



## HOMESHIELD POLICY - GOLD COVER (Underwritten by Zurich Insurance plc)

### The Contract of Insurance

This Policy which has been arranged by Arachas Corporate Brokers Limited trading as Arachas, Capital Insurance Markets, Capital IM, Covercentre, Study & Protect, BJP Taxi, ProEx Underwriting, is a contract between you and us. We will insure you under those sections shown in the schedule during any period of insurance for which we have accepted your premium provided all the terms and conditions of the Policy are kept. Under the relevant European and Irish Legal provisions, the parties to this contract of insurance, are free to choose the law applicable to the contract. We propose that this contract is governed by Irish Law.

Your Home Insurance contract consists of three documents, as listed below. These documents should be read as if they are one document. Please read them carefully and keep them in a safe place. If they do not meet your requirements or if you have any queries regarding the cover or terms and conditions, please contact Cover Centre or us.

#### [The policy booklet](#)

This booklet which details the extent of cover for each of the sections chosen by you and the policy conditions and exceptions.

We would draw your attention specifically to the 'What is not insured' and the 'Policy Exceptions' sections of the Policy which set out what is not covered, and also the Retention Amount section in the Buildings Section (Section A) of the Policy.

#### [The schedule](#)

Which includes details of the risk address, operative sections and clauses, the sums insured and the period of insurance.

#### [The statement of facts](#)

The Statement of Facts is a precise record of the information which you or anyone on your behalf provided to us about your risk. We have relied upon the information in the statement of facts when deciding whether to accept this insurance, what terms to apply to it and the premium to charge.

#### [Making a Claim](#)

##### [What you should do](#)

First, check your insurance Policy to see if the incident that has occurred is covered by your Policy. If it is, then please dial 0818 208 408. We will take details of your claim and can arrange for a contractor to call out to your home and deal with the damage that has occurred. We will also find out what items have been damaged or stolen and take steps to organise replacements for some of them from our approved suppliers. To access information regarding an existing claim, simply dial 0818 208 408 (24 hours, 365 days a year).

##### [Claims Notification Period](#)

Please note that unless otherwise stated in this Policy all claims must be notified to Zurich at the latest within 30 days of their occurrence of the relevant event or cause (as the case may be) giving rise to the claim.

However, please refer to the Policy Conditions section of this document and familiarise yourself with your specific obligations when notifying a claim, as failure to comply could result in your claim being refused, where we are prejudiced

For and on behalf of Zurich Insurance plc ('Zurich').

Registered Office: Zurich Insurance Plc, Zurich House, Frascati Road, Blackrock, Co.Dublin [A94 X9Y3], Ireland



### Meaning of Words

Certain words in the Policy have special meanings given below. To help **you** identify these words in the Policy **we** have printed them in bold throughout.

**Bodily injury** - Death, injury, illness or disease.

**Buildings** - The **home**, landlord's fixtures and fittings on or in the **home**, walls, gates, fences, hedges terraces, patios, drives, paths, tennis hard courts and swimming pools, all at the situation of the **premises** shown in the schedule.

**Contents - Household** goods, personal belongings (including **valuable property**), collections of stamps, coins or medals up to €1,000, tenant's fixtures and fittings (including interior decorations), radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €1,000) on or in the **home**, all belonging to or the legal responsibility of **you** or a member of your **household**.

Unless otherwise stated on the schedule the maximum cover in respect of **contents** of garages or domestic outbuildings is €3,000 in any one period of insurance.

The following property is not included as **contents**:

- Motor vehicles including any mechanically propelled vehicles which includes e-scooters and e-bikes (other than mechanically propelled lawnmowers used for domestic purposes), caravans, trailers, aircraft, watercraft (other than rubber dinghies, canoes, sail boards and surf boards), hovercraft, or parts or accessories normally on or in any of them.
- Landlord's fixtures and fittings.
- Any living creature.
- Property owned or held in trust in connection with any business, profession or trade.
- Deeds, bonds, bills of exchange, securities, documents, manuscripts, or **money** of any kind.
- Property more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses or reduces the claim, or the sum insured is inadequate on a specified item.

**Credit cards** - Credit, cheque, bankers or cash dispensing cards.

**Family** - Your relatives (including your partner and all children) who normally live in the **home**.

**Flood (a)** the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam  
**(b)** inundation from the sea  
whether resulting from storm or otherwise.

**Fungi** - any type of fungus including but not limited to all forms of mould or mildew and any mycotoxins spores scents vapours gas or substance including any by-products produced or released by fungi.

**Geographical limits** - The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.

**Ground heave** - The upwards expansion of the ground resulting in damage to the building foundations.

**Home** - The private dwelling, garage and outbuildings used for domestic purposes only, all at the situation of the **premises** shown in the schedule.

**Household** - Your **family** and domestic staff permanently living in the **home**.

**Money** - Cash, cheques, postal orders, bankers drafts, travel tickets, savings stamps and certificates, premium bonds, current postage stamps, gift tokens, luncheon vouchers, trading stamps and telephone call cards all held for social or domestic purposes.

**Paying Guests** – guests paying for short term accommodation and/or tenants, co-tenants or lodgers residing with you

**Excess** - The monetary amount of any claim which is not insured. There are four types of **excess** namely a Policy **Excess**, a Water Damage **Excess**, a Subsidence **Excess** and an All Risks **Excess** and these are clearly shown on the schedule. The applicable **excess** for each cover is stated in the Policy

**Premises** - The Insured Property shown on the schedule comprising of the **buildings** and the land within the boundaries belonging to them not exceeding two acres in area

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

**Subsidence** - The downward movement within the ground independent of the building load.

**Unfurnished** - Without sufficient furniture and furnishings for normal living purposes. A property will be deemed **unfurnished** if either the water or electricity supply is disconnected or never was connected.

**Unoccupied** - Not permanently lived in by **you** or by a person authorised by **you**.

**Valuable property** - Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, paintings, works of art, curios, antiques, furs, musical instruments, radios, televisions, other audio or video equipment and computer equipment. Unless otherwise stated on the schedule the most **we** will pay is one third of the sum insured for **contents**, but not more than €5,000 for any one article, set or collection.

