ARRANGED BY

KENNCO UNDERWRITING LIMITED

INSURED BY

ERGO

Home Policy

service, stability, security

Householder's 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
Suites 5 - 7
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Rathfarnham
Dublin 16
Tel: (01) 499 4600 Fax: (01) 495 4627
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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.

Index for your Householder's Policy

Introduction to Your Insurance Policy *4*

Our Service to You *5*

Choosing the Right Levels of Cover *6*

Definitions *7/9*

General Conditions *10/13*

General Exclusions *14/16*

Section one – Buildings *17/23*

Section two – Contents *24/32*

Section three – Personal Effects *33/34*

Section four – Legal Liability to the Public *35/37*

Claims Conditions *38*

How We Settle Claims *39/40*

Family Legal Protection *41/51*

Privacy and Data Protection Notice 52

Welcome

Introduction to Your Insurance Policy

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 inIreland or in other EU Member States. For full fetails on the ICF please visit the central Bank of Ireland's website at www.centralbank.ie

This policy is being renewed by the head office of ERGO Versicherung AG (ERGO), a German insurance company. Your previous policy was issued by the United Kingdom branch of ERGO but, as a consequence of Brexit, responsibility for issuing and managing your policy has been transferred to ERGO's head office which is located in the European Union. Please note that there has been a change to ERGO's contact i nformation as set out in your policy, but otherwise the transfer has been done in a way which minimises disruption to you.

In particular, we expect that policyholders whose insured risks are situated in Ireland will be able to claim on the Irish Insurance Compensation Fund, whilst policyholders who are resident in Ireland will be able to make a complaint to the Irish Financial Services and Pensions Ombudsman's Bureau if they are not satisfied with our handling of a complaint.

In addition, ERGO is part of the Munich Re Group, supervised by the German financial services regulatory authority, BaFin. Munich Re Group's ratings (A.M. Best A+ (superior); S&P AA- (very strong)) reflect its financial strength and resilient operating performance. Policyholders of ERGO therefore are and will continue to be robustly protected.

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 mustbe specified on the ***schedule***.

For ***personal effects*** this means the full cost of replacing as new items that ***you*** could easily carry about on ***your*** person or be conveyed by hand, including ***jewellery***, watches, mobile phones, laptop computers, handbags, clothing and other ***personal effects***.

Laptop computers and any ***personal effects*** worth over £1000, which are temporarily removed from the ***home,*** 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***
• homeworking office equipment, but not exceeding €5000 in total with a maximum limit any one item of €1000
• ***money*** up to €650 in total
• ***credit cards*** up to €900 in total
• ***personal effects*** (excluding ***money***) of persons visiting ***you*** with ***your*** consent up to €300 per person, provided that such effects are not otherwise insured by the visitor or guest
• 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***
• ***valuables***; but not exceeding €1500 in respect of any one item/ set or collection unless specified otherwise on the ***schedule***
• ***jewellery***; up to 10% of the ***contents*** sum insured as shown on the ***schedule*** but not exceeding €1500 any one item/ set or collection unless agreed otherwise and specified on the ***schedule***

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 and tools held for business purposes other than ***homeworking office equipment*** up to €5000;
- property insured by any other section of this policy or otherwise more specifically insured;
- Rifles and Handguns

credit cards - ***credit cards***, charge cards, debit cards, bankers cards and cash dispenser cards

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

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

homeworking office equipment - any ***computer***, office equipment or furniture used for or in connection with ***your*** business or profession

jewellery - including but not limited to watches, items containing gemstones, gold, silver or other precious or semi-precious metals or stones, or articles composed wholly or in part of any of them

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

money - current legal tender, cheques, postal and ***money*** orders; postage stamps not forming part of a stamp collection; savings stamps and savings certificates, travellers' cheques; premium bonds, luncheon vouchers and gift tokens; all belonging to ***you*** or for which ***you*** are legally responsible and held by ***you*** for private or domestic purposes

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, ***jewellery***, 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

unoccupied - the property is deemed ***unoccupied*** when it has not been lived in for more than 30 consecutive days

valuables - art, furs, antiques and collectibles of particular value due to their age, style artistic merit or collectability including:
furniture, pictures, paintings, ***jewellery***, porcelain, china, glass and items of a brittle nature, gold, silver or gold and silver plated items, stamps and coin collections; and collections or sets of objects whose value lies in the existence of the collection or set rather than in an individual item of it

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). 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, 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*** if ***you*** stop using the ***home*** as ***your*** permanent private residence; regularly leave the ***home*** unattended by day or by night; or leave the ***home*** without an ***occupant*** for more than 30 consecutive days 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.

