Kidd Specialist Home Insurance

Policy Wording

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Introduction

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Kidd Specialist Home insurance document. **Your** home insurance document sets out the conditions of the contract between **you** and **us.**

This insurance is arranged by Arachas Corporate Brokers Limited. Arachas acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated within the **schedule**.

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

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

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

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

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

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

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage Sections **you** have requested;
- **you** notify **your broker** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information;
- **you** take all reasonable steps to prevent loss, **damage** or an accident and keep the **buildings** in a good state of repair; and
- **you** comply with **your** duties under 'Important Information – Your Duties' on page 12 and **your** duties under the insurance as a whole.

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

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

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Definitions

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

Accidental Damage	**Damage** caused suddenly and unexpectedly.
Antiques and works of art	Individual items, collections and sets of particular value due to their age, style, artistic merit or collectability including furniture, paintings, drawings, prints, etchings, manuscripts, photographs, objets d'art, china, glass, porcelain, sculptures inside and outside **your home**, rugs, tapestries, wine, clocks, barometers and all other collectable property owned by **you** or for which **you** are legally responsible and which is not business property.
Bodily Injury	Bodily injury means death, illness, injury or disease
Broker	The person, people or company who arranged this insurance for **you**.
Buildings	The **home**, its' decorations and **tenants' improvements** including • fixtures and fittings attached to the **home** (including radio and television aerials, satellite dishes, their fittings and masts and solar panels attached to the building); • fixed water tanks, apparatus and pipes; • underground service pipes and cables, sewers, drains and septic tanks; • permanently installed lighting, swimming pools, tennis courts, driveways, footpaths, patios and terraces, walls, gates, fences, hedges, fixed fuel tanks.
Business Contents	Computer equipment, printers, office furniture, supplies, telecommunication equipment, stationery, books, records and documents used to conduct business from **your home**, owned by **your** business or for which **your** business is legally responsible.
Computer viruses	Any instruction from an unauthorised source that spreads itself over a computer system or network and corrupts or harms information. This includes but is not limited to, 'trojan horses', 'worms' and 'time or logic bombs'.
Contents	Household goods and personal property, which belong to **you** or for which **you** are legally responsible. **Contents** includes: • **money** and **credit cards**; • **valuables**; • tenants' fixtures and fittings; • fridge and freezer contents; • **business contents** **Contents** does not include: • any property held for business purposes other than **business contents**; • electrically or mechanically powered vehicles (other than domestic garden machinery) • aircraft; • boats, boards or other watercraft; • caravans or their accessories; • trailers, trailer tents or their parts and accessories; • any part of the **buildings** other than radio and television aerials, satellite dishes, their fittings and masts which are attached to **your home**; • plants or trees; • any living creature; or • Any property insured under any other insurance

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Definitions (continued)

Credit cards

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

Credit cards does not include:
- store cards and loyalty cards which cannot be used as a means to purchase goods and services; and
- **credit cards** used for or held for any trade, business or professional purposes.

Damage

Physical **damage** to or destruction of property.

Domestic employees

Any person working for **you** in connection with domestic duties who is:
- employed by **you** under a contract of service; or
- self-employed and working on a labour-only basis under **your** control or supervision.

Endorsement

A change in the terms and conditions of this insurance.

Excess

The first part of any claim which **you** must pay.

Geographical Limits

The Republic of Ireland

Gold and Silver

Gold and silver and gold and silver plated items.

Heave

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

Home

The private dwelling and its domestic outbuildings and garages used for domestic purposes only, all at the **premises** shown in the **schedule**.

Landslip

Downward movement of sloping ground.

Money

All of the following held or used for private domestic purposes:
- Current legal tender, cheques, postal and money orders;
- Postage stamps not forming part of a stamp collection;
- Saving stamps and saving certificates, traveller's cheques;
- Premium binds and gift tokens;
- Travel tickets

Period of insurance

The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

Permanent Physical Injury

- Loss by physical separation of an arm or hand or a leg at or above the ankle;
- Permanent loss of use of a complete arm, foot or leg; or
- Loss of sight resulting in the injured person being eligible for certification as registered blind;

occurring during the **period of insurance.**

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Definitions (continued)

Personal Possessions

Jewellery, watches, clothing, baggage, photographic, sports and musical equipment and other personal items which are designed to be worn, carried or used, owned by **you** or for which **you** are legally responsible. This also includes pedal cycles.

