

Kidd Endeavour Home Insurance

Policy Wording



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Introduction

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

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

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

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

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

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

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

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

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage Sections **you** have requested;
- **you** notify **your broker** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information;
- **you** take all reasonable steps to prevent loss, **damage** or an accident and keep the **buildings** in a good state of repair; and
- **you** comply with **your** duties under "Important Information – Your Duties" on page 25 and **your** duties under the insurance as a whole.

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

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

General Definitions

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

Additional rebuilding expenses	Architects', surveyors', consulting engineers', land agents' fees and legal fees, the cost of removing debris and making the buildings safe; and costs you are responsible for to meet any government or local authority requirements following damage to the buildings which is covered under Section One – Buildings.
Antiques and works of art	Individual items, collections and sets of particular value due to their age, style, artistic merit or collectability including furniture, paintings, drawings, prints, etchings, manuscripts, photographs, objets d'art, china, glass, porcelain, sculptures inside and outside your home , rugs, tapestries, wine, clocks, barometers and all other collectable property owned by you or for which you are legally responsible and which is not business property.
Broker	The person, people or company who arranged this insurance for you .
Buildings	The home , its' decorations and tenant's improvements including: <ul style="list-style-type: none">• fixtures and fittings attached to your home (including radio and television aerials, satellite dishes, their fittings and masts and solar panels attached to the building);• fixed water tanks, apparatus and pipes;• underground service pipes and cables, sewers, drains and septic tanks; and• permanently installed lighting, swimming pools, tennis courts, driveways, footpaths, patios and terraces, walls, gates, fences, hedges, fixed fuel tanks, professionally and permanently installed hot tubs and wind turbines used for domestic purposes only. owned by you or for which you are legally responsible within the premises.
Computer viruses	Any instruction or code from an unauthorised source that spreads itself over a computer system or network and corrupts or harms information. This includes but is not limited to, 'trojan horses', 'worms', 'time or logic bombs'.
Contents	Household goods and personal possessions, which belong to you or for which you are legally responsible. Contents includes: <ul style="list-style-type: none">• money and credit cards;• deeds and registered bonds;• fridge and freezer contents;• garden furniture and items normally kept outdoors;• guns;• furs;• home office equipment; and• tenants' fixtures and fittings.• domestic oil and metered water. Contents does not include: <ul style="list-style-type: none">• motor vehicles (other than domestic garden machinery and quad bikes used within the premises, golf buggies, non-motorised trailers and mobility aids);• caravans or their accessories;• any living creature, pet or livestock;• plants or trees;• aircraft;• watercraft (other than manually operated rowing boats, punts or canoes, sailboards or dinghies including their accessories);• any part of the buildings other than radio and television aerials, satellite dishes, their fittings and masts which are attached to your home;• any property held or used for business purposes other than home office equipment.

General Definitions (continued)

Credit cards	Credit, charge, debit, cheque, bank, prepaid and cash dispenser cards. Credit cards does not include: <ul style="list-style-type: none">• store cards and loyalty cards which cannot be used as a means to purchase goods and services;• credit cards used for or held for any trade, business or professional purposes.
Damage	Physical damage to or destruction of property.
Domestic employees	Any person working for you in connection with domestic duties who is: <ul style="list-style-type: none">• Employed by you under a contract of service; or• Self-employed and working on a labour-only basis under your control or supervision
Endorsement	A change in the terms and conditions of this insurance.
Excess	The first part of any claim which you must pay.
Garden	The ground next to your home and within the premises which is used only: <ul style="list-style-type: none">• for growing flowers, plants, trees, shrubs, fruit and vegetables (but not as a business) and• as a place of relaxation and enjoyment. The garden does not include: woods, paddocks and fields with a total acreage of more than 3 acres.
Geographical Limits	The Republic of Ireland
Gold and silver	Gold and silver and gold and silver plated items.
Heave	Upward and/or lateral movement of the site on which your buildings stand caused by the swelling of the ground.
Home	The private dwelling built of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Home Office Equipment	Computer equipment, printers, office furniture, supplies, telecommunication equipment, stationery, books, records and documents used to conduct business from your home , owned by your business or for which your business is legally responsible.
Landslip	Downward movement of sloping ground.
Money	All of the following held or used for private domestic purposes: <ul style="list-style-type: none">• 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 and gift tokens;• Travel tickets.
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Permanent Physical Injury	<ul style="list-style-type: none">• Loss by physical separation of an arm or hand or a leg at or above the ankle;• Permanent loss of use of a complete arm, foot or leg; or• Loss of sight resulting in the injured person being eligible for certification as registered blind; occurring during the period of insurance .