5. ***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.

6. 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.

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 c**onsequential 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 **contents**.

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

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*** while the ***buildings*** are ***unoccupied*** (unless otherwise agreed by ***us***) c) for loss or ***damage*** caused by ***your*** tenant, guest or visitor d) 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*** while the ***buildings*** are ***unoccupied*** (unless otherwise agreed by ***us***) f) for loss or ***damage*** resulting from escape or overflow of water from gutters g) 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)*** for loss or ***damage*** while the ***buildings*** are ***unoccupied*** (unless otherwise agreed by ***us***) c) ***damage*** to the apparatus from which the oil escapes d) 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 e) any loss or ***damage*** caused by escape of oil from an oil tank unless ***you*** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement
6. 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*** while the ***buildings*** are ***unoccupied*** (unless otherwise agreed by ***us***) c) for loss or ***damage*** caused by ***you***, ***your family, your*** domestic employees, boarders, lodgers, paying guests or tenants d) 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 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 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 ***buildings*** are ***unoccupied*** (unless otherwise agreed by ***us***) 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 d) 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) ***ACCIDENTAL DAMAGE*** 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) PURCHASERS COVER Anyone buying the ***home*** who will have the benefit of section one between exchange and completion but only if the purchaser is not covered by any other insurance and subject to the purchase being completed or the insurance ending, whichever is sooner	a) loss or ***damage*** if the ***buildings*** are insured under any other insurance

E) LOSS OF RENT ALTERNATIVE ACCOMODATION ***We*** will pay: • loss of rent due to ***you*** which ***you*** are unable to recover • necessary costs of comparable alternative accommodation which ***you*** have to pay for if ***you*** usually live in the ***home*** but cannot because of loss or ***damage*** to the ***buildings*** of ***your home*** at ***your premises*** arising from a cause listed in this section.	a) any amount over 10% of the sum insured for the ***buildings*** damaged or destroyed b) the cost of food and drink ***c)*** fuel bills, council tax or other charges which ***you*** would have paid if ***you*** were still living in the ***home*** d) any increase cost for alternative accommodation which is of a higher standard than that provided by the ***home*** or part of the ***home*** in which ***you*** live e) any rent or costs where the letting has not been notified to ***us*** ***f)*** rent or costs for any period longer than is necessary to make good the insured ***damage*** g) if ***you*** claim for such loss under sections one and two ***we*** will not pay more than 10% of whichever section (one or two) has the greater maximum sum insured in total
F) 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 fees payable 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 authority requirements 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***
G) 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

H) 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*** while the ***buildings*** are ***unoccupied*** (unless otherwise agreed by ***us***) o) for loss or ***damage*** caused by tree root action p) 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*** while the ***buildings*** are ***unoccupied*** (unless otherwise agreed by ***us***) c) 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 loss or ***damage*** while the ***buildings*** are ***unoccupied*** (unless otherwise agreed by ***us***) d) 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*** while the ***buildings*** are ***unoccupied*** (unless otherwise agreed by ***us***) ***e)*** for loss or ***damage*** by deception unless the only deception practised is to gain entry to ***your home*** f) for loss or ***damage*** to shotguns unless ***you*** have complied with the requirements of the Firearm (Secure Accommodation) Order, 2009
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 ***buildings*** are ***unoccupied*** (unless otherwise agreed by ***us***) f) 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 g) for loss or ***damage*** caused by domestic pets h) for loss or ***damage*** to portable equipment whilst being moved i) for loss or ***damage*** whilst any equipment is being used professionally
B) HOUSEHOLD REMOVAL fire, lightning, explosion, earthquake, theft or attempted theft only while ***your contents*** are being moved to ***your*** new ***home*** or to or from any bank, safe deposit or furniture store/ depositary	***a)*** the ***excess*** in the ***schedule*** ***b)*** for ***contents*** outside the ***territorial limits*** ***c)*** for ***money*** or ***credit cards*** ***d)*** any amount over 20% of the sum insured under section two for ***contents*** being removed from a furniture store/ depository to ***your*** new ***home***
C) 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)*** for loss or ***damage*** while the ***buildings*** are ***unoccupied*** (unless otherwise agreed by ***us***) d) 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

