ARRANGED BY

KENNCO UNDERWRITING LIMITED

INSURED BY

ERGO

Holiday Home Policy

service, stability, security

Holiday Home Insurance Policy

Please read this insurance document carefully to make sure it meets your needs.
Keep this insurance document in a safe place.

KennCo Underwriting Limited
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Rathfarnham
Dublin 16
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This Policy is arranged and administered by KennCo Underwriting Ltd
on behalf of the Insurer(s) named in the *Schedule*.

02 /2022

Policy Arranged by:
KennCo Underwriting Ltd

KennCo is an Irish owned and run underwriting agency based in Rathfarnham, Co Dublin. It is registered in the Company Registration Office under Company number 454673 and its registered office is Suites 5 - 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. KennCo Underwriting Ltd T/A KennCo Insurance is regulated by the Central Bank of Ireland.

Policy Insured by:
ERGO Versicherung AG.

ERGO Versicherung AG is a German insurance company with its headquarters at Ergo•Platz 1, 40477 Düsseldorf, Germany. Registered No. HRB36466.
ERGO Versicherung AG is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to regulation by the Central Bank of Ireland for conduct of business purposes.

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Welcome

Introduction to Your Insurance Policy[1]

This is ***your*** insurance policy. It is a contract of insurance between ***you*** and ***us***, and is made up of this policy booklet, ***your schedule*** and any ***endorsement*** applying to ***your*** insurance policy. It is based on the information and statements ***you*** have provided to ***your broker*** or the information that was given on ***your*** behalf when ***you*** applied for this insurance. ***You*** should keep it in a safe place.

The insurance relates ONLY to those sections of the policy which are shown in the schedule as being included.

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

It is important that ***you*** read ***your*** policy booklet together with ***your*** schedule very carefully. Please read the whole document. It is arranged in different sections. It is important that:-

- ***you*** are clear which sections ***you*** have requested and want to be included;
- ***you*** understand what each section covers and does not cover;
- ***you*** understand ***your*** own duties under each section and under the insurance as a whole.

If any details are incorrect or if it does not provide the cover ***you*** need ***you*** should return the ***schedule*** to ***your broker*** immediately.

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 or ***damage you*** sustain or legal liability ***you*** may incur for accidents happening during the period shown in the ***schedule***.

Failure to pay ***your*** premium within the timescales advised to ***you*** by ***your broker*** may render ***your*** policy invalid from its inception.

Cooling Off Period

You will for a period of 14 working days from the date ***you*** are informed that this insurance contract has been concluded, have the right to cancel this policy and receive a full refund of any premium ***you*** have paid to ***us*** by giving ***us*** notice in writing, although ***we*** reserve the right on refunding any premium paid to ***us*** if ***you*** have made a claim under this policy.

To exercise ***your*** right to cancel, contact ***your broker*** who arranged this cover for ***you***. Please be aware that ***your broker*** may charge a fee for work completed on ***your*** behalf.

Cancellation Clause

1. ***We*** can cancel this insurance by giving ***you*** 14 working days' notice in writing and will provide a reason for any such cancellation. Any return premium due to ***you*** will depend on how long this insurance has been in force and whether ***you*** have made a claim. ***We*** reserve the right on refunding any premium paid to ***us*** if ***you*** have made a claim under this policy.

2. ***You*** can also cancel this insurance at any time by writing to ***your broker***. Any return premium due to ***you*** will depend on how long this insurance has been in force and whether ***you*** have made a claim. ***We*** reserve the right on refunding any premium paid to us if you have made a claim under this policy.

Our Service to You

Our aim is to provide ***you*** our customer with first class service at all times. ***Your*** view of the service ***we*** give ***you*** is very important to ***us*** and ***we*** welcome your comments on any aspect of the way ***we*** do things.

When ***we*** make a mistake or ***we*** do not meet ***your*** expectations ***we*** want to hear about it, because it provides ***us*** with the opportunity to improve ***our*** service. If ***you*** want to make a complaint, please follow the Complaints Procedures outlined in the ***Schedule. We*** will investigate it promptly because when things go wrong, solving the problem is a priority for ***us***.

Law applicable to Contract

The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. This insurance contract will be governed by Irish law.

Insurance Act 1936 (or future amendments thereto)

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

Finance Act 1990 (or future amendments thereto)

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

Insurance Compensation Fund

The Insurance Compensation Fund (ICF) protects consumers of authorised non•life insurance companies that go into liquidation and are unable to pay insurance claims. These could be claims made by the policyholders or third parties. A non•life insurance policy is typically a general household insurance policy like car or home insurance, and excludes life insurance or health insurance. The maximum compensation amount paid by the ICF is 65% of the cost of the insurance claim or €825,000 – whichever is lower. however, in the case of third party motor insurance claims, where an insurer is in liquidation the Fund will make a payment of 100% of an award.

A sum due to a commercial policyholder may not be paid out of the Fund unless the sum is due in respect of a liability to an individual. In addition, not all policyholder liabilitiesare covered by the Fund and excluded risks include health, dental and life policies.

The ICF doesn't refund the cost of insurance premiums that may have already been paid by the policyholder. It also only covers payments in respect of sums due under policies issued by non•life insurers authorised in Ireland or in other EU Member States. For full details on the ICF please visit the central Bank of Ireland's website at www.centralbank.ie

Choosing the Right Levels of Cover

Adequate insurance for your circumstances

How much to insure for

It is ***your*** responsibility to make sure that the amount ***you*** insure under ***your*** policy represents the full value of the property concerned. ***You*** will find these amounts ("sum insured") for which ***you*** are insured in ***your schedule***.

For ***buildings***, this means the full cost of rebuilding ***your home*** including fixtures and fittings, any outbuildings and external structures like walls and fences, plus an amount for any extra charges that could be involved in rebuilding such as demolition costs, architects' and surveyors' fees and meeting the requirements of local authorities. Please note that the cost of rebuilding ***your home*** may be different from the market value of ***your home***.

For ***contents*** this means the full cost of replacing all ***your*** belongings within the ***home*** at current prices (apart from television sets, DVD players, camcorders, videos, record players, compact disc players, video recorders, home computers, laptop computers, game consoles including CD's, tapes, records and software and similar equipment over one year old and clothing and household linen, where ***we*** may make a deduction for wear and tear and loss in value). Any ***valuables*** worth over €1500 must be specified on the ***schedule***.

It's important that ***you*** insure for the full amount as these "sums insured" represent the maximum that ***we*** will pay in the event of a claim.

If ***you*** have any doubt on the adequacy of the amount ***you*** are insured for under this policy ***you*** should immediately consult with ***your broker*** who will assist ***you*** in ascertaining adequate amounts for the property concerned.