**We or us** - Zurich Insurance plc.

**You** - The person or people shown in the schedule as the Insured.

## Section A – Buildings and Contents

Unless otherwise stated the Policy **Excess** shown in the schedule applies to all claims under this section.

Other than 'What is not insured', the **buildings** and **contents** are insured for the amounts shown in the schedule against loss or damage caused by the events in paragraphs 1 – 11 and paragraph 12 if the cover is shown as included on the schedule.

WHAT IS INSURED	WHAT IS NOT INSURED
1. Fire, smoke, lightning, explosion or earthquake.	Smoke damage caused by: <ul style="list-style-type: none"> <li>• agricultural or industrial operations, any gradually operating cause, or smog.</li> </ul>
2. Storm or flood.	Loss or damage: <ul style="list-style-type: none"> <li>• caused by frost, <b>subsidence, ground heave</b> or landslip,</li> <li>• to gates, fences or hedges,</li> <li>• due to wear and tear or gradual deterioration.</li> <li>• to roofs constructed with torch-on, mineral or other felt exceeding 10 years of age,</li> </ul> <p><b>We will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the buildings.</b></p>
3. <b>Subsidence</b> or <b>ground heave</b> of the site on which the <b>buildings</b> stand or landslip.	Loss or damage in respect of apartment blocks (purpose built or converted). Loss or Damage: <ul style="list-style-type: none"> <li>• caused by <b>settlement</b> due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials,</li> <li>• caused by building on made-up ground or filled-in land, or caused by tunnelling work</li> <li>• to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts or swimming pools unless liability is admitted under the policy for loss or damage to the <b>home</b> from the same cause occurring at the same time,</li> <li>• to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause,</li> <li>• to <b>contents</b> unless the <b>home</b> is damaged at the same time by the same cause</li> <li>• associated with such causes arising prior to inception of this policy.</li> </ul> <p>Loss or damage if any part of the <b>buildings</b> suffered previous loss or damage by <b>subsidence, ground heave</b> or landslip unless same has been disclosed to and accepted by <b>us</b>.</p> <p>The <b>Subsidence Excess</b> shown on the schedule applies to this cover.</p>
4. Stealing or attempted stealing.	Loss or damage: <ul style="list-style-type: none"> <li>• while any part of the <b>home</b> is lent, let or sub-let, unless entry to or exit from the <b>home</b> is made using violence and force,</li> <li>• caused by a member of the <b>household</b> other than domestic staff.</li> <li>• caused after the <b>home</b> is left <b>unoccupied</b> for more than 30 consecutive days,</li> <li>• while the <b>home</b> is <b>unfurnished</b>.</li> </ul>
5. Riot, civil, labour or political disturbance.	
6. Vandals or malicious people.	Loss or damage caused: <ul style="list-style-type: none"> <li>• by someone lawfully on the <b>premises</b>,</li> <li>• by any modifications to the <b>premises</b>,</li> <li>• after the <b>home</b> is left <b>unoccupied</b> for more than 30 consecutive days.</li> <li>• while the <b>home</b> is <b>unfurnished</b>.</li> </ul>
7. Escape of water from or the bursting of any fixed domestic water or heating installation. <b>We</b> will also pay for the escape of water from any washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.	Loss or damage: <ul style="list-style-type: none"> <li>• caused after the <b>home</b> is left <b>unoccupied</b> for more than 30 consecutive days.</li> <li>• while the <b>home</b> is <b>unfurnished</b>.</li> <li>• to any fixed domestic water or heating installation due to wear and tear, rust, or gradual deterioration.</li> <li>• to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units.</li> </ul> <p>Loss or damage from <b>subsidence, ground heave</b> or landslip that results from escape of water</p> <p>The Water Damage <b>Excess</b> shown on the schedule applies to this cover.</p>
8. Escape of oil from any fixed domestic heating installation.	Loss or damage: <ul style="list-style-type: none"> <li>• caused after the <b>home</b> is left <b>unoccupied</b> for more than 30 consecutive days.</li> <li>• while the <b>home</b> is <b>unfurnished</b>.</li> <li>• to any fixed domestic heating installation due to wear and tear, rust, or gradual deterioration.</li> </ul>
9. Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Loss or damage caused by your pets.