D) TEMPORARILY REMOVED the ***contents***, if these are not already insured, whilst they are temporarily removed from the ***premises*** against loss or ***damage*** directly caused by any of the causes insured under numbers 1-8 of this section while the ***contents*** are: • in any occupied private dwelling • in any buildings where ***you*** are living or working • in any building for valuation, cleaning or repair • in any furniture store/ depository • in any bank or safe deposit	***a)*** the ***excess*** in the ***schedule*** ***b)*** for ***contents*** outside the ***territorial limits*** c) for ***money***, ***credit cards*** or pedal cycles d) any amount over 20% of the sum insured under section two for ***contents*** in a furniture store/ depository e) for loss or ***damage*** to property which has been removed for sale or exhibition purposes f) for ***damage*** or deterioration caused during any process of cleaning, repair, maintenance, renovation, dismantling, dyeing, heating or washing g) for loss or ***damage*** by theft not involving entry to or exit from a building by forcible and/or violent means
E) 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
F) CHRISTMAS GIFTS loss of or ***damage*** to Christmas Gifts by any cause insured by section two whilst in the ***home*** during the month of December	***a)*** the ***excess*** in the ***schedule*** ***b)*** any amount over 20% of the sum insured under section two for the ***contents*** c) for property excluded under the ***contents*** definition of this policy
G) WEDDING & CIVIL PARTNERSHIP GIFTS loss of or ***damage*** to Wedding/ Civil Partnership Gifts by any cause insured by section two whilst in the ***home*** during the period one month before and after the wedding/civil partnership	***a)*** the ***excess*** in the ***schedule*** ***b)*** any amount over 20% of the sum insured under section two for the ***contents*** c) for property excluded under the ***contents*** definition of this policy

H) LOSS OF RENT/ ALTERNATIVE ACCOMODATION for as long as the ***buildings*** are uninhabitable following loss or ***damage*** which is covered under section two ***we*** will pay: • up to twelve months rent ***you*** have to pay as occupier • necessary costs of comparable alternative accommodation which ***you*** have to pay for until the ***buildings*** are repaired or reinstated. The reinstatement must be done without delay.	a) any amount over 10% of the sum insured under section two for the ***contents*** of the ***buildings*** damaged or destroyed b) If ***you*** claim for such loss under sections one and two ***we*** will not pay more than 10% of whichever section (one or two) has the greater maximum sum insured in total
I) TENANTS ACCIDENTAL DAMAGE TO BUILDINGS ***your*** legal responsibility as a tenant for loss or ***damage*** to the ***buildings*** caused by loss or ***damage*** which is covered under section two	***a)*** the ***excess*** in the ***schedule*** b) any amount over 10% of the sum insured under section two for the ***contents*** of the ***buildings*** damaged or destroyed c) for loss or ***damage*** caused by fire, lightning or explosion to the ***buildings*** other than to the landlord's fixtures or fittings ***d)*** for loss or ***damage*** arising from ***subsidence, ground heave*** or ***landslip*** e) for loss or ***damage*** caused by any person taking part in a riot, violent disorder, strike, labour, disturbance, civil commotion or acting maliciously (including malicious acts and vandalism) ***f)*** for loss or ***damage*** while the ***buildings*** are ***unoccupied*** (unless otherwise agreed by ***us***)
J) 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

K) 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: • €10000 for each insured person over the age of majority in the Republic of Ireland • €5000 for each insured person under the age of majority in the Republic of Ireland at the time of the incident	
L) DOMESTIC FREEZER COVER the cost of replacing ***your*** food in ***your*** fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	***a)*** the ***excess*** in the ***schedule*** b) for loss or ***damage*** caused by any electricity or gas company cutting off or restricting ***your*** supply c) for loss or ***damage*** due to the failure of ***your*** electricity or gas supply caused by a strike or any other industrial action d) for loss or ***damage*** to the ***contents*** of ***your*** fridge or freezer if ***your*** fridge or freezer is 10 years of age or older e) for loss or ***damage*** or deterioration caused by ***your*** wilful act or neglect f) any amount exceeding €750 per unit (unless otherwise agreed by ***us***)
M) REINSTATEMENT OF DEEDS & DOCUMENTS Loss or ***damage*** to ***your*** deeds, registered bonds and other personal documents by any cause insured by section two but only for the value of the materials as stationary together with the cost of clerical labour in re-writing them	***a)*** the ***excess*** in the ***schedule*** b) any amount greater than €2500 in total

N) 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
O) PERSONAL MONEY Accidental loss of or accidental ***damage*** to ***money*** belonging to ***you***, anywhere in the world, up to €650	***a)*** the ***excess*** in the ***schedule*** b) for loss of ***money*** from the ***premises*** while any part of the ***premises*** is lent, let or sub-let, unless entry to or exit from the ***premises*** is made using violence and/or force. c) for stealing of ***money*** from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit is made using violence and/or force d) for shortages caused by error or omission e) for depreciation in value f) for losses not reported to the Gardai or Police within 24 hours of discovery g) for confiscation or detention by customs or other officials
P) CREDIT CARDS Financial loss arising from unauthorised use following loss or theft of ***your credit card(s)*** up to €900	***a)*** the ***excess*** in the ***schedule*** ***b)*** for the unauthorised use by a member of ***your family*** c) for liability following breach of the terms and conditions of use d) for losses not reported to the card issuing company within 24 hours of discovery e) for confiscation or detention by customs or other officials