Definitions

Wherever the following words appear in ***bold*** in this insurance policy they will have the meanings shown below:

accidental damage - unintended ***damage*** caused by sudden and unexpected external means

asbestos - shall mean crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

asbestos dust - shall mean fibres or particles of ***asbestos***

bodily injury - death or physical trauma

buildings - the permanent structure of ***your home***; including permanently installed fixtures, fittings, decorations, domestic fixed oil-tanks, tennis courts, swimming pools, walls, gates, fences, paved paths and terraces, patios and drives – all situated on the same site at the address specified on the ***schedule*** which ***you*** own or for which ***you*** are legally responsible

Pool covers, satellite dishes, aerials and masts are deemed to be ***contents*** and are excluded (covered under the ***contents*** section)

computer(s) - Any desktop or laptop and any connected (physically or by wireless) peripheral device
BUT EXCLUDING
• any ***games and/ or multimedia console***

computer virus - a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.
Computer virus includes but is not limited to 'Trojan Horses', 'Worms' and 'Zombies'

consequential loss - any further loss of any kind that may arise due to, or as a result of, loss or destruction of or any ***damage*** to any property whatsoever

contents - household goods, personal possessions and tenant's fixtures and fittings (***your*** fixtures and fittings if ***you*** do not own the ***building*** or ***you*** are not responsible for insuring the ***building***) at ***your premises*** all belonging to ***you*** or for which ***you*** are legally responsible, including

- ***contents*** in domestic outbuildings and garages; but not exceeding any amount over €3000 or 3% of the sum insured for ***contents*** (whichever is the greater) in total with a maximum limit any one article of €1000 unless agreed otherwise by ***us*** and specified on the***schedule***
- property in the open including garden furniture, garden machinery, permanently fixed statues and ornaments, pool covers and other similar articles which are normally kept outdoors, but within the boundaries of your home; up to €2500 in total with a maximum limit any one article of €500 (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to ***your home***)
- radio and television aerials, satellite dishes and their fittings and masts which are attached to ***your home***

BUT EXCLUDING

- motorised vehicles including motorcycles, other than:
  - motorised domestic gardening equipment, golf carts, models and toys;
  - vehicles designed to assist disabled persons which are not registered for road use;
- caravans, trailers and non-motorised horse boxes;
- aircraft or anything for manned flight;
- watercraft other than non-motorised dinghies, canoes, kayaks, surfboards, windsurfers;
- accessories or parts for, and whilst in or on any of the above listed "bullet points";
- any animal or living creature;
- any part of the ***buildings***;
- property insured by any other section of this policy or otherwise more specifically insured;
- Rifles and Handguns

damage - physical harm immediately caused by a peril

electronic data - facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

endorsement - a change in the terms and conditions of this insurance policy agreed by ***us*** in writing

excess - the first monetary amount of a claim which ***you*** are required to pay, shown on the ***schedule***, after the final agreed value of the claim has been established

family - any of your ***family*** members (including adopted children, step-children and foster children), fiancé(e)s, cohabiters or partners.
Family does not include boarders, lodgers, paying guests or tenants

flood - any inundation of water, such as, from river, lakes and sea or from artificial watercourses such as drains and sewers or from overland flow.

Examples of ***floods*** include (but are not limited to):
Sewers backing up and water or sewage entering property through drains and toilets; Temporary rise in ground water levels; Heavy rain causing flash flooding; Water running off third party land; River bursting its banks

games and/ or multimedia consoles - any console (including portable and handheld) used for the purpose of gaming and/ or streaming/ playing media (visual and/or audio)

garden - the ground adjoining ***your home*** and within the ***premises*** named in the ***schedule*** which is used solely:

- for growing flowers, plants, trees, shrubs, fruit and vegetables in a private capacity
- as a place of recreation

BUT EXCLUDING

- fields
- woods
- paddocks

ground heave - the upwards expansion of the ground resulting in ***damage*** to the ***buildings*** or foundations

holiday home - ***your*** private dwelling of ***standard construction*** and the garages and outbuildings used for domestic purposes at the ***premises*** shown in the ***schedule***

landslip • downward movement of sloping ground resulting from the action of self•weight stresses and imposed loadings exceeding the available strength of the ground

occupant - a person or persons authorised by ***you*** to stay in the ***home*** overnight

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

personal effects - clothing, furs, baggage, sports equipment, musical instruments, portable ***computers*** and ***games and/ or multimedia consoles***, mp3 players, binoculars, telescopes, cameras, and other similar items of a personal nature normally worn, used or easily carried and conveyed by hand by ***you*** in ***your*** daily life which ***you*** own or for which ***you*** are responsible
BUT EXCLUDING
money, credit cards, securities, car keys, car alarm controls, pedal cycles, rifles and handguns

premises - the insured address which is named in the ***schedule***

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 contract and contains details of the ***premises*** and sums insured to be covered; the ***period of insurance***, the sections of this insurance covered, along with any additional endorsements, warranties and conditions which may apply where necessary

settlement - the vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the weight of the ***buildings***

standard construction - unless otherwise stated in the ***schedule, your home*** at the ***premises*** must be built of brick, stone or concrete walls, and roofed with slates, tiles, concrete or metal, except that up to 20% of the total roof area of ***your*** private dwelling and up to 20% of the total roof area of any garage and/or outbuilding used for domestic purposes only may be roofed with torch on felt on a timber deck, mineral felt on a timber deck or bituminous felt on a timber deck.

subsidence - the downward movement within the ground independent of the ***buildings*** load

territorial limits - the 'territorial limits' will include the Republic of Ireland, Northern Ireland, England, Wales, Scotland, the Isle of Man and the Channel Islands and journeys between these countries

we / us / our / insurer - ERGO Versicherung AG

you / your / insured - the person or persons named in the ***schedule*** and all members of their ***family*** who permanently live in the ***home***

your broker - the insurance broker who placed this insurance on ***your*** behalf

General Conditions Applicable to the Whole of this Insurance (see also claims conditions)

Fraud

Where ***you*** or anyone acting for ***you*** makes a claim under the policy which contains information that is false or misleading in any material respect and which ***you*** either know to be false or misleading or consciously disregards whether it is false or misleading, ***we*** shall be entitled to refuse to pay the claim and shall be entitled to avoid the policy.

In the event that we become aware that you or anyone acting for you has made a claim which is fraudulent in any way (including exaggerating or inflating a claim or submission of forged or falsified documents) we may as soon as practicable after becoming aware of such fraudulent claim, give written notice to you that we:

a) refuse all liability to ***you*** in respect of any claim made from the date of the submission of the fraudulent claim,

b) need not return any sums paid under this policy and may recover from ***you*** any sums paid by ***us*** in respect of the claim, and

c) are treating this policy as being terminated with effect from the date of the submission of the fraudulent claim.

Notwithstanding the above, any claim made prior to the submission of the fraudulent claim which is validly made will not be affected by any fraudulent claim subsequently submitted.

