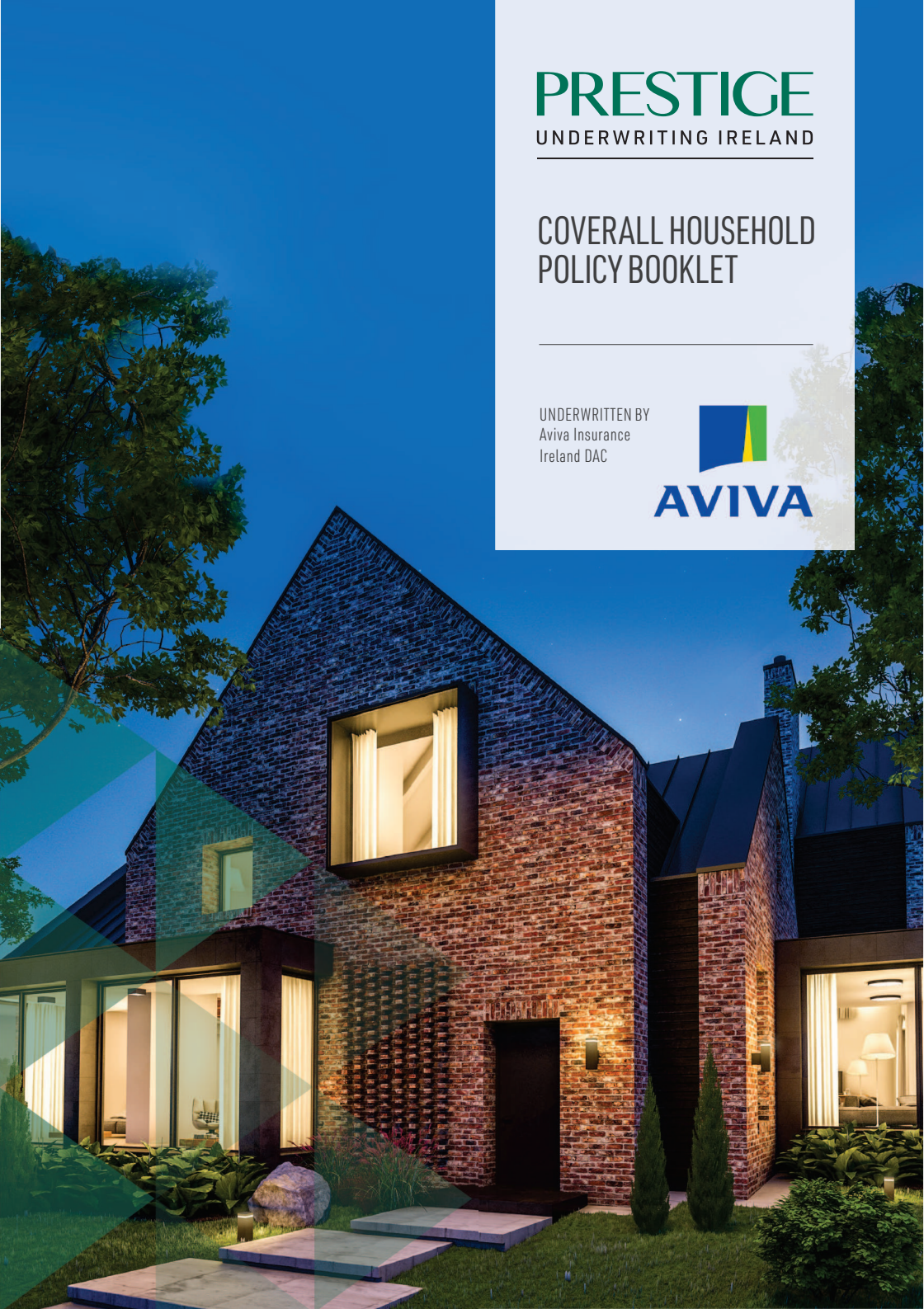
PRESTIGE
UNDERWRITING IRELAND

COVERALL HOUSEHOLD POLICY BOOKLET

UNDERWRITTEN BY
Aviva Insurance
Ireland DAC

AVIVA



Welcome to Your Prestige Underwriting Services (Ireland) Limited 'Coverall' home insurance policy

Thank **You** for choosing Prestige Coverall. This **Policy** has been issued by Prestige Underwriting Services (Ireland) Limited on behalf of the Insurer Aviva Insurance Ireland DAC.

Our aim is to provide **You** with peace of mind when it comes to looking after **Your** household insurance needs and to make **Your** insurance cover clear and easy to understand.

You should read this **Policy** wording, along with **Your Schedule** and statement of fact, as together they give **You** full details of **Your** cover. If **You** have any questions about **Your Policy** documents, if any details are incorrect on any of the documentation **You** have received, or if **You** wish to make a change to **Your Policy**, please contact **Your Broker or Agent**, whose details are shown on **Your Schedule**. Please also contact **Us** if **You** require **Your** documents in an alternative format, for example large print.

Authorisation
Your Policy is arranged and administered by:

PRESTIGE
UNDERWRITING IRELAND

Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland. Registered in Ireland. Company registration number: 119908 Registered address: Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Ireland.

Your Policy is underwritten by:

AVIVA

Aviva Insurance Ireland DAC. Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. A private company limited by shares. Registered in Ireland No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

Legal assistance is provided by:

AmTrust International Underwriters
An AmTrust Financial Company

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland. Registered address: MIS Underwriting Limited, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2 .

Home emergency assistance cover is provided by:

MAWDY

MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY, is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for consumer protection rules. Company Registration Number 903874.

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The contract of insurance

This **Policy** is a contract of insurance between **You** and **Us**, consisting of this **Policy** wording, **Your Schedule**, **your** statement of fact, any **Endorsements** and any changes to **Your** insurance **Policy** contained in notices issued by **Us** at renewal. This **Policy** wording contains important information about what is and what is not covered under this **Policy**. **Your Schedule** shows the details of **Your** cover, including which sections are operative, any **Excess** which will be applied if **You** make a claim and whether any **Endorsements** are applicable.

In return for having accepted **Your** premium **We** will provide insurance for injury, loss, damage or liability under the sections of cover detailed in this **Policy** and on **Your Schedule**; subject to this occurring within the **Period of Insurance**.

Your duty

We have relied on the information you have given **Us** when deciding whether to insure **You** and when setting the terms and premium. The specific questions **We** have asked are material to the risk **We** are undertaking or the calculation of the premium, or both.

You have a duty to answer all questions honestly and with reasonable care. Where this has not happened, **We** may be entitled to use one of the remedies available to **Us** under the Consumer Insurance Contracts Act 2019 including to cancel the **Policy**, reject a claim or limit the amount **We** pay **You** in the event of a claim

We may refuse a claim if there has been a change to the subject matter of the **Policy**, and the circumstances have changed to such an extent that the new risk is something which **We** did not agree to cover. **You** should therefore inform **Us** if your circumstances change, so that **we** can consider whether any changes are required to **Your Policy**, including if:

- **You** build an extension onto your **Home**
- The occupancy of the property changes e.g., owner occupied to a let property
- **You** operate a business from the property

If **You** are in doubt as to the information provided, please immediately notify **Your Broker** or **Agent** as this could be treated as non-disclosure or misrepresentation and **We** may use one of the remedies available to **Us** under the Consumer Insurance Contracts Act 2019 as outlined above.

You are required to comply with all of the terms and conditions outlined in this **Policy** and **Endorsements** applied to this **Policy**, as shown on **Your Schedule** and if **You** fail to do so **Your Policy** may be cancelled, **Your** claim rejected or not fully paid.

Please note that the failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property.

Definition of words

The definitions below apply throughout **Your Policy**.

Wherever the words or phrases below appear in **bold** print in the **Policy** they will have the meaning as defined below.

Accidental Damage
Sudden, unexpected and unintentional physical damage.

Bodily Injury
A physical injury, death or disease that is caused by a sudden, unexpected, external and visible event.

Buildings
Your Home, its fixtures and fittings and any other permanent structure within the boundary of **Your Home** that belongs to **You** or that **You** are legally responsible for, including the following;

- tennis courts, patios, paved terraces, paths, drives, garden walls, fences, gates, hedges, permanently connected drains, pipes, cables, service tanks, septic tanks, soakaways and central heating fuel storage tanks
- permanently installed swimming pools and hot tubs
- solar panels, wind turbines and ground source heating pumps permanently fixed to the **Buildings** or land belonging to **Your Home**

Business Equipment
All computer equipment (including software, but excluding data) and office equipment owned by **You** and used for clerical purposes in connection with **Your** business that may be run from the **Home**.

Contents
Household goods, personal property and **Business Equipment** within the **Home** that belong to **You** or **You** are legally responsible for, including the following;

- **Tenant's** fixtures and fittings
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**
- hot tubs not permanently installed
- deeds and registered bonds and other personal documents up to €1,500 in total
- stamps or coins forming part of a collection up to €2,500 in total
- **Valuables** within the **Home** up to 33% of the **Contents** sum insured and a single article or collection limit of 10% of the **Contents** sum insured, unless shown otherwise on **Your Schedule**

Contents does NOT include:

- **Motorised Vehicles or Craft**
- any living creature
- trees, bushes, plants or shrubs other than those normally kept in the **Home**
- any part of the **Buildings**
- any property held or used for business purposes other than **Business Equipment** up to €5,000 in total

Credit Cards
Credit Cards, charge cards, debit cards, bank cards and cash dispenser cards issued in **Ireland** belonging to **You**.

Definition of words Continued

Domestic Staff
A person(s employed to carry out private domestic duties associated with **Your Home** and not employed by **You** in any capacity or in connection with any trade profession or employment.

Endorsement
Any variations to the terms and conditions of this insurance as shown on **Your Schedule**.

Excess
The first part of any claim **You** have to pay as stated on **Your Schedule** or **Endorsement**.

Heave
Upward or sideways movement of the ground beneath **Your Buildings** caused by the soil expanding.

Home
The private dwelling and its domestic outbuildings and garages at the address shown on **Your Schedule**.

Ireland
Ireland will include the Republic of Ireland only.

Landslip
Downward movement of sloping ground.

Money
Current legal tender, cash, cheques, money orders, postal orders, unused current postage stamps (that are not part of a collection, savings stamps, savings certificates, share certificates, premium bonds, luncheon vouchers, travellers cheques, travel tickets, season tickets, phone cards, gift tokens and other tokens with a cash value, but not including tickets or gift vouchers for sporting, musical, cultural events or festivals, or any items used for business purposes.

Motorised Vehicle or Craft
Mechanically propelled or assisted vehicles which includes adults and children's motor cycles, quad bikes, trikes or go karts, trailers or caravans; including their parts and accessories, aircraft, drones, remotely piloted aircraft or unmanned aerial vehicles, hovercraft, boats, sailboards or any other craft designed to be used in or on water and any parts, accessories or spares for any of these other than:

- domestic gardening vehicles and equipment used within the boundaries of the land belonging to the **Home**
- mobility scooters, electric wheelchairs and power chairs; excluding vehicles registered for road use
- golf carts and trolleys
- remote-controlled toys and models

Period of Insurance
The length of time for which this insurance is in force, as shown on **Your Schedule** and for which **You** have paid and **We** have accepted a premium.

Definition of words Continued

Personal Possessions
Items that **You** wear, use or are normally carried about **Your** person all of which belong to **You** or for which **You** are legally responsible. **Personal Possessions** does NOT include contact, corneal or micro corneal lenses, dentures, crowns, caps or fillings in teeth.

Policy
Your Policy wording and most recent **Schedule** including any **Endorsements**; which describes the cover provided, which **You** have paid for, or agreed to pay for and for which **We** have accepted the premium.

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

Schedule
The **Schedule** forms part of this insurance and contains details of **You**, **Your** property to be insured, the sums insured, the **Excess**, any **Endorsements**, the **Period of Insurance** and the sections of this insurance which apply.

Settlement
Downward movement of the land beneath the buildings as a result of compaction due to the weight of the buildings.