General Definitions (continued)

Personal Possessions	<p>Clothing, baggage, sports equipment and items designed to be worn, carried or used, owned by you or for which you are legally responsible including:</p> <ul style="list-style-type: none">• Spectacles, contact lenses and hearing aids;• Photographic equipment, mobile communication equipment and mobile computer equipment;• Pedal cycles, saddles, riding tack, specialist clothing and other similar items. <p>Personal possessions does not include: money, credit cards and valuables</p>
Premises	The address which is named in the schedule .
Sanitary ware	Washbasins, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this insurance and contains details of you , details of the premises , the sums insured , the period of insurance and the Sections of this insurance and any endorsements which apply.
Standard construction	Built of brick, stone or concrete and roofed with slates or tiles.
Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.
Sum Insured	The amount shown on the schedule as the most we will pay for claims resulting from one incident unless otherwise stated in this policy document or on the schedule .
Tenant's improvements	Alterations and decorations, which have been made by you or a previous occupier, that are not insured under any other insurance.
Terrorism	<p>Any act(s) including but not limited to:</p> <ul style="list-style-type: none">• the causing, occasioning or threatening of harm of whatever nature and by whatever means; and• putting the public or any section of the public in fear <p>in circumstances in which it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological or similar nature.</p>
Unoccupied	If at the time of the loss or damage the premises have not been lived in for 60 consecutive days or are not sufficiently furnished for normal living purposes.
Valuables	Jewellery, including unset precious or semi-precious stones; and Watches.
Vermin	Brown or black rats, house or field mice and wasps' or hornets' nests.
We, us or our	Lloyd's Insurance Company S.A.
You/Your	The person or people named in the schedule as the Insured and all permanent members of your home (including resident domestic employees and those in full-time education).

Section One – Buildings

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

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

What is covered

This insurance covers the **buildings** for loss or **damage**.

What is not covered

We will not pay for:

- a) loss or **damage** directly or indirectly caused by or arising from:
 - i. warping, shrinking or normal settlement or collapse;
 - ii. moth, **vermin**, wear and tear, infestation, corrosion, damp, wet or dry rot, mould, or anything which happens gradually;
 - iii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;
 - iv. dryness, dampness, extremes of temperature or exposure to light;
 - v. chewing, scratching, tearing or fouling by **your** domestic pets;
 - vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the **premises**.
- b) loss or **damage** to gates, fences and hedges caused by storm, flood or weight of snow.
- c) the cost of general maintenance, electrical or mechanical faults or breakdown.
- d) loss or **damage** caused by frost other than to fixed water tanks, apparatus or pipes.
- e) loss or **damage** while the **buildings** are **unoccupied** unless the loss or **damage** is caused by:
 - i. fire, lightning, explosion or earthquake;
 - ii. aircraft and other flying devices or items dropped from them;
 - iii. storm, flood or weight of snow;
 - iv. collision by any vehicle or animal;
 - v. **subsidence, heave or landslip**.

What is covered

This Section of the insurance also covers

A) Alternative Accommodation and Rent

If there has been **damage** to **your buildings** covered under Section One or the local authority prevents **you** from living in **your home** because of loss or **damage** to a neighbouring property **we** will pay:

- a) Loss of rent due to **you** and ground rent payable to **you** which **you** cannot recover;
- b) The extra costs of other accommodation for **you** and **your** domestic pets and horses as similar to **your** existing accommodation as possible.

What is not covered

- f) loss or **damage** caused by **subsidence, heave** or **landslip**:
 - i. to domestic fixed fuel tanks, swimming pools, tennis courts, driveways, patios, terraces, walls, gates, fences, hedges, footpaths, bridges, culverts, permanently installed hot tubs and wind turbines unless the private dwelling is also affected at the same time by the same event;
 - ii. to solid floors, unless the walls of the private dwelling are damaged at the same time by the same event;
 - iii. if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law;
 - iv. due to faulty design, faulty workmanship or faulty materials; or
 - v. as a result of the coast or riverbank wearing away.
- g) loss or **damage** caused by frost to permanently installed hot tubs.
- h) loss or **damage** where **you** sign an agreement with a contractor which needs specific or joint insurance without obtaining **our** agreement first.

We will not pay

- a) for loss of rent for more than 36 months;
- b) for the extra costs of other accommodation for more than 36 months. If you claim for costs of other accommodation under Sections One and Two, **we** will not pay for costs of other accommodation for a period of more than 36 months in total.

Section One – Buildings (continued)

This Section of the insurance also covers

B) Trace and Access

The cost of finding the source of any water or oil which has escaped from any fixed tanks, apparatus, pipes or any fixed domestic heating installation within the boundary of **your home** for which **you** are legally responsible.

C) Loss of Domestic oil

Up to €5,000 during the **period of insurance** for accidental loss of domestic heating oil.

D) Increased Metered Water Charges

Up to €10,000 during the **period of insurance** for increased metered water charges **you** have to pay after water escapes which gives rise to a claim **we** accept under Section One.

E) Garden Cover

Costs **you** have to pay to restore **your garden** following loss or **damage** by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or **damage** caused by people acting maliciously or the emergency services.