Misrepresentation

If a negligent misrepresentation has occurred and there are no claims outstanding, we may terminate the contract on reasonable notice or give notice to you that we will exercise one or more of the following remedies:

(i). avoid the contract, refuse all claims, and return the premiums paid;

(ii). treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and

(iii). reduce proportionately the amount to be paid on a claim if ***we*** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium.

If ***you*** submit a claim and it transpires that there has been a misrepresentation in a proposal or in any other information or statements provided to ***us*** which is negligent, ***we*** shall be entitled, if cover would not have been offered to, avoid the contract, refuse all claims and return the premiums paid.

If ***you*** submit a claim and it transpires there has been a misrepresentation in a proposal or in any other information or statements provided to ***us*** which is negligent, ***we*** shall be entitled, if cover would have been offered on different terms, to;

(i). treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and

(ii). reduce proportionately the amount to be paid on a claim if insurers would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium

Mortgagee Clause

The interest of a mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor (or occupier of the ***buildings*** whereby the risk of loss or ***damage*** is increased without the authority or knowledge of the mortgagee, provided the mortgagee shall, immediately on becoming aware thereof, give notice in writing to ***your broker*** and on demand pay such additional premium as ***we*** may require.

Your Duties

1. ***You*** have an obligation to any answer any questions asked honestly and with reasonable care.

   Please note that where a specific question has been asked, this matter is material to the risk being undertaken and/or the calculation of the premium. Where non-disclosure of material information would have caused ***us*** not to have entered into this policy or would have altered the terms on which ***we*** entered into this policy, ***we*** are entitled to use the remedies available under the Consumer Insurance Contracts Act 2019 (including the remedy to repudiate liability or to limit the amount paid on foot of the contract of insurance)[3]. Following inception of ***your*** policy, or any other time while the policy is in force ***you*** must notify ***us*** of any circumstances or change that may affect the risk insured[4], and respond honestly and accurately to all questions asked by ***us*** to ***you***.

2. ***You*** must take all reasonable steps to prevent or minimise loss, ***damage***, injury or accidents and keep the ***buildings*** and all other services at the ***premises*** specified in the ***schedule*** in a good state of repair.

3. ***You*** must tell ***your broker*** if any of the information which ***you*** have given ***us*** about ***you*** or ***your*** property changes within 3 days of any such change.
   When ***we*** receive this notice ***we*** have the option to change the conditions of this insurance, but ***we*** will notify ***you*** of any changes.

4. ***You*** must tell ***your broker*** before ***you*** start any conversions, extensions or other structural work to the ***buildings***. When ***we*** receive this notice ***we*** have the option to change the conditions of this insurance, but ***we*** will notify ***you*** of any changes.

5. The observance by ***you*** of the terms, conditions and ***endorsements*** of this Policy as far as they relate to anything to be done or complied with by ***you*** will be a condition precedent to any liability under this Policy save that failure to comply with a notification period will not entitle ***us*** to refuse a claim unless such failure has prejudiced ***us***. Prejudice may include, without limitation, restricting or impeding ***our*** ability to investigate or defend any claim by or against ***you,*** incurring or increasing any loss, damage, liability cost or payment that would not otherwise have been incurred or not occurred to the same extent and/or impeding or restricting the ability to obtain contribution from or to exercise subrogation rights against any other person (including any other insurer).

If ***you*** fail to comply with any of the above duties this insurance may become invalid.

Data Protection Act

KennCo Underwriting Ltd and ERGO recognise that protecting personal information including sensitive personal information, is very important and ***we*** recognise that ***you*** have an interest in how ***we*** collect, use and share such information.
Please read the following carefully as it contains important information relating to the information that ***you*** give ***us*** or has been provided to ***us*** on ***your*** behalf. If ***you*** provide information relating to anyone other than yourself, ***you*** are responsible for obtaining their consent to the use of their data in the manner outlined below.

What Does KennCo and ERGO do with Your Personal Data

Information ***you*** provide will be used by KennCo and ERGO for the purposes of processing ***your*** application and administering ***your*** insurance policy. ***We*** may need to collect sensitive data relating to ***you*** (such as medical or health records or convictions) in order to process ***your*** application and/or any claim made.
All information supplied by ***you*** will be treated in confidence by KennCo and ERGO and will not be disclosed to any third parties except (a) to ***our*** agents, sub-contractors and reinsurers (b) to third parties involved in the assessment, administration or investigation of a claim, (c) where ***your*** consent has been received or (d) where permitted by law. In order to provide ***you*** with products and services this information will be held in the data systems of KennCo and ERGO or ***our*** agents or subcontractors.
KennCo and ERGO may pass your information to other companies for processing on its behalf.
Some of these companies may be based outside the EEA, but in all cases we will ensure that its transfers of data are lawful and that your information is kept securely and only used for the purposes for which it was provided.
Calls to KennCo and ERGO may be recorded for quality assurance or verification purposes.

Fraud Prevention, Detection & Claims History

In order to prevent and detect fraud and the non-disclosure of relevant information KennCo and ERGO may at any time:

> Share information about ***you*** with companies within the ERGO Group, other organisations outside the ERGO Group including where applicable private investigators and public bodies including An Garda Síochána;

> Check and / or file ***your*** details with fraud prevention agencies and databases, and if ***you*** give ***us*** false or inaccurate information and ***we*** suspect fraud, ***we*** will record this.

KennCo and ERGO 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 family;***

> Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;

> Check your identity to prevent money laundering, unless ***you*** furnish ***us*** with other satisfactory proof of identity;

> Undertake credit searches and additional fraud searches.

Insurance Link Database

Information about claims (whether by our customers or third-parties) made under policies that ***we*** provide is collected by ***us*** when a claim is made and is placed on an insurance industry database of claims known as **Insurance Link**. This information may be shared with other insurance companies, self insurers or statutory authorities.

Insurance companies share claims data:

a. to ensure that more than one claim cannot be made for the same personal injury or property ***damage***

b. to check that claims information matches what was provided when insurance cover was taken out

c. and, when required, to act as a basis for investigating claims when our recorded information is incorrect or when ***we*** suspect that insurance fraud is being attempted.

The purpose of Insurance Link is to help ***us*** identify incorrect information and fraudulent claims and, therefore, to protect customers.

Guidelines for sharing ***your*** information with other insurance companies, self-insuring organisations or statutory authorities are contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which is available at www.dataprotection.ie

Under the Data Protection Acts 1988 and 2003 ***you*** have a right to know what information about ***you*** and ***your*** previous claims is held on Insurance Link. If ***you*** wish to exercise this right then please contact us at the address below.

How to contact us

On payment of a small fee ***you*** are entitled to receive a copy of the information ***we*** hold about ***you*** and to seek rectification of any inaccurate data. If ***you*** have any questions, or ***you*** would like to find out more about this notice ***you*** can write to the Data Protection Officer, Ergo•Platz 1 40477 Düsseldorf. Registered No: HRB36466, and/or the Data Protection Office, KennCo Underwriting Ltd, Suites 6 & 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.

