or repair of any item results in an increase in the value of that item **we** may make a deduction in respect of Betterment.

- If **you** do not replace (for a reason that is explained and reasonable) an article which is lost, or damaged beyond economical repair, **we** will pay the resale market value only.

We will not pay:

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

Index Linking

At renewal we will adjust the sum insured (but not any monetary limits) in line with the relevant sections of the Consumer Price Index as issued by the Central Statistics Office.

This adjustment of the sum insured will:

- be subject to a minimum increase of 1% in the consumer price index during the period of insurance
- continue after any insured loss or damage if required repairs or reinstatement are carried out without delay.

It is important to note that index-linking is not specific to your contents and relying on index-linking alone may not be sufficient to protect you from underinsurance. It is vital that you review your sum insured regularly to ensure you have adequate cover to meet your needs, particularly where you have added to your contents.

Section C: Family Personal Accident

Meaning of Words

Insured person or **insured people**

You, your spouse/partner and your children up to the age of 16 who are all permanently living in the **home**.

Loss of limb

Total loss by physical separation at or above the wrist or ankle, or permanent total loss of use of an entire hand, arm, foot or leg.

Loss of sight

Total and irrecoverable loss of all sight of one or both eyes.

Permanent disability

Total inability to attend to any occupation or profession which, 52 weeks after the injury, is proved to our satisfaction to be permanent.

Other words with special meanings in this section are defined on pages 12-14.

Table of benefits

If physical injury is the only and direct cause of:	You or your spouse/partner	Child up to 16 years
A. Death	€6,500	€650
B. Loss of one or more limbs	€6,500	€6,500
C. Loss of sight	€6,500	€6,500
D. Permanent disability	€6,500	€6,500

The cover

What is insured	What is not insured
1. **We** will pay the amount shown in the Table of Benefits if any of the **insured people** suffers physical injury anywhere within the **geographical limits** as a result of an accident during the period of insurance. **We** will pay benefit only if death, **permanent disability**, **loss of limb** or **loss of sight** occurs within twelve months of the date of the accident. Only one benefit will be payable to each **insured person** for any one accident. 2. Physical injury includes exposure resulting from an accident to any aircraft, vehicle or vessel, in or on which the **insured person** is travelling. 3. **We** will pay the death benefit if an **insured person** disappears and after a reasonable time there is satisfactory evidence to presume that death as a result of physical injury as described above has occurred. A full refund must be made if it is later found that death has not occurred.	This applies to paragraphs 1 to 3. Any **insured person** suffering physical injury while: • working as a professional entertainer, bus, coach or heavy lorry driver, farm labourer, window cleaner, removal contractor, demolition worker, steel erector, oil rig worker, trawlerman, diver, miner, quarryman • working at heights in excess of 30 feet or depths 5 feet below ground level • working with power-driven wood-working machinery • a member of the Armed Forces or Gardaí • on duty as a member of the Merchant Navy or Fire Brigade. Physical injury occurring while: • an **insured person** is motor-cycling, racing (except on foot), hunting or playing polo, mountaineering or pot-holing, parachuting, bungee-jumping or hang-gliding or playing any sport professionally • an **insured person** is flying (except as a fare-paying passenger). Physical injury caused by an **insured person** being insane or under the influence of drink or drugs, committing suicide or any act of intentional self-injury or self-exposure to unnecessary danger, being or having been pregnant, or taking part in riot, or civil, labour or political disturbance. Any **insured person** aged 60 or over.

Special conditions

You must notify **us** as soon as reasonably possible, and always within 30 days, of an accident likely to cause a claim.

We shall be entitled to call for:

- an examination by a medical referee appointed by **us** for a non-fatal injury
- a post-mortem examination if death occurs.

Section D: All Risks

Meaning of Words

Words with special meanings in this section are defined on pages 12-14.

The cover

What is insured	What is not insured
The property all belonging to or the legal responsibility of **you** or a member of your **household** and listed under any Item number in this section is insured against accidental loss or damage anywhere in the **geographical limits** and elsewhere for 60 days in any one period of insurance if the schedule shows that **you** have selected this section.	Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials. Losses of individual charms unless soldered to the bracelet. Breakage of strings, reeds or drum heads on musical instruments. Musical instruments and photographic equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes. Deeds, bonds, bills of exchange, securities, documents, manuscripts, business, professional or trade goods or equipment. Property more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses or reduces the claim.

What is insured	What is not insured
Item 1 – Unspecified Personal Possessions Unspecified personal possessions, meaning jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, musical instruments, prams and the like and other personal possessions normally worn or carried on the person and unspecified clothing (including furs). The most **we** will pay for any one article, set or collection is 33⅓% of the sum insured by this Item or €1,275 whichever is the less. **Special Automatic Cover:** Provided cover is operative under section B – Contents, the Policy automatically includes cover under this item for unspecified personal possessions up to €1,275. The most **we** will pay for any one article, set or collection under this automatic cover is €650. Where **you** have selected additional cover, the most **we** will pay for any one article, set or collection is 33⅓% of the combined sum insured under Item 1 or €1,275, whichever is the less.	Any article insurable under sections: E – Sports Equipment or F – Pedal Cycles. **Money** of any kind, contact lenses, dentures, camping equipment, guns or tools, hearing aids, tablets and laptops. Stealing of property from an unattended road vehicle unless from a locked boot. Mobile phones of any description. The first €100 of each incident of loss or damage.
Item 2 – Specified Items Specified items listed in the schedule. The most **we** will pay is the sum insured for the individual items.	The first €50 of each incident of loss or damage.

