ARRANGED BY

KENNCO UNDERWRITING LIMITED

INSURED BY

ERGO

Rental Property 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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This Policy is arranged and administered by KennCo Underwriting Ltd
on behalf of the Ergo Versicherung AG.

02 /2022

Policy Arranged By:
KennCo Underwriting Ltd

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

Policy Insured By:
ERGO Versicherung AG

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

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Welcome

Introduction to Your Insurance Policy

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. 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.

Choosing the Right Levels of Cover

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.

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 residential investment property*** 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 residential investment property*** may be different from the market value of ***your residential investment property***.

For ***contents*** this means the full cost of replacing all ***your*** belongings within the ***residential investment property*** 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, for floor coverings more than five years old and clothing and household linen, where ***we*** may make a deduction for wear and tear and loss in value).

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 residential investment property*** (which includes garages and domestic outbuildings with direct and exclusive access from the property but not shared garages, outbuildings, car parks or any communal parking facilities), 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 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 - ***your*** furniture and household goods which are used for the provision of rented residential accommodation, and aerials not exceeding 30 feet in height (including satellite dishes, receivers and ancillary equipment up to €1,000) at ***your premises*** all belonging to ***you*** or for which ***you*** are legally responsible.
The maximum cover in respect of any one item is 5% of the ***contents*** sum insured or €2,500 whichever is the lesser. Unless otherwise stated in the ***schedule*** the maximum cover in respect of ***contents*** of locked garages and/or domestic outbuildings is €3,000 any one loss.

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;
- property insured by any other section of this policy or otherwise more specifically insured;
- Rifles, Handguns and shotguns
- ***credit cards***
- property belonging to any ***tenant(s)*** or any member of such ***tenant(s)*** family
- ***money***
- ***personal effects***
- ***jewellery***
- ***valuables***

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

damage - physical harm immediately caused by an insured 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 residential investment property*** 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

residential investment property - ***Your*** private dwelling, garage and outbuildings of ***standard construction*** used as rented residential accommodation only at the ***premises*** shown in the ***schedule*** but excluding any shared garages, outbuildings or car parks or any communal parking facilities

limit of indemnity – the total amount payable for all damages including costs, charges, and expenses in connection therewith in respect of any one occurrence or all occurrences of a series consequent on one original cause

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

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

occupant - a person or persons authorised by ***you*** to stay in the ***residential investment property*** overnight

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

personal effects - clothing, ***jewellery***, furs, baggage, sports equipment, musical instruments, portable ***computers*** and ***games and/ or multimedia consoles***, mp3 players, binoculars, telescopes, cameras, mobile phones, tablets 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

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 residential investment property*** 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.

storm - violent atmospheric disturbance with strong winds which is capable of causing ***damage*** to a building which is in sound condition and good repair

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

tenant(s) – any person living in ***your residential investment property*** under a rental or lease agreement with ***you***

tenanted – the ***residential investment property*** is ***tenanted*** when there is a current rental or lease agreement in place and the ***tenant*** continues to reside in the ***residential investment property*** under that agreement

untenanted - the ***residential investment property*** is considered ***untenanted*** when there is no current rental or lease agreement in place or where a ***tenant*** has ceased to reside in the ***residential investment property*** before the expiry of an agreement

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

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 Vericherung AG, UK Branch.

you / your / insured - the person or persons named in the ***schedule***

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.

Changes in Terms and Conditions

If ***you*** tell us about or if ***we*** discover something that happened during any ***period of insurance*** or prior to the insurance being taken out which could lead to a claim, ***we*** may change the level of cover, the premium and/or the policy terms and conditions. ***We*** reserve the right to backdate this change to any date during the ***period of insurance***.

Minimum Security Requirements Condition

It is a condition precedent to liability under the Policy that ***your residential investment property*** is fitted with the following security devices:

a. All external doors are fitted with mortice deadlocks or deadlocking rim latches
b. All french doors and/or patio doors are fitted with appropriate security locks.

Your Duties

1. If ***you*** are a consumer, ***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 ***residential investment property*** as rented residential accommodation; or if the ***residential investment property*** is without a ***tenant*** for more than 30 consecutive days within 3 days of such occurrence.

   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 Vericherung AG, UK Branch 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 manneroutlined 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 Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. 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.