Consent

By providing ***us*** with ***your*** information ***you*** consent to all of ***your*** information being used, processed, disclosed and retained as set out above.

General Exclusions Applicable to the Whole of this Insurance

1. ***Radioactive Contamination and Nuclear Assemblies***
We will not pay for any loss or ***damage*** or legal liability or any other claim directly or indirectly caused by or contributed to by or arising from:

   i) ionising radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
   ii) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
   iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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

3. ***Sonic Bangs***
We will not pay for any loss or ***damage*** arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

4. ***Gradually Operating Cause***
We will not pay for any loss or ***damage*** due to any gradually operating cause including but not limited to wear and tear, moth, vermin, infestation, corrosion, rust, oxidation, warping, shrinkage, damp, wet or dry rot, mould or frost.

5. ***Market Value***
We will not pay for any loss in market value of any property following its repair or reinstatement.

6. ***Terrorism***
We will not pay for any loss, destruction or ***damage*** to any property; any cost or expense; any legal liability of whatsoever nature; or death or injury to any person; directly or indirectly contributed to by or arising from Biological, Chemical and/or Nuclear contamination due to or arising from:

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

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

   For the purpose of this exclusion contamination means the contamination, poisoning or prevention, and/ or limitation of the use of objects due to the effects of Biological, Chemical and/or Nuclear substances.

   If ***we*** allege that for reason of this exclusion any loss, ***damage***, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon ***you***.

   In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

7. Contamination, Pollution and Disease Exclusion

Definitions applicable to this exclusion:

Epidemic
The sudden, unexpected, large-scale manifestation of an initially locally contained, infectious disease which spreads with great virulence.

Pandemic
A worldwide Epidemic of a disease as declared by the World Health Organization.

This Policy shall not cover any liability, loss or **Damage** caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:
a) Pollution, contamination, soot, deposit, impairment with dust, chemical precipitation, adulteration or impurification.
b) poisoning, disease or illness, Epidemic or Pandemic (including any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.
c) This Exclusion does not apply if such loss or Damage arises out of one or more of the following Perils;

i) Fire, Lightning, Explosion, Impact of Aircraft
ii) Vehicle Impact, Sonic Boom
iii) Accidental Escape of Water from any tank, apparatus or pipe
iv) Riot, Civil Commotion, Malicious Damage
v) Storm, Hail
vi) Flood Inundation
vii) Earthquake
viii) Landslide, Subsidence
ix) Pressure of Snow, Avalanche
x) Volcanic Eruption

d) All other terms and conditions of this Policy shall be unaltered and especially the exclusions shall not be superseded by this clause.

8. Data Exclusion
We will not pay for any loss, ***damage***, destruction, distortion, erasure, corruption or alteration of ***electronic data*** from any cause whatsoever (including but not limited to ***computer virus***) and loss of use, reduction in functionality or productivity, cost, or expense of whatever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However in the event of a fire or explosion resulting from any matter described above, this insurance will cover physical ***damage*** occurring during the policy period to the property insured by this policy caused by such fire or explosion.

Should ***electronic data*** processing media insured by this policy suffer physical loss or ***damage*** insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ***electronic data*** from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such ***electronic data***. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such ***electronic data*** to the Insured or any other party, even if such ***electronic data*** cannot be recreated, gathered or assembled.

9. Date Recognition
We will not pay for loss or ***damage***, ***consequential loss*** or legal liability directly or indirectly caused by or contributed to, by or arising from any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise correctly any date change.

10. Theft or Wilful damage

We will not pay for any act of theft, or wilful and deliberate or malicious ***damage*** by ***you*** or members of ***your family***, or by any ***occupant***, tenant or sub-tenant of ***yours*** or any member of such tenant's or sub-tenant's ***family***.

11. ***Pre-existing damage***
We will not pay for any loss or ***damage*** occurring before the start date of the first ***period of insurance***.

12. ***Faulty Design/ Workmanship***
We will not pay for any loss or ***damage*** arising from faulty design, specification, workmanship or materials.

13. ***Other Insurances***
We will not pay for any loss or ***damage*** to property more specifically covered by another policy of insurance. This clause does not apply to fatal injury (Section two-K).

14. ***Fees***
We will not cover fees incurred in the preparation of any claim.

15. ***Consequential Loss***
We will not cover ***consequential loss*** or ***damage*** of any kind except as set out in this Policy.

16. ***Business, Trade or Professional Use***
We will not cover any property held in connection with any business, trade or professional purpose other than ***home office equipment*** as referred to within the definition of c***ontents.***

17. ***Pyrite Exclusion***
We will not pay for any loss or ***damage*** or ***consequential loss*** arising directly or indirectly from materials containing pyrite.

Special Winter Conditions for unoccupied Holiday Homes

Mains services and heating

If ***your holiday home*** is unoccupied between November 1st and March 31st ***you*** must turn off the mains water whenever ***your holiday home*** is unoccupied. ***You*** must inspect the property, or appoint a person ***you*** know and trust to do so on your behalf, to evaluate the integrity of the property regularly (at least once a month) both inside and out. A record of such inspections should be kept.
These inspections must check for damage or faults and make sure that:
- All outside doors are securely locked
- All ground floor and accessible upper floor windows are securely fastened.

Any Damage or faults discovered during an inspection must be repaired and/or remedied without delay.

Whenever ***your holiday home*** is unoccupied, ***you*** must make sure;

▸ the gas and/or electricity are turned off at the mains and all electrical appliances are unplugged/disconnected from the supply other than those needed to maintain the central heating and alarm systems.
▸ the water systems are turned off at the mains and water and heating systems drained.

You will not have to drain the water and heating system if;

▸ ***your holiday home*** has a gas or oil fired central heating system set to operate continuously for 24 hours of each day (not controlled by a timing device).
▸ there is an adequate fuel supply to ensure ***you*** can comply with this requirement.
▸ the thermostat fitted to the central heating system is set to a minimum temperature of 55 degrees Fahrenheit (13 degrees Centigrade)
▸ the loft hatch, where fitted is left open.

Section one

Buildings

This part of the policy sets out the cover ***we*** provide for the ***buildings*** of ***your home***, at ***your premises*** if this section is shown on ***your schedule***.