Settling Claims

We will pay, at our option and subject always to the limits specified in the Special Automatic Cover or Unspecified Personal Possessions Cover or the Specified Items Cover (as applicable), the full cost of repair, or reinstatement as new, of the article lost or damaged or, at our option, **we** will replace the article or arrange for its repair. However, this will be subject to the following deductions where so required:

- Underinsurance (in relation to Item 2 – Specified Items only)
  - Our liability for repair or reinstatement following insured loss or damage to an article shall not exceed the relevant sum insured at the time of loss or damage.
  - To safeguard your financial interest in your property **you** must insure the full reinstatement value of each article. Failure to do so will result in your claim settlement being reduced.
  - The sum insured for an article under Item 2 – Specified Items in this All Risks section is subject to the following condition of average:

    If the relevant sum insured for an article at the time of the insured loss or damage is less than the cost of replacement as new and such difference is greater than 15% of the replacement cost as new, **we** will pay only that proportion of the loss or damage which the sum insured bears to the cost of replacement as new of the article.
- Wear and Tear (in relation to Item 1 – Unspecified Personal Possessions/Special Automatic Cover and Item 2 – Specified Items)
  - **We** will deduct an amount for wear and tear for clothing and furs.
- If it is necessary to make a deduction for wear and tear as above, then for the purposes of determining whether or not there is underinsurance for the relevant article (for Item 2 – Specified Items purposes), the cost of reinstating as new that article, less the deduction for wear and tear, will be compared with your actual sum insured.
- **We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched
- If **you** do not replace (for a reason that is explained and reasonable) an article which is lost, or damaged beyond economical repair, **we** will pay the resale market value only.

Section E: Sports Equipment

Meaning of Words

Words with special meanings in this section are defined on pages 12-14.

The cover

What is insured	What is not insured
The property all belonging to or the legal responsibility of **you** or a member of your **household** and listed under any item in this section is insured against accidental loss or damage anywhere in the **geographical limits** and elsewhere for 60 days in any one period of insurance if the schedule shows that **you** have selected this section.	Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials. Damage to guns by internal explosion. Sports equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes. Property more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses or reduces the claim.
Sports equipment and clothing for those sports shown in the schedule. The most **we** will pay is the sum insured for the individual items.	Loss or damage to: • angling tackle while being used for shark or tunny fishing, • shuttlecocks and balls in play. Damage while in use to cricket bats, squash, badminton and tennis rackets, racket strings, golf clubs or skiing equipment. The first €50 of each incident of loss or damage.

Settling claims

We will pay the full cost of replacement as new or repair of the article lost or damaged less an amount for wear and tear in respect of clothing or at our option **we** will replace the article or arrange for its repair. If **you** do not replace the article which is lost or damaged beyond economical repair **we** will pay the resale market value only.

Section F: Pedal Cycles

Meaning of Words

Words with special meanings in this section are defined on pages 12-14.

The cover

What is insured	What is not insured
The property all belonging to or the legal responsibility of **you** or a member of your **household** and listed under any item in this section is insured against accidental loss or damage anywhere in the **geographical limits** and elsewhere for 60 days in any one period of insurance if the schedule shows that **you** have selected this section.	This applies to all items of this section. Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, corrosion, the action of light, any process of cleaning, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials. Pedal cycles owned or held in trust by or in the custody or control of any person who uses such property for professional purposes. Property more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses or reduces the claim.
Pedal cycles, including accessories, shown in the schedule. The most **we** will pay is the sum insured for the individual items.	Lamps, tyres or accessories unless the pedal cycle is lost or damaged at the same time. Loss or damage while the pedal cycle is being used for racing, pacemaking or trials. Theft of a pedal cycle outside the **home** unless from a locked building or immobilised by a security device. The first €50 of each incident of loss or damage.

Settling claims

We will pay the full cost of replacement as new or repair of the article lost or damaged or at our option **we** will replace the article or arrange for its repair. If **you** do not replace the article which is lost or damaged beyond economical repair **we** will pay the resale market value only.

Section G: Trailer Caravans

Meaning of Words

Words with special meanings in this section are defined on pages 12-14.