Personal possessions does not include:

- Household goods and domestic appliances;
- Televisions and satellite receiving equipment;
- **Money** or **credit cards**;
- Property which is used for trade, business or professional purposes (other than portable computer equipment and mobile phones);
- Deeds, bonds and other personal documents;
- Contact or corneal lenses;
- China, glass, pottery and any other similar items of a brittle nature;
- Riding tack;
- Sub aqua diving equipment;
- Skis (including sticks and bindings) and snowboards;
- Camping equipment;
- Car audio equipment.

Premises

The address which is named in the **schedule**.

Schedule

The **schedule** is part of this insurance and contains details of **you**, details of the **premises**, the sums insured, the **period of insurance** and the sections of this insurance and any **endorsements** which apply.

Settlement

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

Standard construction

Built of brick, stone or concrete and roofed with slates or tiles.

Subsidence

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Sum Insured

The amount shown on the **schedule** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy document or on the **schedule**.

Tenant's improvements

Alterations and decorations, which have been made by **you** or a previous occupier, that are not insured under any other insurance.

Territorial Limits

Worldwide

Terrorism

Any act(s) including but not limited to:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means; and
- putting the public or any section of the public in fear

in circumstances in which it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological or similar nature.

Unoccupied

If at the time of the loss or **damage** the **premises** have not been lived in for 45 consecutive days or are not sufficiently furnished for normal living purposes.

Valuables

Jewellery, watches, other precious metals, gemstones, furs, stamps forming part of a collection, coin and medal collections.

Vermin

Brown or black rats, house or field mice and wasps' or hornets' nests.

We, us or our

Lloyd's Insurance Company S.A.

You/Your

The person or people named in the **schedule** as the insured and all permanent members of **your home** (including resident **domestic employees** and those in full-time education)

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Section One – Buildings

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

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

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

Confidential (C3)

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

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This Section of the insurance also covers	We will not pay
A) Alternative Accommodation and Rent Up to 20% of the **buildings sum insured** for: a) loss of rent payable to **you** and ground rent payable to **you** which you cannot recover; or b) the reasonable costs of similar necessary accommodation for **you** and **your** domestic pets, if it is not possible to live in the **home** as the result of **damage** covered by this section	for any costs incurred without **our** permission;
B) Compulsory Evacuation If the local authority prevents **you** from living in **your home** because of loss or **damage** to a neighbouring property, **we** will pay the additional costs incurred for similar necessary accommodation for **you** and **your** domestic pets for a maximum of 30 days in total in any one **period of insurance**	for costs incurred without **our** permission;
C) Additional Costs and Expenses a) architects, surveyors and other professional fees; b) clearing debris, demolition, shoring or propping up; or c) complying with government or local authority requirements, necessary as a result of **damage** covered by this Section. Provided the **damage** is covered under this policy and **you** obtain **our** agreement before incurring these additional costs.	i) for fees incurred for preparing any claim under this policy; ii) for fees and costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if **you** were made aware of the need to meet them before the **damage** happened; iii) for fees or related costs applying to any undamaged part(s) of **your building**. iv) for costs incurred without **our** permission
D) Selling Your Home Anyone buying **your home** will have the benefit of the protection provided under Section One between exchange of contracts and when the sale is complete.	if the **buildings** are insured under any other insurance.
E) Emergency Access **Damage** to the **buildings** caused by forced access to deal with a medical emergency or prevent **damage** to the **buildings**.	
F) Trace and Access The cost of finding the source of any water or oil which has escaped from any fixed tanks, apparatus, pipes or any fixed domestic heating installation within the **home** for which **you** are legally responsible.	more than €5,000 in total during the **period of insurance**.