Storm
A period of violent weather which may incorporate:
- wind speeds of at least 48 knots (55mph)
- torrential rain, falling at a rate of at least 25mm an hour
- snow to a depth of at least one foot (30 centimetres) in a 24 hour period
- hail of such intensity that it causes damage to hardened surfaces or breaks glass

Specified Item
Item(s) that have been individually identified to **Us** and are shown on **Your Schedule**.

Subsidence
Downward movement of the ground beneath the **Buildings** by a cause other than **Settlement**.

Tenant
The occupier(s) of the **Home** when let including let holiday homes OR the leaseholder(s) of the **Home**.

Terrorism
An act or threat of force or violence by a person (whether acting alone, on behalf of or in connection with any organisation), whose intention is, for political, religious, ideological or other purposes, to influence any government or place the public in fear.

Unoccupied
a) Furnished for normal habitation but not lived in for more than 60 days in a row.
   By lived in **We** mean that the **Home** must be occupied at least 5 nights in a row each month or 2 nights in a row each week within a 60 day period.
b) Insufficiently furnished for normal habitation

Definition of words Continued

Valuables
Jewellery, furs, gold, silver, gold and silver plated articles and other precious metals, gems, stones, pictures, paintings and other works of art.

Vermin
Animals that are destructive, including but not limited to; rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

We / Us / Our
Prestige Underwriting Services (Ireland) Limited on behalf of Aviva Insurance Ireland DAC.

You / Your
The persons named as the policyholder on the **Schedule** and any of the following who normally live with them: husband, wife, partner (a person living with them as though married, civil partner, children, parents and other relatives.

Your Broker or Agent
The person or persons who placed this Insurance on **Your** behalf.

General conditions

These general conditions apply to the sections of cover **You** have chosen, which are shown on **Your Schedule**.

If **Your Policy** is providing cover for more than one **Home** as shown on **Your Schedule**, **We** will consider each property as if it were insured separately.

You must comply with these conditions to have full protection of **Your Policy**. If **You** do not comply with them **Your Policy** may be cancelled or **Your** claim rejected.

1. **The law which applies to this policy**
   You and **We** can choose the law which applies to this **Policy**. **We** propose that the law of Ireland applies unless **You** and **We** agree otherwise.

2. **Rights of third parties**
   No third party shall have any rights under this **Policy** or the right to enforce any part of it unless provided for by law or expressly stated in this **Policy**.

3. **Changes to Your Policy**
   We may refuse a claim if there has been a change to the subject matter of the **Policy**, and the circumstances have changed to such an extent that the new risk is something which **We** did not agree to cover. **You** should therefore inform **Us**, via **Your Broker** or **Agent** if **Your** circumstances change, so that **we** can consider whether any changes are required to **Your Policy**, including but not limited to, the following changes:
   - if **You** change **Your** insured or correspondence address
   - if **You** intend to let or sub-let **Your Home**
   - if the **Tenant** type at the **Home** changes
   - if **Your Home** is used for business purposes other than clerical work
   - if **You** intend to use **Your Home** for any reason other than private residential purposes
   - if **Your Home** becomes **Unoccupied**
   - if **You** become bankrupt
   - if **You** are convicted of a criminal offence other than driving offences
   - if the occupancy of the **Home** changes
   - if the **Contents**, **Valuables** or **Personal Possessions** sum insured changes (if **You** have these sections insured with **Us**)
   - if the full rebuilding cost of **Your** property changes (if **You** have **Buildings** cover with **Us**)
   - if **You** plan to do any of the following works to the **Buildings**;
     - extensions
     - works affecting load bearing walls
     - roofing work over 20% of the roof area
     - any structural works including demolition
     - any works costing 50% or more of the **Buildings** sum insured
   - if the type of locks or alarm change or if **You** no longer have an alarm maintenance contract in force

   When **You** tell **Us** about a change **We** will reassess the premium and terms of **Your Policy** and advise **You** of any changes

   If **you** are unsure if any change not listed here is material, please refer to **your broker or agent** to ensure **your** cover is not affected.

   If **We** are unable to continue cover, **We** will notify **You** and arrange for **Your Policy** to be cancelled as per the section headed 'Cancellation' within this policy wording.

4. Cancellation

Statutory cancellation rights

You may cancel this **Policy** within 14 working days after the contract has commenced (the cooling off period). If cover has not commenced a full refund will be given, if cover has commenced **We** will refund the premium paid for the period of unused cover. There will be no refund of premium in the event **You** have made or are in the process of making a claim in the current **Period of Insurance**.

Cancellation outside the statutory period

You may cancel **Your Policy** at any time after the cooling off period, when **We** will refund any premium paid for the period of unused cover. There will be no refund of premium in the event **You** have made or are in the process of making a claim in the current **Period of Insurance.**

To cancel **Your Policy**, please notify **Your Broker or Agent**.

Policy Fee

We reserve the right to apply an administration fee to **Your Policy** and retain this upon cancellation.

Our right to cancel

We and **Your Broker or Agent** can cancel **Your Policy** at any time by sending **You** 7 working days written notice to **Your** last known address. **We** will refund any premium paid for the period of unused cover. Valid reasons for cancellation may include;

- where **You** fail to notify **Us** as soon as possible of a change in information **You** have previously given **Us**
- where **You** fail to pay the agreed premium or any additional premiums applicable or, if paying the premium by instalments, **You** fail to pay any of the agreed instalments, where **We** have made reasonable attempts to collect outstanding premium
- where there is a change in circumstances that **You** fail to tell **Us** about or which no longer meets **Our** underwriting criteria
- where **You** fail to take all reasonable precautions to avoid injury, loss or damage or fail to take all practicable steps to safeguard property insured under this **Policy** from loss or damage
- where **You** are required by the terms of **Your Policy** to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests

5. Premium Payment

We will not make any payment under this **Policy** unless **You** have paid or agreed to pay all applicable premiums in full. In the event of non-payment of the premium or a default if **You** are paying by instalments, **We** or **Your Broker or Agent** may cancel the **Policy** by sending **You** 7 working days written notice to **Your** last known address.

General conditions Continued

6. **Sums Insured**
You have an ongoing duty to ensure that **Your** sums insured represent the full value of the property insured at all times.

For **Buildings**, this means the cost of rebuilding the **Buildings** if they were completely destroyed, including demolition, debris removal and professional fees. This will not necessarily be the market value.

For **Contents**, including **Valuables** and **Personal Possessions**, this is the current cost as new. Other than clothes, furs and household linen where the current cost as new less an appropriate allowance for wear and tear may be applied.

If the amount shown on **Your Schedule** represents less than 100% of the full value, **We** will only settle claims at the percentage **You** are insured for.

For example, if **Your** sums insured only represent 70% of the full value, **We** will not pay more than 70% of **Your** claim.

7. **Proof of value**
For all **Valuables** valued in excess of €2,500 **You** must hold an appropriate valuation, no more than 3 years old, which must be made available to **Us** upon request, should **You** make a claim for the item(s).

8. **Index Linking**
We continuously monitor a number of rebuilding and household goods indices and may adjust your **building** and **contents** sums insured each year using the index that **we** feel best protects **you** against the effects of inflation.

We will not charge **You** an extra premium for any monthly increase, but at each renewal. **We** will calculate the premium using the new sums insured. For **Your** protection should the index fall below zero **We** will not reduce the sum insured.

The sum insured will continue to increase during repair or replacement following loss or damage to the **Contents** provided that at the time it represents the full replacement cost on a new for old basis and **You** ensure that repairs or replacement are carried out without undue delay.

Valuables & **Personal Possessions**: The sum insured for these items are not adjusted and the onus is on **You** to ensure the sum insured is adequate.

9. **Policy Fee**
We reserve the right to apply an administration fee to **Your Policy** and retain this upon cancellation.

10. **Taking care of Your property and preventing loss or damage**
You must take steps to maintain the **Home** in a good state of repair and take all reasonable precautions to avoid loss, damage or injury and to safeguard all property insured from loss or damage.

11. No Claims Discount

1 yr = 6%
2 yrs = 11%
3 yrs = 17%
4 yrs = 23%
5 yrs = 28%
6+ yrs = 35%

We will allow a no-claim discount on **Your Policy** provided **We** do not pay out any claim in any period of insurance. The discount amount applied for the corresponding number of years claims free is illustrated above. If **You** do not make a claim under **Your Policy**, we will increase **Your** no claim discount at the renewal date of **Your Policy** until **You** reach the maximum discount.

If **You** make a claim under **Your Policy**, **We** will reduce **Your** no claim discount at the renewal date of **Your Policy** as follows:

5+ years to 3 years
4 years to 2 years
3 years to 1 year
2 years or less to Nil years

If **You** have two or more claims in the last year **Your** discount is reduced to nil years. Where a claim is settled prior to the renewal date of the **Policy** but where a renewal invite has already been issued to **You**, **We** will reduce **Your** no claim discount in accordance to the scale above at the next renewal occurring after the renewal which has already been invited.

You should note that while some claims will not impact **Your** no-claim discount on this **Policy You** may still be required to disclose them in the course of applying for another insurance **Policy** as any claim(s) made by **You** and members of **Your** household may impact **Your** ability to obtain another insurance **Policy**.

You cannot transfer **Your** no-claims discount to another person.

12. Fraudulent claims

We will not pay any claim if **Your** conduct or the conduct of anyone acting on **Your** behalf involves fraud of any kind, including if **Your** claim contains information that is false or misleading in any material respect and which **You** either know to be false or misleading or consciously disregard whether it is false or misleading. If **You** know of, or deliberately cause any injury or damage, **We** will not pay **Your** claim and may cancel **Your Policy**.

- Throughout **Your** dealings with **Us We** expect **You** to act honestly. If **You** or anyone acting for **You**:
- make a claim under the **Policy** knowing the claim to be, or consciously disregarding whether it is, false or misleading in any material respect
- make a statement in support of a claim knowing the statement to be, or consciously disregarding whether it is, false or misleading in any material respect
- submit a document in support of a claim knowing the document to be, or consciously disregarding whether it is, false or misleading in any material respect
- make a claim in respect of any loss or damage caused by **Your** deliberate act or with **Your** involvement then **We:**

- may not pay the claim
- will not pay any other fraudulent claim that has been or will be made under the **Policy**
- may cancel the **Policy** from the date the fraudulent claim was submitted
- will be entitled to recover from **You** the amount of any fraudulent claim already paid under the **Policy** since the **Policy** commenced
- may not refund any premium paid for the **Policy**
- may inform the Garda/Police of the circumstances

13. Sanctions Clause
We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

14. Refunds
The minimum amount **We** will refund is €10. Any refund less than €10 will not be given.

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

16. Subrogation
Before or after **We** make a claim payment under **Your Policy**, **You** or a member of **Your** household shall at **Our** request take all reasonable steps needed to enforce **Your** rights against any other, person, including the defence or settlement of a claim or the pursuit of a claim in any person's name, unless excluded by law.

17. Insurance Act 1936
All monies which become or may become payable by **Us** to **You** under this **Policy** shall, in accordance with Section 93 of the Insurance Act 1936, be payable in the Republic of Ireland.

General exclusions

These exclusions apply throughout **Your Policy**.

We will not pay for:

1. **Any loss or damage caused by:**
   a) confiscation or detention by customs or other officials or authorities
   b) reduction in value of any property following its repair or reinstatement
   c) riot or civil commotion outside **Ireland**
   d) sonic bangs, pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

2. **Gradual deterioration/maintenance**
   Any loss or damage caused by wear and tear, corrosion, damp, mould, dry or wet rot or fungus or any other damage that happens gradually over time and costs that arise from the normal use, maintenance and upkeep of **Your Buildings** and/or its **Contents**.

3. **Liability Insurance**
   Any liability which is covered under a more specific **Policy**. This exclusion applies to liability to **Domestic Staff**, **Tenant's** liability, public liability and property owners liability.

4. **Pollution/contamination**
   Loss, damage, liability or **Bodily Injury** arising directly or indirectly from pollution or contamination unless caused by:
   a) a sudden and unforeseen and identifiable incident;
   b) leakage of oil from a domestic oil installation at **Your Home**

5. **Radioactive or nuclear contamination**
   Loss, damage or liability to any property or any other loss, damage or additional expense following on from the event for which **You** are claiming arising from:
   a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
   b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

6. **War and Terrorism**
   We will not cover loss, damage or liability which results directly or indirectly from war, invasion, terrorism, activities of a foreign enemy, hostilities (whether or not war has been declared), revolution, insurrection (rebelling against the government), military or usurped (seized by force) power.