F) Selling Your Home

Anyone buying **your home** will have the benefit of the protection provided under Section One between exchange of contracts and when the sale is completed.

G) Additional Fees and Costs

Expenses **you** have to pay and which **we** have agreed in writing for **additional rebuilding expenses** following loss or **damage** to the **buildings** which is covered under Section One.

H) New Fixtures and Fittings

Up to 20% of the **buildings sum insured** in any one **period of insurance** for loss or **damage** to new fixtures and fittings, fitted furniture and fitted appliances within **your home** which are waiting to be installed, as long as **you** notify **us** know within 30 days of delivery to **your home**.

We will not pay

more than €50,000 during the **period of insurance**.

more than €5,000 in total during the **period of insurance** if **you** claim under Sections One and Two.

more than €10,000 in total during the **period of insurance** if **you** claim under Sections One and Two.

a) for more than €1,000 for any plant, tree or shrub;

b) for more than 10% of the **buildings sum insured** during the **period of insurance**.

If the **buildings** are insured under any other insurance.

a) for any expenses for preparing a claim or an estimate of loss or **damage**; or

b) for any costs if government or local authority requirements had been served on **you** before the loss or **damage**.

a) for any loss or **damage** caused while installing the fixtures and fittings; or

b) for items left in the open.

This Section of the insurance also covers

I) Unfixed Building Materials

Up to €25,000 in any one **period of insurance** for loss or **damage** to unfixed building materials and supplies owned by **you** and kept within **your home** for use in the construction, maintenance or alteration of **your home**.

J) Replacement Locks

Costs **you** have to pay for replacing locks to safes, alarms and outside doors and windows in **your home** following theft or loss of keys.

K) Security Upgrade

Up to €10,000 during the **period of insurance** towards the cost of upgrading **your** alarm and security systems following a physical criminal assault on **you** at **your home**.

L) Counselling Fees

Up to €5,000 during the **period of insurance** for professional counselling fees following a physical criminal assault on **you** at **your home**.

M) Essential Alterations

Up to €25,000 during the **period of insurance** towards essential alterations to the **home** if **you** sustain a **permanent physical injury** as a direct result of a sudden, identified, unexpected and unforeseen accident in the **Geographical Limits**

N) Extended Replacement cost

Up to 125% of the **buildings sum insured** in the event of **your home** being damaged beyond economical repair and the cost of rebuilding **your home** being more than the **sum insured**.

O) Similar Property Purchase

Up to 125% of the **buildings sum insured** in the event of **your home** being damaged beyond economical repair and permission to rebuild **your home** being refused by **your** local authority, to help **you** purchase a similar property in the same area.

We will not pay

- a) for any loss or **damage** caused while installing the fixtures and fittings; or
- b) for items left in the open.

- a) for any cost unless **you** obtain **our** agreement first;
- b) following any domestic dispute;
- c) more than €10,000 in total if **you** claim under Sections One and Two.

- a) for any cost unless **you** obtain **our** agreement first;
- b) following any domestic dispute;
- c) more than €5,000 in total if **you** claim under Sections One and Two.

- a) for any cost unless **you** obtain **our** agreement first;
- b) for **your domestic employees**;
- c) if such **permanent physical injury** has been self-inflicted;
- d) more than €25,000 in total if **you** claim under Sections One and Two.

- a) unless the **sum insured** corresponds with a professional valuation, completed within the last 5 years, that **we** have seen and approved;
- b) for any listed buildings.

- a) Unless the **sum insured** corresponds with a professional valuation, completed within the last 5 years, that **we** have seen and approved;
- b) Unless the similar property is located within the same area as **your home**.

Section One – Buildings (continued)

This Section of the insurance also covers

P) Fire Brigade Charges

Expenses **you** have to pay in respect of fire brigade charges which **you** are liable to pay following attendance by the fire brigade at the **premises** shown in the **schedule**, following loss or damage to the buildings which is covered under **section one**.

We will not pay

More than €5,000 in any **period of insurance**. If **you** claim for loss under Sections One and Two, **we** will not pay more than €5,000 in total.

Conditions that only apply to Section One – Buildings

How we deal with your claim

1) If **your** claim for loss or **damage** is covered under Section One, **we** will pay the full cost of the repair, less any **excess** applicable, so long as:

- the **buildings** were in a good state of repair immediately before the loss or **damage**; 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.

2) If a loss is paid under sub heading O – Similar Property Purchase of this Section, **you** will assign all title to the **premises to us** and pay **us** all monies **you** may receive as salvage.

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

Limitations that apply to Section One – Buildings

1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions - **Excess** and **Excess Waiver** on page 33.

2) **We** will not pay more than the sums insured shown on **your schedule** other than in accordance with sub headings N Extended Replacement Cost and O Similar Property Purchase on page 10.