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This Section of the insurance also covers	We will not pay
G) Metered Water Up to €5,000 in total during the **period of insurance** for loss of metered water following **accidental damage** to fixed domestic water or heating installations in or on the **home**.	a) for **damage** caused while the **home** is **unoccupied**. b) more than €5,000 in total during the **period of insurance** if **you** claim under Sections One and Two.
H) Garden cover Costs **you** have to pay to restore **your garden** following loss or **damage** by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or **damage** caused by people acting maliciously or the emergency services.	a) more than €1,000 in total during the **period of insurance**; b) for loss or **damage** caused by trees being cut down on the **premises**.
I) Essential Alterations The cost of essential alterations to the **home** if **you** sustain a **permanent physical injury** as a direct result of a sudden, identified, unexpected and unforeseen accident in the **Geographical Limits**	more than €2,500 in total during the **period of insurance**.
J) Fire Brigade Charges Expenses **you** have to pay in respect of fire brigade charges which **you** are liable to pay following attendance by the fire brigade at the **premises** shown in the **schedule**, following loss or damage to the **buildings** which is covered under **section** one	more than €2,000 in total during the **period of insurance** if **you** claim under Sections One and Two

Accidental damage (Section One - Buildings optional additional cover)

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

What is covered	What is not covered
We will pay for:	**We** will not pay for:
Accidental Damage to **buildings**.	a) the cost of maintenance. b) **damage** specifically excluded elsewhere in Section One. c) **damage** caused while the **home** is lent, let or sub-let, d) **damage** caused by wear and tear, domestic pets, insects, **vermin**, rot, fungus, atmospheric or climatic conditions or any gradually operating cause. e) **damage** caused by faulty workmanship, faulty design or faulty materials. f) **damage** caused by **settlement** or shrinkage of the **buildings**. g) **damage** caused while the **home** is **unoccupied**.

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Conditions that only apply to Section One – Buildings

How we settle claims for damage to buildings

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

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

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

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

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

Matching items

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

Underinsurance

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

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

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

Salvage

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

Abandonment

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

Limitation that applies to Section One – Buildings

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

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Section 2 - Contents

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

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

What is covered	What is not covered
This insurance covers the **contents** for loss or **damage** caused by:	**We** will not pay for:
1) fire, lightning, explosion or earthquake.	
2) smoke damage.	**damage** resulting from any gradually operating cause.
3) storm, flood or weight of snow.	a) **damage** caused by frost; b) **damage** to gates, fences or hedges. c) loss or **damage** to roofs built with torch-on felt which are more than ten years old or other felt over five years old.
4) escape of water or oil from any interior fixed heating or domestic water or oil installation, washing machine, dishwasher, refrigerator or freezer in the **home**.	**damage** caused while the **home** is **unoccupied**;
5) freezing, forcible or violent bursting of any fixed heating or domestic water installation in the **home**.	**damage** caused while the home is **unoccupied**.
6) theft or attempted theft.	a) **damage** caused by **you** or by any person lawfully in the **home**; b) **damage** caused while the **home** is **unoccupied**, c) **damage** caused while the **home** is lent, let or sub-let, unless there is forcible and violent entry or exit; d) loss of **money** unless there is forcible and violent entry or exit.
7) riot, strike, labour or political disturbance or civil commotion.	
8) malicious acts or vandalism.	**damage** caused : a) by **you** or by any person lawfully in the **home**; b) while the **home** is:- i) **unoccupied**; or ii) lent, let or sub-let, unless there is forcible and violent entry or exit.
9) collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals.	**damage** caused by domestic pets.

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

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Section 2 – Contents (continued)

This Section of the insurance also covers	We will not pay for
A) Contents Temporarily Removed Up to 20% of the **contents sum insured** for **damage** to **contents** temporarily removed from the **home**, but within the **geographical limits**, caused by any of events 1 to 11 under Section Two.	i) storm, flood or malicious **damage** to **contents** which are not in a building. ii) **damage** insured under any other insurance; iii) **damage** to **contents** in **your** custody or control whilst living away from the **home** for the purpose of education. iv) **damage** to **contents** for sale, on exhibition or in a furniture depository. v) theft, unless there is forcible and violent entry or exit. vi) **damage** specifically excluded elsewhere in this Section. vii) loss or **damage** caused by: a) malicious acts b) vandalism c) theft or attempted theft if the property where **your contents** are temporarily kept are left for more than 30 consecutive days without any person residing, living or working there.
B) Contents Temporarily at college, university, or boarding school Up to €5,000 for **damage** to **contents** temporarily removed from the **home**, but within the **geographical limits**, for the purpose of attending a college, university or boarding school caused by any of events 1 to 11 under Section Two.	i) theft, unless there is forcible and violent entry or exit; ii) **damage** insured under any other insurance; iii) **damage** specifically excluded elsewhere in this Section. iv) loss or **damage** caused by a) malicious acts b) vandalism c) theft or attempted theft if the property where **your contents** are temporarily kept are left for more than 30 consecutive days without any person residing, living or working there.
C) Permanent Household Removal **Accidental damage** to **contents** while in direct transit from the **home** for permanent removal to another address owned or occupied by **you** within the **geographical limits**.	i) **damage** to china, glass, earthenware and brittle items, unless they have been packed by a professional packer. ii) **damage** caused by scratching, denting or bruising. iii) **damage** to **contents** in storage. iv) **damage** insured under any other insurance; v) loss of **money**