What is covered loss or ***damage*** to ***your buildings*** resulting from: -	***What is not covered*** (see also General Exclusions) ***We*** will not pay: -
1. fire, lightning, explosion or earthquake	a) the ***excess*** in the ***schedule***
2. storm, ***flood*** or weight of snow	***a)*** the ***excess*** in the ***schedule*** ***b)*** for loss or ***damage*** caused by ***subsidence***, ***ground heave*** or ***landslip*** ***c)*** for loss or ***damage*** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates, hedges and fences ***d)*** for loss or ***damage*** caused by weight of snow to gutters, garages and outbuildings ***e)*** the first €500 of each and every weight of snow loss
3. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously (including malicious acts and vandalism)	***a)*** the ***excess*** in the ***schedule*** ***b)*** for loss or ***damage*** caused by ***your*** tenant, guest or visitor ***c)*** for loss or ***damage*** to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, driveways, footpaths, swimming pools, lawns, trees, shrubs and plants
4. escape of water from and frost ***damage*** to fixed water tanks, apparatus or pipes, (including but not limited to washing machines, domestic fish tanks and dishwashers)	***a)*** the ***excess*** in the ***schedule*** ***b)*** for loss or ***damage*** caused by ***subsidence, ground heave*** or ***landslip*** ***c)*** for loss or ***damage*** to swimming pools ***d)*** ***damage*** to the apparatus from which the water escapes ***e)*** for loss or ***damage*** resulting from escape or overflow of water from gutters ***f)*** for any expenses should ***you*** retain any experts or contractors other than those carrying out emergency works without ***our*** express consent, the engagement of these contractors or experts will at all times be subject to ***our*** approval and ***we*** reserve the right to select experts from ***our*** own panel

5. escape of oil from a fixed domestic oil-fired heating installation and smoke ***damage*** caused by a fault in any fixed domestic heating installation	***a)*** the ***excess*** in the ***schedule*** ***b)*** ***damage*** to the apparatus from which the oil escapes ***c)*** for any expenses should ***you*** retain any experts or contractors other than those carrying out emergency works without ***our*** express consent, the engagement of these contractors or experts will at all times be subject to ***our*** approval and ***we*** reserve the right to select experts from ***our*** own panel
6. collision or impact involving any vehicle, train, aircraft or other aerial device or items dropped or falling from them, animal, falling trees, lamppost, telegraph pole, aerial or satellite dish	***a)*** the ***excess*** in the ***schedule*** ***b)*** loss or ***damage*** caused by domestic pets owned by ***you*** ***c)*** for loss or ***damage*** arising from the cutting down or cutting back or felling of trees or branches ***d)*** the cost of removing fallen trees unless the ***buildings*** are damaged when the tree fell ***e)*** for loss or ***damage*** to gates or fences
7. theft or attempted theft	***a)*** the ***excess*** in the ***schedule*** ***b)*** for loss or ***damage*** caused by ***you***, ***your family, your*** domestic employees, boarders, lodgers, paying guests ***c)*** for loss or ***damage*** while the ***home*** is lent, let or sublet unless the loss or ***damage*** follows a violent and/or forcible entry and/or exit

8. ***subsidence*** or ***ground heave*** of the site upon which the ***buildings*** stand or ***landslip***	a) the first €1500 of each and every loss b) for loss or ***damage*** to domestic fixed fuel-oil tanks, solid floors, swimming pools, tennis courts, drives, patios and terraces, footpaths, walls, gates and fences unless the walls of the buildings are also affected at the same time by the same event c) for loss or ***damage*** arising from faulty design, specification, workmanship or materials d) for loss or ***damage*** which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or bylaw e) for loss or ***damage*** whilst the buildings are undergoing any demolition, structural repairs, alterations or extensions f) for loss or ***damage*** caused by the ***settlement*** or bedding down of new structures, or the ***settlement*** or movement of newly made up ground or caused by coastal, lake or river erosion or soil erosion from the escape of water from any underground pipe g) for loss or ***damage*** resulting from tunnelling work h) should ***you*** retain any experts or contractors other than those carrying out emergency works without our express consent, the engagement of these contractors or experts will at all times be subject to ***our*** approval and ***we*** reserve the right to select experts from ***our*** own panel i) ***damage*** to solid floor slabs or ***damage*** resulting from their movement unless foundations beneath the external walls of the ***buildings*** are damaged at the same time

Extra Covers

In addition to covering ***damage*** to ***your home*** at ***your premises*** arising from causes 1 to 8 ***we*** also provide the following covers.

What is covered This section of the insurance also covers:-	***What is not covered*** (see also General Exclusions) ***We*** will not pay:-
A) ***ACCIDENTAL DAMAGE*** TO GLASS & SANITARY FITTINGS The cost of repairing ***accidental damage*** to: • fixed glass and double glazing (including the cost of replacing frames) • solar panels • ceramic hobs • fixed ***sanitary ware*** all forming part of the ***buildings***	***a)*** the ***excess*** in the ***schedule*** ***b)*** for loss or ***damage*** while the ***home*** is lent, let or sublet unless the loss or ***damage*** follows a violent and/or forcible entry and/or exit ***c)*** more than €2000 in any one period of insurance. If ***you*** claim for such a loss under sections one and two, ***we*** will not pay more than €2000 in total
B) ***ACCIDENTALDAMAGE*** TO MAINS SERVICES The cost of repairing ***accidental damage*** to: • domestic oil pipes • underground water-supply pipes • underground sewers,drains and septic tanks • underground gas pipes • underground cables which belong to ***you*** or for which ***you*** are legally responsible for	***a)*** the ***excess*** in the ***schedule*** ***b)*** more than €2000 in any period of insurance. If ***you*** claim for such a loss under sections one and two, ***we*** will not pay more than €2000 in total
C) ***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 or ***damage*** caused by the Emergency Services	***a)*** the ***excess*** in the ***schedule*** ***b)*** more than €500 for any plant, tree or shrub ***c)*** more than €2000 in total

D) PROFESSIONAL FEES & COSTS Following loss or ***damage*** which is covered under section one ***we*** will pay reasonable expenses ***you*** have to pay and which ***we*** have given ***our*** prior consent in writing for: • professional feespayable to architects', surveyors', consulting engineers' • the cost of removing debris and making safe the ***building*** • costs ***you*** have to pay in order to comply with any Government or local authorityrequirements in connection with repair or reconstruction of the ***buildings***	***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) FIRE BRIGADE CHARGES Following loss or ***damage*** which is covered under section one ***we*** will pay the cost of the charges made on ***you*** by a local authority (as permitted by legislation) as a result of any incident which is insured by this policy.	a) more than €2000 in any ***period of insurance***. If ***you*** claim for such loss under sections one and two, ***we*** will not pay more than €2000 in total
F) TRACE & ACCESS We will pay the reasonable cost of removing and replacing any other part of the buildings necessary to find and repair the source of the leak and making good if the buildings are damaged due to:- • a domestic heating fuel leak within your home, or a water leak from your permanent internal plumbing or heating system • a water leak from underground service pipes for which you are legally responsible outside the home but at the address shown in the schedule The leak must happen during the period of insurance.	a) the excess in the schedule b) more than €1500 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than €1500 in total c) more than €1500 in any period of insurance for a water leak outside the home. If you claim for such loss under sections one and two, we will not pay more than €1500 in total

Section one (continued)