Section Two – Contents

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

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

What is covered

This insurance covers the **contents** for loss or **damage** while at **your home** and while they are temporarily away from **your home** anywhere in the world.

What is not covered

We will not pay for:

- a) loss or **damage** directly or indirectly caused by or arising from:
 - i. moth, **vermin**, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;
 - ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;
 - iii. dryness, dampness, extremes of temperature or exposure to light;
 - iv. chewing, scratching, tearing or fouling by **your** domestic pets;
 - v. dyeing, cleaning, repairing, renovating, restoration or;
 - vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the **premises**.
- b) the cost of general maintenance or routine redecoration.
- c) loss or **damage** caused by mechanical or electrical faults or breakdown.
- d) loss or **damage** to property in the open caused by storm, flood or weight of snow.
- e) loss or **damage** to freezer contents resulting from;
 - i. deliberate disconnection by the utility company of the electricity supply to **your home**; or
 - ii. the failure of **your** gas or electricity supply caused by strike or any other industrial action.
- f) loss or **damage** to any item being transported, unless it is suitably packed and secured, given the nature of the item and how it is transported.
- g) loss or **damage** while the **buildings** are **unoccupied** unless the loss or **damage** is caused by:
 - i. fire, lightning, explosion or earthquake;
 - ii. aircraft and other flying devices or items dropped from them;
 - iii. storm, flood or weight of snow;
 - iv. collision by any vehicle or animal;
 - v. **subsidence, heave or landslip**
- h) loss or **damage** caused by **subsidence or heave or landslip**;
 - i. as a result of the coast or riverbank wearing away;

What is covered

This Section of the insurance also covers

A) Glass and Sanitary Ware

Accidental breakage of:

- a. fixed glass and double glazing; and
- b. **sanitary ware**;

forming part of the **buildings** which **you** are legally responsible for as a tenant and do not have other insurance for.

B) Loss of Rent

Rent **you** have to pay as occupier if the **buildings** cannot be lived in following loss or **damage** that is covered under Section Two.

C) Alternative Accommodation

The extra costs of using other accommodation, for **you** and **your** domestic pets and horses, as similar to **your** existing accommodation as possible, which **you** have to pay if the **buildings** cannot be lived in following loss or **damage** that is covered under Section Two.

D) Gifts

Up to €20,000 for wedding, anniversary, birthday, religious or other celebration gifts bought by **you** but not yet given (or which have been bought for **you**).

E) New Acquisitions

Up to 25% of the **contents sum insured** for new items **you** have bought but which **you** have not yet told **us** about.

What is not covered

- ii. if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law;
- iii. due to faulty design, faulty workmanship or faulty materials.

We will not pay

rent for more than 36 months.

for the extra costs of other accommodation for more than 36 months. If **you** claim under Sections One and Two, **we** will not pay for costs of other accommodation for a period of more than 36 months in total.

- a) for loss or **damage** which **we** specifically exclude elsewhere in this policy;
- b) after 60 days of buying the item if **you** have not told **us** about doing so.

- a) for loss or **damage** which **we** specifically exclude elsewhere in this policy;
- b) after 60 days of buying the item if **you** have not told **us** about doing so.

This Section of the insurance also covers

F) Replacement Locks

Costs **you** have to pay for replacing locks to safes, alarms and outside doors and windows in **your home** following theft or loss of keys.

G) Loss of Domestic Oil

Up to €5,000 during the **period of insurance** for accidental loss of domestic heating oil.

H) Increased Metered Water Charges

Up to €10,000 during the **period of insurance** for increased metered water charges **you** have to pay after water escapes which gives rise to a claim **we** accept under Section Two.

I) Contents of Guests

Personal property of guests up to €5,000 for each person and personal property of **domestic employees** (who do not live in any of the **homes** listed in **your schedule**) up to €2,500 for each person

J) Marquees

Up to €30,000 for loss or **damage** to marquees and associated equipment, which are being temporarily loaned to **you** and for which **you** are responsible, while at the **premises**.

K) Family in Residential Care

Up to €10,000 for loss or **damage** to the belongings of **your** parents or grandparents who are living in a residential nursing or care home.

L) Tenants Liability

Your legal responsibility as a tenant for loss or **damage** to the **buildings** caused by loss or **damage** that is covered under Section Two.

We will not pay

more than €5,000 in total if **you** claim under Sections One and Two.

more than €10,000 in total if **you** claim under Sections One and Two.