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This Section of the insurance also covers	We will not pay
D) Alternative Accommodation and Rent Up to 20% of the **contents sum insured** for a) rent payable by **you**; or b) the reasonable costs of similar necessary accommodation for **you** and **your** domestic pets, if it is not possible to live in the **home** as the result of **damage** insured by this section	for any costs incurred without **our** permission.
E) Compulsory Evacuation If the local authority prevents **you** from living in **your home** because of loss or **damage** to a neighbouring property, **we** will pay the additional costs incurred for similar necessary accommodation for **you** and **your** domestic pets for a maximum of 30 days in total in any one **period of insurance**	for any costs incurred without **our** permission.
F) Tenants Liability **your** legal responsibility as a tenant for loss or **damage** to the **buildings** caused by loss or damage that is covered under Section Two any of events 1 to 13 of Section Two	a) more than 20% of the **sum insured** under Section Two for the **contents** of the **buildings** damaged or destroyed; b) for loss or **damage** caused by fire, lightning or explosion to the **buildings** other than to the landlords fixtures and fittings; c) for loss or **damage** arising from **subsidence**, **heave** or **landslip**.
G) Replacement Locks Costs **you** have to pay for replacing locks to safes, alarms and outside doors and windows in **your home** following theft or loss of keys	more than €750 in total during the **period of insurance**
H) Freezer Contents Up to €1,000 in total during the **period of insurance** for spoilage of domestic food in any freezer in the **home** caused by any malfunction or rise or fall of temperature in the freezer or contamination by refrigeration fumes.	for: i) spoilage resulting from the deliberate disconnection by the supply authority of the individual electricity supply to the **home**; ii) **damage** while **your home** is **unoccupied**.
I) Metered Water Up to €5,000 in total during the **period of insurance** for loss of metered water following **accidental damage** to fixed domestic water or heating installations in or on the **home**.	a) for **damage** caused while the **home** is **unoccupied**. b) more than €5,000 in total during the **period of insurance** if **you** claim under Sections One and Two.

Confidential (C3)

This Section of the insurance also covers	We will not pay
J) Domestic Heating Oil Up to €5,000 in total during the **period of insurance** for loss of domestic heating oil following **accidental damage** to fixed domestic water or heating installations in or on the **home**.	a) for **damage** caused while the **home** is **unoccupied**. b) more than €5,000 in total during the **period of insurance** if **you** claim under Sections One and Two.
K) Fatal Injury Benefit Following fatal injury to **you** caused by fire or assault by burglars at the **premises** provided that death ensues within 12 months of injury, **we** will pay: a) €10,000 for each insured person aged 16 years and over; and b) €2,500 for each person under 16 years at the time of their death.	for fatal injury to **domestic employees**
L) Business Contents Up to €5,000 or 10% of the **contents sum insured** whichever is less in total during the **period of insurance** following **accidental damage** to **business contents** whilst in **your home**.	i) for loss or **damage** insured under any other insurance; ii) for loss or **damage** specifically excluded elsewhere in this Section.
M) Emergency Access **Damage** to **contents** caused by forced access to the **home** to deal with a medical emergency or to prevent **damage** to the **contents**.	
N) Gifts Up to €2,500 for gifts in the **home** relating to a wedding, birthday, anniversary, religious or other celebration for a member of **your** family including for a period of one month before and one month after the event	for loss or **damage** specifically excluded elsewhere in this policy.
O) Domestic Machinery €2,500 in total during the **period of insurance** for domestic garden machinery used within the **premises**	for **damage** by theft or attempted theft and/or malicious **damage** to domestic garden machinery when not kept in a locked building when not in use.