General exclusions Continued

7. **Sulphides**
We will not cover any loss, damage and/or liability resulting from the presence of any sulphides including but not limited to pyrite and/or their derivatives.

8. **Illegal activities, Criminal, Intentional acts or omission**
We will not pay for any loss, damage or liability arising as a result of a criminal act, an intentional act or omission or the use of the **Home** for illegal activities where:
   a) **Your** act or omission caused the loss or damage
   b) **You** abetted or colluded in the act, omission or use of the **Home**, or
   c) **You** consented to the act, omission or use of the **Home** and knew or ought to have known that the act or omission would cause the loss or damage.

9. **You are not covered for loss or damage:**
   - caused by cleaning, restoring, altering, dyeing, repairing, dismantling, misusing, maintaining or extending
   - or liability arising out of the activities of contractors. Whilst contractors are at the **Home**, there is no cover for theft or attempted theft from the **Home** unless there is physical evidence of forced entry to, or exit from, the **Home**
   - in connection with **Your** business, trade or profession, other than damage to **Business Equipment** caused by faulty workmanship, faulty materials or faulty design (other than in respect of **Your** liability as property owner)
   - that would not have occurred if **You** had not failed to deal with damage to the property, which **You** could reasonably be expected to have noticed or where there has been an unreasonable delay in dealing with the damage
   - that occurred before this **Policy** commenced
   - more specifically covered by another **Policy**, legislation or guarantee
   - caused by any **Vermin**, insects, pet or domesticated animal

10. **Cyber risks**
We will not pay any loss or liability arising directly or indirectly from or in connection with a Cyber Loss unless otherwise stated in this policy.

    For the purpose of this exclusion, Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any Cyber Act including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

    Cyber Act means a deliberate, unauthorised, malicious or criminal act or series of related deliberate unauthorised, malicious or criminal acts, regardless of time and place or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer system.

    Computer System means any computer hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility.

    Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Claim conditions

How to make a claim
If **you** have experienced a problem that may result in a claim, **you** can contact **our** Property Claims Service by telephoning 1800 147 147 or emailing prestigeclaims@aviva.com as soon as **you** can for help and guidance with **your** claim.

How we settle claims
At **our** sole discretion, we will decide how to settle **your** claim. **We** may arrange for a contractor appointed by **us** to repair, reinstate or replace the lost or damaged property. Where **we** opt to use our discretion to reinstate property to settle a claim, **we** will provide **you** in advance with details of the scope of the work that has been approved and the cost.

If **we** decide to pay a cash amount to settle the loss or damage **we** will not pay more than a contractor appointed by **us** would have charged for the repair, replacement or reinstatement.

If **we** decide to settle **your** claim with the payment of an agreed cash sum, stage payments of the agreed sum can be made by **us** and a portion of the agreed sum will be retained by **us** , as permitted by the Consumer Insurance Contracts Act 2019, until the agreed works are completed within the agreed scope.

When these agreed works have been completed within the agreed scope and supporting invoices and receipts or any additional evidence **we** may reasonably request have been provided to **us** to confirm the total cost incurred, the full agreed sum will be paid.

Policy excess
We will apply the appropriate **excess** as shown in **your policy schedule** against all claims.

Under insurance
If at the time of any loss or damage **we** deem **you** to be under-insured (i.e.. the sum insured shown on the **policy schedule**, under any section, is deemed, by **us**, to be less than the total reinstatement value of that section), **we** may reduce **your** claim under that section by the same percentage for which you are under-insured.

Matching items
We will not pay for the cost of replacing any undamaged items forming part of a pair, set, collection, suite or larger item. In the case of floor coverings, **we** will only pay for the cost of replacing the damaged part or, if a match is not possible, the floor covering in the room where the damage happened.

Reinstating the sums insured
We will not reduce the sums insured in respect of buildings and/or contents by the amount of any claim **we** may pay.

Wear and tear, loss in value or deterioration
If **we** accept a claim, **we** will settle it without taking off an amount for normal wear, tear, loss in value or deterioration if:

- **you** have kept the buildings in good repair;
- the sum insured on **buildings** equals the full cost of reinstating them;
- the **buildings** have been reinstated; or
- in the case of **contents**, the claim does not relate to household linen, sports equipment, bicycles or floor coverings more than 12 months old.

Other insurances
If at the time of a claim another policy covers any item or event insured under this policy, **we** will only pay our proportionate share of the claim regardless of any exclusions which apply under the other policy.

Arbitration
Any dispute between **you** and **us** (about **our** liability over a claim or the amount to be paid), must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by **you** and **us**. If **you** and **we** cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. If **you** do not refer such a dispute to arbitration within 12 months, **we** will treat the claim as abandoned.

Your responsibilities
In the event of a claim **you** must:
- immediately let **us** know about any event which may give rise to a claim under the **policy**;
- not admit, deny, negotiate, or settle a claim without our written permission;
- let the police know immediately if property is lost, stolen, maliciously damaged or vandalised;
- within 30 days of any event, provide all details, documents, proof of ownership and value, information and help which **we** may need;
- let **us** know immediately about any claims made against **you** or, if legal steps or procedures are involved, send **us** all communications **you** have received; and
- immediately allow **us** to inspect any damage to property which **you** may claim for under this **policy**.

Our rights
In the event of a claim **we** may:
- enter any building where loss or damage has happened and deal with the salvage, but **you** may not leave property with **us** for **us** to deal with;
- take over, and carry out in **your** name, the defence or settlement of any claim; or
- take legal proceedings in **your** name against other people to recover any payment **we** have made under this **policy**. **We** will pay any costs involved and keep any benefit.

Section 1 - Buildings - (Standard cover)

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:* **Your Policy** covers loss or damage to the **Buildings** caused by;	*What **Your Policy** does <u>not</u> cover:* The amount of any **Excess** as shown in **Your Schedule**.
1. fire and resultant smoke damage, lightning, explosion or earthquake	smoke damage caused by smog, agricultural or industrial operations
2. aircraft and other flying devices or items dropped from them	
3. **Storm**, flood or weight of snow	loss or damage: a) caused by **Subsidence**, **Heave** or **Landslip** other than as covered under number 10 in Section 1 – **Buildings** - Standard cover b) to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences c) caused by frost d) caused by rising ground water levels
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	loss or damage: a) while the **Home** is **Unoccupied** b) caused by **Subsidence**, **Heave** or **Landslip** other than as covered under number 10 in Section 1 – **Buildings** - Standard cover c) to domestic fixed fuel-oil tanks and swimming pools d) caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on (unless **You** have chosen **Accidental Damage** cover)
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	loss or damage; a) while the **Home** is unfurnished or **Unoccupied** b) to any fixed domestic heating installation due to water and tear, rust or gradual deterioration c) as a result of faulty workmanship
6. theft or attempted theft	loss or damage: a) while the **Home** is **Unoccupied** b) while the **Home** is lent, let or sublet unless there is physical evidence of violent and forcible entry
7. collision by any vehicle or animal	loss or damage caused by domestic pets or any animal owned by you
8. malicious acts or vandalism	loss or damage while the **Home** is **Unoccupied**

Section 1 - Buildings - **(Standard cover)** Continued

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:* **Your Policy** covers loss or damage to the **Buildings** caused by;	*What **Your Policy** does <u>not</u> cover:* The amount of any **Excess** as shown in **Your Schedule**
9. any person taking part in a riot, violent disorder, strike, labour and political disturbance or civil commotion	loss or damage not reported to the Garda/Police
10. **Subsidence**, **Heave** or **Landslip**	loss or damage: a) to domestic fixed fuel-oil tanks, ground source heating pumps, wind turbines, swimming pools, hot tubs, tennis courts, drives, paths, patios, terraces, walls, gates and fences, unless the **Home** is damaged at the same time by the same event b) to solid floors unless the foundations beneath the load bearing walls of the **Home** are damaged at the same time by the same event c) which compensation has been provided for or would have been but for the existence of this insurance under any contract, legislation or guarantee by law d) caused by coastal or riverbank erosion e) due to normal **Settlement**, shrinkage or expansion f) whilst the **Buildings** are undergoing any structural repairs, alterations or extensions including the action of chemicals on, or any reaction of chemicals with any materials which form part of the **Buildings**
11. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	loss or damage to radio and television aerials, satellite dishes, their fittings and masts
12. falling trees, telegraph poles, solar panels, wind turbines or lamp-posts	loss or damage: a) caused by trees being cut down or cut back within the **Home** b) to gates and fences

Section 1 - Buildings - (Additional cover)

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:*	*What **Your Policy** does not cover:* The amount of any **Excess** as shown in **Your Schedule**
A) **Accidental Damage** to fixtures & fittings **We** will pay for **Accidental Damage** to; • fixed glass and double glazing (including the cost of repairing, removing or replacing frames) • solar panels and wind turbines • **Sanitary Ware** • ceramic hobs all forming part of the **Buildings**	a) loss or damage while the **home** is **unoccupied** b) anything which happens gradually c) chewing, scratching, tearing or fouling by pets d) when any part of the **buildings** is used by tenant or paying guests, or if there is business or professional use, in that part of the **buildings** which the public have access to e) for faulty workmanship or faulty design f) electrical or mechanical breakdown g) maintenance, or routine repair or decoration h) wear and tear, atmospheric or weather conditions, wet or dry rot, fungus, mildew, insects, vermin, denting, scratching, action of light, any process of cleaning, defrosting, dyeing or restoration i) loss or damage we specifically exclude or provide for under any other section of this **policy.**
B) **Accidental Damage** to underground services **We** will pay for **Accidental Damage** to; • domestic oil pipes • underground water supply pipes • underground sewers drains and septic tanks • underground gas pipes • underground cables which **You** are legally responsible for	a) damage to septic tank filters unless due to root infiltration b) anything which happens gradually c) chewing, scratching, tearing or fouling by pets d) for faulty workmanship or faulty design e) electrical or mechanical breakdown f) maintenance, or routine repair or decoration g) wear and tear, atmospheric or weather conditions, wet or dry rot, fungus, mildew, insects, vermin, denting, scratching, action of light, any process of cleaning, defrosting, dyeing or restoration h) loss or damage we specifically exclude or provide for under any other section of this **policy**.
C) loss of rent/alternative accommodation **We** will pay for; • loss of rent due to **You** which **You** are unable to recover • alternative accommodation for **You** and **Your** domestic pets, the same as **Your** existing accommodation, which **You** have to pay for while the **Buildings** cannot be lived in following loss or damage that is covered under Section 1 – **Buildings** - Standard cover	a) any amount per claim over 20% of the **Buildings** sum insured shown on **Your Schedule** b) any costs recoverable elsewhere c) any costs incurred without **Our** agreement to pay d) any costs after the property is reinstated and ready for habitation

Section 1 - Buildings - **(Additional cover)** Continued

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:*	*What **Your Policy** does not cover:*
	The amount of any **Excess** as shown in **Your Schedule**.
D) professional fees and expenses expenses **You** have to pay and which **We** have agreed for; • architects, surveyors, consulting engineers and legal fees • the cost of removing debris and making safe the **Buildings** • costs **You** have to pay in order to comply with any government or local authority requirements following loss or damage to **Buildings** which are covered under Section 1	a) any expenses for preparing a claim or an estimate of loss or damage b) any costs if government or local authority requirements have been served on **You** before the loss or damage
E) loss of oil or metered water loss of oil or increased metered water charges **You** have to pay following an escape of water or oil, which gives rise to an admitted claim under number 4 or 5 of Section 1 – **Buildings** - Standard cover	a) loss or damage while the **Home** is **Unoccupied** b) more than €1,000 in any **Period of Insurance**. If **You** claim for such loss under Sections 1 and 2, **We** will not pay more than €1,000 in total
F) sale of **Your Home** anyone buying the **Home** will have the benefit of Section 1 from the date of exchange until the sale is completed or the **Period of Insurance** ends, whichever is sooner	if the **Buildings** are insured under any other **Policy**
G) trace & access the cost of tracing the source of the damage covered under number 4 and 5 of Section 1 – **Buildings** - Standard cover and the replacement or repair of any damage to the **Buildings** while carrying out the investigations	a) more than €5,000 in one **Period of Insurance** b) the cost of repair of the source of the damage unless it is covered elsewhere within **Your Policy**

Section 1 - Buildings - **(Additional cover)** Continued

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:*	*What **Your Policy** does not cover:*
	The amount of any **Excess** as shown in **Your Schedule**.
H) emergency access loss or damage to the **Buildings** caused by the emergency services gaining access to the **Home** in the course of their duty the **Excess** does not apply to this cover	
I) garden, plants & shrubs any loss or damage to plants, trees, bushes, shrubs and lawns at the **Home** as a result of number 1 and 3 - 9 under Section 1 – **Buildings** - Standard cover	more than €1,000 in any **Period of Insurance**
J) replacement locks The cost of replacing and fitting locks on external doors of the **Buildings** at the **Home**, or to any safe or alarm installed at the **Home**, following theft or loss of keys belonging to **You**	a) more than €500 per claim b) more than €2,500 in any **Period of Insurance**. If **You** claim under Sections 1 and 2, **We** will not pay more than €2,500 in total
K) fire brigade charges **You** have to pay as a result of fire damage to the **Buildings** which gives rise to an admitted claim under number 1 of Section 1 **-Buildings**	more than €3,175 during the **Period of Insurance**. If **You** claim for such loss under Sections 1 and 2 **We** will not pay more than €3,175 in total.

