

LLOYD'S



HOME VENTURE

HOUSEHOLD INSURANCE

PART ONE UNDERWRITTEN BY
LLOYD'S INSURANCE COMPANY S.A.

UNDER BINDING AUTHORITY No. B6839P18161EAA

IS A BELGIAN LIMITED LIABILITY COMPANY (SOCIÉTÉ ANONYME / NAAMLOZE VENNOOTSCHAP) WITH ITS REGISTERED OFFICE AT BASTION TOWER, MARVELDPLEIN 5, 1050 BRUSSELS, BELGIUM

PART TWO UNDERWRITTEN BY
MAPFRE ASISTENCIA COMPANIA INTERNACIONAL DE SEGUROS Y REASEGUROS, S.A.

TRADING AS MAPFRE ASSISTANCE AGENCY IRELAND.



Policy Document

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WELCOME

Thank **You** for choosing Wrightway **Home** Venture for **Your** household insurance.

We know how important it is to have peace of mind when it comes to protecting **Your home** and treasured possessions, so as a valued customer **we** are determined to making insuring with **us** as easy and problem free as possible and in the unfortunate event that **You** have to make a claim **we** provide **You** with an exceptional service.

This policy comprises Three parts which together make up **Your** fully comprehensive policy:

Part One – Buildings and/or **Contents** Insurance - Underwritten by Lloyd's Insurance Company S.A. (Lloyd's)

And

Part Two – Home Emergency Assistance including Heating System Servicing - Underwritten by MAPFRE Asistencia Compania Internacional De Seguros Y reaseguros, S.A. trading as MAPFRE ASSISTANCE Agency Ireland (MAPFRE).

This policy which has been arranged by Wrightway Underwriting Ltd (WUL) is a contract between Lloyd's (Part One only), MAPFRE (Part Two a) & b) and **You**. WUL is an underwriting agency regulated by the Central Bank of Ireland. WUL distributes insurance products on behalf of insurance companies through its broker network in Ireland. As our Managing General Agent, WUL has been granted authority by **us** to bind cover on our behalf, service your policy and handle and settle any claims thereunder. Further information can be obtained in the WUL privacy policy which is available at: www.wrightway.ie/regulations The proposal form or statement of facts and declaration which **You** made to us forms part of this Contract.

The Schedule and any Endorsements are all part of the Policy and are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on Page 8 for Part One and Page 51 for Part Two of this policy booklet.

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.

This cover applies throughout the Republic of **Ireland** unless otherwise stated. Please check that they meet **Your** needs and that **You** understand them.

If **You** have any questions about these documents, please contact **Your** insurance **Broker** who will be pleased to help **you**.



Signed on behalf of the Company

C. Senior

By Authority of the Board

Underwritten by MAPFRE Asistencia Compania Internacional De Seguros Y reaseguros, S.A. trading as MAPFRE ASSISTANCE Agency Ireland.

MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA, trading as MAPFRE ASSISTANCE Agency Ireland is authorised by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

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.

HOME EMERGENCY ASSISTANCE PROVIDES YOU WITH COVER IF YOU EXPERIENCE AN EMERGENCY WITHIN YOUR HOME AND IS AVAILABLE TO YOU 24 HOURS A DAY, 365 DAYS A YEAR.

IF YOU EXPERIENCE AN EMERGENCY AT HOME PLEASE TELEPHONE 091 560649 OR IF YOU ARE CALLING FROM OUTSIDE OF IRELAND TELEPHONE +353 91 560649

FOR CONVENIENCE IT MAY BE ADVISABLE TO SAVE THIS NUMBER TO YOUR MOBILE PHONE

THIS IS A SUMMARY ONLY FOR FULL CONDITIONS AND EXCLUSIONS PLEASE SEE PAGE 53 OF THIS DOCUMENT

YOUR BENEFITS -EMERGENCY ASSISTANCE

We will provide assistance for emergencies relating to:

Plumbing and Drainage – the sudden or unexpected Breakdown of, or damage to, the plumbing and drainage system which will result in internal liquid damage to **Your** Property. This includes leaking pipes, blocked drains, water tanks, blockages in toilet waste pipes or leaking radiators.