Optional Cover Accidental Damage to the Buildings Extension 1

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

What is covered This extension covers:-	***What is not covered*** (see also General Exclusions) ***We*** will not pay:-
accidental damage to the ***buildings*** at ***your home*** at ***your premises***	***a)*** the ***excess*** in the ***schedule*** ***b)*** for ***damage*** or any proportion of ***damage*** which ***we*** specifically exclude elsewhere under section one ***c)*** for ***damage*** caused by ***subsidence, ground heave*** or ***landslip*** ***d)*** for ***damage*** while ***the home*** is being altered, repaired, cleaned, maintained or extended ***e)*** for ***damage*** to outbuildings and garages which are not of ***standard construction*** ***f)*** for ***damage*** while the ***home*** is lent, let or sublet ***g)*** for the cost of general maintenance ***h)*** for ***damage*** caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause ***i)*** for ***damage*** arising from faulty design, specification, workmanship or materials ***j)*** for ***damage*** from mechanical or electrical faults or breakdown ***k)*** for ***damage*** caused by dryness, dampness, extremes of temperature or exposure to light ***l)*** for ***damage*** to swimming pools, tennis courts, drives, patios, footpaths and terraces, walls, gates and fences and fuel tanks ***m)*** for any ***damage*** caused by or contributed to by or arising from any kind of pollution and/or contamination ***n)*** for loss or ***damage*** caused by tree root action ***o)*** for loss or ***damage*** caused by ***settlement*** or shrinkage

Section two

Contents

This part of the policy sets out the cover ***we*** provide for the ***contents*** of ***your home*** at ***your premises*** if this section is shown on ***your schedule.***

What is covered loss or ***damage*** to ***your contents*** resulting from: -	***What is not covered*** (see also General Exclusions) ***We*** will not pay: -
1. fire, lightning, explosion or earthquake	a) the ***excess*** in the ***schedule***
2. storm, ***flood*** or weight of snow	***a)*** the ***excess*** in the ***schedule*** ***b)*** for property in the open
3. any person taking part in a riot, violent disorder strike, labour disturbance, civil commotion or acting maliciously (including malicious acts and vandalism)	***a)*** the ***excess*** in the ***schedule*** ***b)*** for loss or ***damage*** caused by ***your*** tenant, guest or visitor
4. escape of water from and frost ***damage*** to fixed water tanks, apparatus or pipes, (including but not limited to washing machines, domestic fish tanks and dishwashers)	***a)*** the ***excess*** in the ***schedule*** ***b)*** for loss or ***damage*** caused by ***subsidence, ground heave*** or ***landslip*** ***c)*** for loss or ***damage*** while the ***buildings*** are unoccupied (unless otherwise agreed by ***us***) ***d)*** for loss or ***damage*** resulting from escape or overflow of water from gutters ***e)*** for any expenses should ***you*** retain any experts or contractors other than those carrying out emergency works without ***our*** express consent, the engagement of these contractors or experts will at all times be subject to ***our*** approval and ***we*** reserve the right to select experts from ***our*** own panel
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)*** the ***excess*** in the ***schedule*** ***b)*** more than €1000 for domestic oil in fixed fuel oil tanks ***c)*** for any expenses should ***you*** retain any experts or contractors other than those carrying out emergency works without ***our*** express consent, the engagement of these contractors or experts will at all times be subject to ***our*** approval and ***we*** reserve the right to select experts from ***our*** own panel
6. collision or impact involving any vehicle, train, aircraft or other aerial device or items dropped or falling from them, animal, falling trees, lamppost,telegraph pole, aerial or satellite dish	***a)*** the ***excess*** in the ***schedule*** ***b)*** loss or ***damage*** caused by domestic pets owned by ***you*** ***c)*** for loss or ***damage*** arising from the cutting down or cutting back or felling of trees or branches ***d)*** the cost of removing fallen trees unless the ***buildings*** are damaged when the tree fell

7. theft or attempted theft	***a)*** the ***excess*** in the ***schedule*** ***b)*** for loss or ***damage*** whilst the ***home*** is lent, let or sublet unless the loss or ***damage*** is caused by violent and/or forcible entry and/or exit ***c)*** for loss or ***damage*** caused by ***you***, ***your family, your*** domestic employees, boarders, paying guests or tenant ***d)*** for loss or ***damage*** by deception unless the only deception practised is to gain entry to ***your home***
8. ***subsidence*** or ***ground heave*** of the site upon which the ***buildings*** stand or ***landslip***	a) the first €1500 of each and every loss b) for loss or ***damage*** to domestic fixed fuel-oil tanks, solid floors, swimming pools, tennis courts, drives, patios and terraces, footpaths, walls, gates and fences unless the walls of the ***buildings*** is also affected at the same time by the same event c) for loss or ***damage*** arising from faulty design, specification, workmanship or materials d) for loss or ***damage*** which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) for loss or ***damage*** whilst the ***buildings*** are undergoing any demolition, structural repairs, alterations or extensions f) for loss or ***damage*** caused by the ***settlement*** or bedding down of new structures, or the ***settlement*** or movement of newly made up ground or caused by coastal, lake or river erosion or erosion from the escape of water from any underground pipe g) for loss or ***damage*** resulting from tunnelling work h) should ***you*** retain any experts or contractors other than those carrying out emergency works without ***our*** express consent, the engagement of these contractors or experts will at all times be subject to ***our*** approval and ***we*** reserve the right to select experts from ***our*** own panel i) for loss of or ***damage*** to the ***contents*** unless the ***buildings*** are damaged simultaneously j) ***damage*** to solid floor slabs or ***damage*** resulting from their movement unless the foundations beneath the external walls of the ***buildings*** are damaged at the same time

Section two

Contents (continued)

Extra Covers

In addition to covering ***damage*** to ***your contents***, at ***your premises*** arising from causes 1 to 8 ***we*** also provide the following covers.

What is covered This section of the insurance also covers:-	***What is not covered*** (see also General Exclusions) ***We*** will not pay:-
A) ***accidental damage*** to: • televisions and satellite decoders • audio and video equipment and the like • radios • ***computers*** and ***games and/or multimedia consoles*** all situated within ***your home*** which ***you*** own or for which ***you*** are legally responsible.	***a)*** the ***excess*** in the ***schedule*** ***b)*** for ***damage*** or deterioration caused during any process of cleaning, repair, maintenance, renovation, dismantling dyeing, heating or washing ***c)*** for ***damage*** to films, records, CD's, DVD's, cassettes, discs or computer software ***d)*** for mechanical or electrical faults or breakdown, faulty or defective design, workmanship or materials, or use not in accordance with the manufacturer's instructions ***e)*** for loss or ***damage*** while the ***home*** is lent, let or sublet unless the loss or ***damage*** follows a violent and/or forcible entry and/or exit ***f)*** for loss or ***damage*** caused by domestic pets ***g)*** for loss or ***damage*** to portable equipment whilst being moved ***h)*** for loss or ***damage*** whilst any equipment is being used professionally
B) GLASS & SANITARY FITTINGS ***accidental damage*** and breakage of: • fixed glass and double glazing • ***sanitary ware*** • mirrors • glass tops and fixed glass in • furniture • ceramic hobs forming part of the ***buildings***	***a)*** the ***excess*** in the ***schedule*** ***b)*** for the cost of repairing, removing or replacing frames ***c)*** more than €2000 in any one period of insurance. If you claim for such a loss under sections one and two, we will not pay more than €2000 in total
C) LOSS OF KEYS costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys	a) the excess in the schedule b) any amount over €500 in total