Section 1 - Buildings – Accidental Damage

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:*	*What **Your Policy** does not cover:*
Your Policy covers loss or damage to the **Buildings** caused by;	The amount of any **Excess** as shown in **Your Schedule**.
Accidental Damage	loss or damage: a) while the **Home** is **Unoccupied** b) **We** specifically exclude elsewhere under Section 1 – **Buildings** - Standard cover c) caused by frost d) arising from mechanical or electrical breakdown or failure e) caused by any part of the **Buildings** moving, settling, shrinking, collapsing or cracking f) when the **Home** is lent, let or sublet g) to drives, gates, hedges, fences, patios, paths, walls, fixed fuel tanks, tennis courts and swimming pools

Section 2 – Contents - (Standard cover)

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:* **Your Policy** covers loss or damage to the **Contents** caused by;	*What **Your Policy** does <u>not</u> cover:* The amount of any **Excess** as shown in **Your Schedule**.
1. fire and resultant smoke damage, lightning, explosion or earthquake	smoke damage caused by smog, agricultural or industrial operations
2. aircraft and other flying devices or items dropped from them	
3. **Storm**, flood or weight of snow	loss or damage: a) caused by **Subsidence**, **Heave** or **Landslip** other than as covered under number 10 of Section 2 – **Contents** – Standard cover b) caused by rising ground water levels c) caused by frost
4. escape of water from fixed water tanks, apparatus or pipes	loss or damage: a) while the **Home** is **Unoccupied** b) caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on (unless **You** have **Accidental Damage** cover)
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) while the **Home** is unfurnished or **Unoccupied** b) to any fixed domestic heating installation due to wear and tear, rust or gradual deterioration c) as a result of faulty workmanship
6. theft or attempted theft	loss or damage: a) while the **Home** is **Unoccupied** b) while the **Home** is lent, let or sublet unless there is physical evidence of violent and forcible entry c) by deception other than deception used to solely enter the **Home** d) of **Money** unless force is used to gain entry to or exit from **Your Home** e) more than €5,000 per claim for detached domestic outbuildings/garages at the **Home** f) more than €10,000 per claim for attached domestic outbuildings/garages at the **Home**
7. collision by any vehicle or animal	loss or damage caused by domestic pets
8. malicious acts or vandalism	loss or damage while the **Home** is **Unoccupied**

Section 2 – Contents – **(Standard cover)** Continued

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:* **Your Policy** covers loss or damage to the **Contents** caused by;	*What **Your Policy** does not cover:* The amount of any **Excess** as shown in **Your Schedule**.
9. any person taking part in a riot, violent disorder, strike, labour and political disturbance or civil commotion	loss or damage not reported to the Garda/Police
10. **Subsidence**, **Heave** or **Landslip**	loss or damage: a) due to damage arising by movement of solid floors unless the foundations beneath the load bearing walls of the **Home** are damaged at the same time by the same event b) which compensation has been provided for or would have been but for the existence of this insurance under any contract, legislation or guarantee by law c) caused by coastal or riverbank erosion d) due to normal **Settlement**, shrinkage or expansion e) while the **Buildings** are undergoing any structural repairs, alterations or extensions including the action of chemicals on, or any reaction of chemicals with any materials which form part of the **Buildings**
11. falling trees, telegraph poles, solar panels, wind turbines or lamp-posts	loss or damage caused by trees being cut down or cut back within the **Home**

Section 2 – Contents – (Additional cover)

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:*	*What **Your Policy** does not cover:* The amount of any **Excess** as shown in **Your Schedule**.
A) **Accidental Damage** to fixtures & fittings **We** will pay for **Accidental Damage** to; • fixed glass and double glazing (including the cost of repairing, removing or replacing frames) • glass tops and fixed glass in furniture • ceramic hobs • **Sanitary Ware** • mirrors	a) loss or damage while the **home** is **unoccupied** b) anything which happens gradually c) chewing, scratching, tearing or fouling by pets d) when any part of the **buildings** is used by tenant or paying guests, or if there is business or professional use, in that part of the **buildings** which the public have access to e) for faulty workmanship or faulty design f) electrical or mechanical breakdown g) maintenance, or routine repair or decoration h) wear and tear, atmospheric or weather conditions, wet or dry rot, fungus, mildew, insects, vermin, denting, scratching, action of light, any process of cleaning, defrosting, dyeing or restoration i) loss or damage we specifically exclude or provide for under any other section of this **policy.**
B) **Accidental Damage** to underground services **We** will pay for **Accidental Damage** to: • domestic oil pipes • underground water supply pipes • underground sewers drains and septic tanks • underground gas pipes • underground cables which **You** are legally responsible for as **Tenant** only	a) damage to septic tank filters unless due to root infiltration b) anything which happens gradually c) chewing, scratching, tearing or fouling by pets d) for faulty workmanship or faulty design e) electrical or mechanical breakdown f) maintenance, or routine repair or decoration g) wear and tear, atmospheric or weather conditions, wet or dry rot, fungus, mildew, insects, vermin, denting, scratching, action of light, any process of cleaning, defrosting, dyeing or restoration h) loss or damage we specifically exclude or provide for under any other section of this **policy**.
C) alternative accommodation **We** will pay the cost of alternative accommodation for **You** and **Your** domestic pets, the same as **Your** existing accommodation and temporary storage of **Your Contents**, if the **Home** cannot be lived in following loss or damage which is covered under numbers 1 to 11 of Section 2 – **Contents** – Standard cover	a) any amount per claim over 20% of the **Contents** sum insured shown on **Your Schedule** b) any costs recoverable elsewhere c) any costs incurred without **Our** agreement to pay d) any costs after the property is reinstated and ready for habitation

Section 2 – Contents – **(Additional cover)** Continued

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:*	*What **Your Policy** does not cover:*
	The amount of any **Excess** as shown in **Your Schedule**.
D) **Accidental Damage** to electronic equipment **We** will pay for **Accidental Damage** to: • televisions including satellite decoders and receivers and personal recording devices • audio and video equipment • personal computers, laptops and web books all situated within the **Home**	loss or damage: a) while the **Home** is **Unoccupied** b) to records, compact discs, computer disks, cassettes or equipment, tapes, discs, memory sticks and computer software c) electrical or mechanical breakdown d) to computers or computer equipment by; i) erasure or distortion of data ii) accidental erasure or mislaying or misfiling or documents or records iii) viruses e) arising from the cost of remaking any film, disc or tape or the value of any information contained on it f) to games consoles g) to digital cameras, video cameras, or digital imaging equipment that are primarily designed to be hand-held h) to mobile phones and hand held multi-media players or similar items designed and intended to be portable, other than laptop computers and web books
E) loss of oil or metered water loss of oil or increased metered water charges **You** have to pay following an escape of water or oil, which gives rise to an admitted claim under number 4 or 5 of Section 2 – **Contents** – Standard cover	a) loss or damage while the **Home** is **Unoccupied** b) more than €1,000 in any **Period of Insurance**. If **You** claim for such loss under Sections 1 and 2 **We** will not pay more than €1,000 in total.
F) **Contents** temporarily removed from **Your Home** **We** will pay for loss or damage to **Contents** under numbers 1 to 11 of Section 2 – Contents – Standard cover whilst temporarily removed from **Your Home** and kept securely in: • any occupied private building • any building where **You** are living or working	loss or damage: a) to **Contents** outside **Ireland** b) of **Money** or **Credit Cards** c) to **Contents** within a professional storage facility for more than 60 days d) any amount per claim over 20% of the sum insured under Section 2 while in a professional storage facility

Section 2 – Contents – **(Additional cover)** Continued

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:*	*What **Your Policy** does not cover:*
	The amount of any **Excess** as shown in **Your Schedule**
• any **Building** for valuation, cleaning or repair • any professional storage facility **Building** • any bank or safe deposit **Building** for up to 120 days in any **Period of Insurance**	e) to **Contents** removed for exhibition or sale f) under number 6 of Section 2 – **Contents** – Standard cover, unless there is physical evidence of forced entry to, or exit from the **Building**
G) **Contents** at university, college or boarding school **We** will pay for loss or damage to **Contents** covered under numbers 1 to 11 of Section 2 – **Contents** – Standard cover. Cover applies when **You** are living in accommodation in **Ireland**, whilst attending university, college or boarding school	a) more than €5,000 per claim b) for loss or damage under numbers 6 or 8 of Section 2 – **Contents** – Standard cover, unless there is physical evidence of forced entry to or exit from the accommodation
H) emergency access any loss or damage caused by the emergency services gaining access to the **Home** in their course of duty the **Excess** does not apply to this cover.	
I) household removals loss of or damage to **Contents** under numbers 1 to 11 of Section 2 – **Contents** – Standard cover including **Accidental Damage** if shown as included on **Your Schedule**, while being removed permanently from **Your Home** by a professional removal company, to any other private property **You** are going to live in within **Ireland**, including whilst being stored within a professional storage facility for up to 72 hours	any amount per claim over 20% of the sum insured under Section 2 while in a professional storage facility loss or damage: a) to **Contents** outside **Ireland** b) of **Money** or **Credit Cards**

Section 2 – Contents – **(Additional cover)** Continued

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:*	*What **Your Policy** does not cover:*
	The amount of any **Excess** as shown in **Your Schedule**
J) replacement locks the cost of replacing and fitting locks on external doors of the **Buildings** at the **Home**, or to any safe or alarm installed at the **Home**, following theft or loss of keys belonging to **You**	a) more than €500 per claim b) more than €2,500 in any **Period of Insurance**. If **You** claim under Sections 1 and 2, **We** will not pay more than €2,500 in total
K) **Tenants** liability **We** will pay for loss or damage to the **Buildings** which **You** are legally responsible for as a **Tenant**, arising under numbers 1 to 11 of Section 2 – Contents – Standard cover including **Accidental Damage** if shown as included on **Your Schedule**	any amount per claim over 10% of the sum insured for **Contents** for loss or damage to the **Buildings** loss or damage: a) while the **Home** is **Unoccupied** b) to the **Buildings** caused by fire, lightning or explosion other than to the landlord's fixtures and fittings c) under numbers 8, 9 or 10 of Section 2 – **Contents** – Standard cover d) to fixtures and fittings **You**, as the **Tenant**, have installed
L) fatal injury **We** will pay: for fatal injury occurring to **You** at the **Home**, caused by fire or outward and visible violence by burglars, provided death occurs within 12 months of sustaining such injury. the **Excess** does not apply to this cover.	a) more than €5,000 per claim for each insured person under the age of 16 b) more than €10,000 per claim for each insured person aged 16 or over
M) temporary increases to the **Contents** sum insured **Your Contents** sum insured is increased by 10%, for the period 30 days before and 30 days after: • a wedding, civil partnership, anniversary, birthday and/or • a religious celebration	