The cover

What is insured	What is not insured
4. **We** insure the property shown in the schedule belonging to or the legal responsibility of **you** or a member of your **household** against accidental loss or damage while: • in the Republic of Ireland and the United Kingdom including transit by sea • in the continent of Europe for 60 days in anyone period of insurance including transit by sea.	This applies to both Items of this section. Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials. Loss or damage while the caravan: • is let for hire or reward or used as a permanent residence • is being used other than for social, domestic or pleasure purposes. Loss or damage by storm or **flood** unless the caravan is anchored at each corner of the chassis by chains or wire hawsers to standard anchorage screws except: • when the caravan is being towed or is temporarily detached during the course of a journey • when the caravan is laid up at the Insured's permanent residence either under cover or otherwise reasonably protected from high winds. Property more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses or reduces the claim. The first €50 of each incident of loss or damage.

What is insured	What is not insured
Item 1. The caravan and its equipment, including awnings, fixtures, fittings, furnishings and utensils, in or on the caravan. The most **we** will pay is the sum insured by this item.	Damage to tyres by road punctures, cuts or bursts. Loss of or damage to awnings by storm or **flood**.
Item 2. Personal possessions while in the caravan or awning or in the vehicle towing the caravan. The most **we** will pay for any one article, set or collection is €130. The most **we** will pay in total is the sum insured by this Item.	Deeds, bonds, bills of exchange, securities, documents, manuscripts, stamps, coins, medals or **money**.
5. **We** will pay the reasonable cost of protecting and removing the caravan to the nearest specialist repairers if it is disabled through damage insured by this section.	
6. **We** will pay the reasonable cost of delivering the caravan after such repair to your **home**.	
7. **We** will pay the necessary cost of dismantling or removing the debris of the caravan if it is damaged by an event insured by this section. The most **we** will pay is 5% of the sum insured by paragraph 1, Item 1 of this section.	

What is insured	What is not insured
8. Any amounts which **you** or a member of your **household** become legally liable to pay as compensation for an accident caused by, through, or in connection with, the caravan and its equipment, which results in **bodily injury** to a person or loss of or damage to property. The accident must occur during the period of insurance. The most **we** will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by **us** in writing.	Liability arising directly or indirectly from an agreement which imposes a liability which **you** or a member of your **household** would not otherwise have been under. Liability for: • **bodily injury** to a member of your **household** or to a person under contract of service or apprenticeship with **you** or a member of your **family** • an accident caused directly or indirectly by a vehicle towing a caravan or by the caravan or its equipment while being towed. Liability while the caravan: • is let for hire or reward • is being used other than for social, domestic or pleasure purposes. Liability arising directly or indirectly from the ownership or use of any trailer caravan whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.

Settling claims

Item 1

We will pay the cost of replacement or repair of the property lost or damaged, or at our option replace the **property** or arrange for the repair work to be carried out, after taking off an amount for wear and tear. If to our knowledge the property is the subject of a hire-purchase or leasing agreement and **you** do not replace or repair the property that is lost or damaged **we** will make any payment to the owner. The owner's receipt will be a full and final discharge of our liability under this Item.

Underinsurance

If the sum insured on the caravan and its equipment at the time of the insured loss or damage is less than the cost of their replacement as new (after deduction for wear and tear) **you** shall be considered as being your own insurer for the difference and **we** will pay only the proportion of the loss or damage which the sum insured bears to such cost.

Item 2

We will pay the full cost of replacement as new or repair of the **property** lost or damaged or at our option **we** will replace the **property** or arrange for repair work to be carried out.

However, **we** will take off an amount for wear and tear:

- for clothing and linen
- if at the time of the loss or damage the sum insured does not represent the full cost of replacement of all the **property** insured as new after allowing for deterioration of clothing and linen
- if **you** do not repair or replace the **property**.

Underinsurance

If the sum insured on personal possessions in the caravan or awning or in the vehicle towing the caravan at the time of the insured loss or damage is less than the cost of their replacement as new (after deduction for wear and tear in respect of clothing and linen) **you** shall be considered as being your own insurer for the difference and **we** will pay only that proportion of the loss or damage which the sum insured bears to such loss.

If it is necessary to make an allowance for wear and tear then the cost of replacement as new less the allowance for wear and tear will be compared with your actual sum insured. **You** will only be paid that proportion of the loss or damage which your sum insured bears to this cost of replacement.

Section H: Boats

Meaning of Words

Property

The craft and its equipment shown in the schedule and belonging to or the legal responsibility of **you** or a member of your **family**.

Other words with special meanings in this section are defined on pages 12-14.

The cover

What is insured	What is not insured
1. The **property** is insured against accidental loss or damage while: • ashore • in transit or afloat on inland and coastal waters of the **geographical limits** or Europe. Item 1 The craft, trolley, life-jackets, buoyancy aids and water-skis. Item 2 The outboard motor. Item 3 The trailer.	The **excess** shown in the schedule for each incident of loss or damage (except total loss or damage of the craft). Loss or damage caused by wear and tear or gradual deterioration, depreciation, corrosion, rot, mildew, fungus, breakdown, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials. Loss or damage while the **property**: • is let for hire or reward • is being used other than for social, domestic or pleasure purposes. Stealing of gear and equipment unless entry or exit is made using violence and force or removal involves violence and force. Stealing of an outboard motor unless it is secured by an anti-theft device as well as its normal method of attachment. Stealing of a sailboard: • from a car roof rack unless the sailboard is secured by an anti-theft device as well as its normal method of attachment • unless entry or exit is made using violence and force or removal involves violence and force. Loss or damage while the craft is left unattended at anchor or afloat on moorings (except as agreed by **us** in writing). Loss or damage to propellers while in use on craft with outboard motors of over 17hp or inboard machinery with a design speed of over 32kph.