Q) ACCIDENTS TO DOMESTIC STAFF ***We*** will indemnify you for amounts ***you*** become legally liable to pay, (including costs and expenses which ***we*** have agreed in writing), to any person who is in ***your*** personal domestic service and is under a contract of service with ***you***: • for loss of or ***damage*** to property • for death, injury, illness or disease by accident happening during the ***period of insurance*** and resulting from the work they are employed to do, within the ***territorial limits*** The maximum ***we*** will pay 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 is €3,000,000	We will not indemnify you: a) for loss of or ***damage*** to property, death, injury, illness or disease arising directly or indirectly:- • from any motor vehicle, caravan, trailer, watercraft, boards or any other craft designed to be used in or on water, aircraft, or parts and accessories for any of them outside the ***premises*** • from any vehicle used for racing, pace making or speed testing • from ***your*** job or while ***you*** are carrying on any profession, occupation, business or employment • from any communicable disease or condition • from ***asbestos*** and ***asbestos dust*** • out of work of a construction or reconstruction nature or structural alterations or demolition or any operation incidental thereto • to independent consultants or contactors and/or their employees • from any agreement unless Liability would have otherwise attached • from tree felling or lopping b) anywhere outside the ***territorial limits*** unless otherwise agreed by ***us*** and specified on the ***schedule***

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 or condition 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 exceeding 1.88 metres 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 a specific 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 possilble 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.

Your Sum Insured

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***.

SECTION THREE: PERSONAL EFFECTS

How we deal with your claim

We will at ***our*** option repair, replace or pay for any article lost or damaged.

The above basis of settlement will not apply to clothes, household linen, 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 ***personal effects*** 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.

Your Sum Insured

If the total value of unspecified items at the time of the loss or ***damage*** is more than ***your*** sum insured for such items, then ***we*** will only pay for a proportion of the claim.
For example if ***your*** sum insured only represents one half of the total value of unspecified items ***we*** will only pay one half of the cost of repair or replacement.

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

Limit of Insurance

We will not pay more than the sum(s) insured shown in the ***schedule***.

Family Legal Protection

Helpline Number : 01- 6533915

This is your Family Legal Protection Policy - it includes everything you need to know about your cover.

We suggest *you* keep this document in a safe place as *you* will need to refer to it if *you* need to make a *claim*.

Policy Arranged by:

KennCo Underwriting Ltd

Suites 5- 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.
KennCo Underwriting Ltd T/A KennCo Insurance isregulated by the Central Bank of Ireland.

And;

MIS Underwriting Ltd

14a Jocelyn Street, Dundalk, Co Louth
MIS Group is authorised and regulated by the Financial Conduct Authority of the United Kingdom, registration no: 307266 and is regulated by the Central Bank of Ireland for conduct of business rules.

Policy Insured by:

AmTrust International Underwriters (AIU) DAC

6-8 College Green, Dublin 2, Ireland
AmTrust International Underwriters DAC is a designated activity company registered in Ireland under registration number 169384. AmTrust International Underwriters DAC is regulated by the Central Bank of Ireland.

WELCOME TO FAMILY LEGAL PROTECTION

Thank you for taking out Family Legal Protection. To make sure you get the most from your cover, please take time to read this policy which explains the contract between you and us. If you have any questions or would like more information, please contact your insurance adviser.

How we can help

To make a claim under your policy, please call the helpline number on 01-6533915

We will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this policy, we will give you a claim reference number. At this point we will not be able to tell you whether you are covered but we will pass the information you have given us to our claims-handling teams and explain what to do next.

You can phone us between the times shown under **HELPLINE SERVICES** on page 43 of the policy on 353 1 6533915 if you require advice on any personal legal problem subject to the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man.

Please note that all calls to and from MIS Underwriting Ltd are recorded for training and quality purposes.

When we cannot help

Please do not ask for help from a lawyer, accountant or anyone else before we have agreed. If you do, we will not pay the costs involved even if we accept the claim.

Problems

We will always try to give you a quality service. If you think we have let you down, please write to MIS Underwriting Lid, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2, or you can phone us during standard office hours on 01 872 0179 or email us at underwriting@misgroup.online.