Section 2 – Contents – **(Additional cover)** Continued

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:*	*What **Your Policy** does not cover:*
	The amount of any **Excess** as shown in **Your Schedule**
N) guests, visitors and **Domestic Staff** personal effects **We** will pay for loss or damage under numbers 1 to 11 of Section 2 – **Contents** – Standard cover whilst in **Your Home**	loss or damage: a) specifically excluded under Section 2 b) more specifically insured elsewhere c) more than €500 for each visitor per claim
O) domestic freezer cover **We** will pay the cost of replacing frozen food spoilt in any fridge or freezer in **Your Home** used for domestic purposes caused by; • a rise or fall in temperature • contamination by refrigerant or refrigerant fumes	loss or damage: a) caused by **Your** gas or electricity supplier cutting off or restricting **Your** supply b) caused by a strike, a lockout or an industrial dispute c) more than €1,000 per claim d) if the appliance is more than 10 years old when the food becomes damaged
P) **Contents** in the open **Contents** not contained within the **Home** but still within the boundary of the land belonging to the **Home**	more than €1,500 in one **Period of Insurance** loss or damage: a) while the **Home** is **Unoccupied** b) under number 3 of Section 2 – Contents – Standard cover

Section 2 – Contents – **(Additional cover)** Continued

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:*	*What **Your Policy** does not cover:*
	The amount of any **Excess** as shown in **Your Schedule**.
Q) pedal cycles accidental loss of or damage to pedal cycles up to €500	loss or damage: a) while being used for racing, pacemaking or trials b) to pedal cycle tyres, wheels or accessories unless the pedal cycle is lost or damaged at the same time c) unless in a building within the **Home** or locked to an immovable object
R) **Money** and **Credit Cards** **We** will pay for: • theft or accidental loss of **Money** • any amounts which **You** become legally liable to pay as a result of unauthorized use following loss or theft of **Your Credit Cards** anywhere in the world	a) more than €1,000 per claim b) loss of **Money** by mistake in change, counting or overpayment c) loss of **Money** not reported to the Garda/ Police within 24 hours of discovery d) any loss in value
S) fire brigade charges **You** have to pay as a result of fire damage to the **Contents** which gives rise to an admitted claim under number 1 of Section 2 - Contents	more than €3,175 during the **Period of Insurance**. If **You** claim for such loss under Sections 1 and 2 **We** will not pay more than €3,175 in total.

Section 2 - Contents – Accidental Damage

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:* **Your Policy** covers loss or damage to the **Contents** caused by:	*What **Your Policy** does <u>not</u> cover:* The amount of any **Excess** as shown in **Your Schedule**.
Accidental Damage	any amount per claim over 10% of the **Contents** sum insured in total for porcelain, china, glass and other brittle articles loss or damage: a) while the **Home** is **Unoccupied** b) **We** exclude elsewhere under Section 2, other than items designed and intended to be portable c) to **Money** or **Credit Cards** d) to contact, corneal or micro corneal lenses e) to hearing aids f) arising from mechanical or electrical breakdown or failure g) when the **Home** is lent, let or sublet

Section 3 - Personal Possessions and Valuables

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:*	*What **Your Policy** does not cover:* The amount of any **Excess** as shown in **Your Schedule**.
We will pay for loss or damage to **Personal Possessions** and **Valuables** anywhere in the world	a) more than €2,500 for any one item (including articles forming part of a pair or set) unless shown as a **Specified Item** on **Your Schedule** b) more than €1,500 for theft or disappearance of property from any unattended motor vehicle c) theft or disappearance of property from any unattended motor vehicle, unless it is locked and the items were hidden from view in a concealed luggage area, boot or closed glove compartment d) more than €2,000 in respect of theft or disappearance of jewellery from hotel or other temporary accommodation during **Your** absence from such rooms e) any item of jewellery set with stones valued over €7,500 which has not been inspected by a professional jeweller at least once every 3 years, with any defect remedied loss or damage: a) caused by mechanical or electrical faults or breakdown b) to guns caused by rusting or bursting of barrels c) to any sports equipment whilst in use d) to pedal cycles e) to contact, corneal or micro corneal lenses unless shown as a **Specified Item** on **Your Schedule** f) to dentures or dental appliances unless shown as a **Specified Item** on **Your Schedule** g) to items not in the custody, care or control of **You** h) to jewellery within baggage, unless the baggage is being carried by hand under **Your** personal supervision i) to **Motorised Vehicle or Craft** j) to articles used for business purposes unless identified to **Us** and shown as a **Specified Item** on **Your Schedule** k) to documents, lottery or raffle tickets or securities

Section 3 - Personal Possessions and Valuables Continued

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:*	*What **Your Policy** does not cover:* The amount of any **Excess** as shown in **Your Schedule**
	l) where the property has been obtained by a person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable m) to precious metals, pictures, paintings and works of art outside the **Home**

Section 4 - Pedal Cycles

Your Schedule tells **You** if this section is in force.

*What **Your Policy** covers:*	*What **Your Policy** does not cover:*
	The amount of any **Excess** as shown in **Your Schedule**.
We will pay the cost of repairing or replacing pedal cycles belonging to **You** (if shown as a **Specified Item** on **Your Schedule**) following loss or damage caused by: • theft or attempted theft • **Accidental Damage** occurring anywhere in **Ireland** and Europe.	a) cuts, bursts or punctures to tyres b) mechanical or electrical faults or breakdown c) theft or attempted theft when a pedal cycle is unattended, unless; i. it is in a secured locked building or; ii. secured through the frame of the cycle by a locked security device to an immovable object, permanent structure or motor vehicle or; iii. if the insured value of a cycle is over €1,500, secured through the frame of the cycle by a 'Sold Secure' 'Gold' standard security device to an immovable object, permanent structure or motor vehicle. loss or damage: a) to tyres, accessories, or removable parts of the pedal cycle unless the pedal cycle is stolen/ lost or damaged at the same time b) when the pedal cycle is being used for racing, pacemaking, trials, testing or let out on hire or used for anything other than private purposes

Section 5 - Liability to Domestic Staff

This cover only applies if Section 2 – **Contents** is operative.

*What **Your Policy** covers:*	*What **Your Policy** does not cover:*
Up to €10,000,000 to indemnify **You** for any one claim or series of claims arising from any one event **You** become legally liable to pay (which includes costs and expenses agreed by **Us** in writing) for accidental death, **Bodily Injury** or illness occurring within **Ireland**, to any **Domestic Staff** employed in connection with the **Home** the **Excess** does not apply to this cover.	**Bodily Injury** (including death) sustained by **Your Domestic Staff** involving any **Motorised Vehicle or Craft**

Section 6 - Property owner's liability

This cover only applies if Section 1 – **Buildings** is operative

*What **Your Policy** covers:*	*What **Your Policy** does <u>not</u> cover:*
We will indemnify **You** as owner of the **Home** for any amount up to €2,000,000 that **You** become legally liable to pay as damages in respect of accidental: • **Bodily Injury**, death or disease • damage to property occurring at the **Home** during the **Period of Insurance**. the **Excess** does not apply to this cover.	**Your** legal liability to pay compensation or costs arising directly or indirectly from: a) any communicable disease or virus b) any business, trade, profession or employment of **You** c) death, **Bodily Injury** or damage caused by lifts (other than stair lifts), hoists or **Motorised Vehicles or Craft** d) the cost of repairing any fault or alleged fault e) **Your** occupation of any land or building f) **Bodily Injury**, death or disease to **You** or **Your Domestic Staff** g) damage to property belonging to **You** or **Your Domestic Staff**, or in their control or custody

Section 7 - Public liability

This cover only applies if Section 2– **Contents** is operative

*What **Your Policy** covers:*	*What **Your Policy** does <u>not</u> cover:*
We will indemnify **You** as occupier (not owner) of the **Home**, from employment of any **Domestic Staff** or any other personal capacity for any amount up to €2,000,000 that **You** become legally liable to pay in respect of accidental: • **Bodily Injury**, death or disease • damage to property occurring anywhere in the world during the **Period of Insurance** the **Excess** does not apply to this cover.	**Your** legal liability to pay compensation or costs arising directly or indirectly from: a) any communicable disease or virus b) any business, trade, profession or employment of **You** c) any deliberate, willful or malicious act carried out by **You** d) **Your** occupation of any land or building other than the **Home** or it's land or any temporary holiday accommodation e) ownership, possession or use of **Motorised Vehicles or Craft** f) ownership, possession or use of any animal other than cats, horses or dogs which are not designated as dangerous under the Control of Dogs Act 1986 or any amending legislation g) ownership, possession or use of any species of animal not domesticated in **Ireland** h) any action brought against **You** by **You**, **Your Domestic Staff** and any person residing in the **Home**.

Section 8 – Legal Protection

Legal Protection provides:-

- Assistance Helplines including 24/7 Legal Advise
- Insurance for legal costs for certain types of disputes

Section 8 – Legal Protection - Assistance Helpline Services

Legal Helpline

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

Simply telephone **0818 868 000** and quote **"Prestige Underwriting Family Legal Expenses".**

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

Lifestyle Counselling Helpline
This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing. Counsellors and information specialists are also trained to help **You** with practical problems like debt.

You can access the Lifestyle Counselling Helpline on **+44 (0) 344 770 1036** and quote **"Prestige Underwriting Family Legal Expenses"**.

Health and Medical Information service
This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support.

This helpline is open 24 hours a day, seven days a week.

Simply telephone **+44 (0) 344 770 1036** and quote **"Prestige Underwriting Family Legal Expenses"**.

Cyber Support Helpline
You can call the helpline to talk about any problems **You** are having with **Your** personal electronics that **You** think are related to a cyber attack.

This includes:

- Immediate steps **You** should take in the event of a cyber attack
- What **You** can do to restore the device to the state it was in before the attack
- What **You** can do if **You** are subject to a Ransomware attack
- Advice on financial losses suffered as a result of a cyber attack

To access the Cyber Support Helpline please call **019 203 987** and quote **'Prestige Underwriting Family Legal Expenses'.**

Section 8 – Legal Protection - Terms of cover

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest arises**. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than **Our Standard Advisers' Costs**.

The insurance covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:-

a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits** and
b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**

Section 8 – Legal Protection - Important Conditions

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success
There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

Section 8 – Legal Protection - Important Conditions Continued

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

Duty of Disclosure
We have relied on the information you have given **Us** when deciding whether to insure **You** and when setting the terms and premium. The specific questions **We** have asked are material to the risk **We** are undertaking or the calculation of the premium, or both.

You have a duty to answer all questions honestly and with reasonable care. Where this has not happened, **We** may be entitled to use one of the remedies available to **Us** under the Consumer Insurance Contracts Act 2019 including to cancel the **Policy**, reject a claim or limit the amount **We** pay **You** in the event of a claim.

Section 8 – Legal Protection - How to make a claim

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

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a contact form online by visiting www.misunderwriting.com.

Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

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

Section 8 – Legal Protection – Definitions of words

Wherever the words or phrases below appear in **bold** print in the **Policy** they will have the meaning as defined below.

Adviser	**Our** specialist panel solicitors or accountants or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where it is necessary to start court proceedings or a **Conflict of Interest** arises, another legal representative nominated by **You**.
Advisers' Costs	Legal or accountancy fees and disbursements incurred by the **Adviser**.
Adverse Costs	Third party legal **Costs** awarded against **You** which shall be paid on the standard basis of assessment provided that these **Costs** arise after written acceptance of a claim.
Costs	**Standard Advisers' Costs** and **Adverse Costs**.
Conditional Fee Agreement/ Contingency Fee Agreement	An agreement between **You** and the **Adviser**, or between **Us** and the **Adviser** which sets out the terms under which the **Adviser** will charge **You**, or **Us** for their own fees.
Conflict of Interest	Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Contract of Employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
Daily Rate	An amount equal to 1/250th of either of the following: a) If **You** are employed, the average of the amounts shown on **Your** payslips from **Your** employer during the last 12 months (excluding bonus payments and overtime); or b) If **You** are self-employed, the monthly average of the income **You** declared to Revenue Commissioners for the previous tax year
Data Controller	The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.
Data Protection Legislation	The relevant **Data Protection Legislation** in force in the **Territorial Limits** at the time of the **Insured Event.**
Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a **Contract of Employment**.