Rental Home – Special Conditions for Untenanted Properties

Whenever ***your residential investment property*** becomes ***untenanted*** for a period exceeding 14 consecutive days it is a condition precedent to liability that

1. the water is turned off at the mains and the water system (but not heating system) and tank is drained
2. a responsible person must visit and inspect the ***residential investment property*** at least once a week. These inspections must check for ***damage*** or faults and make sure that:
   - all outside doors are securely locked
   - all ground floor and accessible upper floor windows are securely fastened and any broken windows boarded up and repaired without delay

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

While the ***residential investment property*** remains ***untenanted*** for a period exceeding 14 consecutive days the following restrictions also apply

- the policy ***excess*** is increased by €250 and
- the following events will not be covered:
  - riot, violent disorder, strike, labour disturbance or civil commotion;
  - malicious fires, malicious acts and vandalism;
  - escape of oil from any fixed domestic oil heating installation, tank or appliance;
  - theft or attempted theft;
  - accidental ***damage***.

General Exclusions Applicable to the Whole of this Insurance

1. Radioactive Contamination and Nuclear Assemblies

We will not pay for any loss or ***damage*** or legal liability or any other claim directly or indirectly caused by or contributed to by or arising from:

i) ionising radiation or contamination by radio activity from any nuclear fuel or from any nuclear

waste from the combustion of nuclear fuel; or

ii) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or

iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2. War, civil war and confiscation

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

3. Sonic Bangs

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

4. Gradually Operating Cause

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

5. Market Value

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

6. Terrorism

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

(a) terrorism; and or

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

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

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

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

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

7. Contamination, Pollution and Disease Exclusion

Definitions applicable to this exclusion:

Epidemic

The sudden, unexpected, large-scale manifestation of an initially locally contained, infectious

disease which spreads with great virulence.

Pandemic

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

This Policy shall not cover any liability, loss or Damage caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

a) Pollution, contamination, soot, deposit, impairment with dust, chemical precipitation, adulteration or impurification.

b) poisoning, disease or illness, Epidemic or Pandemic (including any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health

c) This Exclusion does not apply if such loss or Damage arises out of one or more of the following Perils;

i) Fire, Lightning, Explosion, Impact of Aircraft

ii) Vehicle Impact, Sonic Boom

iii) Accidental Escape of Water from any tank, apparatus or pipe

iv) Riot, Civil Commotion, Malicious Damage

v) Storm, Hail

vi) Flood Inundation

vii) Earthquake

viii) Landslide, Subsidence

ix) Pressure of Snow, Avalanche

x) Volcanic Eruption

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

8. Data Exclusion

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

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

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

9. Date Recognition

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

10. Theft or Wilful damage

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

11. Defective and Faulty Workmanship

We will not pay for:

- Loss or ***damage*** caused by faulty workmanship
- Loss or ***damage*** caused by defective design or the use of defective materials

12. Existing Damage

We will not pay for any loss or ***damage*** occurring before cover starts or arising from an event before cover starts

13. Pets, Insects and Vermin

We will not pay for any loss or ***damage***:

- caused by chewing, scratching, tearing or fouling by domestic pets
- caused by vermin and insects

Section one

Buildings

This part of the policy sets out the cover ***we*** provide for the ***buildings*** of ***your residential investment property***, 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 f) for loss or ***damage*** caused by frost g) for loss or ***damage*** to any portion of a roof constructed with torch-on felt exceeding 10 years of age h) for loss or ***damage*** to any portion of a roof constructed with mineral felt exceeding 5 years of age
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 ***untenanted*** for more than 14 consecutive days (unless otherwise agreed by ***us***) ***c)*** for loss or ***damage*** caused by ***your tenant***, ***your tenant's*** family or any 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*** resulting from escape or overflow of water from gutters f) for any expenses should ***you*** retain any experts or contractors other than those carrying out emergency works without ***our*** express consent, the engagement of these contractors or experts will at all times be subject to ***our*** approval and ***we*** reserve the right to select experts from ***our*** own panel

	g) Loss or ***damage*** to walls, ceilings and tiles caused by the ingress of water through seals or grouting
5. escape of oil from a fixed domestic oil-fired heating installation	***a)*** the ***excess*** in the ***schedule*** b) for loss or ***damage*** while the ***buildings*** are ***untenanted*** for more than 14 consecutive days (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
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 ***damage***d 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 ***untenanted*** for more than 14 consecutive days (unless otherwise agreed by ***us***) c) for loss or ***damage*** caused by ***you***, ***your family, your*** domestic employees, boarders, lodgers, paying guests or ***tenant(s)*** or any member of such ***tenant(s)*** family d) for loss or ***damage*** 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 the foundations beneath the external walls of the ***buildings*** are damaged at the same time
9. smoke	***a)*** the ***excess*** in the ***schedule*** b) for loss or ***damage*** caused by smoke from fireplaces c) for loss or ***damage*** caused by smog or from agricultural smudging or industrial operations d) for loss or ***damage*** caused by gradual smoke from fuel fires e) for loss or ***damage*** caused by smoke from candles

Extra Covers

In addition to covering ***damage*** to ***your residential investment property*** at ***your premises*** arising from causes 1 to 9 ***we*** also provide the following covers.