What is insured	What is not insured
2. **We** will pay for all salvage charges and necessary expenses incurred in minimising or averting a claim under paragraph 1 of this section.	Liability arising directly or indirectly from an agreement which imposes a liability which **you** or a member of your **family** would not otherwise have been under. Liability: • for **bodily injury** to workmen or others whom **you** employ for any reason in connection with the **property** • occurring while the **property** is in transit by road • occurring while a person is being towed or is preparing to be towed by the craft in connection with paragliding, hang-gliding, water-skiing or ski-kiteing or similar sports or after the person has been towed until safely aboard the craft again. Liability while the **property**: • is let for hire or reward • is being used other than for social domestic or pleasure purposes. Liability arising directly or indirectly from the ownership or use of vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.
3. Any amounts which **you** or a member of your **family** become legally liable to pay: • as compensation for an accident causing **bodily injury** to a person or loss of or damage to **property** • for the cost of any attempted or actual raising, removal or destruction of the wreck of the craft or any neglect or failure to do so. The accident must occur during the period of insurance and arise from the ownership or use of the **property** by **you** or a member of your **family**.	

What is insured	What is not insured
This paragraph applies equally to a person who, with your permission, is navigating or in charge of the craft or being towed on water-skis by the craft. The most **we** will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by **us** in writing.	

Special conditions applying to all craft with outboard motors of over 17hp or inboard machinery with a design speed of over 32kph.

When the craft is underway **you** or another competent person must be on board and in control. Any trailer left unattended must be immobilised or fitted with an anti-theft device.

The craft must not be used in an official race or speed test.

If the craft has inboard machinery there is no insurance under this section for fire or explosion or liability resulting from them unless the craft is equipped with either an automatic or a remote controlled fire extinguisher with discharge head in the engine compartment which is properly installed and maintained in efficient working order.

Settling claims

We will pay the cost of replacement or repair of the **property** lost or damaged including associated necessary expenses but **we** may at our option replace or repair the **property** that is lost or damaged.

If **we** take this option:

- **you** shall send **us** when required all such plans, specifications and information as **we** may deem necessary
- **we** will replace or repair the **property** in a reasonable manner even though it may not be restored exactly to its former appearance and condition.

The most **we** will pay:

- for sails or protective covers that are more than three years old is two thirds of the replacement cost
- for outboard motors is the sum insured by Item 2 of this section or the market value at the time of the loss or damage whichever is the less
- under paragraph 1 is the sum insured in respect of each Item of this section.

Section I: Family Legal Protection

Meaning of Words

Events

The incident or transaction, or series of incidents or transactions which may lead to a claim being made under this section. In employment disputes arising from a dismissal the **event** shall mean the effective date of termination of employment in respect of unfair, wrongful or constructive dismissal proceedings. A series of incidents or transactions linked by cause or time shall be deemed to be one event. The most **we** will pay for any one claim or number of claims under any part of this Section arising from one **event** is €65,000.

Insured person

You or a member of your **family**.

Family:

Your spouse or partner and children under 23 years of age all permanently living in the **home**.

Legal costs and expenses:

The legal fees and costs of **legal proceedings** incurred by an **insured person**.

- Reasonable and proper payments made by the **solicitor** arising from **legal proceedings** on behalf of an **insured person**.
- Costs of any civil proceedings incurred by another person for which an **insured person** may be made liable by court or may pay with our consent which are not recoverable elsewhere.

Legal proceedings

Pursuit or defence of civil litigation, tribunal or arbitration proceedings or appeals arising from them in respect of any matter described as insured under the Section which are subject to the jurisdiction of a Court of Law within the **geographical limits**. The pursuit or defence as appropriate must be approved in advance by **us** and be for damages, specific performance or injunction.

Solicitor

The solicitor or firm of solicitors or any other suitably qualified person, firm or company nominated to act for an **insured person** (See condition 14).

Geographical Limits:

The Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey.

Other words with special meanings in this section are defined on pages 12-14.