Revenue Commissioners Audit	An examination by the Revenue Commissioners of **Your** self-assessment return for income tax or capital gains tax.
Identity Fraud	A person or group of persons knowingly using a means of identification belonging to **You** without **Your** knowledge or permission with intent to commit or assist another to commit an illegal act.
Insured Event	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **Insured Incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time. In a claim arising from **Identity Fraud** the **Insured Event** is a single act or the start of a series of single acts against **You** by one person or group of people. In a claim arising from a **Revenue Commissioners Audit**, the **Insured Event** shall be deemed to be the date the Revenue Commissioners issue a formal notice to **You** notifying of an audit into **Your** non-business affairs.
Insurer	This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.
Legal Action(s)	a) The pursuit or defence of civil legal cases for damages and/ or injunctions, specific performance or; b) The defence of criminal prosecutions to do with **Your** employment.
Maximum Amount Payable	The maximum payable in respect of an **Insured Event** is €50,000

Period of Insurance	The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
Standard Advisers' Costs	The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents
Territorial Limits	The Republic of Ireland.
We/Us/Our	MIS Underwriting Limited.
You/Your /Yourself	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance **Adviser** and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **Your** family member's resident with You. If You die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to or out of **Your** death.

Section 8 – Legal Protection - Cover

*What **Your Policy** covers:*	*What **Your Policy** does not cover:*
a) **Consumer Pursuit** **Costs** to pursue a **Legal Action** following a breach of a contract **You** have for buying or renting goods or services for **Your** private use. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another **Insurer** continuously from or before the date on which the agreement was made.	a) Where the amount in dispute is below €150 b) Where the breach of contract occurred before **You** purchased this insurance c) Involving a vehicle owned by **You** or which **You** are legally responsible for d) Arising from a dispute with any government, public or local authority e) Arising from the purchase or sale of **Your** main home f) Relating to a lease tenancy or licence to use property or land g) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled h) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You** i) Directly or indirectly arising from planning law j) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use
b) **Consumer Defence** **Costs** to defend a **Legal Action** brought against **You** following a breach of a contract **You** have for selling **Your** own personal goods. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another **Insurer** continuously from or before the date on which the agreement was made.	a) Where the amount in dispute is below b) €150 Where the breach of contract occurred before **You** purchased this insurance c) Involving a vehicle owned by **You** or which **You** are legally responsible for d) Arising from a dispute with any government, public or local authority

Section 8 – Legal Protection – Cover Continued

*What **Your Policy** covers:*	*What **Your Policy** does not cover:*
c) **Personal Injury** **Costs** to pursue a **Legal Action** following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible. If the **Legal Action** is going to be decided by a court in England or Wales and/or the Republic of Ireland and the damages **You** are claiming are above the Small Claims Court Limit, the **Adviser** must enter into a **Conditional Fee Agreement** and/or a **Fee Agreement** (dependent on the jurisdiction) which waived their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the Small Claims Court Limit, **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.	a) Arising from medical or clinical treatment, advice, assistance or care b) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury c) For illness, personal injury or death caused gradually and not caused by a specific sudden event d) Involving a vehicle owned or driven by **You** e) For **Advisers' Costs** associated with registering a claim or making an application to claim with the Personal Injury Assessment Board (PIAB)
d) **Clinical Negligence** **Costs** to pursue a **Legal Action** for damages following clinical negligence resulting in **Your** personal injury or death against the person or organisation directly responsible.	Claims for stress, psychological or emotional injury unless it arises from **You** suffering physical injury
e) **Employment Disputes** **Standard Advisers' Costs** to pursue a **Legal Action** in a dispute arising from a **Contract of Employment You** have entered into for **Your** work as an **Employee**.	a) Where the breach occurred within the first 90 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another **Insurer** continuously for a period of at least 90 days leading up to when the breach first occurred b) For **Standard Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your Contract of Employment** or the **Costs** associated with any settlement agreement c) Relating solely or mainly to personal injury.

Section 8 – Legal Protection - Cover Continued

*What **Your Policy** covers:*	*What **Your Policy** does not cover:*
f) **Property Infringement** **Costs** to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home.	a) Where the nuisance or trespass started within the first 180 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another **Insurer** continuously for a period of at least 180 days leading up to when the nuisance or trespass first started b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
g) **Property Damage** **Costs** to pursue a **Legal Action** for damages against a person or organisation that causes physical damage to **Your** main home. The damage must have been caused after **You** first purchased this insurance.	a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority b) In respect of a contract **You** have entered into c) Directly or indirectly arising from planning law d) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use e) Directly or indirectly arising from: i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground iii) Land slip meaning downward movement of sloping ground iv) Mining or quarrying

Section 8 – Legal Protection - Cover Continued

*What **Your Policy** covers:*	*What **Your Policy** does <u>not</u> cover:*
h) **Tax** **Standard Advisers' Costs** incurred to represent **You** throughout a **Revenue Commissioners Audit** relating to **Your** self-assessment tax return.	a) Relating to an off shore account held by **You.** b) In respect of the tax affairs of a company, or any claim if **You** in business partnership c) Any **Revenue Commissioners Audit** where **You** have not submitted a self-assessment tax return.
i) **Personal Identity Fraud** Costs arising from **Identity Fraud:-** a) To defend **Your** legal rights and/or take steps to remove judgments against **You** that have been obtained by an organisation from which **You** are alleged to have purchased, hired or leased goods or services. Cover is only available if **You** deny having entered in to the contract and allege that **You** have been the victim of **Identity Fraud** b) To deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Identity Fraud** c) In order to liaise with credit referencing agencies and all other relevant organisations on **Your** behalf to advise that **You** have been the victim of **Identity Fraud**	a) Where **You** have not been the victim of **Identity Fraud** b) Where **You** did not take action to prevent **Yourself** from further instances of **Identity Fraud** following an **Insured Event** c) Where the **Identity Fraud** has been carried out by somebody living with **You** d) For **Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss

Section 8 – Legal Protection – General Exclusions

1. **There is no cover where:-**
   a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
   b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute.
   c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
   d) **Your** insurers repudiate the insurance **Policy** or refuse indemnity

2. **There is no cover for:-**
   a) Claims over loss or damage where that loss or damage is insured under any other insurance.
   b) Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser**, or **Us**.
   c) Any claim **You** make which is false or misleading in any material respect and which **You** either know to be false or misleading or consciously disregard whether it is false or misleading
   d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly.
   e) **Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims

3. **There is no cover for any claim directly or indirectly arising from:-**
   a) A dispute between **You** and someone **You** live with or have lived with.
   b) **Your** business trade or profession other than as an Employee.
   c) An application for a judicial review
   d) Defending or pursuing new areas of law or test cases

4. **Privity of Contract**
   Subject to the extent that section 62 of the Civil Liability Act 1961 or section 21 of the Consumer Insurance Contracts Act 2019 applies, a person who is not a party to this contract has no rights under it to enforce any term of this contract.

Section 8 – Legal Protection – General Conditions

You must comply with these conditions to have the full protection of **Your** cover. If **You** do not comply with these conditions **Your** claim may rejected or not fully paid.

1. **Claims**
   a) **You** must notify claims as soon as possible once **You** become aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced such as an admission of liability or offer of payment.
   b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
   c) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
   d) The **Adviser** will:-
      i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
      ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
      iii) Keep **Us** advised of **Advisers' Costs** incurred.
      iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
      v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
      vi) Attempt recovery of **Costs** from third parties.
   e) In the event of a dispute arising as to **Advisers' Costs We** may require **You** to change **Adviser**.
   f) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
   g) **You** shall supply all information requested by the **Adviser** and **Us**.
   h) **You** are responsible for all legal **Costs** and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal **Costs** and expenses already paid under this insurance will be reimbursed by **You**.
   i) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own **Costs**.

2. **Prospects of Success**
   At any time **We** may**,** but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:
   a) Being able to recover the amount of money at stake
   b) Being able to enforce a judgement
   c) Being able to achieve an outcome which best serves **Your** interests

3. **Proportionality**
   We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action. Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. **Disputes**
   If a complaint cannot be dealt with by the Financial Services and Pensions Ombudsman (see 'How to make a Complaint), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Bar Council of Ireland may be asked to make a nomination of a barrister with suitable experience in insurance law. The arbitration will be binding and carried out under the Arbitration Act 2010. The **Costs** of the arbitration will be at the discretion of the arbitrator.

5. **Disclosure**
   You have a duty to answer all questions honestly and with reasonable care. Where this has not happened, **We**, or **Your Broker** or **Agent**, may be entitled to:

   a) Void the contract and keep the premiums if the disclosure breach is fraudulent
   b) Cancel the contract, refuse all claims and return the premiums if this contract would not have been entered into had the disclosure breach been known (if there is no outstanding claim at the time the contract is cancelled, then **We** will return only the premiums for the unexpired term of the contract)
   c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the disclosure breach been known
   d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the disclosure breach been known.

6. **Fraud**
   In the event of fraud, **We**:

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

7. **Other Insurances**
   If at the time of any incident which results on a claim under this policy there is any other insurance covering the same loss, **we** will only pay **Our** rateable share.

Section 8 – Legal Protection – General Conditions Continued

8. **Cancellation**
   This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation.

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

Section 8 – Legal Protection – Privacy and Data Protection Notice

Data Protection MIS Underwriting

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

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

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

- Reporting an incident involving **Your Home**

This information may include:

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

Personal information (including details of injuries) may be recorded on claims registers i.e Insurance Link, and shared with other insurers. **We** may search this register to detect and prevent fraud. For further information on Insurance Link http://inslink.ie/

How your data us used and shared by Insurers and Databases in relation to insurance
The data **You** provide will be used by **Us** and shared with other insurers as well as certain statutory and other authorised bodies.

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

Insurance Administration
Your information may be used for the purposes of insurance administration by the **Insurer**, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention. Information may also be shared with other insurers either directly or via those acting for the Insurer, such as Investigators or Loss Adjusters.

Update your information, request to erase your data, subject access request
If **You** wish to contact **Us** regarding this notice **You** can contact **Us** at: - Data Protection Officer, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. Telephone: 01 872 0179. Email – underwriting@misgroup.online – Please put Your request in the subject line.

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

Complaints
You have the right to complaint about how **We** treat **Your** Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at https://www.dataprotection.ie/en/contact/how-contact-us. **We** are only allowed to keep **Your** information if **We** need it for the reasons outlined above. **We** will keep it in line with the industry, regulatory and contractual requirements

Section 8 – Legal Protection – Making a Complaint

Customer Service
Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway. If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within 5 working days, that **We** have received **Your** complaint. Within 20 working days **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within 40 working days **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer to the Financial Services and Pensions Ombudsman if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

Our contact details are:-
MIS Underwriting Limited
14a Jocelyn Street
Dundalk
Co Louth
A91 XNY2
Tel: 01 872 0179
Email: underwriting@misgroup.online

The Financial Services and Pensions Ombudsman contact details:-
The Financial Services and Pensions Ombudsman
Lincoln House,
Lincoln Pl,
Dublin 2,
D02 VH29
Call: +353 1 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

Section 8 - Legal Protection – Authorisation

MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European Union (Insurance Distribution) Regulations, 2018 (IDR) in respect of General Insurance, registration no: C190040.

You can check **Our** status on the insurance distribution register by clicking here:
http://registers.centralbank.ie/

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland

Section 9 – Home Emergency Assistance – Definitions of words

This policy provides **You** with cover for an **Authorised Contractor** to undertake **Emergency Repairs** to secure the **Property** in an attempt to prevent further damage or loss occurring.

If **You** experience an **Emergency** within **Your** home please telephone 0818000444 available to **You** 24 Hours a day, 365 days a year. In the event of a **Catastrophe** event taking place, service times may be affected due to surges in demand and ability to provide **Emergency Repairs** may be restricted due to inaccessible/dangerous conditions.