Electrical Supply – the sudden, unexpected Breakdown of the electricity supply (or one phase thereof) within **Your** Property.

Security and Glazing – the sudden or unexpected failure of, or damage caused to external locks, doors or windows only which has rendered **Your** Property insecure, including theft or loss of keys and/ or broken external window glass.

Roofing – damage to the roof of **Your** Property necessitating repair.

Primary Heating System – the complete failure or breakdown of either the heating and/or hot water supply provided by the primary heating system in the Property.

All of the above services are subject to a limit of €260 plus VAT per claim and there is a limit of three assistances per Period of Insurance per policy.

YOUR BENEFITS -ADDITIONAL SERVICES

Where **we** have carried out an Emergency Repair, **we** will provide (if necessary):

Alternative Accommodation - If **Your** Property is deemed uninhabitable, **we** will provide overnight accommodation for 4 people, at an establishment of **Your** choice. Subject to a maximum payable €50 per person up to a total amount payable of €200 any one incident.

Furniture Storage - If **Your** Property is deemed uninhabitable, and it is necessary to remove household furniture for security reasons, **we** will provide 7 days storage for **Your** furniture and transport to and from the security storage location up to a distance of 50km from **Your** home. Subject to a maximum payable of €200 any one incident.

Urgent Message Relay - When an emergency occurs within **Your** Property, **we** will relay two urgent messages to a **family** member at **home** or abroad.

If **You** need, at any stage, **we** will provide the following services:

Essential Information If **You** need the telephone number of an essential service urgently, simply call the freefone number above and **we** will provide the telephone number for the Hospital, Garda Station, Fire Brigade, 24 Hour Pharmacy or Transport Company.

Home Assistance Hotline In the case of non-emergencies, **we** will provide a hotline for all of the services listed above. Simply call the freefone number and ask for the hotline service and **we** will provide **You** with a contact number for one of **our** Authorised Contractors with whom **You** can discuss the problem and obtain a no obligation competitive quotation for the work involved.

IMPORTANT INFORMATION CONCERNING CANCELLING THIS POLICY

(a) Your right to cancel during the cooling-off period

You are entitled to cancel this policy by notifying **Your insurance broker** in writing within fourteen (14) working days ("The cooling-off period") of either:

- (i) the date **You** receive this policy; or
- (ii) the start of **Your Period of insurance**; whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim in which case **we** reserve the right to retain the full premium.

(b) Your right to cancel after the cooling-off period

You are entitled to cancel this policy after the cooling-off period by notifying **Your insurance broker** in writing. Any refund of premium paid by **You** will be calculated at a proportional daily rate depending on how long the policy has been in force, Unless **You** have made a claim in which case **we** reserve the right to retain the full premium.

If cancellation is at **Your** request (after the cooling-off period), **we** will deduct the following from any refund due to **You**:

An administration charge of €75 (if cancelled during the first year of Insurance) (Part one) &

The **Home** Emergency Assistance premium of €9.33 (Part Two a) &

The Heating System Servicing charge of €144.67 (If **Your** schedule confirms that is operative and **You** have availed of the service, if **You** have not availed of this service the charge will be refunded in full (Part Two b)

(c) Our Right to Cancel

We are entitled to cancel this policy, if there is a valid reason to do so, including, but not limited to:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **we** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **we** request, such as details of a claim;
- (iv) the use of threatening or abusive behaviour or language;
- (v) failure to take reasonable care of the property insured;

By giving **You** fourteen (14) days' notice in writing. Any refund of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force. In addition **we** will deduct the following from any refund due to **you**:

The **Home** Emergency Assistance premium of €9.33 (Part Two a) &

The Heating System Servicing charge of €144.67 (If **Your** schedule confirms that is operative and **You** have availed of the service, if **You** have not availed of the service the charge will be refunded in full)(Part Two b)

If **You** have made a claim **we** reserve the right to retain the full premium.