What is insured	What is not insured
4. **Legal costs and expenses** of **legal proceedings** in order to pursue a claim directly arising from one of the following **events** which occurs within the period of insurance and within the **geographical limits**: • the death or personal injury of an **insured person** or loss or damage to his or her personal effects, • physical damage to an **insured person's** permanent place of residence.	Appeals unless the **insured person** notifies **us** in writing of his or her wish to appeal at least six workings days before the deadline for giving notice of appeal expires, and **we** consider the appeal to have a reasonable chance of success. **Legal costs and expenses** incurred: • before **we** have written to confirm acceptance of a claim • where the **insured person** moves permanent residence outside the Republic of Ireland • abroad by the **solicitor** in the Republic of Ireland. **Legal costs and expenses** greater than **we** have approved. **Legal costs and expenses**, fines or other penalties which a Court of Criminal Jurisdiction orders an **insured person** to pay. Claims made or considered against **us**. Claims made by **insured persons**: • against **you** • amongst themselves. Claims directly or indirectly caused by, contributed to, or arising from: • an **insured person's** business, profession or trade unless the claim relates to the breach of his or her contract of employment in relation to unfair dismissal • contracts of employment in respect of Company Directors • shares in a limited Company or a share in the partnership of a firm • any venture for gain • deliberate or criminal act or omission of an **insured person** • any work carried out in, on, or for the benefit of land or **buildings** other than the **insured person's** permanent place of residence

What is insured	What is not insured
	• the planning or the construction or structural alteration of **buildings** or parts of them • **subsidence**, mining or quarrying • patents, copyrights, trademarks, merchandise marks, registered designs, intellectual or artistic property, secrecy and confidentiality agreements • libel or slander • rent registration, rent reviews, leasehold enfranchisement or any matters which in the first instance fall within the jurisdiction of rent, rates or land tribunals or any appeals relating thereto • lease or tenancy disputes concerning a flat in a building containing more than four flats • divorce, matrimonial matters, cohabitation, inheritance or **family** disputes • planning including town and country planning • any works by or under the order of any government or public or local authority • any mechanically propelled vehicle whether on land, sea or in the air, owned, driven or used by the **insured person**, or for which he or she is legally responsible, including any caravan or trailer whilst it is attached to a motor vehicle. This shall not apply to death or personal injury to an **insured person** or loss or damage to his or her personal goods where he or she is a passenger in such vehicle • the **insured person's** participation in motor racing, rallying, reliability trials, pacemaking, speed testing or for any purpose in connection with the motor trade.

What is insured	What is not insured
	The **insured person's** travelling expenses, subsistence allowances or compensation for absence from work. Any **legal costs and expenses** more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses the claim. Legal fees and costs of an expert witness, unless **we** have agreed in advance to the calling of the witness. **Legal costs and expenses** incurred if an **insured person** withdraws instructions from the **solicitor** or from the **legal proceedings**. **Legal costs and expenses** if **we** are not satisfied that the **insured person** has sufficient assets to meet any judgement. Applications for a judicial review. Any claim arising under the Anti Discrimination Pay Act 1974 and amending legislation.
5. **Legal costs and expenses** of **legal proceedings** arising directly from the following **events** which occur within the period of insurance and within the **geographical limits** in order to pursue or defend the contractual rights or duties of an **insured person** arising out of a contract: • for the purchase or hire of goods or services for the private use of an **insured person**. This includes the purchase of an **insured person's** permanent place of residence • where the **insured person** rents, as a tenant, his or her permanent place of residence • for the sale of privately owned goods by an **insured person**, including the sale of the **insured person's** permanent place of residence	

What is insured	What is not insured
• of employment entered into by an **insured person** but only in respect of unfair dismissal. At least €125 must be in dispute and the **event** must first occur at least 90 days after the insurance started except in respect of contracts entered into after the first period of insurance has started.	
6. **Legal costs and expenses** of **legal proceedings** in order to pursue or defend a claim directly arising from the following **event** which occurs within the period of insurance and within the **geographical limits**: • an infringement of an **insured person's** legal rights arising from his or her ownership or occupation of their permanent place of residence. The **event** must first occur at least 90 days after the first period of insurance has started and the alleged infringement must not have been known or anticipated by the **insured person**.	

Conditions

1. An **insured person** must tell **us** in writing as soon as reasonably possible and within 180 days in any event, about any matter which may result in a claim being made under this section. A failure to comply could result in your claim being refused, where **we** are prejudiced.
2. If, after receiving a claim **we** decide that:
   - the **insured person's** prospects of success in **legal proceedings** are insufficient
   - the interests of the **insured person** would be better served by another course of action
   - **we** cannot agree to the claim

   we will write to the **insured person** giving our reasons. Subject to the rest of this condition, **we** will not then be bound to pay any **legal costs and expenses** for this claim. If the **insured person** is not satisfied with our decision the dispute must be resolved in accordance with condition 12.
3. An **insured person** must:
   - give proper instructions
   - provide information at his/her expense
   - not do anything to prejudice his/her case.
4. If any person is ordered, or agrees, to pay an **insured person** all or any **legal costs and expenses**, charges or compensation either in full or by instalments, the **insured person** will do everything possible (subject to our directions) to recover the **money** and hold it on our behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed, to pay by way of costs.
5. **We** will not be bound by any promise or undertaking given by an **insured person** to the **solicitor** unless **we** agree in advance and confirm this in writing.
6. An **insured person** will send **us** all bills for **legal costs and expenses** immediately on receiving them.
7. **We** will have direct access to the **solicitor** at all times. The **insured person** will instruct the **solicitor** to send **us** immediately any relevant documents, information or advice. The **insured person** will give the **solicitor** any other instructions that the **solicitor** or **we** may reasonably require.
8. The **insured person** or the **solicitor** will notify **us** immediately in writing before acceptance of the making of any offer or payment into court with a view to settlement. If the **insured person** does not accept this offer or payment and **we** consider that the outcome of the case will be equally or less favourable to the **insured person** than the offer or payment, **we** shall only be liable for any further **legal costs and expenses** after the offer or payment was made if **we** have given our authority for the case to continue.
9. If an **insured person** is unsuccessful in **legal proceedings**, he or she may not take further legal action in the same case at our expense without prior written permission.