Details of our internal complaint-handling procedures are available on request. If you are still not satisfied, you can contact: The Insurance Division of the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. You can also contact them on 01 567 7000. Website: www.fspo.ie

(Using this service does not affect your right to take legal action.) MIS Underwriting Limited, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European (Insurance Distribution) Regulations, 2018, (IDR) in respect of General Insurance, registration number: C190040.

Data Protection MIS Underwriting

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

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

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

- Reporting an incident involving your Home
- Reporting an incident involving your Vehicle

This Information may include:

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

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

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

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

Insurance Administration
Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention.

Information may also be shared with other insurers either directly or via those acting for the insurer, such as Investigators or Loss Adjusters.

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

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

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

THE MEANING OF WORDS IN THIS SECTION

We, us, our
MIS Underwriting Limited.

You, your
The person who has taken out this policy.

Insured person
You, and any member of *your* family who always lives with *you*. Anyone claiming under this policy must have *your* agreement to claim.

Representative
The lawyer, accountant or other suitably qualified person whom *we* appoint to act for an *insured person* in accordance with the terms of this policy.

Period of insurance
The period for which *we* have agreed to cover an *insured person*.

Date of occurrence
(a) For civil cases, the *date of occurrence* is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the *date of occurrence* is the date of the first of these events.
(b) For criminal cases, the *date of occurrence* is when the *insured person* began, or is alleged to have begun, to break the law in question.
(c) For *insured incident* **7 TAX PROTECTION**, the *date of occurrence* is when the Revenue Commissioner first notifies the *insured person* in writing of their intention to make an enquiry.

Identity theft
The theft or unauthorised use of an *insured person's* personal identification which has resulted in the unlawful use of their identity.

Revenue Audit
An examination by the Revenue Commissioners of an *insured person's* self assessment return for income tax or capital gains tax.

Costs and expenses
(a) Accountant's costs
All reasonable and necessary costs chargeable by the *representative*.

(b) Attendance expenses
The *insured person's* net salary or wages for the time that the *insured person* is off work. *We* will pay for each half or whole day that the court, tribunal or the *insured person's* employer will not pay for.
The amount *we* will pay is based on the following:-
- the time the *insured person* is off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours
- if the *insured person* works full time, the salary or wages for each day equals 1/250th of the *insured person's* yearly salary or wages;
- if the *insured person* works part time, the salary or wages will be a proportion of the *insured person's* weekly salary or wages.
- If the *insured person* is self employed, *we* will pay net salary or wages that the *insured person* draws from the business to cover their own personal cost-of-living expenses.

(c) Communication costs
Costs of phone calls, faxes or postage incurred by the *insured person* to communicate with the Gardai, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents.

(d) Legal costs
All reasonable and necessary costs charged by the *representative* on a party/party basis. For *Insured Incident* **3 BODILY INJURY** *we* will initially pay the application fee required by the Injuries Board (IB).

(e) Opponents' costs
The costs incurred by opponents in civil cases if an *insured person* has been ordered to pay them, or pays them with *our* agreement.

Territorial limit
For *insured incidents* **1 CONTRACT DISPUTES** and **3 BODILY INJURY**
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
For all other *insured incidents*
The Republic of Ireland.

Data Protection Legislation
The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Incident.

COVER

We agree to provide the insurance in this policy, as long as:

(a) the premium has been paid; and
(b) the date of occurrence of the *insured incident* is during the *period of insurance*; and
(c) any legal proceedings will be dealt with by a court, or other body which *we* agree to, in the *territorial limit*;
and
(d) for civil claims, it is always more likely than not that an *insured person* will recover damages (or obtain any other legal remedy which *we* have agreed to) or make a successful defence.

WHAT WE WILL PAY

1. (a) For all *insured incidents* under this policy, *we* will pay *legal costs* and *opponents' costs*;
(b) for *Insured Incident* **3 BODILY INJURY** claims, *we* will pay the application fee required by the Injuries Board (IB);
(c) for *insured incident* **7 TAX PROTECTION**, *we* will pay *accountants' costs*;
(d) for *insured incident* **8 JURY SERVICE AND COURT ATTENDANCE**, *we* will pay *attendance expenses;*
(e) for *insured incident* **2 IDENTITY THEFT**, *we* will pay *communication costs.*

2. For all *insured incidents we* will pay *costs and expenses* to make or defend against an appeal as long as the *insured person* tells *us* within the time limits allowed that they want *us* to appeal. Before *we* pay the *costs and expenses* for appeals, *we* must agree that it is always more likely than not that the appeal will be successful.