- a) for loss or **damage** which **we** specifically exclude elsewhere in this policy;
 - b) for loss or **damage** to their **money, valuables** or **credit cards**;
 - c) if there is any other insurance in place;
 - d) for loss or **damage** which occurs away from the **premises**;
 - e) more than €750 for any one item.
- a) if **you** fail to keep to manufacturers or owners written instructions;
 - b) for loss or **damage** during erection or dismantling;
 - c) if cover is provided under any other insurance.
- a) More than €2,500 any one event of loss or **damage** for **valuables** or **gold and silver** items;
 - b) For **money** and **credit cards**;
 - c) For loss or **damage** which **we** specifically exclude elsewhere in this policy.
- a) More than 20% of the **sum insured** under Section Two for the **contents** of the **buildings** damaged or destroyed;
 - b) For loss or **damage** caused by fire, lightning or explosion to the **buildings** other than to the landlords fixtures and fittings;
 - c) For loss or **damage** arising from **subsidence, heave** or **landslip**.

This Section of the insurance also covers

M) Hole In One

Up to €500:

- a) towards expenses **you** incur; or
- b) to a charity of **your** choice

in the event of a hole in one being achieved by **you** during an official golf competition provided that the certified scoreboard and certificate are submitted to **us** at the time of making a claim.

N) Fatal Injury

Following fatal injury to **you** caused by fire at the **premises** or assault elsewhere within the **Geographical Limits** provided that death ensues within 12 months of injury, **we** will pay:

- a) €50,000 for each insured person aged 16 years or over; and
- b) €5,000 for each person under 16 years at the time of their death.

O) Essential Alterations

Up to €25,000 in any one **period of insurance** towards essential alterations to the **home** if **you** sustain a **permanent physical injury** as a direct result of a sudden, identified, unexpected and unforeseen accident in the **Geographical Limits**.

P) Security Upgrade

Up to €10,000 during the **period of insurance** towards the cost of upgrading **your** alarm and security systems following a physical criminal assault on **you** at **your home**.

Q) Counselling Fees

Up to €5,000 during the **period of insurance** for professional counselling fees following a physical criminal assault on **you** at **your home**.

We will not pay

More than €500 during the **period of insurance**.

For fatal injury to **domestic employees**.

- a) For any cost unless **you** obtain **our** agreement first.
 - b) For **your domestic employees**;
 - c) If such **permanent physical injury** has been self-inflicted;
 - d) More than €25,000 in total if **you** claim under Sections One and Two.
-
- a) For any cost unless **you** obtain **our** agreement first.
 - b) Following any domestic dispute;
 - c) More than €10,000 in total if **you** claim under Sections One and Two.
-
- a) For any cost unless **you** obtain **our** agreement first.
 - b) Following any domestic dispute;
 - c) More than €5,000 in total if **you** claim under Sections One and Two.

Limits for certain contents

We will pay up to:

A) Outdoor Items

€25,000 or 10% of the **contents sum insured**, whichever is the greater, for garden furniture, permanently fixed statues and ornaments and other similar items which are normally kept outdoors.

B) Deeds and Registered Bonds

€10,000 in total for deeds, registered bonds and other personal documents.

C) Stamps and Coins

€5,000 in total for stamps or coins forming part of a collection, unless specified in **your schedule** where all items with an individual value of more than €25,000 must be specified in the **schedule** under Section Three.

D) Gold and Silver

€10,000 in total for **gold and silver** unless specified in **your schedule**, where all items with a value of more than €25,000 must be specified in the **schedule** under Section Three.

E) Valuables

€5,000 in total for **valuables** unless specified in **your schedule**, where all items with a value of more than €10,000 must be specified in the **schedule** under Section Three.

F) Antiques and Works of Art

€25,000 in total for **Antiques and Works of Art** unless specified in **your schedule**, where all items with a value of more than €25,000 must be specified in the **schedule** under Section Three.

G) Pedal Cycles

€5,000 in total for pedal cycles unless specified in **your schedule**.

H) Watercraft

€7,500 in total for manually operated rowing boats, punts, canoes, sailboards or dinghies, including their accessories.

Special conditions or exceptions

This limit does not apply to radio and television aerials, satellite dishes, their fittings and masts which are attached to **your home**.

Section Two – Contents (continued)

Limits for certain contents

We will pay up to:

I) Computer Software and Digital Media

€10,000 in total for the cost of replacing **your** computer software and personal digital media, including music and film, that **you** have previously legally downloaded to **your** computer or multimedia device (s) following loss or **damage** covered by this policy.

J) Domestic Machinery

€10,000 in total for domestic garden machinery and quad bikes used within the **premises**, golf buggies, non-motorised trailers and mobility aids.

K) Money

€5,000 in total for **money**.

L) Credit Cards

€25,000 in total for **credit cards**.

Special conditions or exceptions

Cover for loss or **damage** by theft, attempted theft and/or malicious **damage** applies only if these items are kept in a locked building when not in use.

We will only pay amounts **you** legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. **You** must comply with the terms and conditions under which the **credit cards** were issued.

Conditions that only apply to Section Two – Contents

How we deal with your claim

- 1) If **you** claim for **damage** to the **contents**, **we** will decide whether to repair, replace or pay for any item covered under Section Two.
- 2) **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**.
- 3) For total loss or destruction of any item **we** will pay **you** the cost of replacing the item as new, so long as:
 - a) the new item is as close as possible to, but not an improvement on, the original item when it was new; and
 - b) **you** have paid or **we** have authorised the cost of replacement.