Confidential (C3)

Accidental damage (Section Two – Contents optional additional cover)

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

What is covered	What is not covered
We will pay for:	**We** will not pay for:
Accidental Damage to **contents** in the **home**	a) **damage** specifically excluded elsewhere in Section Two; b) **damage** caused while the **home** is lent, let or sub-let; c) **damage** caused while the **home** is **unoccupied**; d) **damage** caused to food in freezers, clothing, contact lenses, stamps and pedal cycles; e) **damage** caused by: i) wear and tear, domestic pets, insects, **vermin**, rot, fungus, atmospheric or climatic conditions or any gradually operating cause; ii) mechanical or electrical defect or breakdown; iii) dyeing, cleaning, repair, restoration or use contrary to maker's instructions; or iv) paying guests or tenants.

Conditions that only apply to Section Two – Contents

How we deal with your claim

1) If **you** claim for **damage** to the **contents**, **we** will decide whether to repair, replace or pay for any item covered under Section 2.

2) **We** will not reduce the **sum insured** under Section 2 after **we** have paid a claim as long as **you** agree to **carry** out **our** recommendations to prevent further loss or **damage**.

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

Matching items

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

Underinsurance

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

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

Salvage

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

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Abandonment

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

Limitations that apply to Sections Two – Contents

1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under **Error! R eference source not found.**General Condition d) **Excess**.

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

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

		Sum Insured
a)	Total of **valuables**	€15,000
b)	Any one item, pair or set of **valuables**	€5,000
c)	**Money**	€500
d)	**Credit cards**	€1,000
e)	Deeds, bonds and other personal documents not defined as **money**	€1,500
f)	Satellite dishes and receiving aerials and their fittings and masts contained in, or fixed to the home or within the boundaries of the **premises**	€2,500
g)	Pedal cycles	€500 per cycle
h)	Domestic garden machinery	€2,500
i)	**Contents** in an outbuilding other than a garage	€5,000

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Section Three – Valuables, Antiques and Works of Art, Gold and Silver, Personal Possessions, Money and Credit Cards

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

What is covered	What is not covered
This section covers **valuables**, **antiques and works of art**, **gold and silver**, **personal possessions** , **money** and **credit cards**:	**We** will not pay for:
1) Valuables, Antiques and Works of Art, Gold and Silver, and Personal Possessions **Accidental damage** to or loss of **valuables**, **antiques and works of art**, **gold and silver**, and **personal possessions** belonging to **you**, or for which **you** are legally responsible, against which a **sum insured** is stated in **your schedule**, whilst anywhere within the **geographical limits** and worldwide for up to 90 days in total during the **period of insurance**.	i. more than 50% of the **sum insured** for unspecified **personal possessions** or €1,500 whichever is the lesser, for any single item or items forming part of a set. ii. more than €1,000 for theft of property from unattended vehicle. iii. theft of property from unattended vehicle unless kept out of sight in a locked boot. iv. any one item, pair or set of **valuables, antiques and works of art, gold and silver** over €5,000 unless specified in the **schedule**. v. loss of or **damage** a) to **money**, **credit cards,** deeds, bonds and other personal documents, contact or corneal lenses, riding tack, sub aqua diving equipment, skis (including sticks and bindings), snowboards, camping and car audio equipment. b) to guns caused by rusting or bursting of barrels. c) to sports equipment whilst in use. d) to any item being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported. vi. loss or **damage** directly or indirectly caused by or arising from : a) moth, **vermin**, wear and tear, infestation, corrosion, damp, wet or dry rot, mould, frost or anything which happens gradually; b) misuse, latent defect, faulty design, faulty workmanship or faulty materials; c) dryness, dampness, extremes of temperature or exposure to light; d) chewing, scratching tearing or fouling by **your** domestic pets; e) dyeing, cleaning, repairing, renovating, restoration or being worked on; or f) pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the **premises**. g) mechanical or electrical faults or breakdown.