COMPLAINT NOTICE

OUR SERVICE COMMITMENT TO YOU

Wrightway Underwriting Ltd (Wrightway) aim to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times Wrightway are committed to providing **You** with the highest standard of service. Any complaint, questions or concerns should be addressed in the first instance to:

Complaints Officer
Wrightway Underwriting Ltd
Wrightway House
Ardcavan Business Park
Ardcavan
Co Wexford. Y35 FP8A
Telephone: +353 (0) 53 91 67100
Email: customersupport@wrightway.ie
Website: www.wrightway.ie

Your complaint will be acknowledged, in writing, within 5 (five) 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 twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) 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 (forty) 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:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Republic of Ireland
Tel: +353 1 567 7000
E-mail: info@fspoi.ie
Website: www.fspoi.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.

SEVERAL LIABILITY CLAUSE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act. However Section 21 of the Consumer Insurance Contracts Act 2019 will apply with regard to Rights of a Third party to claim.

If **You** complaint, questions or concerns are in relation to Part Two only **You** should in the first instance contact Wrightway.

Complaints Officer

Wrightway Underwriting Ltd.

Wrightway House

Ardcavan Business Park

Ardcavan

Co Wexford. Y35 FP8A

Telephone: +353 (0) 53 91 67100

Email: customersupport@wrightway.ie

Website: www.wrightway.ie

If **You** complaint is still not resolved to **You** satisfaction and refers to Part Two, **You** should contact :

Complaints Specialist

Customer Service Department

MAPFRE ASSISTANCE Agency Ireland

22-26 Prospect Hill

Galway

Tel: 091 560649

Email: customer.service@MAPFRE.com

If **You** are still dissatisfied, **You** may contact:

Financial Services and Pensions Ombudsman

Lincoln House

Lincoln Place

Dublin 2

D02 VH29

Tel: +353 1 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

Following this procedure does not affect **You** legal rights.

DEFINITIONS

The following words or phrases have the same meaning whenever they appear in this document, the schedule and endorsements. These words are shown in bold.

ACCIDENTAL DAMAGE

Damage caused as a direct result of a single unexpected event.

BUILDINGS

your home, greenhouses and sheds all on the same site and used for domestic purposes, including central-heating oil tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, terraces, patios, drives, paths, walls, fences, gates, and landlord's fixtures and fittings.

The main structure (unless shown differently on the schedule) must be built of brick, stone or concrete (but not pre-fabricated walls or panels), with slate, tiled, concrete or felt roof. Unless shown on the schedule, no more than 30% of the roof area may be flat and covered with felt.

BUSINESS EQUIPMENT

Furniture, computers (including keyboards and monitors), printers, modems, fax machines, photocopiers, typewriters and phone equipment in **Your home** (other than equipment belonging to **Your** employer).

CONTENTS

Household goods, **personal belongings**, clothing and other items in **Your home**, belonging to **You** or for which **You** are legally responsible:

Contents does not include:

- any property which is more specifically insured by this or other insurance;
- any living creature;
- motor vehicles, electrically, mechanically, or power-assisted vehicles (other than domestic gardening equipment), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand-yachts, parakarts, jet-skis or watercraft, or any parts or accessories for these items;
- landlord's fixtures and fittings;
- any property used or held for business, profession or trade purposes other than **business equipment**; or
- any part of the **Buildings** except improvements and decoration in **Your home** for which **You** are legally responsible under a tenancy agreement.

CREDIT CARDS

Credit, cheque, debit and charge cards which belong to **You** and for which **You** are legally responsible.

DOMESTIC EMPLOYEE

Any person under a contract of service with **You** which is solely for private domestic duties including gardeners, persons carrying out repair work other than contractors or persons engaged solely to make extensions or non-maintenance alterations to the **Home**, and other temporary or casual employees.

FAMILY

You, **Your** domestic partner, children (including adopted and foster children), parents and other relatives who permanently live in **Your home**.

GUEST

A person who is invited to visit someone's **home** or attend a particular social occasion.

HOME

The private living accommodation, garages and out **Buildings** (but not a caravan or mobile **home**) used for domestic purposes, at the address shown on the schedule.