10. If **we** request it, an **insured person** must require the **solicitor** to send his bill to be examined or certified by the Incorporated Law Society of Ireland or any other appropriate body.

11. **We** have the right to cancel this section by giving 14 days notice in writing by registered letter to your last known address and return to **you** the amount of premium in respect of the unexpired period of insurance.

12. If there is a dispute under this section it will be referred to an arbitrator in accordance with the law at the time. The arbitrator will be a **solicitor** or barrister jointly agreed by the **insured person** and **us**. The arbitrator's decision will be final and will be accepted by the **insured person** and **us**.

13. The cover under this section is operative only in respect of actions which can be brought in a Court of Law within the **geographical limits**.

14. The **insured person** reserves the right to appoint a **solicitor** of their own choosing, but subject to our standard conditions of appointment (including as to hourly rates) which apply to our panel of **solicitors**, which conditions are available on request.

    In the meantime **we** may appoint a **solicitor** to act on behalf of the **insured person** to safeguard his or her interests.

15. If the **insured person** dies **we** will insure his or her legal personal representatives to pursue claims covered by this section arising from that death provided they keep to the terms of this section.

Making a claim

1. To make a claim use the Family Legal Claims telephone number (01) 207 3035 and give details of your claim. **You** will be required to complete a claim form.

2. If the claim is accepted **we** will write to confirm this. The **insured person** reserves the right to appoint a **solicitor** of their own choosing, subject to the terms of Condition 14 above.

3. **We** may investigate the case and, subject to the final approval of the **insured person** (which will not be unreasonably withheld), try to settle it if involving a matter being defended by **you**.

4. The **insured person** must co-operate with **us** and keep **us** informed of all important developments.

5. The administrator of this scheme on our behalf is ARAG Legal Protection Limited. Reg No 639625.

6. All letters to **us** must be sent to the Claims Department, ARAG Legal Protection Limited, 1 Hatch Street, Dublin 2, D02, PY28. Our letters will be sent to the address shown on the schedule or, if **we** accept the claim, to the address of the **solicitor**.

Policy Conditions

These conditions apply to all Sections of this Policy.

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

1. Protection of Property and Prevention of Accidents

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

2. Fraudulent Claims

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

(a) refuse to pay the claim; and

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

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

3. Cancellation

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

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

4. Arbitration

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

5. Liability Following Death

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

6. Change in Circumstances

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

- change of name, address or occupation
- change to the use or occupancy of the insured premises
- changes or additions to the structure of the insured property (e.g. the use of any non-standard building materials or deterioration of the condition of the property) or any plans to make changes to the insured property
- any claim or losses, whether insured or not, made in connection with any other properties owned or occupied by **you**
- if there are any criminal offences that **you** or others residing with **you** have been cautioned for, convicted of, or charged but not yet tried for
- any changes to:

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

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

  (iii) the declarations made by or on behalf of **you**; and/or

  (iv) any additional information voluntarily provided.

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

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

7. Claims

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

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

8. Credit Cards

You must report the loss of any credit card to the issuing company and to the Police within 24 hours of discovery.

9. Salvage

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

10. Abandonment of Property

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

11. Negotiation or Settlement of Claims

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

12. Subrogation

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

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

13. Other Insurances

If at the time of a claim there is any other policy covering anything insured by this Policy (except as provided under section C) **we** will be liable only for our proportionate share.

14. Excess

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

15. Insurance Act 1936

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

16. Instalment Defaults

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

17. Stamp Duties Consolidation Act 1999

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

18. Premium Alterations

If an alteration to the policy results in an additional premium due to the Insurer or a refund premium due to the Insured, **we** will only charge or refund such premium provided the amount involved is greater than or equal to €10.

19. Let Properties

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

20. (1)Pre-contractual Representations

You acknowledge and accept the following:

(a) **you** have a legal duty prior to entering into this Policy and/or prior to the renewal of this Policy to provide responses to questions asked by **us** in relation to the risk(s) to be insured.

(b) a matter about which **we** ask a specific question is material to the risk undertaken by **us** or the calculation of the premium by **us**, or both.

(c) **you** have a legal duty to answer all questions asked by **us** honestly and with reasonable care.

(d) while **we** acknowledge that **you** have no legal duty of voluntary disclosure, **you** shall ensure that information which is voluntarily provided by **you** or on your behalf is provided honestly and with reasonable care.

(2) Remedies for Misrepresentation

(a) The term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** or on your behalf involves a negligent misrepresentation, the remedy available to **us** shall reflect what **we** would have done had **we** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:

(i) if **we** would not have entered into the Policy on any terms, **we** may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;

(ii) if **we** would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if **we** so require;

(iii) if **we** would have entered into the Policy, but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on the relevant claim.