Confidential (C3)

Section Three – Valuables, Antiques and Works of Art, Gold and Silver, Personal Possessions, Money and Credit Cards (continued)

What is covered	What is not covered
	We will not pay for:
1) Valuables, Antiques and Works of Art, Gold and Silver, and Personal Possessions (continued)	vii. loss or **damage** while the **buildings** are **unoccupied** unless the loss or **damage** is caused by: a) fire, lightning, explosion or earthquake; b) aircraft and other flying devices or items dropped from them; c) storm, flood or weight of snow; d) collision by any vehicle or animal; e) **subsidence**, **heave** or **landslip.**
2) Pedal cycles The cost of repairing or replacing **your** pedal cycles following theft or attempted theft or **accidental damage** whilst anywhere within the **geographical limits**.	a) loss of or **damage** to tyres, lamps, or accessories, unless the cycle is stolen or damaged at the same time and by the same event; b) loss or **damage** due to wear and tear or any gradually operating cause; c) **damage** from mechanical or electrical faults or breakdown; d) loss of or **damage** to the cycle while it is used for racing or pacemaking, is let out on hire or is used other than for private purposes; e) a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft; f) any amount over €500 each in value unless specified on **your schedule**.
3) Money Up to €500 for loss of **money** in the **geographical limits** and worldwide whilst in **your** possession for up to 90 days in total during the **period of insurance**.	a) for theft from a motor vehicle unless at the time of the loss or **damage** someone aged 16 or over was in the motor vehicle; b) for loss of **money** from **your home** whilst it is **unoccupied**; c) for loss from **your home** caused by theft, malicious **damage** or vandalism when **your home** is used for business purposes, unless there is forcible and violent entry or exit.
4) Credit Cards €1,000 in total for **credit cards** within the **geographical limits** and worldwide up to 90 days in total during the **period of insurance**.	**We** will only pay amounts **you** legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. **You** must comply with the terms and conditions under which the **credit cards** were issued.

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Section Three – Valuables, Antiques and Works of Art, Gold and Silver, Personal Possessions, Money and Credit Cards (continued)

Conditions that only apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver, Personal Possessions, Money and Credit Cards

How we deal with your claim

We will, at **our** option:

1) replace the item(s) as new;
2) pay the cost of repair for items which can be economically repaired; or
3) pay the full replacement cost.

The full replacement cost is the cost of replacing all item(s) as new, less an amount for wear, tear and depreciation on clothing.

Where **you** have chosen not to repair or replace an item, **we** will make a deduction for wear, tear and depreciation.

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

Matching items

We will not pay for the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when **damage** occurs within a clearly identifiable area or to a specific part.

Underinsurance

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

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

Salvage

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

Abandonment

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

Limitations that apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver, Personal Possessions, Money and Credit Cards

1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under **Error! R eference source not found.**General Condition d) **Excess**.

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

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Section Four – Accidents to Domestic Employees

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

What is covered	What is not covered
We will pay:	**We** will not pay:
for amounts you become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your domestic employees** employed in connection with the **premises** shown in the **schedule.**	a) for **bodily injury** arising directly or indirectly i) by any motorised or horse-drawn vehicle other than; a. domestic garden equipment whilst being used within the **premises**; and b. pedestrian-controlled garden equipment, electric wheelchairs or items designed for a child's use. ii) from any vehicle used for racing, pacemaking or speed testing iii) from any communicable disease or condition iv) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance** b) for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.

Limitation that only applies to Section Four – Accidents to Domestic Employees

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

Confidential (C3)

Section Five – Legal Liability to the Public

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

This Section applies in the following way:

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

What is covered	What is not covered
Part A) **We** will pay **you**: i) as owner or occupier for any amounts **you** become legally liable to pay as damages for: a) **bodily injury**; or b) **damage** to property, caused by an accident happening at the **premises** during the **period of insurance**; OR ii) as a private individual for any amounts **you** become legally liable to pay as damages for: a) **bodily injury**; or b) **damage** to property, caused by an accident anywhere in the world during the **period of insurance**.	**We** will not pay for any liability: a) for **bodily injury** to; i. **you**; or ii. any person who at the time of sustaining such injury is engaged in **your** service; b) for **bodily injury** arising directly or indirectly from any communicable disease or condition; c) for **damage** to property owned by or in the charge or control of: i. **you**; or ii. any person engaged in **your** service; d) in Canada or the United States of America after the combined period of stay in both countries has exceeded 30 days during the **period of insurance**; e) arising directly or indirectly out of any profession, occupation, business or employment; f) which **you** have assumed under contract and which would not otherwise have attached; g) arising out of any criminal acts; h) arising out of **your** ownership, possession or use of: i. any motorised vehicle other than domestic garden equipment, mobility scooters or wheelchairs, if **you**, or someone acting with **your** permission, are using them on any public road where the Road Traffic Act or similar legislation says **you** must insure them; ii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes, sailboards or dinghies; iii. any animal other than cats, horses or dogs which are not designated as 'dangerous' under the Control of Dogs Act 1986 or similar legislation; or