D) MAINS SERVICES the cost of repairing ***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)*** the ***excess*** in the ***schedule*** ***b)*** for ***damage*** due to wear and tear or any gradually operating cause ***c)*** more than €2000 in any ***period of insurance***. If ***you*** claim for such loss under sections one and two, ***we*** will not pay more than €2000 in total

Section two

Contents (continued)

E) FATAL INJURY fatal injury to ***you***, happening at the premises shown in the ***schedule***, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months as a result of such injury, for the following amounts: • €10,000 for each insured person over the age of majority in the Republic of Ireland • €5,000 for each insured person under the age of majority in the Republic of Ireland at the time of the incident	
F) FIRE BRIGADE CHARGES Following loss or damage which is covered under section one we will pay the cost of the charges made on you by a local authority (as permitted by legislation) as a result of any incident which is insured by this policy	a) If you claim for such loss under Sections one and two we will not pay more than €2000 in total

Optional Cover Accidental Damage to the Contents Extension 1

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

What is covered The extension covers:-	***What is not covered*** (see also General Exclusions) ***We*** will not pay:-
accidental damage to the ***contents*** within the ***home***	***a)*** the ***excess*** in the ***schedule*** ***b)*** for ***damage*** or any proportion of ***damage*** which ***we*** specifically exclude elsewhere under section two ***c)*** for ***damage*** to ***contents*** within garages and outbuildings ***d)*** for ***damage*** or deterioration of any article caused by dyeing, cleaning, repair, renovation, restoration, re-framing or whilst being worked upon ***e)*** for ***damage*** caused by chewing, tearing, scratching or fouling by animals ***f)*** any amount over €1500 in total for porcelain, china, glass and other brittle articles (unless otherwise agreed by ***us***) ***g)*** for ***money***, ***credit cards***, documents or stamps ***h)*** for ***damage*** to contact, corneal or micro corneal lenses, dentures, dental braces or retainers, hearing aids or prostheses of any kind (unless otherwise agreed by ***us***) ***i)*** for ***damage*** while the **home** is lent, let or sub let ***j)*** for ***damage*** caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause ***k)*** for ***damage*** arising out of faulty design, specification, workmanship or materials ***l)*** for ***damage*** from mechanical or electrical faults or breakdown ***m)*** for ***damage*** caused by dryness, dampness, extremes of temperature and exposure to light ***n)*** for any loss or ***damage*** caused by or contributed to by or arising from any kind of pollution and/or contamination ***o)*** for loss or ***damage*** while the ***buildings*** are unoccupied (unless otherwise agreed by ***us***) ***p)*** for loss or ***damage*** to photographic, television, radio or other receiving, recording or reproducing equipment as a result of the fitting, repairing, adjusting or dismantling of any part of such apparatus, or to lamps, tubes or electronic components in such apparatus ***q)*** for loss or ***damage*** to records, audio, video or computer discs, tapes or cassettes ***r)*** for loss or ***damage*** as a result of tree root action

Section three

Personal effects

This section applies ***ONLY*** if the ***contents*** are insured under section two and if the ***schedule*** shows that Section three ***Personal effects*** are included.

What is covered

your personal effects, as detailed in the ***schedule*** of this policy, in the following categories:-

1. unspecified ***personal effects*** to a maximum of €1000 any one item/ pair or set. Any item with a value above €1000 will not be covered unless specified in the ***schedule***

2. specified ***personal effects*** with a value exceeding €1000 any one item/ pair or set as specified in the ***schedule***

Where they are covered

while in ***your*** custody anywhere in the ***territorial limits*** and elsewhere anywhere in the world for a period not exceeding 60 days in any one ***period of insurance***

What is covered
This section of the insurance covers:-

PERSONAL EFFECTS
(Unspecified & Specified)

accidental damage or loss by any external or visible cause

What is not covered (see also General Exclusions)
We will not pay: -

a) the ***excess*** in the ***schedule***

b) for ***damage*** from electrical or mechanical faults or breakdown or inherent defect

c) any amount over €1000 for any one item/ pair or set unless stated otherwise in the ***schedule*** or the specification(s) attached to the ***schedule***

d) for ***damage*** or deterioration of any article caused by dyeing, cleaning, repair, renovation, restoration, re-framing or whilst being worked upon

e) for ***damage*** to shotguns caused by rusting or bursting of barrels or whilst in the course of use

f) for loss or ***damage*** of any sports equipment whilst in the course of play or use

g) for any loss of or ***damage*** to contact, corneal or micro corneal lenses, dentures, dental braces or retainers, hearing aids or prostheses of any kind (unless otherwise agreed by ***us***)

h) for theft or disappearance of ***jewellery*** from baggage unless such baggage is carried by hand and under ***your*** personal supervision

i) any amount over €2000 in total in respect of theft or disappearance of ***jewellery*** from hotel or motel rooms during ***your*** absence from such rooms

j) any amount over €2000 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised ***occupant*** providing the property is within a locked boot or otherwise concealed

k) any amount over €500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised ***occupant*** and the property is not left within a locked boot or otherwise concealed

l) for any loss or ***damage*** caused by the breaking of strings, reeds or drum heads forming part of any musical instrument

m) for mobile phones more specifically insured elsewhere

n) for any loss or ***damage*** to remote controlled models when they are being used

o) for loss or ***damage*** to dinghies, canoes, kayaks, surfboards or windsurfers whilst in the course of use in water, white water or fast flowing water, or arising out of sinking or stranding

p) for loss or ***damage*** to tents caused by storm, ***flood*** or weight of snow

q) for loss or ***damage*** to pedal cycles unless specifically shown in the ***schedule*** under section three optional extension 1

Pedal Cycles Optional Extension 1

The following extension to section three applies ***ONLY*** if the ***schedule*** shows that pedal cycles are included.