(b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, **we** may either:

(i) give notice to **you** that in the event of a claim **we** will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or

(ii) terminate the Policy by giving reasonable notice.

(c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** or on your behalf involves a fraudulent misrepresentation, or where any conduct by **you** or on your behalf (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, **we** shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

21. Effect of Continuing Restrictive Conditions

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

(a) **you** breach any such term; and

(b) during the period of breach **you** suffer a relevant loss; and

(c) such breach increased, in the circumstances concerned, the risk of the loss suffered by **you**, we will have no liability for the loss.

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

22. Subrogation Limits

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

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

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

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

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

Policy Exceptions

These exceptions apply to all Sections of this Policy.

The Policy does not cover:

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

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

   For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

   This endorsement also excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

   If **we** allege that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **you**.
9. Any loss or damage caused by faulty materials, faulty design or faulty workmanship.

10. Any expense, cost, consequential loss, liability or loss of or damage caused by, or directly or indirectly arising from or in connection with:

    - the loss of, alteration of or damage to or;
    - a reduction in the functionality, availability of or operation of
    - a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.

11. **We** will not cover any loss, damage or liability where the property is in breach of legal regulations and/or local bye-laws. This includes, but is not limited to, compliance with planning permission and building regulations.

12. Any

    - Loss, damage or liability caused deliberately by **you** or a member or your **household**.
    - Loss, damage or liability arising from any criminal act by **you** or a member or your **household**.
    - Loss, damage or liability which happened before the start date of this policy or as a result of an event which occurred before the start date of this policy.

Other Clauses

Operative only if indicated in the schedule

Clause HP51 – Security Alarm Clause

It is a condition precedent to any liability of the Company in respect of stealing or attempted stealing that an intruder alarm system approved to EN50131 or IS199 Standard is fitted providing protections to all external doors and accessible windows. The intruder alarm system must be maintained in efficient working order.

You have agreed that:

1. The intruder alarm system approved by **us** will be put into full and effective operation whenever the **home** is left unattended.
2. The combination for the intruder alarm keypad will be:
   - changed from that set by the manufacturer
   - not displayed adjacent to the control box
   - changed if it becomes known to an unauthorised person.
3. The keys of the intruder alarm system will be removed:
   - from the **home** whenever the **home** is left unattended
   - from the controls when the system is in operation.

If **you** do not comply with requirements 1, 2 and 3, **we** will not pay the first €315 of each such incident of loss or damage by stealing or attempted stealing.

Clause HH141 – Security Locks Clause

It is a condition precedent to any liability of the Company in respect of stealing or attempted stealing that:

1. All external doors are fitted with a 5 lever mortise deadlock and/or a deadlocking nightlatch.
2. Sliding patio doors are fitted with a key-operated security lock.
3. All accessible windows are fitted with a key-operated lock or other effective locking mechanism.

Clause HP84 – Fire Cover only

You are only covered for fire, lightning, explosion and earthquake until the **home** is permanently occupied.

Clause HH124

Paragraph 16 of Section A buildings and Paragraph 27 of Section B Contents are extended to permit **you** to let the **home** to a **family**.

Clause HH125

Paragraph 16 of Section A buildings and Paragraph 27 of Section B Contents are extended to permit **you** to let the **home** to a couple.

Clause HH126

Paragraph 16 of Section A buildings and Paragraph 27 of Section B Contents are extended to permit **you** to let the **home** to a tenant.

Clause HH152 – Voluntary Excess

In accordance with the Voluntary Excess option that **you** have selected, **we** confirm that the standard Policy **Excesses** of €350 and €50 are increased to €500 wherever they appear in the Policy.

Where **we** have applied an increased **excess**, the maximum amount deducted from any one claim will be the increased **excess** as noted in your policy schedule.

Clause HH153 – Voluntary Excess

In accordance with the Voluntary Excess option that **you** have selected, **we** confirm that the standard Policy **Excesses** of €500, €350 and €50 are increased to €1,000 wherever they appear in the Policy.

Where **we** have applied an increased **excess**, the maximum amount deducted from any one claim will be the increased **excess** as noted on your policy schedule.

Complaints Procedure

At Zurich, **we** care about **our** customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that **you** have cause for complaint, either in relation to **your** policy or any aspect regarding the standard of **our** service, please see the steps outlined below.

- If **you** have arranged **your** policy with Zurich through a Broker, **you** should firstly direct **your** complaint to the Broker with whom **you** arranged **your** policy.
- If the matter remains unresolved to **your** satisfaction **you** can contact Zurich at (01) 6670666 or alternatively **you** can write to the Customer Service Co-ordinator at Zurich Insurance, PO Box 78, Wexford, or by email to customercare@zurich.ie.
- If the complaint is still not resolved to **your** satisfaction, **you** can write to the Chief Executive Officer at the aforementioned address, or alternatively **you** may wish to contact:

  (i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: info@fspo.ie. Website: www.fspo.ie.