IRELAND

Republic of **Ireland**

MONEY

current coin or bank notes (which do not form part of a collection), cheques and traveller's cheques; postal or **money** orders, and current postage stamps;

Premium Bonds, National Savings stamps and certificates; gift vouchers or tokens; travel tickets, phonecards; and luncheon vouchers.

Money does not include bitcoin or other virtual currencies.

OCCUPANT

You or a member of **Your family** or a person authorised by **You** living in **Your home**.

PERIOD OF INSURANCE

The length of time covered by this insurance (as shown on the schedule) and any extra period for which **we** accept **Your** premium.

PERSONAL BELONGINGS

Articles which **You** are wearing, using or carrying.

Personal belongings do not include

tools or instruments used or held for business, profession or trade purposes;

valuables;

money and **credit cards;**

pedal cycles;

motor vehicles (including any e-scooters and e-bikes), electrically, mechanically, or power-assisted vehicles (other than domestic gardening equipment), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand-yachts, parakarts, jet-skis or watercraft or any parts or accessories for these items;

any property which is more specifically insured by this or other insurance.

SELF-CONTAINED

Private living accommodation which has its own kitchen, bathroom and toilet, and separate and lockable entries and exits, which only **You** live in.

UNFURNISHED

Where **Your home** is not furnished enough to be lived in.

UNITED KINGDOM

Great Britain (England, Scotland and Wales), Northern **Ireland**, the Isle of Man and the Channel Islands.

UNOCCUPIED

Where **Your home** has been left without an **occupant** for more than 14 days in a row. The property is deemed to be **Unoccupied** if the residency is limited to frequent visits or occasional staying overnight in the property. Visiting the property and/or occasionally staying in the property will not break the **Unoccupied** period.

Valuables: Articles of gold, silver, other precious metals, jewellery, gemstones, pearls, furs, watches, portable televisions, audio, video and computer equipment, telescopes, binoculars, photographic equipment, sports and/or camping equipment, musical instruments and guns belonging to **You** or for which **You** are legally responsible.

WE, US, OUR:

The Underwriter, Lloyd's Insurance Company S.A.

YOU, YOUR:

The person or people named on the schedule and **Your family**

YOUR BROKER

A registered Insurance **Broker** and/or Intermediary giving advice to **You** in respect of product suitability as well as collecting premiums for Us, and giving advice to **You** in respect of claims.

IMPORTANT NOTE

This is **Your Home** Venture Insurance Policy. **Please read it carefully.** It sets out the details of the contract **You** have made with us. The proposal form or statement of facts and declaration which **You** made to **us** are incorporated in and form part of this contract. Failure to disclose material facts could result in **Your** contract being cancelled or invalidated, a claim not being paid, a claim payment being reduced, difficulty in obtaining insurance in the future and failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on the property.

The schedule and any endorsements are all part of **Your** policy and shall be considered as one document. Check **Your** schedule to find out which sections **You** are insured for and read them along with **Your** policy. **You** should also pay particular attention to the Conditions and Exclusions set out on Page 37 and 40 as these apply to all sections. Whilst **Your Home** Venture Policy insures **You** against a wide range of contingencies, it does not insure **You** against every possible loss, for example, it is not a maintenance contract, and if the only damage is due to wear, tear or deterioration there is no cover under **Your** policy.

You must tell **us** immediately of any changes in the information **You** have given **us** in **Your** proposal or any other changes which affect or are material to this insurance. Material information is any fact that **we** would regard as likely to affect the acceptance or assessment of the risk. Information is material if it would change **our** decision to provide **You** with insurance or reasonably change the premium **we** charge or alter the cover and terms **we** apply to **Your** policy. Information **we** require includes for example, if **You** make any alteration to **Your** property, which makes losses more likely to happen or more serious if they do happen. If **You** do not let **us** know **You** could invalidate **Your** policy.

Remember to tell **us** if **You** plan to leave **Your Home Unoccupied** for more than 14 consecutive days and what additional measures **You** are going to take. Please note there is a significant reduction in cover when **Your home is Unoccupied** for more than 14 days.

Please read this policy and the schedule (including Endorsements) very carefully, they form the contract of insurance. **You** should pay particular attention to the General Policy Exclusions, the Conditions and any Endorsements which apply.