3. The most *we* will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €65,000.

HELPLINE SERVICES

Helpline Number : 01- 6533915

We are available to answer *your* call 24 hours a day, seven days a week during the *period of insurance.*

All helplines apply to the Republic of Ireland unless otherwise stated.

To help *us* check and improve *our* service standards, *we* record all calls,
except those to the counselling service. When phoning, please tell *us your* policy number or the name of the scheme *you* are in and quote 'KennCo'. Please do not phone *us* to report a general insurance claim.

Legal advice service
We will give an *insured person* confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man.

Identity theft
We will provide an *insured person* who is resident in the Republic of Ireland with detailed guidance and advice over the phone in relation to or relating to concerns about identity theft.

The helpline is open 9am to 5pm, Monday to Friday. *n.b. We do not provide a call back service for this helpline if you call outside of the operating hours.*

Health and medical information service
We will give an *insured person* information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve overall health. Between the hours of 7pm and 9am *we* will take a message and one of *our* health and medical advisors will contact the *insured person* the next day or at an agreed time.

Counselling
We will provide an *insured person* with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

Assistance Service
We provide these services 24 hours a day, seven days a week during the *period of insurance*. All services apply to the Republic of Ireland unless otherwise stated. To help *us* check and improve *our* service standards, *we* record all calls. When phoning, please tell *us your* policy number or the name of the scheme *you* are in. Please do not phone *us* to report a general insurance claim.

Insured incidents we will cover

1 CONTRACT DISPUTES

We will negotiate for an *insured person's* legal rights in a contractual dispute arising from an agreement or an alleged agreement which an *insured person* has entered into for:

(a) buying or hiring in goods or services; or
(b) selling goods;

Provided that:

(i) the insured person has entered into the agreement or alleged agreement during the period of insurance;
and
(ii) the amount in dispute is more than €150.

What is not covered under CONTRACT DISPUTES
A claim relating to:

(1) a contract regarding an *insured person's* trade, profession, employment or any business venture;
(2) construction work on any land, or designing, converting or extending any building where the contract value exceeds €7,500 (including VAT);

(3) the settlement payable under an insurance policy (*we* will negotiate if an *insured person's* insurer refuses their claim, but not for a dispute over the amount of the claim);
(4) a dispute arising from any loan, mortgage, pension, investment or borrowing;
(5) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, *we* will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

2 IDENTITY THEFT

Identity theft support service
Following a call to the *identity theft* helpline service, *we* will help to restore an *insured person's* identity and credit status if they have become a victim of *identity theft*. *We* will assign a personal case worker who will provide phone advice to help regain an *insured person's* identity.

Legal costs
Following an *insured person's identity theft*:
(1) *we* will pay *legal costs* to reinstate an *insured person's* identity including costs for the signing of statutory declarations or similar documents;
(2) *we* will negotiate for an *insured person's* legal rights in a dispute with debt collectors or any party pursuing legal action against an *insured person* arising from or relating to *identity theft;*
(3) *we* will pay loan-rejection fees and any re-application administration fee for a loan when an *insured person's* original application has been rejected.

Provided that;
(i) the insured person files a Garda report and notifies banks and building societies as soon as possible; and
(ii) the insured person tells us if they have previously suffered identity theft; and
(iii) the insured person takes all reasonable action to prevent continued unauthorised use of their identity.

What is not covered under Identity theft
(1) Fraud committed by another *insured person* under this policy.
(2) Losses arising from an *insured person's* business activities.

3 BODILY INJURY

We will negotiate for an *insured person's* legal rights in a claim against a party who causes the death of, or bodily injury to, an *insured person*. This includes helping an *insured person* to register their claim with the Injuries Board (IB).

What is not covered under BODILY INJURY
(1) Illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident.
(2) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the *insured person*.
(3) Clinical negligence.
(4) Defending an *insured person's* legal rights, but defending a counter-claim is covered.
(5) The cost of obtaining a medical report when registering a claim with the IB.

4 CLINICAL NEGLIGENCE

We will negotiate for an *insured person's* legal rights where it is alleged that accidental death or bodily injury to an *insured person* has resulted from a single negligent act of surgery, clinical or medical procedure.

What is not covered under CLINICAL NEGLIGENCE
(1) The alleged failure to correctly diagnose the *insured person's* condition.

(2) Psychological injury or mental illness that is not associated with an *insured person* having suffered physical bodily injury.

5 EMPLOYMENT DISPUTES

We will negotiate for an *insured person's* legal rights in a dispute relating to their contract of employment or future employment.

What is not covered under EMPLOYMENT DISPUTES

(1) Employers' disciplinary hearings or internal grievance procedures;
(2) Any claim relating solely to personal injury.