Section one

Buildings (continued)

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 ***untenanted*** for more than 14 consecutive days (unless otherwise agreed by ***us***) c) for loss or ***damage*** while the ***residential investment property*** 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 ***residential investment property*** 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) CLEAN UP EXPENSES ***We*** will pay for vouched expenses incurred to clean up (but not to landscape), following escape of oil from any fixed domestic system or appliance	a) more than €2,000 in any ***period of insurance***. If ***you*** claim for such loss under sections one and two, ***we*** will not pay more than €2,000 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 ***damage***d due to:- • a domestic heating fuel leak within ***your residential investment property***, 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 ***residential investment property*** but at the address shown in the ***schedule*** The leak must happen during the ***period of insurance***.	a) 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 b) more than €1500 in any ***period of insurance*** for a water leak outside the ***residential investment property***. If ***you*** claim for such loss under sections one and two, ***we*** will not pay more than €1500 in total
I) 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 Where indemnity to Domestic Staff is also provided under Section two, the ***limit of indemnity*** under Section one and Section two 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 in total.	***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 tree felling or lopping • from any agreement unless Liability would have otherwise attached • from the use of lifts and/or hoists ***b)*** anywhere outside the ***territorial limits*** unless otherwise agreed by ***us*** and specified on the ***schedule*** c) in respect of an action for damages brought in a Court of Law outside of the Republic of Ireland

J) LOSS OF RENT Provided the ***buildings*** are ***tenanted*** at the time of a loss, ***we*** will pay for loss of rent ***you*** should have received but were unable to collect while the ***buildings*** were unfit to live in caused by an event in paragraphs 1-9 of this section. This cover is limited to the period necessary for reinstatement and the total amount payable is limited to 20% of the ***Buildings*** Sum Insured or the equivalent of 12 months' rent, whichever is the lesser. If the ***buildings*** are ***untenanted*** at the time of the loss, the equivalent of three months' rent will be deducted from the total amount payable. The total amount payable is also limited to the rent that could have been reasonably expected to be received given the pre-loss condition and rental prospects of the ***buildings***	a) Any rent owned by ***tenants*** to ***you*** for a period prior to the loss b) Any share of rents or any other charges or expenses payable to letting agents c) Loss of rent for any part of the ***buildings*** used for anything other than as domestic accommodation d) Any loss of rent after the ***buildings*** is fit to be let ***e)*** The returning of any deposits to ***tenants***

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 residential investment property*** at ***your premises***	***a)*** the ***excess*** in the ***schedule*** b) for loss or ***damage*** which comes within the terms of any exclusion or limitation set out in this policy including but not limited to loss or ***damage*** which ***we*** specifically exclude elsewhere under section one c) for ***damage*** caused by ***subsidence, ground heave*** or ***landslip*** d) for ***damage*** while ***the residential investment property*** is being altered, repaired, cleaned, maintained or extended e) for ***damage*** to outbuildings and garages which are not of ***standard construction*** f) for the cost of general maintenance g) for ***damage*** caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause h) for ***damage*** arising from faulty design, specification, workmanship or materials i) for ***damage*** from mechanical or electrical faults or breakdown j) for ***damage*** caused by dryness, dampness, extremes of temperature or exposure to light k) for ***damage*** to swimming pools, tennis courts, drives, patios, footpaths and terraces, walls, gates and fences and fuel tanks l) for any ***damage*** caused by or contributed to by or arising from any kind of pollution and/or contamination m) for loss or ***damage*** while the ***buildings*** are ***untenanted*** for more than 14 consecutive days (unless otherwise agreed by ***us***) n) for loss or ***damage*** caused by tree root action o) for loss or ***damage*** caused by ***settlement*** or shrinkage