The cover provided within this Home Emergency Assistance Policy is underwritten by MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY.

This is an important document - please read it carefully and keep it in a safe place, as it outlines the details of **Your** Home Emergency Assistance cover.

Section 9 – Definitions of words

The definitions below apply throughout **Your Policy**.

Wherever the words or phrases below appear in **bold** print in the **Policy** they will have the meaning as defined below.

Authorised Contractor – A tradesperson authorised and contracted by **Us** to carry out an emergency repair

Breakdown – A sudden and unforeseen mechanical or electrical malfunction which results in the unit or system no longer working.

Call Out Charges – The cost of the approved contractor attending the scene, the labour and materials needed to carry out an emergency repair.

Catastrophe – A sudden and violent event that brings about great loss or destruction, i.e. natural disasters and/or severe weather conditions.

Emergency – An **Emergency** is defined as an unforeseen or sudden occurrence which results in damage to **Your** domestic **Property** demanding immediate action to: (a) render the **Property** safe and/or (b) secure the building against further loss or damage.

Emergency Repairs – Work undertaken by an **Authorised Contractor** to resolve the **Emergency** by completing a **Temporary Repair** or, where possible within the **Limits of Cover**, a permanent repair.

Insurer – The Underwriter of this policy; namely MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY, is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct protection rules. Company Registration Number 903874.

Limits of Cover – The maximum amount payable towards the cost of the assistance.

Period of Insurance – The period of cover specified in **Your** home insurance schedule.

Property – The place of residence named in the home insurance schedule, comprising private dwelling and attached garage used for domestic purposes in the Republic of Ireland but excludes outbuildings and unattached garages. This can include private residence, let residential **Property** or holiday home.

Temporary Repair – A repair that will resolve an **Emergency** but will need to be replaced by a permanent repair.

We/Us/Our – MAWDY, its representatives and **Authorised Contractors.**

You/Your – The person(s) who has benefit of this policy.

Section 9 – Home Emergency Assistance - Cover

We undertake to provide an **Authorised Contractor** to undertake **Emergency Repairs** to secure the **Property** in an attempt to prevent further damage or loss occurring.

In the event of a Catastrophe event taking place, service times may be affected due to surges in demand and ability to provide Emergency Repairs may be restricted due to inaccessible/dangerous conditions.

We will provide assistance for an **Emergency** relating to:	*What **Your Policy** does not cover:*
a) **Plumbing and Drainage** The sudden or unexpected **Breakdown** of, or damage to, the plumbing and drainage system which will result in internal liquid damage to **Your Property**. This includes leaking pipes, blocked drains, water tanks, blockages in toilet waste pipes or leaking radiators.	a) more than €300.00 per **home** emergency assistance b) more than four assistances per **Period of Insurance** per policy.
b) **Electrical Supply** The sudden, unexpected **Breakdown** of the electricity supply (or one phase thereof) within **Your Property**.	
c) **Security and Glazing** The sudden or unexpected failure of, or damage caused to external locks, doors or windows only which has rendered **Your Property** insecure, including theft or loss of keys and/or broken external window glass.	
d) **Roofing** Damage to the roof of **Your Property** necessitating repair.	
e) **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 **Property**.	

Section 9 – Home Emergency Assistance – Additional Cover

Where **We** have carried out **Emergency Repairs**, **We** will provide (if necessary):	*What **Your Policy** does <u>not</u> cover:*
a) **Alternative Accommodation** If **Your Property** is deemed uninhabitable, **We** will provide overnight accommodation for 4 people, at an establishment of **Your** choice.	a) when an **Emergency Repair** has not been carried out b) more than €50 per person or €200 per incident.
b) **Furniture Storage** If **Your Property** 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 **Your** home	a) more than €200 per incident
c) **Urgent Message Relay** When an **Emergency** occurs within **Your Property**, **We** will relay **two** urgent messages to a family member at home or abroad	a) more than two messages per incident
d) **Essential Information** If **You** need the telephone number of an essential service urgently, simply call the number above and **We** will provide the telephone number for the Hospital, Garda Station, Fire Brigade, 24 Hour Pharmacy or Transport Company.	

Section 9 – Home Emergency Assistance – General Conditions

The following conditions, which apply to the **Policy** as a whole, describe **Your** responsibilities, general information and the procedures that apply in certain circumstances. Failure to adhere to these conditions could make the **Policy** invalid or mean **We** may refuse to pay **Your Claim**:

We have relied on the information **You** have given **Us** when deciding whether to insure **You** and when setting the terms and premium. The specific questions **We** have asked are material to the risk **We** are undertaking or the calculation of the premium, or both.

You have a duty to answer all questions honestly and with reasonable care.

- **You** must take reasonable precautions to protect and maintain **Your Property** and the services within it, keeping it in a good state of repair.
- If at the time of any **Claim**, another policy covers the incident, **We** will only pay **Our** rateable proportion regardless of what terms & conditions may apply to the other policy.
- It is a condition precedent to liability of the **Insurer** in respect of any **Property** which is Unoccupied for more than 60 consecutive days, that:
    - mains services are switched off and the water system is drained whenever the **Buildings** are vacated (unless electricity is needed to maintain any fire or intruder alarm system in operation)
    - a responsible person is to be appointed to supervise and check the **Property** in line with any conditions in **Your** buildings and/or Contents policy. These will be found on **Your** policy schedule.
    - accumulations of combustible materials such as junk mail are removed during inspection
    - the **Property** is secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms in operation
- Whilst **We** will consider **Your** wishes at all times, the service is provided at **Our** discretion and it might be necessary to provide an alternative means of assistance in certain circumstances.
- If **We** choose to set aside an exclusion, term or condition of this **Policy** in order to accept a **Claim**, this will not prevent **Us** from relying on that exclusion, term or condition in the event of a future **Claim**.

Cancellation
This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation.

Section 9 – Home Emergency Assistance – General Exclusions

We will not pay for:

- Issues outside the **Property**, namely sheds, unconnected garages and other outbuildings
- Primary Heating Systems which have not been maintained in line with manufacturers specifications
- Issues within the **Property** which existed prior to inception of this policy
- **Costs** or **Actions** necessary to remediate the **Property** over the Limit of Cover
- The cost of any work carried out without **Our** prior 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
- Any parts not supplied or chosen by **Us**. **Our Authorised Contractor** may still carry out the work using these parts but no liability will rest with **Us** as a result of a subsequent failure of these parts
- Normal day to day maintenance which should be carried out by **You** in **Your Property**
- Replacement of items within the **Property** which is necessitated as a result of normal wear and tear
- Any loss arising from subsidence, heave of the site or landslip
- Any loss or Damage arising as a consequence of:
    - War, terrorism, hostilities, civil unrest, act of foreign enemies or similar causes
    - Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste
    - Fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes
- Loss as a result of disconnection or interruption of public utilities services to **Your Property** which is not unique to **Your Property**
- Any investigative work, such as trace and access, which is required to solve the overall problem once the **Emergency Repairs** have been carried out
- Any incidents where the root cause of the problem emanates from a communal area that **You** do not have sole responsibility for
- Any incident brought about by an avoidable or willful or deliberate act committed by **You** or if the **You** consented to the act or ought to have known that the act would cause loss or damage
- The repair of damage arising from seepage, leaking or dampness even as a result of breakage or damage of the piping or other installation
- The repair of air conditioning installations, electrical showers, water filtration units, jacuzzis, drains and septic tanks outside the private home
- Alarm or telephone systems
- Repairs to lighting, including bulbs or fluorescent tubes, free-standing electrical installations such as lamps, home appliances
- Any work to: inside doors or fittings,outside doors not leading directly to the private home, mechanical shutters or automatic garage doors, double glazed units where one pane has remained intact, any private home in the course of construction or under refurbishment or renovation
- Any assistance requests if you knowingly provide false or misleading information
- Any recurring assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault

Section 9 – Home Emergency Assistance – General Exclusions Continued

Territorial Limits
Cover under this policy is restricted to properties located within the Republic of Ireland

Jurisdictional clause
At all times, this agreement shall be governed by Irish law

Insurance Act 1936
All monies which become or may become payable by **Us** to **You** under this **policy** shall, in accordance with Section 93 of the Insurance Act 1936, be payable in the Republic of Ireland

Stamp Duties Consolidation Act 1999
The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999

Section 9 – Home Emergency Assistance – Conditions

Before requesting assistance please check that the circumstances are covered by this Policy.

If **You** have an **Emergency** at **Your Property**, please call the **emergency** helpline number and have the following information available:

- **Property** address
- **Your** policy number
- a description of the problem
- a telephone number where **You** can be contacted

We will arrange and pay for the cost of the callout, labour and materials needed to carry out an emergency repair, up to the value of €300 plus vat per home emergency assistance. If the cost of the emergency repairs exceeds this amount you will be responsible for paying the difference

WARNING: You should contact **Your** supply company and/or the public **Emergency** services immediately if **You** have a major **Emergency** that puts someone in danger, which could result in personal injury or in serious damage to **Property**, such as a gas leak or a fire.

Complaints
In the unlikely event of a dispute occurring regarding a Home Emergency Assistance, **You** should write to: Customer Service Team, MAWDY, 22-26 Prospect Hill, Galway. Alternatively, **You** can telephone **Us** on 0818000444. **We** undertake to respond to **You** within five working days of receipt of **Your** letter. If **We** have not replied to **Your** complaint by then **We** will send **You** an acknowledgment letter to keep **You** informed of progress. Should **You** remain dissatisfied, **You** may contact:

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

Following this procedure does not affect **Your** legal rights.

Section 9 – Home Emergency Assistance – Privacy and Data Protection Notice

We need to obtain personal information from **You** to provide **You** with the policy of insurance.

We use **Your** personal information in the following ways:

- to provide **You** with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to **Our** agents who provide services on **Your** behalf under the terms of the policy;
- to confirm, maintain, update and improve our customer records;
- to analyse and develop **Our** relationship with **You**;
- to help in processing any applications **You** may make;
- to identify and market products and services that may be of interest to **You**, (subject to **Your** prior consent);
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by **Us** and/or any sectorial organisation in Europe.

Where **You** have given **Your** consent, **We** may share some of **Your** personal information with **Our** partner companies or companies within **Our** group so that they can provide **You** with information about other products, services and promotions that may be of interest to **you** by letter, telephone, SMS or e-mail. **We** will only disclose **Your** personal information to third parties if:

- it is necessary for the performance of **Your Policy** of insurance with **Us**
- **You** have given **Your** consent, including marketing consent
- such disclosure is required or permitted by law.

You can change **Your** mind about **Your** marketing consent at any time by contacting our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway or email: DPO.IRELAND@mawdy.com

We deal with third parties that **We** trust to treat **Our** customers' personal information with the same stringent controls that **We** apply ourselves.

Information which **You** supply to **Us** in connection with this policy will be held on **Our** computer records and stored according to the GDPR. **We** will not keep **Your** personal information for longer than necessary.

You are entitled on request to receive a copy of the personal information **We** hold about **You**. This will be information that **You** have given to **Us** during **Your** policy. If **You** would like a copy of **Your** information, please contact **Our** Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA Telephone: +44 (0) 1179 308926 Email: dpo@mawdy.com

Under the GDPR **You** also have the below rights in relation to **Your** personal data;

- Request correction/rectification of **Your** personal data.
- Request erasure of **Your** personal data, a right to be forgotten.
- Object to processing of **Your** personal data.
- Request restriction of processing **Your** personal data.
- Request transfer of **Your** personal data.
- Right to withdraw consent.

If **You** require more information in relation to how **We** process data and **Your** rights please contact **Us** at the address above.

We keep records of any transactions **You** enter with **Us** or **Our** partner companies for six years after this contract has terminated. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with **Our** legal and regulatory requirements. **We** may keep other personal information about **You** if it is necessary for **Us** to do so to comply with the law.