Limitations that apply to Section Two - Contents

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions– **Excess** and **Excess Waiver** on page 33.
- 2) **We** will not pay more than the sums insured shown on **your schedule**.

Section Three - Valuables, Antiques and Works of Art, Gold and Silver

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

What is covered

This insurance covers the **Valuables, Antiques and Works of Art, Gold and Silver** for loss or **damage** while at **your home** and while they are temporarily away from **your home** anywhere in the world.

What is not covered

We will not pay for:

- a) loss or **damage** directly or indirectly caused by or arising from :
 - i. moth, **vermin**, wear and tear, infestation, corrosion, damp, wet or dry rot, mould, frost or anything which happens gradually;
 - ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;
 - iii. dryness, dampness, extremes of temperature or exposure to light;
 - iv. chewing, scratching tearing or fouling by **your** domestic pets;
 - v. dyeing, cleaning, repairing, renovating, restoration or being worked on; or
 - vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the **premises**.
- b) loss or **damage** caused by mechanical or electrical faults or breakdown.
- c) loss or **damage** to any item being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.
- d) more than €10,000 in respect of any one item of **valuables** unless otherwise stated in the **schedule**.
- e) more than €25,000 in respect of any one item of **antiques, works of art and gold and silver** unless otherwise stated in the **schedule**.
- f) loss or **damage** while the **buildings** are **unoccupied** unless the loss or **damage** is caused by:
 - i. fire, lightning, explosion or earthquake;
 - ii. aircraft and other flying devices or items dropped from them;
 - iii. storm, flood or weight of snow;
 - iv. collision by any vehicle or animal;
 - v. **subsidence, heave or landslip**

Section Three - Valuables, Antiques and Works of Art, Gold and Silver (continued)

This Section of the insurance also covers

A) New Acquisitions

We will cover new items **you** have bought but which **you** have not told **us** about yet.

B) Death of an Artist

We will automatically increase the **sum insured** of any item listed in the specification for **works of art** by up to 200% if the artist dies during the **period of insurance**. **We** will only do this for the 6 months immediately following the death of that artist.

C) Defective Title

If, during the **period of insurance**, someone claims that any item listed in the specification of **antiques and works of art** is not rightfully **yours** and **you** are legally obliged to return the item to its rightful owner because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it or the value shown in the specification if this is less.

We will not pay

- a) For loss or **damage** which **we** specifically exclude elsewhere under Section Three;
- b) More than 25% of the **sum insured** under this Section for **valuables, gold and silver** and **antiques and works of art**;
- c) After 60 days of purchase if **you** have not told **us** about buying the item.
 - a) More than €100,000 in total during any one **period of insurance**;
 - b) If **you** are unable to provide an independent, professional valuation or purchase receipt and proof of increased value which is less than 5 years old at the time of loss or **damage**.
- a) More than €100,000 in total during the **period of insurance**;
- b) Unless **you** prove that **you** made enquiries about where the item came from before **you** bought it;
- c) Unless **you** bought the item during the period that the **antiques and works of art** have been insured with **us**;
- d) Unless **you** told **us** about a claim during the **period of insurance**.

Conditions that only apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver

How we deal with your claim

1) Valuables

We will decide whether to repair, replace or pay for any item that is lost or damaged.

2) Antiques and works of art, gold and silver

In the event of partial loss or **damage**, **we** will pay all costs and expenses **you** have necessarily incurred, with **our** consent, in restoring the item(s) damaged plus any resulting depreciation in value, but not more than the **sum insured** for the damaged item(s).

In the event of total loss or destruction of **antiques and works of art, gold and silver**, **we** will pay the **sum insured** for such item(s) or their market value at the time of loss, whichever is less.

3) Antiques and works of art, gold and silver

If, following a claim, **you** can produce a professional valuation (not more than 5 years old) which has been approved by **us**, **we** will treat the **sum insured** as automatically agreed.

After arriving at a claims settlement, **we** will deduct any applicable **excess** before paying the claim.

Section Three - Valuables, Antiques and Works of Art, Gold and Silver (continued)

4) Loss buy-back provision

If **we** recover any of **your** items after **we** have paid a claim, **we** will write to **you** at **your** correspondence address shown in the **schedule** and if **you** wish **you** can buy it back from **us** within 60 days. **We** will charge:

- a) the amount **we** paid for **your** claim; or
 - b) the fair market value of the item at the time **we** recover it
- whichever is less.

Limitations that apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess** Waiver on page 33.
- 2) **We** will not pay more than the sums insured shown in **your schedule**.