WHAT IS INSURED	WHAT IS NOT INSURED
<p>10. Falling trees or branches.</p> <p>11. Falling aerials, aerial fittings or masts</p>	<ul style="list-style-type: none"> <li>Loss or damage to gates, fences or hedges.</li> <li>Damage caused by felling or lopping of trees.</li> <li><b>We will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the buildings.</b></li> </ul>
<p>12. Accidental Damage. <b>(but only if this cover is shown as Included on the Schedule)</b></p> <p>The <b>buildings</b> are insured against any accidental damage in addition to the events under paragraphs 1 to 11 of this section.</p> <p>The <b>contents</b> are insured while in the <b>home</b> against any accidental damage in addition to the events under paragraphs 1 to 11 of this section.</p>	<p><b>Contents lost in the home.</b></p> <p>Unexplained damage</p> <p>Damage to clothing (including furs), hearing aids, contact lenses, <b>money</b>, stamps, coins or medals, food or drink.</p> <p>Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles while being handled or actively used.</p> <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"> <li>wear and tear or gradual deterioration, gradually operating causes,</li> <li>misuse or breakdown</li> <li>insects, parasites or vermin,</li> <li>corrosion, fungus, mildew or rot,</li> <li>atmospheric or climatic conditions, frost or the action of light,</li> <li>alteration, repair, maintenance, restoration, dismantling, renovation, decoration or breakdown,</li> <li>chewing, scratching, tearing or fouling by domestic pets belonging to <b>you</b> or a member of your <b>household</b>,</li> <li>computer viruses,</li> <li>any process of cleaning, drying, dyeing, heating or washing,</li> <li>faulty design or workmanship or the use of faulty materials,</li> <li>demolition, structural alteration or structural repair of the <b>buildings</b>.</li> </ul> <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section.</p> <p>Damage to any part of the <b>home</b> which is lent, let or sub-let or accommodating paying guests.</p>
<p>13. Fire brigade charges.</p> <p>Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the <b>buildings</b> or <b>contents</b> in circumstances which have given rise to a valid claim under this policy.</p> <p>The most <b>we</b> will pay is €1,500.</p>	
<p>14. Rent and Alternative Accommodation.</p> <p>If the <b>home</b> is made uninhabitable by damage from any cause insured by this section, <b>we</b> will pay for:</p> <p>If <b>you</b> have <b>buildings cover</b></p> <ul style="list-style-type: none"> <li>rent <b>you</b> would have received (provided you have notified us and the policy has been extended to cover this use)</li> <li>the reasonable extra cost of comparable alternative accommodation if <b>you</b> occupy the <b>home</b></li> </ul> <p>If <b>you</b> have <b>contents cover</b>:</p> <ul style="list-style-type: none"> <li>rent which continues to be payable by <b>you</b>,</li> <li>the reasonable extra cost of comparable alternative accommodation if <b>you</b> occupy the <b>home</b>,</li> <li>the reasonable cost of temporary storage of furniture,</li> <li>the reasonable extra cost of temporary accommodation for domestic pets,</li> </ul> <p>but only during the period necessary to reinstate the <b>home</b> to a habitable condition. The work of reinstatement or repair must be done without delay.</p> <p>The most <b>we</b> will pay under this paragraph is 20% of the sum insured for <b>buildings</b> or <b>contents</b> as applicable.</p>	
<p><b>PROVIDED BUILDINGS ARE SHOWN AS INSURED ON THE SCHEDULE PARAGRAPHS 15 - 19 ALSO APPLY</b></p>	
<p>15. Breakage of fixed glass and sanitary ware</p> <p>Accidental breakage of fixed glass in windows, doors or roofs or fixed sanitary ware in the <b>home</b>.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>after the <b>home</b> is left <b>unoccupied</b> for more than 30 consecutive days.</li> <li>while the <b>home</b> is <b>unfurnished</b>.</li> <li>by vandals or malicious people lawfully on the <b>premises</b>.</li> </ul>
<p>16. Service pipes and cables.</p> <p>Accidental damage to cables, underground pipes or underground tanks servicing the <b>home</b>.</p>	<ul style="list-style-type: none"> <li>Loss or damage due to wear and tear, rust or gradual deterioration.</li> </ul> <p>Loss or damage to <b>buildings</b> or <b>contents</b>.</p>

The most <b>we</b> will pay is €1,000	
<b>WHAT IS INSURED</b>	<b>WHAT IS NOT INSURED</b>
<p>17. Blockage of sewer pipes.</p> <p>The cost of breaking into and repairing the pipe between the main sewer and the <b>home</b> following the blockage of the pipe.</p> <p>The most <b>we</b> will pay is €1,000</p>	
<p>18. Liability to the public as owner of the <b>premises</b>.</p> <p>Any amounts which <b>you</b>, as owner of the <b>premises</b>, become legally liable to pay as compensation for an accident occurring during the period of insurance which causes <b>bodily injury</b> to a person or accidental loss of or damage to property.</p> <p>The most <b>we</b> will pay for any one claim or number of claims arising from one cause is €3,000,000 (This includes all costs agreed by <b>us</b> in writing).</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• an agreement which imposes a liability which <b>you</b> would not otherwise have been under,</li> <li>• the occupation of the <b>premises</b>,</li> <li>• any wilful, malicious, deliberate or reckless act committed by anybody living in the <b>home</b>,</li> <li>• any business, profession or trade.</li> </ul> <p>Liability for:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to a member of your <b>household</b> or any other person permanently residing with <b>you</b>,</li> <li>• <b>bodily injury</b> to a person under a contract of service or apprenticeship with <b>you</b> or a member of your <b>family</b>,</li> <li>• loss of or damage to property owned or held in trust by or in the custody or control of <b>you</b> or a member of your <b>household</b> or any other person permanently residing with <b>you</b>.</li> </ul>
<p>19. Trace and Access.</p> <p><b>We</b> will pay up to €1,000 to remove or replace any part of the <b>buildings</b> necessary to repair any fixed domestic water or heating installation where water or oil has escaped.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• to the item from which the escape occurred.</li> <li>• caused after the <b>home</b> is left <b>unoccupied</b> for more than 30 consecutive days</li> <li>• while the <b>home</b> is <b>unfurnished</b>.</li> </ul>
<b>PROVIDED CONTENTS ARE SHOWN AS INSURED ON THE SCHEDULE PARAGRAPHS 20 - 35 ALSO APPLY</b>	
<p>20. Accidental breakage while in the <b>home</b> of mirrors, plate glass tops to furniture, fixed glass in furniture or ceramic hobs.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• after the <b>home</b> is left <b>unoccupied</b> for more than 30 consecutive days.</li> <li>• while the <b>home</b> is <b>unfurnished</b>.</li> <li>• by vandals or malicious people lawfully on the <b>premises</b></li> </ul>
<p>21. Audio, TV and video equipment.</p> <p>Accidental damage while in the <b>home</b> to radios, televisions, (including satellite decoding equipment) other audio or video equipment and computer equipment.</p>	<p>Damage:</p> <ul style="list-style-type: none"> <li>• to records, audio, video or computer discs, tapes or cassettes,</li> <li>• to telephones or telephone equipment,</li> </ul> <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 12 of this section.</p>
<p>22. Liability to the public.</p> <p>Any amounts which <b>you</b> or a member of your <b>household</b>:</p> <ul style="list-style-type: none"> <li>• as occupier of the <b>premises</b> or any other building, boat or caravan used as temporary holiday accommodation,</li> <li>• as a private individual anywhere in the Republic of Ireland, Great Britain, the Isle of Man, the Channel Islands or Northern Ireland or elsewhere for 30 days,</li> </ul> <p>becomes legally liable to pay as compensation for an accident occurring during the period of insurance which causes <b>bodily injury</b> to any person or loss of or damage to property.</p> <p>The most <b>we</b> will pay for any one claim or number of claims arising from one cause is €3,000,000 (This includes all costs agreed by <b>us</b> in writing).</p> <p>The most <b>we</b> will pay under this paragraph and paragraph 18 combined for any one claim or number of claims arising from one cause is €3,000,000 (This includes all costs agreed by <b>us</b> in writing).</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• an agreement which imposes a liability which <b>you</b> or a member of your <b>household</b> would not otherwise have been under,</li> <li>• ownership of any land or building,</li> <li>• any business, profession or trade,</li> <li>• racing, hunting or playing polo,</li> <li>• any wilful, malicious, deliberate or reckless act committed by anybody living in the <b>home</b>.</li> <li>• the transmission of Human Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused,</li> <li>• the transmission of any communicable disease, by <b>you</b> or a member of your <b>household</b>.</li> </ul> <p>Liability arising directly or indirectly from the ownership or use of:</p> <ul style="list-style-type: none"> <li>• aircraft (except toys and models),</li> <li>• mechanically propelled vehicles including e-bikes and e-scooters (except domestic garden implements used within the boundary of the <b>premises</b>, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control)</li> <li>• any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act,</li> <li>• watercraft (except toys and models), sailboards or hovercraft,</li> <li>• firearms (except shotguns or airguns used for sporting activities),</li> <li>• animals (except horses and pets which are normally domesticated in the Republic of Ireland)</li> </ul> <p>Liability arising directly or indirectly from the ownership, possession, use or control of:</p> <ul style="list-style-type: none"> <li>• dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations,</li> <li>• horses is not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 or amendments thereto.</li> </ul> <p>Liability for:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to a member of your <b>household</b> or any other person permanently residing with <b>you</b>, or to a person under a contract of service or apprenticeship with <b>you</b> or a member of your <b>family</b>,</li> </ul>