  (ii) The Central Bank of Ireland, P.O. Box 559, Dublin 1. Telephone +353 (0) 1 224 6000.

  (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

  Your right to take legal action is not affected by following any of the above procedures.

Data Protection

Zurich Insurance Europe AG ('Zurich', '**we**', '**our**', '**us**') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this section, '**you**' or '**your**' shall mean, **you**, the policyholder, or any other person entitled to indemnity under this policy of insurance.

About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of **our** business activities, **we** will collect, store and process personal data about **you**. The purpose of this section is to give **you** some information about the collection and processing of **your** personal data. Further information can be obtained in **our** Privacy Policy which is available at **www.zurich.ie/privacy-policy**.

The Data we collect

Where appropriate, **we** may collect the following personal data ('Data') from and/or about **you**:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.

- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. **We** may also, in certain cases, receive sensitive information from which it may be possible to infer **your** trade union membership, religious or political beliefs (for example. if **you** are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that **you** have made, as well as financial, medical, health and other lawfully obtained information relevant to **your** claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see **our** Privacy Policy at **www.zurich.ie/privacy-policy**.

We require this Data in order to manage and administer **our** relationship with **you**, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil **our** contract with **you**/comply with **our** legal obligations.

Note: If **you** provide **us** with Data relating to another person **you** must first: (a) inform that person about the content of **our** Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

Data collected from third parties

We may collect Data from third parties if **you** engage with **us** through a third party, for example through a broker or, in the case of a group scheme, through **your** employer. **We** may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

What we do with your Data

We may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for **you**, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil **our** contract with **you** and comply with **our** legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about **you** with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check **your** details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
  - the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see www.inslink.ie)
  - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
  - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
  - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
  - the Companies Registration Office

  The above list is not intended to be exhaustive (please see **our** Privacy Policy for more information).

In addition, we may check the Data **you** have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect **our** legitimate business interests and/or the legitimate interests of others.

Sharing of Data

We may share **your** Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom **we** work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist **us** in carrying out business activities which are in **our** legitimate business interests and where such interests are not overridden by **your** interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, **we** ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for **you**.
- In order to comply with **our** legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of **our** or **our** Group's business (or any part of it).

For further information regarding the third parties that **we** may share Data with, please see **our** Privacy Policy at **www.zurich.ie/privacy-policy**.

In addition, information about claims (whether by **our** customers or third-parties) is collected by **us** when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help **us** identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation **you** have a right to know what information about **you** and **your** previous claims is held on InsuranceLink. If **you** wish to exercise this right then please contact **us** at the address below.

Finally, where **you** have consented to **our** doing so, **we** may share information that **you** provide to companies within the Group and with other companies that **we** establish commercial links with so **we** and they may contact **you** (by email, SMS, telephone or other appropriate means) in order to tell **you** about carefully selected products, services or offers that **we** believe will be of interest to **you**.

Data Retention

The time periods for which **we** retain **your** Data depend on the purposes for which **we** use it. **We** will keep **your** Data for no longer than is required or legally permitted. Please see **our** Data Retention Policy at **www.zurich.ie/privacy-policy**.

Automated Decision Making and Profiling

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning **you** or similarly significantly affects **you** other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with **you** (e.g. **your** policy of insurance);
2. Based on **your** explicit consent – which **you** may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where **we** base a decision on solely automated decision-making, **you** will always be entitled to have a person review the decision so that **you** can contest it and put **your** point of view and circumstances forward.

Data subject rights

You have the following rights in relation to **your** Data which is held by **us**:

1. To ask for details of **your** Data held by **us**.
2. To ask for a copy of **your** Data.
3. To have any inaccurate or misleading Data rectified.
4. To have **your** Data erased.
5. To restrict the processing of **your** Data in certain circumstances.
6. To object to the processing of **your** Data.
7. To transfer **your** Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of **your** Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If **you** wish to exercise any of **your** rights in this regard a request must be submitted in writing to **our** Data Protection Officer (see contact details below). In order to protect **your** privacy, **you** may be asked to provide suitable proof of identification before **we** can process **your** request.

Privacy Policy

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information **you** need to understand how **your** Data is used by **us** and should be reviewed in conjunction with **our** Privacy Policy which is available online at **www.zurich.ie/privacy-policy**.

If **you** have any questions about **your** Data, **you** can contact our Data Protection Officer, using the contact details below.

- **Zurich Customer Services on 053 915 7775**
- **dataprotectionofficer@zurich.ie**
- **Data Protection Officer, Zurich Insurance Europe AG, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.**

Zurich Insurance Europe AG
PO Box 78, Wexford, Ireland.
Telephone: 01 667 0666
Fax: 01 667 0644 Website: www.zurich.ie

Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for conduct of business rules.

Zurich Insurance Europe AG is registered in Frankfurt, Germany (registration number 133359) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

Registered in Ireland as a branch (registration number 910127) with registered branch office at Zurich House, Frascati Road, Blackrock, Co. Dublin, A94X9Y3.

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