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What is covered	What is not covered
	i) for any kind of pollution and/or contamination other than: i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises**; and ii. reported to **us** not later than 30 days from the end of the **period of insurance**, in which case all pollution or contamination arising out of the accident will be deemed to have happened at the time of the accident; j) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**; k) if **you** are entitled to payment under any other insurance, including but not limited to any house or travel insurance, until such insurance is exhausted; l) arising out of any goods or products designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by **you**; m) for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.
Part B) Unrecovered Court Awards **We** will pay for sums which **you** have been awarded during the **period of insurance** by a court in the **geographical limits** and which still remain outstanding 3 months after the award has been made provided that: I. Part A ii) of this Section would have paid **you** had the award been made against **you** rather than to **you**; II. there is no appeal pending; and III. y**ou** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment.	

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

We will not pay:

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

b) in respect of other liability covered under Section Five, more than €2,600,000 during the **period of insurance** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

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Your Duties

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

Full value should represent the following:

- For **buildings** – the full rebuilding cost including additional rebuilding expenses;
- For **contents** – the current cost as new; and
- For **valuables**, **antiques and works of art**, **gold and silver,** and **personal possessions** – the current market value.

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

You must notify **your broker**:

- As soon as reasonably possible if **you** become aware that information **you** have given **us** is inaccurate;
- within 14 days of **you** becoming aware of any changes in the information **you** have provided to **us** which happen before or during the **period of insurance**;
- at least 30 days before **you** start any work to extend, renovate, build or demolish any part of the **buildings**, or any work involving the use of heat;
- if **you** make any changes that will downgrade the security or fire protections at **your home**;
- if **you** stop using the **home** as **your** permanent **home**; or
- if **you** regularly leave the home **unoccupied** or regularly leave the **home** unattended at night.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or of planned building works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with 'Important Information – Our right to cancel' on page 14.

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

Information you have given us

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

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims. A misrepresentation is deliberate or reckless if **you**:

a) knew that it was untrue or misleading, or did not care whether or not it was untrue or misleading; and
b) knew that the matter to which the misrepresentation related was relevant to **us**, or did not care whether or not it was relevant to **us**.

The burden will be on **us** to prove a) and b) above.

If **we** establish that **you** provided **us** with false or misleading information which was not deliberate or reckless and had **we** known the information from the start of the policy or at the time of its renewal, **we**:

a) would not have entered into the contract:
   we will:
   i) charge an additional premium calculated from the start of the policy (the amount charged will be proportionate with the increase in risk);
   ii) apply additional terms from the date **we** discover the misrepresentation;

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Provided **you** have paid the additional premium **we** requested and agreed in writing to the additional terms, **we** will also:

i) pay any valid claims notified to **us** before the date of the discovery of the misrepresentation, including any valid claim which led to the discovery of the misrepresentation;
ii) continue to cover **you** on the revised basis for the remaining **period of insurance**, but **we** may not continue insuring **you** once the policy reaches its renewal date.

However there may be certain circumstances where **we** will avoid the policy from the start date and treat the insurance as though it never existed. These circumstances will include where the misrepresentation means **we** or **our** parent company will suffer reputational harm in either the insurance market, the media or amongst **our** clients or trading partners. If **we** do avoid **your** policy from the start date because of the above, all premiums paid will be returned and no claims paid.

b) would have applied different terms:

we will apply those different terms from the date **we** discover the misrepresentation.

c) would have charged a higher premium:

we will charge that additional premium calculated from the start of the policy.

d) would have charged a higher premium and applied different terms:

i) **we** will charge an additional premium calculated from the start of the policy; and

ii) apply additional terms from the date **we** discover the misrepresentation.

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

- intend to treat this insurance as if it never existed; or
- require **you** to pay an additional premium; or
- apply additional terms.

How to make changes to this insurance

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

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

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

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

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

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When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance, require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with 'Important Information – Our right to cancel' on page 14.