- loss or damage to property owned or held in trust by or in the custody or control of **you** or a member of your **household** or any other person permanently residing with **you**

WHAT IS INSURED	WHAT IS NOT INSURED
<p><b>23. Liability to domestic employees.</b> Any amounts which <b>you</b> or a member of your <b>family</b> become legally liable to pay as damages for <b>bodily injury</b> to your domestic employees (including chauffeurs, grooms, gardeners and temporary and occasional employees or any person carrying out repairs or decorations) directly employed by <b>you</b> or by a member of your <b>family</b> in connection with your <b>premises</b> or any temporary residence within the Republic of Ireland. The most <b>we</b> will pay for any one claim or number of claims arising from one cause is €3,000,000. (This includes all costs agreed by <b>us</b> in writing). Where <b>we</b> agree to indemnify more than one party then nothing in this policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.</p>	<p>Liability for:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to any person employed by <b>you</b> or a member of your <b>family</b> for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act,</li> <li>• <b>bodily injury</b> to any member of your <b>family</b> or any other person (other than domestic employees) permanently residing with <b>you</b>.</li> <li>• <b>bodily injury</b> to any person in the course of their duties, where employed by <b>you</b> or a member of <b>your family</b>, for the purposes of providing care unless advised to <b>us</b> and confirmed in writing by <b>us</b>.</li> </ul>
<p><b>24. Tenant's liability.</b> Your legal liability as tenant for loss or damage to the <b>buildings</b> caused by an event in paragraphs 1 to 12 of this section. The most <b>we</b> will pay is 10% of the <b>contents</b> sum insured.</p>	<p>Any loss or damage or amount shown as not insured under paragraphs 1 to 12 of this Section</p>
<p><b>25. Personal money.</b> Accidental loss of or accidental damage to <b>money</b> belonging to <b>you</b> or a member of your <b>family</b>, anywhere in the world. The most <b>we</b> will pay is €1,000.</p>	<p>Loss of <b>money</b> from the <b>home</b> while any part of the <b>home</b> is lent, let or sub-let, unless entry to or exit from the <b>home</b> is made using violence and force. Stealing of <b>money</b> from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit is made using violence and force. Shortages caused by error or omission. Depreciation in value. Losses not reported to the police within 24 hours of discovery. Confiscation or detention by customs or other officials.</p>
<p><b>26. Credit cards.</b> Financial loss arising from unauthorised use following loss or theft of <b>credit cards</b> belonging to <b>you</b> or a member of your <b>family</b>. The most <b>we</b> will pay is €1,000.</p>	<p>Unauthorised use by a member of your <b>household</b>. Liability following breach of the terms and conditions of use. Confiscation or detention by customs or other officials.</p>
<p><b>27. Freezer contents.</b> Deterioration of food or drink caused by:</p> <ul style="list-style-type: none"> <li>• a change in temperature of the freezer or refrigerator in the <b>home</b>,</li> <li>• contamination by accidental escape of refrigerant or refrigerant fumes.</li> </ul> <p><b>We</b> will pay for the cost of replacing food and drink unfit for human consumption. The most <b>we</b> will pay is €1,000</p>	<p>Deterioration resulting from the deliberate act of the supply authority. Any consequence of strikes, labour or political disturbances.</p>
<p><b>28. Contents in the open.</b> The <b>contents</b> are insured while in the open within the boundaries of the land belonging to the <b>home</b> against loss or damage caused by events in paragraph 1 and paragraphs 3 to 11 of this section. The most <b>we</b> will pay is €1,000.</p>	<p>Any loss, damage or amount shown as not insured under paragraph 1 and paragraphs 3 to 11 of this section. Plants and trees. Loss or damage due to wear and tear, rust or gradual deterioration.</p>
<p><b>29. Contents temporarily removed.</b> The <b>contents</b> are insured within the <b>geographical limits</b> while temporarily removed from the <b>premises</b> against loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• the events insured in paragraphs 1 to 3 and 5 to 11 of this section,</li> <li>• stealing or attempted stealing from: <ul style="list-style-type: none"> <li>– a bank or safe deposit or in transit directly to or from a bank or safe deposit while in the custody or control of <b>you</b> or a member of your <b>household</b>,</li> <li>– within an occupied building, boat or caravan used for residential purposes or a building where <b>you</b> or a member of your <b>family</b> are employed, engaged in your/their business or temporarily living,</li> <li>– any other building provided entry to or exit from the building is made using violence and force.</li> </ul> </li> </ul> <p>The most <b>we</b> will pay is 15% of the <b>contents</b> sum insured</p>	<p>Loss or damage caused by storm, flood or falling trees or branches while the <b>contents</b> are in transit or in the open. Property removed for sale or exhibition or to a furniture depository. Stealing of <b>money</b>. Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section. Any amount in excess of €1,000 in respect of property belonging to any member of your <b>household</b> while living away from home or attending college or university</p>
<p><b>30. Accidental loss of oil or metered water.</b> - Loss of oil from a domestic heating installation or</p>	<p>Loss or damage due to wear and tear, rust or gradual deterioration of any water or oil apparatus or installation.</p>