6 PROPERTY PROTECTION

We will:

(a) negotiate for an *insured person's* legal rights in a civil action; and/or
(b) arrange mediation (if appropriate);
for a dispute relating to material property (including the *insured person's* principal and holiday home) which is owned by an *insured person*, or for which an *insured person* is responsible, following:
(1) an event which causes physical ***damage*** to such material property, provided that the amount in dispute is more than €150;
(2) a legal nuisance (meaning any unlawful interference with an *insured person's* use or enjoyment of their land, or some right over, or in connection with it);
(3) a trespass.

What is not covered under PROPERTY PROTECTION

(1) A claim relating to:
(a) a contract entered into by an *insured person*;
(b) any building or land other than the *insured person's* principal or holiday home;
(c) someone legally taking an *insured person's* material property from them, whether the *insured person* is offered money or not, or restrictions or controls placed on an *insured person's* material property by any government or public or local authority;
(d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical ***damage;***
(e) mining subsidence.
(2) Defending a claim relating to an event that causes physical ***damage*** to material property, but defending counter-claim is covered.
(3) The first €350 of any claim for legal nuisance or trespass. This is payable as soon as *we* accept the claim.

7 TAX PROTECTION

In the event of a Revenue Commissioner's audit relating to an *insured person's* self-assessment tax return, *we* will negotiate for an *insured person*, and represent them in any appeal proceedings.

What is not covered under TAX PROTECTION

(1) A claim relating to an off shore account held by an *insured person*.
(2) The tax affairs of a company, or any claim if the *insured person* is self-employed, or a sole-trader, or in a business partnership.
(3) Any Revenue Commissioner's audit where the *insured person* has not submitted a self-assessment tax return.

8 JURY SERVICE AND COURT ATTENDANCE

An *insured person's* absence from work:

(a) to attend any court or tribunal at the request of the *representative*; or

(b) to perform jury service; or
(c) to carry out activities specified by the identity theft support service under *insured incident*

9 LEGAL DEFENCE

(1) *We* will defend an *insured person's* legal rights if an event arising from an *insured person's* work as an employee leads to:
(a) an *insured person* being prosecuted; or
(b) civil action being taken against an *insured person* under legislation for unlawful discrimination.
(2) *We* will defend an *insured person's* legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

What is not covered under LEGAL DEFENCE
(1) Parking or obstruction offences.
(2) The driving of a motor vehicle by an *insured person* for which the *insured person* does not have valid motor insurance.

10 PROPERTY SALE AND PURCHASE

We will pursue or defend a legal action arising from a breach of a contract for the sale or purchase of your main home.

What is not covered under PROPERTY SALE AND PURCHASE
(1) Claims where you have purchased this insurance after the date you completed the sale or purchase of your main home
(2) Where the amount in dispute is below €250 plus VAT
(3) Directly or indirectly arising from planning law
(4) Directly or indirectly arising from constructing buildings or altering their structure for your use

11 PROBATE

We will pursue legal proceedings within the territorial limit by you in respect of a probate dispute involving the will of Your deceased parents or grandparents, children, step-children or adopted children where you are contesting a will as a named beneficiary or as a member of a class of beneficiaries with an immediate interest.

What is not covered under PROBATE
(1) Claims in respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced.

12 MOTOR PROSECUTION DEFENCE

We will defend your legal rights in respect of a motoring offence, arising from your use of a vehicle. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

What is not covered under MOTOR PROSECUTION DEFENCE
(1) Claims for costs and expenses where you are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
(2) For parking offences which cannot lead to penalty points on your licence

13 DATA PROTECTION

We will pursue a legal action against a person or organisation for breach of data protection legislation which has resulted in you suffering a financial loss.

14 SOCIAL MEDIA DEFAMATION

What is insured

Following defamatory comments made about you through a social media website, we will write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, we will write one letter to the author requesting that the comments are removed from the social media website.

What is not covered under SOCIAL MEDIA DEFAMATION

Claims where you are not aged 18 years or over.

WHAT IS NOT COVERED BY THIS POLICY

1. A claim where the *insured person* has failed to notify *us* of the *insured incident* within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that *we* have agreed to) or of making a successful defence.

2. An incident or matter arising before the start of this policy.

3. *Costs and expenses* incurred before *our* written acceptance of a claim.

4. Fines, penalties, compensation or damages which an *insured person* is ordered to pay by a court or other authority.

5. A claim intentionally brought about by an *insured person*.

6. A legal action that an *insured person* takes which *we* or the *representative* have not agreed to, or where an *insured person* does anything that hinders *us* or the *representative*.