To assist with fraud prevention and detection **We** may:

- share information about **You** across **Our** group, with other insurers and, where **We** are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies;
- pass **Your** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers;
- check **Your** details with fraud prevention agencies and, if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this with the fraud prevention agency and other organisations who may also use and search these records to:
  a) help make decisions about credit and credit related services for **You** and members of **Your** household;
  b) help make decisions on motor, household, credit, life and other insurance proposals and claims for **You** and members of **Your** household;
  c) trace debtors, recover debt, prevent fraud and to manage **Your** insurance policies;
  d) check **Your** identity to prevent money laundering, unless **You** provide **Us** with other satisfactory proof of identity;
  e) undertake credit searches and additional fraud searches.

Under the GDPR, MAWDY can only discuss **Your** personal information with **You**. If **You** would like anyone else to act on **Your** behalf, please contact **Us. You** can do this by contacting **Our** Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway, Ireland.

Signed on behalf of the Company

Craig Senior

General Manager

By Authority of the Board

Complaints Procedure

We aim to give excellent service to all **Our** customers; however, **We** recognise that things may occasionally go wrong. **We** will do **Our** best to deal with **Your** complaint as effectively and quickly as possible.

You can direct **Your** complaint to Prestige Underwriting Services (Ireland) Limited, by contacting:

Prestige Underwriting Services (Ireland) Ltd,
4th Floor, Lanyon Building,
North Derby Street,
Belfast
BT15 3HL,
Phones (049) 437 1930,
Email complaints@prestigeunderwriting.co.uk or Aviva Insurance Ireland DAC at 1800 666 555.

If **Your** complaint relates to a claim, please let Aviva Insurance Ireland DAC know by:

Phone 1800 147 147 or email at claimcomplaints@aviva.com
You can also write to the
Aviva Complaints Team – Aviva Insurance Ireland DAC,
Cherrywood Business Park,
Dublin,
Ireland,
D18 W2P5.

If **You** are not satisfied with **Our** response or how **We** have dealt with **Your** complaint, **You** may refer **Your** complaint to:

Financial Services and Pensions Ombudsman ("FSPO"), at Lincoln House, Lincoln Place, Dublin 2, D02HV29.
Phone: 051 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie

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

Privacy Notice

Data Protection Notice

This notice explains how Prestige Underwriting Services (Ireland) Limited ("**We/Us/Our**") will use **your** personal data.

Our Details

We are a wholly owned subsidiary of Prestige Insurance Holdings Limited. **We** are the Data Controller for any personal data **you** supply to **us** in accordance with the General Data Protection Regulations, the Data Protection Act 2018 and any other relevant national law.

You can find this notice on **our** website at www.prestigeunderwriting.ie or a copy can be provided in writing on request. If **you** have any queries about the use of **your** information **you** can contact **your** local branch or **you** can also put any queries in writing to, Data Protection Officer, Prestige Underwriting Services (Ireland) Limited, Teach Chinn Aird, Ashe Street, Cavan.

The data we receive

We may obtain personal data from **you** directly or from someone **you** have authorised to supply personal data on **your** behalf, such as **your Broker**. **We** only will obtain data that is necessary for the performance and arrangement of **your** contract, for **our** legitimate interests as an insurance intermediary and for compliance with any legal obligation. This data may consist of the following:

- **Your** name, date of birth and contact details (including home address, telephone number and e-mail address);
- Details of the risk to be covered by the **policy** (for example vehicle make and registration)
- All other personal information that is necessary to provide a quote and to maintain any **policy**;
- Details of all previous quotes requested from **us** even if a **policy** was not arranged;
- Details of lapsed **policies** held with **us**;
- Details of claims on **policies** held with **us**;
- **Your** payment details, **your** payment history, details of any credit agreements and any debt management processes.

When it is necessary for the performance of the contract **we** may require **you** to supply sensitive information related to **your** health, motoring offences, unspent criminal convictions and union membership.

If **you** are unable to provide the required information **we** may not be able to offer **you** insurance or continue with cover.

It is important that **you** take reasonable care when providing **us** with information and answer any questions honestly and to the best of **your** knowledge. Providing fraudulent or incorrect information could affect the price of **your policy**, result in **your policy** being cancelled and claims being rejected or not fully paid.

If **you** provide **us** information relating to other individuals (for example named drivers) **you** should ensure that those individuals are aware that **we** will use their details for the purposes outlined in this notice and direct them to this notice for full information.

In order to prevent and detect fraud **we** may (at any time) obtain information about **you** from other organisations and public bodies (including the police) and check and/or file your details with fraud prevention agencies and databases.

Any information shared with **us** from other bodies can be used in **our** decision making process.

How we will use your data

Your personal information may be used by **us** for the following lawful purposes:

1. Processing that is necessary for the performance and arrangement of **your** contract of Insurance and with **us** including:
   - to make a decision whether **we** choose to accept or decline the proposed risk;
   - to calculate **your** premium and **policy** terms;
   - to service **your policy**;
   - to maintain **our** records;
   - to confirm **your** identity and to prevent fraud;
   - to investigate and resolve any complaints;
   - to deal with any claims **you** should submit under **your policy**;
   - to verify the information **you** provide;
   - to undertake internal quality monitoring and external audits;

2. **Our** legitimate interests as an underwriting agency:
   - to determine **our** underwriting and pricing strategies
   - to inform **you** of related insurance products, services and offers from **us** and the Prestige Insurance Holdings Group while **you** have existing products with **us**;
   - to carry out market research, statistical analysis including customer profiling to enable **us** to enhance **our** service and to develop new products;
   - to provide information to **your Broker**, Loss Adjustors, Underwriter, Finance Provider or other 3rd party with an interest in the **policy** for the purposes including but not limited to quality control, audit, complaint investigation, fraud prevention and claims handling;
   - to seek feedback, issue surveys and contact **you** regarding the service **we** have provided to allow **us** to review and improve **our** customer care;
   - to undertake training of **our** staff.

3. Where required by law:
   - to supply information to law enforcement agencies, **our** regulators, other statutory bodies, **your** Insurer and Finance Provider when **we** believe it is necessary for the detection and prevention of crime and as otherwise required by or permitted by law;
   - to carry out sanction, anti-money laundering, and anti-fraud controls.

4. With **your** consent:
   - to inform **you** of related products and services supplied by carefully chosen 3rd parties.

Data Retention

We will only hold **your** personal data for as long as **we** are required in law and by **our** regulators.

Transfer to 3rd parties and outside the UK/EU

In order to deliver **our** services to **you**, **we** may transfer data to the following 3rd parties:

- Insurers and Intermediaries for the purposes of arranging and underwriting cover, auditing and quality monitoring, complaint handling, investigating fraud.
- Insurers, Intermediaries and Service Providers to verify No Claims Bonus and claims history.
- Suppliers who provided necessary services required to handle any claim by or against **you** (For example Surveyors, Loss Adjustors, Engineers, Vehicle Repairers).
- To Insurers, Intermediaries, Claim Handling firms and Solicitors appointed to deal with a claim made by **you** or against **you**.
- IT and system providers to facilitate electronic data transfers, the provision of technical support and system development.
- Service providers who supply telephony, SMS, email or other messaging systems to contact about an existing **policy** or quotes as well as for the purpose of marketing under **our** legitimate interests as an Underwriting Agency.
- Service Providers for the purpose of verifying risk information.
- To the Financial Services and Pensions Ombudsman as part of the complaint resolution process.
- To law enforcement agencies, **our** regulators and other statutory bodies when **we** believe it is necessary for the detection and prevention of crime and as otherwise required by or permitted by law.
- Credit Reference Agencies to verify **your** identity, prevent fraud or to determine the most appropriate payment option.
- Companies and agencies that carry-out sanction, anti-money laundering and anti-fraud controls*
- Finance Providers if **you** agree to pay by Direct Debit
- Debt Recovery firms, Solicitors and Civil Courts if required to recover unpaid funds still contractually due or funds obtained by fraud or deception.
- To third parties per Section 21 of the Consumer Insurance Contract Act 2019

In circumstances where **we** may need to process some of **your** information using third parties located in countries outside of the European Union, **we** will take all necessary steps to ensure it is adequately protected. This includes ensuring there is an agreement in place with the third parties which provides the same level of protection as required by the data protection regulations in the EU.

***We** and other organisations may also search these agencies and databases to: help make decisions about the provision and administration of insurance, credit and related services (for **you** and members of **your** household), trace debtors or beneficiaries, recover debt, prevent fraud, manage your insurance policies, check your identity for the purposes of preventing money laundering (unless you furnish **us** with other satisfactory proof of identity) and undertake credit searches or additional fraud searches. On request, **we** can supply further details of the databases **we** access or contribute to.

Credit Searches

If **you** consent to a credit search it will be a soft search which is only visible to **you** (if **you** request a copy of **your** credit file at the credit reference agencies) and is not visible to other organisations. This type of credit reference check will not affect **your** credit file. The search will be visible on **your** credit report but it won't affect **your** credit rating as it's not an application for credit. The CRAs may add the details of **our** searches and information that hold about **you** to their records relating to **you**.

Marketing

We will not share or sell **your** details with any 3rd party for marketing purposes without **your** express permission. **We** will collect personal data from **our** website, social media accounts and if **you** sign up to features including document portals. This will be used to manage any existing agreement **you** may have with **us** and under our legitimate interest to inform **you** of the products and services **we** offer. **We** will also use the data when necessary to answer a query **you** have made or if required to as part of a competition or activity that **you** have entered. Information supplied via social media may also be held or processed by the social media company in line with their own privacy policies.

We may contact **you** by post, telephone, email and SMS to inform **you** of related insurance products, services and offers from **us** and the Prestige Insurance Holdings Group while **you** have existing products with **us**.

Should **you** wish to withdraw from marketing or amend the methods **we** use to contact **you** please contact **us** on (049) 437 1830 or writing to Data Protection Officer, Prestige Underwriting Services (Ireland) Limited, Teach Chinn Aird, Ashe Street, Cavan.

When required **we** will also include an unsubscribe option on marketing SMS messages and emails that **we** send that will stop any future contact. There may be a one off charge by **your** network provider for sending an unsubscribe SMS message to **us**.

Call Recording

Telephone calls to **us** and received from **us** will be recorded for training and quality purposes. Call recordings may also be supplied to the Insurer, intermediary or appropriate 3rd parties if required to investigate a claim or complaint and for the detection and prevention of criminal activity or fraud.

Privacy & Cookies

A cookie is a small information file that is sent to **your** computer and is stored on **your** hard drive. Cookies are what are often used so that sites can remember who **you** are to save **you** time when **you** re-visit a site. **Our** site statistics software currently also uses cookies to allow **us** to measure the level of activity occurring on the site.

We may also use remarketing to market to users of **our** website. **We** use cookies to identify **your** past behaviour on **our** website and serve ads to **you** based on this behaviour. This may mean that **you** might see **our** ads on 3rd Party websites that **you** visit after visiting **our** website. For more information and for details on how to opt out please click to view **our** full Cookie Policy.

Your Rights

You have the right to access or obtain copies of the personal information held about **you** by **us**. A response to **your** request will be provided to **you** within a month of **us** receiving a valid request. If **you** wish to obtain information held by the insurer **you** must contact them directly.

You have the right to restrict processing of inaccurate information and request that **we** correct any inaccuracies in the information held about **you**. **You** may also have the right to erasure of data in certain circumstances.

Where **we** hold or process data on the basis of your consent **you** have the right to withdraw that consent.
If **you** wish avail of these rights please write to the Data Protection Officer, Prestige Underwriting Services (Ireland) Limited, Teach Chinn Aird, Ashe Street, Cavan or call (049) 437 1830.

The Data Protection Commissioner

You can find more details about data protection from the Data Protection Commissioner's Office at www.dataprotection.ie. **You** can also contact the Data Protection Commissioner if **you** believe **we** have not complied with **our** obligations.

PRESTIGE
UNDERWRITING IRELAND

24 HOUR REPORTING LINE

1800 147 147

You can call our claim reporting line anytime, day or night. We are on hand 24 hours a day, 365 days a year, to take notification of any new claim and assist you in an emergency.

Your policy will be underwritten by Aviva Insurance Ireland DAC Underwriters and administered on their behalf by Prestige Underwriting Services (Ireland) Limited.

Part of the Prestige Insurance Holdings Group, Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland. Registered in Ireland. Company Registration Number 119908. Registered address: Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Co. Cavan, H12 PF67.

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