- Loss of metered water following accidental damage to the domestic water or heating installation.	
<b>WHAT IS INSURED</b>	<b>WHAT IS NOT INSURED</b>
<p><b>31.</b> Replacement of locks. The cost of replacing and fitting outside door locks to the <b>home</b> if the keys of such locks are stolen. The most <b>we</b> will pay is €1,000.</p>	
<p><b>32. Household removal.</b> Accidental loss of or accidental damage to the <b>contents</b> while they are:</p> <ul style="list-style-type: none"> <li>• being moved by professional furniture removers to your new <b>home</b> within the <b>geographical limits</b>,</li> <li>• in temporary storage, for up to 7 days in a furniture depository.</li> </ul>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• if you have arranged other insurance,</li> <li>• not reported to us within 7 days of delivery to the new home.</li> </ul> <p>Cracking, scratching or breakage of china, glass or similar brittle articles, unless packed by professional packers.</p> <p><b>Money</b>, gold or silver articles, jewellery or furs.</p>
<p><b>33.</b> Title deeds. The cost of preparing new title deeds to the <b>premises</b> if they are lost or damaged by a cause insured under the events in paragraphs 1 to 11 of this section while in the <b>home</b> or while kept in your bank for safe-keeping. The most <b>we</b> will pay is €1,000.</p>	Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section.
<p><b>34.</b> Fatal Accidents. Fatal injury to <b>you</b> and/or your spouse or partner as a direct result of:</p> <ul style="list-style-type: none"> <li>• fire, accident or assault, in the <b>premises</b>,</li> <li>• an accident while travelling within the <b>geographical limits</b> as a fare-paying passenger in any road or rail vehicle,</li> <li>• assault in the street within the <b>geographical limits</b>, provided death follows within 12 months of the injury.</li> </ul> <p>The maximum amount payable by <b>us</b> is €5,000 in respect of any one incident.</p>	
<p><b>35.</b> Christmas gifts &amp; Wedding gifts The <b>contents</b> sum insured is automatically increased by 10%</p> <ul style="list-style-type: none"> <li>• for the month of December only to insure gifts and extra food and drink bought for Christmas.</li> <li>• for one month before and one month after the wedding of you or a member of your <b>family</b> to insure wedding gifts.</li> </ul>	Losses that can be recovered under another insurance.

## Settling claims

### Buildings and Contents

**We** will automatically reinstate the sum insured from the date of payment of any claim unless **we** give **you** written notice to the contrary before payment.

In addition to any other action we may take **we** reserve the right to proportionately reduce the amount payable on a claim if **you** received a premium reduction as a result of providing inaccurate information.

#### Buildings

**We** will pay the full cost of repair or reinstatement as new of the damaged part of the **buildings** provided that the work is done without delay or at our option **we** will arrange for the work to be carried out. However, **we** will deduct an amount for wear and tear if the **buildings** are in a poor state of repair or decoration.

- If it is necessary to make a deduction for wear and tear, then for the purposes of determining whether or not there is underinsurance, the cost of rebuilding as new all the buildings covered by this policy less the deduction for wear and tear will be compared with your actual sum insured.
- **We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

If repair or reinstatement is not carried out (at the request of the insured, which request must be explained and reasonable) **we** will pay the reduction in market value resulting from the loss or damage, but only up to what it would have cost to rebuild or repair if such work had been carried out without delay.

The most **we** will pay under paragraphs 1 to 12 and 'Additional Costs' below is the **Buildings** sum insured.

#### Additional costs

**We** will pay the necessary and reasonable expenses that **you** incur in reinstating the **buildings** following loss or damage insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others,
- the cost of clearing the site and making it and the **home** safe,
- the cost of complying with any government or local authority requirement following loss or damage unless **you** were given notice of the requirement before the loss or damage occurred. Where **you** were not notified of any government or local authority requirements prior to the loss or damage occurring and such requirements increase the rebuilding as new cost, this increased cost will be disregarded for the purposes of determining whether or not the **buildings** are underinsured.

**We will not pay:**

- fees for preparing a claim under this section,
- costs in respect of undamaged parts of the **buildings** (except the foundations of the damaged parts).

#### Retention Amount

Our priority is to provide financial support to customers throughout the claim process to ensure any repair/reinstatement work is completed as quickly as possible. Where **we** opt to pay the costs of repair or reinstatement as above, **we** may:

- (a) release a proportion of the estimated cost of repair or reinstatement prior to completion of the work;
- (b) pay the balance (otherwise known as the "retained amount") to **you** on completion of the work and on receipt of appropriate documentation validating the costs incurred by **you** for the repair or reinstatement work (including VAT invoices).

The retained amount will not exceed:

- (i) 5 per cent of the claim settlement amount in a case in which the claim settlement amount is less than €40,000; or
- (ii) 10 per cent of the claim settlement amount in a case in which the claim settlement amount is €40,000 or more.

#### Mortgagees clause

The interest of the mortgagee shall not be prejudiced by any act or neglect by **you**, your **household** or any tenant that increases the danger of damage without the authority or knowledge of the mortgagee, provided that the mortgagee as soon as reasonably possible after becoming aware of the danger, shall give notice to **us** and pay an additional premium if required.

#### More than one home

When more than one **home** is insured the terms and conditions of the policy shall apply as if each is separately insured.

#### Selling your home

If **you** are selling your **home** **we** will insure the buyer up to the date the contract is completed unless he/she has arranged his/her own insurance. The buyer must keep to the terms and conditions of the policy.

#### Contents

**We** will pay the full cost of replacement as new or repair of the **contents** lost or damaged or at our option **we** will replace the **contents** or arrange for the repair work to be carried out. However, **we** will deduct an amount for wear and tear:

- for clothing, furs and linen,
  - for floor coverings more than 5 years old,
- If it is necessary to make a deduction for wear and tear, for the purposes of determining whether or not there is underinsurance, the cost of replacement as new of all the **contents** covered by this policy less the deduction for wear and tear will be compared with your actual sum insured.