7. A claim relating to written or verbal remarks which ***damage*** an *insured person's* reputation.

8. A dispute with *us* not otherwise dealt with under Condition 7.

9. Apart from *us*, the *insured person* is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.

10. *Costs and expenses* arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.

11. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

12. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the *insured person.*

13. A claim caused by, contributed to by or arising from:
(a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
(c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
(d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic

CONDITIONS WHICH APPLY TO THE FAMILY LEGAL PROTECTION POLICY

1. An *insured person* must:

(a) keep to the terms and conditions of this policy;
(b) try to prevent anything happening that may cause a claim;
(c) take reasonable steps to keep any amount *we* have to pay as low as possible;
(d) send everything *we* ask for, in writing;
(e) give *us* full and truthful details by phone or in writing of any claim as soon as reasonably possible and give *us* any information *we* need.

2. (a) *We* can take over and conduct in the name of an *insured person*, any claim or legal proceedings at any time to the extent permitted under the Consumer Insurance Contracts Act 2019.*We* can negotiate any claim on behalf of an *insured person.*

(b) An *insured person* is free to choose a *representative* (by sending *us* a suitably qualified person's name and address) if:
(i) *we* agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an *insured person* in those proceedings; or **(ii)** there is a conflict of interest.
(c) In all circumstances except those in 2(b) above, *we* are free to choose a *representative*.
(d) Any *representative* will be appointed by *us* to represent an *insured person* according to *our* standard terms of appointment. The *representative* must co-operate fully with *us* at all times.
(e) *We* will have direct contact with the *representative*.
(f) An *insured person* must co-operate fully with *us* and the *representative* and must keep *us* up to date with the progress of the claim.
(g) An *insured person* must give the *representative* any instructions that *we* ask for.

3. (a) An *insured person* must tell *us* if anyone offers to settle a claim.
(b) If an *insured person* does not accept a reasonable offer to settle a claim, *we* may refuse to pay further *costs and expenses*.
(c) *We* may decide to pay the *insured person* the amount of damages that the *insured person* is claiming, or that is being claimed against them, instead of starting or continuing legal proceedings.

4. (a) An *insured person* must tell the *representative* to have *costs and expenses* taxed, assessed or audited, if *we* ask for this.
(b) An *insured person* must take every step to recover *costs and expenses* and Injury Board application fee(s) that *we* have to pay, and must pay *us* any *costs and expenses* and Injury Board application fee(s) that are recovered.

5. If the *representative* refuses to continue acting for an *insured person* with good reason, or if an *insured person* dismisses the *representative* without good reason, the cover *we* provide will end at once, unless *we* agree to appoint another *representative*.

6. If an *insured person* settles a claim or withdraws it without *our* agreement, or does not give suitable instructions to a *representative*, the cover *we* provide will end at once and *we* will be entitled to reclaim from *you costs and expenses we* have paid.

7. If there is a disagreement about the way *we* handle a *claim* that is not resolved through *our* internal complaints procedure, the *insured person* can contact the Financial Services and Pensions Ombudsman for help.

8. *We* may, at *our* discretion, require the *insured person* to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the *insured person* and *us*, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an *insured person* will recover damages (or obtain any other legal remedy that *we* have agreed to) or make a successful defence, *we* will pay the cost of obtaining the opinion.

9. *You* can cancel this policy by telling *us* within 14 days of it being concluded; or at any time afterwards as long as *you* tell *us* at least 14 days beforehand. *We* can cancel this policy at any time as long as *we* tell *you* at least 14 days beforehand and we will provide a reason for any such cancellation.

10. *We* will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

11. This policy will be governed by the laws of the Republic of Ireland.

Privacy and Data Protection Notice

1. Data Protection
MIS Underwriting Ltd. are committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which We process Your personal data, for more information please visit www.misunderwriting.com.

2. How We Use Your Personal Data and Who We Share it With
We may use the personal data We hold about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. We will also use Your data to safeguard against fraud and money laundering and to meet Our general legal or regulatory obligations.

3. Sensitive Personal Data
Some of the personal information, such as information relating to health or criminal convictions, may be required by Us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for Us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in Our Privacy Statement, which is available to view on the website address detailed above.

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights
You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

6. Retention
Your data will not be retained for longer than is necessary, and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

If You have any questions concerning Our use of Your personal data, please contact **The Data Protection Officer, please see website for full address details.**

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Suites 5 - 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16
T 01 4994600 **F** 01 4954627 **E** info@kennco.ie **www.kennco.ie**

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KennCo Underwriting Ltd is regulated by the Central Bank of Ireland.