Section Four – Accidents to Domestic Employees

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

What is covered

We will pay for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for bodily injury (including death or disease) by an accident happening during the **period of insurance** anywhere in the world to **your domestic employees** employed in connection with the **premises** shown in the **schedule**.

What is not covered

We will not pay for bodily injury caused directly or indirectly:

- a) by any motorised or horse-drawn vehicle other than;
 - i. domestic garden equipment whilst being used within the **premises**; and
 - ii. pedestrian-controlled garden equipment, electric wheelchairs or items designed for a child's use.
- b) from any communicable disease or condition.
- c) whilst the **domestic employee** is in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the **period of insurance**.
- d) **your** liability for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.

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

We will not pay more than €12,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed to in writing.

Section Five – Legal Liability to the Public

Part A

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

This Section applies in the following way:

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

What is covered

A) We will pay **you**:

- i) as owner or occupier for any amounts **you** become legally liable to pay as damages for;
 - a) bodily injury (including death or disease); or
 - b) **damage** to property;
caused by an accident happening at the **premises** during the **period of insurance**;

OR

- ii) as a private individual for any amounts **you** become legally liable to pay as damages for;
 - a) bodily injury (including death or disease); or
 - b) **damage** to property;
caused by an accident anywhere in the world during the **period of insurance**.

What is not covered

We will not pay for any liability:

- a) for bodily injury to;
 - i. **you**; or
 - ii. any person who at the time of sustaining such injury is engaged in **your** service;
- b) for bodily injury arising directly or indirectly from any communicable disease or condition;
- c) for **damage** to property owned by or in the charge or control of;
 - i. **you**; or
 - ii. any person engaged in **your** service;
- d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days during the **period of insurance**.
- e) arising directly or indirectly out of any profession, occupation, business or employment.
- f) which **you** have assumed under contract and which would not otherwise have attached.
- g) arising out of any criminal acts.
- h) arising out of **your** ownership, possession or use of:
 - i. any motorised vehicle other than quad bikes, golf buggies, domestic garden equipment, mobility scooters or wheelchairs, provided that **you**, or someone acting with **your** permission, are not using them on any public road where the Road Traffic Act or similar legislation says **you** must insure them;

Section Five – Legal Liability to the public (continued)

What is covered

What is not covered

- ii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes, sailboards or dinghies;
- iii. any animal other than cats, horses or dogs which are not designated as 'dangerous' under the Control of Dogs Act 1986 or similar legislation;
- iv. any power operated lift other than those designed for and used by the disabled or infirm and/or lifts that are the subject of an annual maintenance contract with a professional inspection company.
- i) for any kind of pollution and/or contamination other than;
 - i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises**; and
 - ii. reported to **us** not later than 30 days from the end of the **period of insurance**;

in which case all such pollution or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
- j) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.
- k) if **you** are entitled to payment under any other insurance, including but not limited to any house or travel insurance, until such insurance is exhausted.
- l) arising out of any goods or products designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by **you**; or
- m) for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.

This Section of the insurance also covers

Part B) Unrecovered Court Awards

We will pay for sums which **you** have been awarded during the **period of insurance** by a court in the **Geographical Limits** stated in Definitions on page 5 and which still remain outstanding 3 months after the award has been made provided that:

- I. Part A ii) of this Section would have paid **you** had the award been made against **you** rather than to **you**;
- II. there is no appeal pending; and
- III. **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment.

We will not pay

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

We will not pay

- a) in respect of pollution or contamination, more than €6,500,000 in all during the **period of insurance**.
- b) in respect of other liability covered under Section Five, more than €6,500,000 during the **period of insurance** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Important Information

Your Duties

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

Full value should represent the following:

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

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

You must notify **your broker**:

- As soon as reasonably possible if **you** become aware that information **you** have given **us** is inaccurate;
- within 14 days of **you** becoming aware of any changes in the information **you** have provided to **us** which happen before or during the **period of insurance**;
- at least 30 days before **you** start any work to extend, renovate, build or demolish any part of the **buildings**, or any work involving the use of heat, where the contract value is more than €50,000;
- if **you** make any changes that will downgrade the security or fire protections at **your home**;
- if **you** stop using **your home** as **your permanent home**; or
- if **you** regularly leave **your home unoccupied** or regularly leave the **home** unattended at night.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or of planned building works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with “How to cancel this insurance – Our right to cancel” on page 27.

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

Information you have given us

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

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

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

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

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

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

Important Information (continued)

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

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

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

- b) would have applied different terms:
we will apply those different terms from the date **we** discover the misrepresentation.
- c) would have charged a higher premium:
we will charge that additional premium calculated from the start of the policy.
- d) would have charged a higher premium and applied different terms:
 - i) **we** will charge an additional premium calculated from the start of the policy; and
 - ii) apply additional terms from the date **we** discover the misrepresentation.