- **We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched

- The most **we** will pay under paragraphs 1 to 12 is the **contents** sum insured, subject to the condition of average, but see the limitations in the Meaning of Words with regard to collections of stamps, coins or medals, satellite dishes, receivers and ancillary equipment and **valuable property**.

- Where the damaged or lost item can be repaired or replaced with an item of similar quality, **we** may at our option either arrange or authorise replacement. If an exact replacement is not available, **we** may either arrange or authorise replacement with an item of similar quality.

Where the replacement or repair of any item results in an increase in the value of that item **we** may make a deduction in respect of Betterment.

- If **you** do not replace (for a reason that is explained and reasonable) an article which is lost, or damaged beyond economical repair, **we** will pay the resale market value only.

**We** will not pay:

- fees incurred by **you** for preparing a claim under this section

## Section B – All Risks

Unless otherwise stated the All Risks **Excess** shown in the schedule applies to all claims under this section

WHAT IS INSURED	WHAT IS NOT INSURED
<p>The property all belonging to or the legal responsibility of <b>you</b> or a member of your <b>household</b> and listed under any Item number in this section is insured against accidental loss or damage anywhere in the <b>geographical limits</b> and elsewhere for 60 days in any one period of insurance if the schedule shows that <b>you</b> have selected this section.</p> <p><b>Item 1 – Unspecified Personal Possessions</b></p> <p>Unspecified personal possessions, meaning jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, musical instruments, and other personal possessions normally worn or carried on the person and unspecified clothing <b>but excluding</b> mobile/smart phones, laptop/tablet computers, personal organisers and similar equipment</p> <p>The most <b>we</b> will pay for any one article, set or collection is 33<sup>1/3</sup>% of the sum insured by this Item or €1,500 whichever is the less.</p> <p><b>Item 2 – Specified Items</b></p> <p>Specified items listed in the schedule.</p> <p>The most <b>we</b> will pay is the sum insured for the individual items.</p>	<p>Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Breakage of strings, reeds or drum heads on musical instruments.</p> <p>Loss or damage to:</p> <ul style="list-style-type: none"><li>Musical instruments and photographic equipment sports equipment or pedal cycles owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.</li><li>individual charms unless soldered to the bracelet</li><li>Deeds, bonds, bills of exchange, securities, documents, manuscripts, business, professional or trade goods or equipment.</li><li>Property more specifically insured or any amount that <b>you</b> cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</li><li><b>Money</b> of any kind, contact lenses, dentures, camping equipment or tools.</li><li>property as a result of stealing from an unattended road vehicle unless concealed and in a locked boot</li><li>Sporting equipment being used for the purpose for which it was designed</li><li>Diving equipment lost under water</li><li>Pedal cycle accessories unless the pedal cycle is lost or damaged at the same time</li><li>Pedal cycles while being used for racing, pace making or trials</li></ul> <p>Theft of a pedal cycle outside the <b>home</b> unless from a locked building or immobilised by a security device</p>



## Settling claims – All Risks

**We** will pay the full cost of replacement as new or repair of the article lost or damaged less an amount for wear and tear in respect of clothing and furs or at our option **we** will replace the article or arrange for its repair. If **you** do not replace the article which is lost or damaged beyond economical repair **we** will pay the resale market value only.

In relation to Item 2 – Specified Items only:

- Our liability for repair or reinstatement following insured loss or damage to an article shall not exceed the relevant sum insured at the time of loss or damage.
- To safeguard your financial interest in your property **you** must insure the full reinstatement value of each article. Failure to do so will result in your claim settlement being reduced.
- The sum insured for an article under Section B – All Risks section is subject to the following condition of average:

If at the time of a loss or damage the sum insured is less than the cost of replacing the All Risk item as new **we** will pay only for the proportion of the loss or damage which the sum insured bears to such cost.

Wear and Tear

**We** will deduct an amount for wear and tear for clothing and furs.

- If it is necessary to make a deduction for wear and tear as above, then for the purposes of determining whether or not there is underinsurance for the relevant article (for Item 2 – Specified Items purposes), the cost of reinstating as new that article, less the deduction for wear and tear, will be compared with your actual sum insured.
- **We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

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## Policy Conditions

These Conditions apply to all Sections of this Policy

In the following conditions **you** also includes any other person insured under the Policy.

### 1. Protection of Property and Prevention of Accident

**You** will take all reasonable steps to protect the **property** and prevent accidents or legal disputes.

### 2. Fraudulent Claims

If a claim contains information that is false or misleading in any material respect and **you** either know that it is false or misleading or consciously disregard whether it is false or misleading, or a claim is otherwise fraudulent in any respect, ("Fraudulent Claim"), **we** shall be entitled to:

- refuse to pay the claim; and
- terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination **we** shall refuse all liability to **you** under the Policy in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and **we** need not return any of the premiums paid under the Policy.

### 3. Cancellation

(a) **We** have the right to cancel the Policy or any section or part of it by giving 14 days notice in writing by registered letter to your last known address and return to **you** the amount of premium in respect of the unexpired period of insurance.

(b) **You** have the right to cancel the Policy or any section or part of it by giving **us** notice in writing. **We** will return to **you** the amount of premium in respect of the unexpired period of insurance less any applicable administration charge. However, no return of premium will be allowed if **you** have made a claim during the current period of insurance. No administration charge will be applied if you give notice in writing of your intention to cancel the Policy within 14 working days from the date the Policy is concluded (the "Cooling-Off Period"). If you cancel the Policy during the first period of insurance, outside of the Cooling-Off Period, we will deduct an administration charge from any return premium.

### 4. Arbitration

If there is a dispute arising out of this Policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the I at the time. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

### 5. Liability Following Death

If **you** die **we** will insure your legal personal representatives for any liability **you** had previously incurred under the Policy provided they keep to the terms of the Policy.

### 6. Change in Circumstances

**You** must tell **us** immediately of any changes to:

- Change of name, address or occupation
- Change to the use or occupancy of the insured premises
- Changes or additions to the structure of the insured property (e.g. the use of any non-standard building materials or deterioration of the condition of the property) or any plans to make changes to the insured property
- Any claim or losses, whether insured or not, made in connection with any other properties owned or occupied by **you**
- If there are any criminal offences that **you** or others residing with **you** have been cautioned for, convicted of, or charged but not yet tried for
- Any changes to:
  - the information provided and recorded in any Statement of Fact issued to **you**; and/or
  - the information provided in any Proposal Form or otherwise in response to specific questions asked by **us**; and/or
  - the declarations made by or on behalf of **you**; and/or
  - any additional information voluntarily provided.