Section three of this insurance extends to cover the following :-	**We** will not pay:-
the cost of repairing or replacing ***your*** pedal cycles following: • theft or attempted theft • ***accidental damage*** anywhere in the ***territorial limits***	***a)*** the ***excess*** in the ***schedule*** b) for loss or ***damage*** to: • tyres • lamps • accessories unless the cycle is stolen or damaged at the same time c) for loss or ***damage*** due to wear and tear or any gradually operating cause d) for ***damage*** from mechanical or electrical faults or breakdown e) for loss or ***damage*** while the cycle is used for racing or pace making or is let out on hire or is used other than for private purposes f) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft ***g)*** more than the sum insured shown in the ***schedule***

Section four

Legal Liability to the Public

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

This section applies in the following way:

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

What is covered ***We*** will indemnify ***you***:-	***What is not covered*** (see also General Exclusions) ***We*** will not indemnify ***you*** for any liability:-
(i) as owner or occupier for any amounts ***you*** become legally liable to pay as damages for • ***bodily injury*** • ***damage*** to property caused by an accident happening at the ***premises*** during the ***period of insurance*** OR (ii) as a private individual for any amounts ***you*** become legally liable to pay as damages for • ***bodily injury*** • ***damage*** to property caused by an accident happening anywhere in the world during the ***period of insurance***	a) for ***bodily injury*** to: • ***you*** • 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 orcondition c) arising out of any criminal or violent act to another person d) arising directly of indirectly from ***your*** job or while ***you*** are carrying on any profession, occupation, business or employment e) which ***you*** have assumed under contract and which would not otherwise have attached f) arising out of ownership, possession or use of: i) any motorised or horse drawn vehicle being used on any roadway defined within any Road Traffic Acts or amending Statutes, other than: • models, toys and domestic gardening equipment used within the boundaries of the land belonging to ***you*** at the ***premises***. • pedestrian controlled gardening equipment used elsewhere • vehicles designed to assist disabled persons, which are not registered for road use ii) any power-operated lift iii) any aircraft other than powered model aircraft with an engine capacity not exceeding 10cc and/ or wing span not exceeding1.88metres and non-powered model aircraft unless such model aircraft are participating in flying displays iv) any animal other than cats, horses, or dogs (see V below) v) any dogs as specified in regulations under the Control of Dogs Act 1986 or any amendments thereto

vi) any watercraft or board designed to be used on or in the water other than sailboards, surfboards, windsurfers, or those solely propelled by oars or paddles which are hand or foot operated.

vii)dangerous implements (e.g. chainsaws, blow torches, kango hammers, welding equipment and/or any equipment necessitating the use of protective clothing) which are being used other than at the ***premises*** as described in the ***schedule.***

g) arising out of work of a construction or reconstruction nature or structural alterations or demolition or any operation incidental thereto

h) arising out of the ownership, possession, use or discharge of any firearm other than licensed sporting shotguns used exclusively for sporting purposes

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

j) in respect of any kind of pollution and/or contamination other than:

- caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at as pecific moment of time during the period of insurance at the address(es) named in the ***schedule***; and
- reported to ***us*** not later than 30 days from the end of the ***period of insurance***;

in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident

k) in respect of an action for damages brought in a Court of Law outside the Republic of Ireland

l) if ***you*** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted

m) arising from ***asbestos*** and ***asbestos dust***

Section four (continued)

Legal Liability to the Public

Limit of insurance

We will not pay

- in respect of pollution and/or contamination:-
  more than ***€3000000*** in all
- in respect of other liability covered under section four:-
  more than ***€3000000*** in all for any one accident or series of accidents arising out of any one event, including the costs and expenses which ***we*** have agreed in writing.

Claims Conditions Applicable to the Whole of this Insurance

Your duties

In the event of a claim or possible claim under this insurance:

1. ***you*** must as soon as reasonably possible contact

   KennCo Household Claims Department,

   Ph. 0818 333 800
   Fax 01-4954627
   Email homeclaims@kennco.ie

   Our Claims Team is there to assist and advise ***you*** in every aspect of ***your*** claim

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

3. ***you*** must forward to ***us*** any writ, summons, notice of prosecution or other legal document ***you*** receive, unanswered, on receipt to the **KennCo Household Claims Department**.

4. ***you*** must inform the Gardai or Police within 24 hours following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property

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 this insurance may become invalid.

How we deal with your claim

1. Defence of claims

We*:*

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

2. Fraudulent claims

If ***you***, or anyone acting on ***your*** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, in any way ***we*** may, as soon as is practicable after becoming aware of that fact, notify ***you*** (on paper or on another durable medium) that we:

a) refuse all liability to ***you*** in respect of any claim made from the date of the submission of the fraudulent claim,

b) need not return any sums paid under this policy and may recover from ***you*** any sums paid by ***us*** in respect of the claim, and

c) are treating this policy as being terminated with effect from the date of the submission of the fraudulent claim.

SECTION ONE: BUILDINGS

How we deal with your claim

If ***your*** claim for loss or ***damage*** is covered under section one, ***we*** will at ***our*** option replace, reinstate or pay the full cost of repair as long as:

- the ***buildings*** were in a good state of repair immediately prior to the loss or ***damage***; and
- the sum insured is enough to pay for full cost of rebuilding the ***buildings*** in their present form; and
- the ***damage*** has been repaired or loss has been reinstated.

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or ***damage*** the ***buildings*** were not in a good state of repair.

We will take an amount off for wear and tear from the cost of any replacement or repair of any felt roof.

Where ***we*** agree to pay ***you***, ***we*** reserve the right to make staged payments as works progress and to retain up to 10% of the agreed cost of repair/reinstatement until all works are complete, final invoice submitted and final inspection completed by ***us*** or ***our*** representatives.

Your Sum Insured

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

If ***you*** are under insured, which means the cost of rebuilding the ***buildings*** at the time of loss or ***damage*** is more than ***your*** sum insured for the ***buildings***, then ***we*** will only pay a proportion of the claim. For example if ***your*** sum insured only covers one half of the cost of rebuilding the ***buildings***, ***we*** will only pay one half of the cost of repair or replacement.

Limit of Insurance

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

SECTION TWO: CONTENTS

How we deal with your claim

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

For total loss or destruction of any article ***we*** will pay ***you*** the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new; and
- ***you*** have paid or ***we*** have authorised the cost of replacement.

The above basis of settlement will not apply to clothes, household linen or pedal cycles, TV sets, DVD players, camcorders, videos, record players, compact disc players, video recorders, home computers, laptop computers, game consoles and similar equipment including CDs, tapes, records, and software over one year old, where ***we*** will take off an amount for wear and tear and depreciation.

We will not pay the cost of replacing or repairing any undamaged parts of the ***contents*** which form part of a pair, set or suite or part of a common design or function when the loss or ***damage*** is restricted to a clearly identifiable area or to a specific part.

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

If ***you*** are under insured, which means the cost of replacing or repairing the ***contents*** at the time of the loss or ***damage*** is more than ***your*** sum insured for the ***contents***, then ***we*** will only pay a proportion of the claim. For example if ***your*** sum insured only covers one half of the cost of replacing or repairing the ***contents***, ***we*** will only pay one half of the cost of repair or replacement.

Limit of Insurance

We will not pay any more than the sum insured for the ***contents*** of each address shown in the ***schedule***.

NOTES

Suites 5 - 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16
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Registered office: Suites 5 - 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. KennCo Underwriting Ltd is regulated by the Central Bank of Ireland.