Section two

Contents

This part of the policy sets out the cover ***we*** provide for the ***contents*** of ***your residential investment property*** 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 ***untenanted*** for more than 14 consecutive days (unless otherwise agreed by ***us***) ***c)*** for loss or ***damage*** caused by ***your tenant***, ***your tenant's*** family or any 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 ***untenanted*** for more than 14 consecutive days (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	***a)*** the ***excess*** in the ***schedule*** b) more than €1000 for domestic oil in fixed fuel oil tanks for which ***you*** own c) for loss or ***damage*** while the ***buildings*** are ***untenanted*** for more than 14 consecutive days (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 ***damage***d when the tree fell
7. theft or attempted theft	***a)*** the ***excess*** in the ***schedule*** b) for loss or ***damage*** unless the loss or ***damage*** follows a violent and/or forcible entry and/or exit c) for loss or ***damage*** caused by ***you***, ***your family, your*** domestic employees, boarders, lodgers, paying guests or ***tenant(s)*** or any member of such ***tenant(s)*** family d) for loss or ***damage*** while the ***buildings*** are ***untenanted*** for more than 14 consecutive days (unless otherwise agreed by ***us***) ***e)*** for loss or ***damage*** by deception unless the only deception practised is to gain entry to ***your residential investment property***
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) ***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 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 ***damage***d simultaneously

9. smoke	***a)*** the ***excess*** in the ***schedule*** b) for loss or ***damage*** caused by smoke from fireplaces c) for loss or ***damage*** caused by smog or from agricultural smudging or industrial operations d) for loss or ***damage*** caused by gradual smoke from fuel fires e) for loss or ***damage*** caused by smoke from candles

Extra Covers

In addition to covering ***damage*** to ***your contents***, at ***your premises*** arising from causes 1 to 9 ***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 all situated within ***your residential investment property*** which ***you*** own or for which ***you*** are legally responsible.	a) any amount over €500 in total 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, computers, computer software and ***games and/or multimedia consoles*** 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 ***untenanted*** for more than 14 consecutive days (unless otherwise agreed by ***us***) f) for loss or ***damage*** while the ***residential investment property*** 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*** whilst any equipment is being used professionally
B) CLEAN UP EXPENSES ***We*** will pay for vouched expenses incurred to clean up (but not to landscape), following escape of oil from any fixed domestic system or appliance	a) more than €2,000 in any ***period of insurance***. If ***you*** claim for such loss under sections one and two, ***we*** will not pay more than €2,000 in total

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 ***untenanted*** for more than 14 consecutive days (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
E) LOSS OF KEYS costs ***you*** have to pay for replacing external door locks and keys of ***your residential investment property*** specified in the ***schedule***, where the keys of such locks have been stolen following a break in at ***your residential investment property***	a) any amount over €500 in total
F) 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
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) If ***you*** claim for such loss under Sections one and two ***we*** will not pay more than €2000 in total

H) 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 Where indemnity to Domestic Staff is also provided under Section one, the ***limit of indemnity*** under Section one and Section two 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 in total.	***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 tree felling or lopping • from any agreement unless Liability would have otherwise attached • from the use of lifts and/or hoists ***b)*** anywhere outside the ***territorial limits*** unless otherwise agreed by ***us*** and specified on the ***schedule*** c) in respect of an action for damages brought in a Court of Law outside of the Republic of Ireland

Section one (continued)

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 ***residential investment property***	***a)*** the ***excess*** in the ***schedule*** b) for loss or ***damage*** which comes within the terms of any exclusion or limitation set out in this policy including but not limited to loss or ***damage*** which ***we*** specifically exclude elsewhere under section two c) for any amount over €3,000 for ***damage*** to ***contents*** within garages and/or 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 €500 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*** caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause j) for ***damage*** arising out of faulty design, specification, workmanship or materials k) for ***damage*** from mechanical or electrical faults or breakdown l) for ***damage*** caused by dryness, dampness, extremes of temperature and exposure to light m) for any loss or ***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 ***untenanted*** for more than 14 consecutive days (unless otherwise agreed by ***us***) o) 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 p) for loss or ***damage*** to records, audio, video or computer discs, tapes or cassettes q) for loss or ***damage*** as a result of tree root action

Section three

Legal Liability to the Public

This section applies only if the ***schedule*** shows that the ***buildings*** are insured under section one.

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 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***	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

	v) 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. ***vi)*** 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 ***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*** ***n)*** arising from the ownership possession or use of any Bouncing Castle, inflatable game orTrampoline in or about the ***premises***

Section three (continued)

Legal Liability to the Public

Limit of Indemnity

We will not pay

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

Claims Conditions Applicable to the Whole of this Insurance

Your duties

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

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

   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 and ***us*** 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 and where ***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***.

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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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Registered office: Suites 5 - 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.

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