When **you** notify **us** about a change as above, or if **you** otherwise become aware of any such change, as referenced above, **we** may reassess the premium chargeable and Policy cover more generally.

**We** may refuse a claim made by **you** where there has been a change in the subject matter of the Policy which results in a new risk which **we** did not agree to cover and which was beyond the reasonable contemplation of **us** and **you** when the Policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future

### 7. Claims

Upon learning of any circumstances which may give rise to a claim **you** must:

- tell **us** as soon as reasonably possible but immediately if there is riot damage,
- give **us** all the help and information that **we** may reasonably require,
- immediately tell the Police if loss or damage is caused by stealing, attempted stealing, malicious people, vandals, riot, or civil, labour or political disturbance, immediately send to **us** any writ or summons or other communication **you** receive,
- give full details within 30 days of the incident together with any supporting evidence that **we** require.

### 8. Credit Cards

**You** must report the loss of any credit card to the issuing company and to the Police within 24 hours of discovery.

### 9. Salvage

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

### 10. Abandonment of Property

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

### 11. Negotiation or Settlement of Claims

**You** must not admit, deny, negotiate or settle a claim or dispute without our written consent.

### 12. Subrogation

Subject to Condition 22 below **we** are entitled to:

- take the benefit of **your** rights against another person before or after **we** have paid a claim,

- take over the defence or settlement of a claim against **you** by another person.

### 13. Other Insurances

If at the time of a claim there is any other policy covering anything insured by this Policy **we** will be liable only for our proportionate share.

### 14. Excess

Where any single event being a single incident or transaction, or a series of incidents or transactions linked by cause or time, results in a claim under more than one section of the Policy, the highest **excess** only will apply.

### 15. Insurance Act 1936

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

### 16. Instalments Defaults

Where **we** have agreed to accept payment by instalments, any default in payment on the due date may result in the Policy cover being terminated.

### 17. Stamp Duties Consolidation Act 1999

The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Stamp Duties Consolidation Act, 1999.

### 18. Premium Alterations

If an alteration to the policy results in an additional premium due to the Insurer or a refund premium due to the Insured, **we** will only charge or refund such premiums provided the amount involved is greater than or equal to €20.

### 19. Inflation Protection.

**We** will from time to time adjust the sums insured in line with changes to relevant indices and claims inflation. Any proposed changes to your sums insured will be applied monthly and updated annually at renewal when the revised sums insured will be clearly noted on your renewal notice. **You** should regularly review your sums insured to satisfy yourself that they meet your requirements. **We** reserve the right to insist on a reasonable minimum sum insured. **We** will not charge extra premium during the period of insurance but at the end of the period **we** will calculate the renewal premium on the revised sums insured.

### 20.

#### (1) Pre-contractual Representations

**You** acknowledge and accept the following:

- you** have a legal duty prior to entering into this Policy and/or prior to the renewal of this Policy to provide responses to questions asked by **us** in relation to the risk(s) to be insured.
- a matter about which **we** ask a specific question is material to the risk undertaken by **us** or the calculation of the premium by **us**, or both.
- you** have a legal duty to answer all questions asked by **us** honestly and with reasonable care.
- while **we** acknowledge that **you** have no legal duty of voluntary disclosure, **you** shall ensure that information which is voluntarily provided by **you** or on your behalf is provided honestly and with reasonable care.

#### (2) Remedies for Misrepresentation

- The term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** or on your behalf involves a negligent misrepresentation, the remedy available to **us** shall reflect what **we** would have done had **we** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
  - if **we** would not have entered into the Policy on any terms, **we** may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
  - if **we** would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if **we** so require;
  - if **we** would have entered into the Policy, but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on the relevant claim.
- Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, **we** may either:
  - give notice to **you** that in the event of a claim **we** will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or terminate the Policy by giving reasonable notice. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** or on your behalf involves a fraudulent misrepresentation, or where any conduct by **you** or on your behalf (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, **we** shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

#### 21. Effect of Continuing Restrictive Conditions

In this Policy, any term that imposes a Continuing Restrictive Condition, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- you** breach any such term; and
- during the period of breach **you** suffer a relevant loss; and
- such breach increased, in the circumstances concerned, the risk of the loss suffered by **you**, **we** will have no liability for the loss.

A Continuing Restrictive Condition is any condition in this Policy, however expressed, that purports to require **you** to do, or not to do, a particular act or acts, or requires **you** to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

#### 22. Subrogation Limits

For the purposes of this condition only, the expression "insured person" shall mean **you** and any other person entitled to be indemnified under this Policy.

This clause applies where **we** have the right to be subrogated to the insured person's rights against some other person but the insured person has not exercised those rights and might reasonably be expected not to exercise those rights because the insured person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010).

Where in the above circumstances the other person is not insured in respect of their liability to the insured person, **we** do not have the right to be subrogated to the insured person's rights against that other person. Where the other person is so insured, **we** may not recover from the other person an amount greater than the amount that that person may recover under their insurance policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, **we** will not exercise our right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

## Policy Exceptions

**These exceptions apply to all Sections of this Policy.**

The Policy does not cover:

- any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or coup,
- loss or damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds,
- any expense, consequential loss, legal liability or loss of or damage to any **property** directly or indirectly arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
- consequential loss of any kind or description incurred by **you** or any member of **your household**,
- the cost of maintenance or normal redecoration,
- loss or damage caused by wear and tear or gradual deterioration,
- any loss or damage caused by or arising from any computer hardware or software or other electrical equipment not being able to recognise or process any date as the true calendar date. Subsequent loss or damage which is otherwise covered by the Policy is nevertheless insured.
- Any loss or damage or liability directly or indirectly caused by the presence growth proliferation spread or any activity of **fungi**, wet or dry rot or bacteria.
- Terrorism Exclusion Endorsement

The Policy does not cover any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, 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 or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This endorsement also excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If **we** allege that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **you**.