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

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

Renewal of this insurance

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

How to cancel this insurance

During the cooling off period

You may cancel this insurance within 14 days:

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

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

After the cooling off period

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

Our right to cancel

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

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Failure to comply with **your** duties under 'Important Information – Your Duties' on page 12;
- Failure to inform **us** of changes to information provided by **you** on **your** proposal form/statement of fact; and
- Failure to implement changes that have been requested by **us**.

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

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How to make a claim

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

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

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

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

Your duties:

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

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

Defending claims

We may:

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

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

Please note that there are also claims conditions that apply to Section 1 – Buildings on page 7.

Fraudulent Claims

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

i) refuse to pay the claim;

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

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

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

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

Claims Condition

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

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Complaints

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

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

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

Post:	Service Manager, Operations Team, Lloyd's Insurance Company S.A., Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium
Telephone:	+32 (0)2 227 39 39
Fax:	+353 1 6 620 890
Email:	enquiries.lloydsbrussels@lloyds.com

Your complaint will be acknowledged, in writing, within 5 business days of the complaint being made. **You** will also be informed of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further. **You** will be provided with an update on the progress of the investigation of **your** complaint, in writing, within 20 business days of the complaint being made. A decision on **your** complaint will be provided to **you**, in writing, within 40 business days of the complaint being made.

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

Post:	Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Republic of Ireland
Telephone:	+353 1 6 567 7000
Email:	info@fspo.ie
Website:	www.fspo.ie

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

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

Choice of Law and Jurisdiction

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

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

in accordance with the provisions of Brussels Regulation (1215/2012/EU).

Language

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

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DATA PROTECTION NOTICE

Who we are

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

What personal information we process about you

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

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

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

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

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

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

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

Who we are sharing your personal data with

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

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

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

How long we keep your data

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

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

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Other people's details you provide to us

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

Complaints, contacting us and the regulator, and your rights

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

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

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

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

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

Munich Re Syndicate Limited
1 Fen Court, London, EC3M 5BN
Tel: +44 (0)20 7886 3900, **Email**: central@mrunderwriting.com

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

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

Consent

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

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

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

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

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Contact details of the Data Protection Officer

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

Data Protection Officer

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

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General Exclusions

Sanctions

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

Tax

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

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

Service of Suit

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

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

Our Regulator

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

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

Arachas Corporate Brokers Limited trading as Arachas, Capital Insurance Markets, Capital IM, Covercentre, ProEx Underwriting is regulated by the Central Bank of Ireland. Company registration number: 379157

Confidential (C3)

General Exclusions

a) Biological, chemical, radioactive or nuclear contamination

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

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

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

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

b) Electronic data

We will not pay for:
i) loss of or **damage** to any property, information or digital data, or additional expense arising from; or
ii) any legal liability directly or indirectly caused by or contributed to, by or arising from;
   a) **computer viruses**, hacking, computer error or malfunction;
   b) distortion, alteration, erasure or corruption of electronic or digital data; or
   c) the failure of any equipment to correctly recognise the date or change of date.

c) Existing, deliberate and indirect damage

We will not pay for loss or damage:

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

d) War

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

e) Pollution

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

i) a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the **period of insurance**; or
ii) oil escaping from a domestic oil installation at the **premises** or any neighbouring property, provided that **we** are advised as soon as reasonably possible following **your** becoming aware or when you ought to have become aware, of the leakage.

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a) Policy Coverage

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

b) Index-linking if noted in your Schedule

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

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

c) Other insurance

We will not pay any claim if any loss, **damage** or liability covered under this insurance is also covered wholly or in part under any other insurance, except in respect of any amount beyond the limits which would have been covered under any such insurance had this insurance not been effected.

This clause does not apply to Section Two Additional Cover K) Fatal Injury Benefit.

d) Excess

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

Section	Applicable **excess**
Section One – Buildings	€750 in respect of escape of water claims; €1,000 in respect of **subsidence**, **landslip** or **heave claims**; €350 in respect of all other claims unless it is stated in this section that an excess does not apply.
Section Two – Contents	€750 in respect of escape of water claims; €350 in respect of all other claims unless it is stated in this section that an excess does not apply.
Section Three – Valuables, Antiques and Works of Art, Gold and Silver, Personal Possessions, Money and Credit Cards	Nil for specified items €350 in respect of all claims unless it is stated in this section that an excess does not apply.
Section Four – Accidents to Domestic Employees	Nil
Section Five – Legal Liability to the Public	Nil

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