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

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

How to make changes to this insurance

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

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

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

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

- a change of address;
- **your home** no longer being in a good state of repair;
- a change to the use of **your home**, including any business use;
- any works being carried out at **your home** with a contract value of more than €50,000;
- if **you** downgrade the security or fire protections at **your home**;
- if **you** stop using the **home** as **your** permanent **home**;
- if **you** regularly leave **your home unoccupied/unattended** at night.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance, require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with "How to cancel this insurance – Our right to cancel" on page 27.

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

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

Important Information (continued)

Renewal of this insurance

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

How to cancel this insurance

During the cooling off period

You may cancel this insurance within 14 days:

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

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

After the cooling off period

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

Our right to cancel

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

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Failure to comply with **your** duties under "Important Information – Your Duties" on page 25;
- Failure to inform **us** of changes to information provided by **you** on **your** proposal form/statement of fact; and
- Failure to implement changes that have been requested by **us**.

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

Important Information (continued)

How to make a claim

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

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

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

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

Your duties:

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

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

Defending claims

We may:

- a) take full responsibility for dealing with, defending or settling any claim in **your** name; and
- b) take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Please note there are also claims conditions that apply to individual Sections of the policy, as detailed below:

- Conditions that only apply to Section One – Buildings on page 11
- Conditions that only apply to Section Two – Contents on page 17
- Conditions that only apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver on page 19
- Condition that only applies to Section Four – Accidents to Domestic Employees on page 21

Fraudulent claims

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

- a) refuse to pay the claim;
- b) seek to recover any costs already incurred by **us** relating to the fraudulent claim;
- c) have the option to cancel the policy from the date of the fraudulent act; and
- d) keep any premium paid to **us**.

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

Claims Condition

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

Important Information (continued)

Complaints

How to make a complaint

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

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

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

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

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

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

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

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

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

Choice of Law and Jurisdiction

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

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

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

Tax

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

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

DATA PROTECTION NOTICE

Who we are

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

What personal information we process about you

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

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

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

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

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

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

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

Who we are sharing your personal data with

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

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

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

Important Information (continued)

How long we keep your data

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

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

Other people's details you provide to us

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

Complaints, contacting us and the regulator, and your rights

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

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

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

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

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

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

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

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

Consent

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

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

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

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

Important Information (continued)

Contact details of the Data Protection Officer

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

Data Protection Officer

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

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Important Information (continued)

Language

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

Sanction

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

Service of Suit

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

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

Our Regulator

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

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

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

A. Building Works

We will not pay for loss, **damage** or liability caused by building works over €50,000 in value that take place at **your home**, unless **you** notify **us** at least 30 days before the building works begin.

If **you** enter into an agreement with a contractor which needs specific or joint insurance, regardless of the cost of the building works, **you** must tell us at least 30 days before the building works begin.

Failure to notify **us** may result in any claim **you** make in relation to loss, **damage** or liability caused by the building works not being covered.

B. Biological, chemical, radioactive or nuclear contamination

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

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

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

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

C. Electronic data

We will not pay for:

- i. loss of or **damage** to any property, information or digital data, or additional expense arising from; or
- ii. any legal liability directly or indirectly caused by or contributed to, by or arising from;
 - a) **computer viruses**, hacking, computer error or malfunction;
 - b) distortion, alteration, erasure or corruption of electronic or digital data; or
 - c) the failure of any equipment to correctly recognise the date or change of date.

D. Existing, deliberate and indirect damage

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

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

E. War

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

F. Pollution

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

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

A. Building Works

You must tell **your broker** at least 30 days before **you** start any building work over €50,000 in value. When **we** receive this notice **we** have the option to change the conditions of this insurance.

If **you** enter into an agreement with a contractor which needs specific or joint insurance, regardless of the cost of the building works, **you** must tell us at least 30 days before the building works begin.

Failure to notify **us** may result in any claim **you** make in relation to loss, **damage** or liability caused by the building works not being covered.

B. Policy Coverage

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

C. Other insurance

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

This clause does not apply to Section Two N Fatal Injury on page 15.

D. Excess

Unless otherwise stated on **your schedule**, the following **excesses** apply for each and every loss.

<u>Section</u>	<u>Applicable excess</u>
Section One – Buildings	€1,500 in respect of subsidence, landslip or heave ; Nil in respect of lock replacement; €350 in respect of all other claims.
Section Two – Contents	Nil in respect of lock replacement, fatal injury, hole in one cover or freezer contents; €350 in respect of all other claims.
Section Three – Valuables, Antiques and Works of Art, Gold and Silver	€350
Section Four – Accidents to Domestic Employees	Nil
Section Five – Legal Liability to the Public	Nil

E. Excess Waiver

If a claim is more than €10,000, **we** will not take off any **excess** unless **you** have chosen a voluntary **excess** or **we** have applied a compulsory **excess** as shown in **your schedule**. If **you** claim for the same event under more than one Section, **we** will only deduct one **excess** and this will be the highest applicable **excess**.