10. Any loss or damage caused by faulty materials, faulty design or faulty workmanship.

11. Any expense, cost, consequential loss, liability or loss of or damage caused by, or directly or indirectly arising from or in connection with:

• the loss of, alteration of or damage to or;

• a reduction in the functionality, availability of or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.

12. **We** will not cover any loss, damage or liability where the property is in breach of legal regulations and/or local bye-laws. This includes, but is not limited to, compliance with planning permission and building regulations.

## Complaints Procedure

Our aim is to provide you, our customer, with first class service at all times. If you are unhappy with our service for any reason, or have any cause for complaint, you should first contact your intermediary at the contact details shown on your schedule. If the complaint is not resolved to your satisfaction you may contact:

The Complaints Officer, Arachas Insurance, Block 10, Unit 1, Blanchardstown Corporate Park Blanchardstown, Dublin 15 D15 WD4

If the complaint is still not resolved to your satisfaction you should contact:

Customer Service Co-ordinator at Zurich Insurance, PO Box 78, Wexford, Telephone (01) 6670666, or by email to [customercare@zurich.ie](mailto:customercare@zurich.ie). In the event of the issue not being resolved you may contact:

(i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: [info@fspo.ie](mailto:info@fspo.ie). Website: [www.fspo.ie](http://www.fspo.ie).

(ii) The Central Bank of Ireland, P.O. Box 559, Dublin 1. Lo-Call: 1890 77 77 77 or +353 (0) 1 224 5800.

(iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

Your right to take legal action is not affected by following any of the above procedures.

## Right of Withdrawal

As a consumer you have the right to withdraw from this policy within 14 working days of the latest of the date of inception of cover, or the date on which you receive your Policy Schedule, without penalty and without any reason being required. The right of withdrawal may be exercised by notice in writing to CoverCentre, quoting your policy number.

## Data Protection

Zurich Insurance plc ('Zurich', 'we', 'our', 'us') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation. For the purpose of this section, 'you' or 'your' shall mean, you, the policyholder, or any other person entitled to indemnity under this policy of insurance.

## About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of **our** business activities, **we** will collect, store and process personal data about **you**. The purpose of this section is to give **you** some information about the collection and processing of **your** personal data. Further information can be obtained in **our** Privacy Policy which is available at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

## The Data we collect

Where appropriate, **we** may collect the following personal data ('Data') from and/or about **you**:

• **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.

• **Financial information** such as bank account details, credit/debit card details and income details.

• **Employment and qualification details** such as occupation, job position, employment and education history.

• **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.

• **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. **We** may also, in certain cases, receive sensitive information from which it may be possible to infer **your** trade union membership, religious or political beliefs (for example, if **you** are a member of a group scheme through a professional, trade, religious, community or political organisation).

• **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.

• **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that **you** have made, as well as financial, medical, health and other lawfully obtained information relevant to **your** claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see **our** Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

**We** require this Data in order to manage and administer **our** relationship with **you**, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil **our** contract with **you**/comply with **our** legal obligations.

**Note:** If **you** provide **us** with Data relating to another person **you** must first: (a) inform that person about the content of **our** Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

## Data collected from third parties

**We** may collect Data from third parties if **you** engage with **us** through a third party, for example through a broker or, in the case of a group scheme, through **your** employer. **We** may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

## What we do with your Data

**We** may use, process and store the Data for the following purposes:

• Assessing which insurance products are appropriate for **you**, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil **our** contract with **you** and comply with **our** legal obligations. In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

• Share information about **you** with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.

• Check **your** details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used: – the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see [www.inslink.ie](http://www.inslink.ie))

– the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers  
– the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State  
– Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK  
– the Companies Registration Office

The above list is not intended to be exhaustive (please see **our** Privacy Policy for more information). In addition, we may check the Data **you** have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect **our** legitimate business interests and/or the legitimate interests of others.

## Sharing of Data

**We** may share **your** Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom **we** work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist **us** in carrying out business activities which are in **our** legitimate business interests and where such interests are not overridden by **your** interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, **we** ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for **you**.
- In order to comply with **our** legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of **our** or **our** Group's business (or any part of it). For further information regarding the third parties that **we** may share Data with, please see **our** Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy). In addition, information about claims (whether by **our** customers or third-parties) is collected by **us** when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities. The purpose of InsuranceLink is to help **us** identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation **you** have a right to know what information about **you** and **your** previous claims is held on InsuranceLink. If **you** wish to exercise this right then please contact **us** at the address below. Finally, where **you** have consented to **our** doing so, **we** may share information that **you** provide to companies within the Group and with other companies that **we** establish commercial links with so **we** and they may contact **you** (by email, SMS, telephone or other appropriate means) in order to tell **you** about carefully selected products, services or offers that **we** believe will be of interest to **you**.

## Automated Decision Making and Profiling

**You** have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning **you** or similarly significantly affects **you** other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with **you** (e.g. **your** policy of insurance);
2. Based on **your** explicit consent – which **you** may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where **we** base a decision on solely automated decision-making, **you** will always be entitled to have a person review the decision so that **you** can contest it and put **your** point of view and circumstances forward.

## Data subject rights

You have the following rights in relation to **your** Data which is held by **us**:

1. To ask for details of **your** Data held by **us**.
2. To ask for a copy of **your** Data.
3. To have any inaccurate or misleading Data rectified.
4. To have **your** Data erased.
5. To restrict the processing of **your** Data in certain circumstances.
6. To object to the processing of **your** Data.
7. To transfer **your** Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of **your** Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If **you** wish to exercise any of **your** rights in this regard a request must be submitted in writing to **our** Data Protection Officer (see contact details below). In order to protect **your** privacy, **you** may be asked to provide suitable proof of identification before **we** can process **your** request.

## Privacy Policy

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information **you** need to understand how **your** Data is used by **us** and should be reviewed in conjunction with **our** Privacy Policy which is available online at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

If **you** have any questions about **your** Data, **you** can contact our Data Protection Officer, using the contact details below.

- Zurich Customer Services on 053 915 7775
- [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie)
- Data Protection Officer, Zurich Insurance plc, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.
- Data Protection Officer, Arachas Insurance, Block 10, Unit 1, Blanchardstown Corporate Park Blanchardstown, Dublin 15 D15 WD4

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Deemed authorised and regulated by the Financial Conduct Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website