Please tell **Your** insurance **Broker** as soon as practicably possible if **You** have any questions, the cover does not meet **Your** needs, or any part of **Your** insurance documentation is incorrect.

This policy is underwritten by **us** and arranged through Wrightway Underwriting Ltd.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this policy and in setting the terms including premium **we** have relied on the information which **You** have provided to **Us**. **You** must answer all questions posed by **Us** honestly and with reasonable care and ensure the information is accurate and complete

You must acknowledge and accept the following:

- (a) **You** have a duty prior to entering into the 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.
- (b) 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.
- (c) **You** have a duty to answer all questions asked by **Us** honestly and with reasonable care.
- (d) while **We** acknowledge that **You** have no duty of voluntary disclosure, **You** shall ensure that information which is voluntarily provided by **You** is provided honestly and with reasonable care.

MISREPRESENTATION

- (a) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **You** 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:
 - (i) 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;
 - (ii) if **We** would have entered into the Policy, but on different terms (excluding terms relating to the premium), the Policy is to be treated as if it had been entered into on those different terms if **We** so require;
 - (iii) if **We** would have entered into the Policy, but would have charged a higher premium, **We** may reduce proportionately the amount paid on a claim;

- (b) Where a claim is made under the Policy and where an answer by You involves a fraudulent misrepresentation or where any conduct by You involves fraud or any other kind, We shall be entitled to avoid the Policy.
- (c) Where misrepresentation occurs but no claims outstanding under the policy, We may
 - (i) give notice to You that in the event of a claim We will exercise the remedies in paragraphs (i) to (iii) above or
 - (ii) terminate the contract

ALTERATION IN RISK

You must tell **us** immediately when **You** become aware of any changes in the information **You** have provided to **us** which happen before or during any **Period of insurance**.

When **we** are notified of a change **we** will tell **You** if this affects **Your** policy. For example **we** may cancel **Your** policy in accordance with the cancellation and cooling-off provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

HOW TO MAKE A CLAIM

If the loss is an emergency which requires immediate action, (a) render the property safe and/or (b) secure the building against further loss or damage, please contact 091 560649 to avail of the Home Emergency Assistance as noted under Part Two of the policy on Page 51

The following guidelines are to help **You** if **You** have a loss under this policy.

IF YOU ARE UNFORTUNATE TO HAVE SUFFERED A LOSS;

First, check **Your** insurance policy to see if the incident that has occurred is covered by **Your** Policy, If it is please contact **Your** insurance **Broker** who will take details of **Your** claim and arrange to notify Wrightway Underwriting Ltd who will arrange for an approved loss adjuster, if required, 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 at **our** discretion.

CLAIMS NOTIFICATION PERIOD

Please note that all claims must be notified as soon as possible but no later than 30 days of their occurrence. Please refer to the Policy Conditions section of this document and familiarise **yourself** with **Your** obligations as failure to comply could result in **Your** claim being refused, or reduced

ANTI-FRAUD AND CREDIT CHECKS

We may conduct anti-fraud and credit checks using various databases such as but not limited to Insurance Link at any stage of **Your period of insurance** to confirm that all information provided to **us** by **You** is correct.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use the information recorded with fraud prevention agencies to prevent fraud and **money** laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

DATA PROTECTION

WHO WE ARE

We are Lloyd's Insurance Company S.A. identified in the contract of insurance and/or in the certificate of insurance.

THE BASICS

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

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 from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we will need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). 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.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector 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 we provide and to the extent required or permitted by law.

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 provide this notice to them.

WANT MORE DETAILS?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website www.lloydsbrussels.com or in other formats on request.

CONTACTING US AND YOUR RIGHTS

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance.

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

THE CONTRACT OF INSURANCE

This policy, the schedule and any endorsements set out what is and what is not covered, together with the sum insured and any special terms that may apply. They form the contract of insurance between **You** and **us** and should be read together. Please read them carefully to make sure they provide the cover **You** need. **You** should keep them in a safe place. **You** may need them if **You** have to make a claim. This policy is based on the information **You** gave when **You** applied for the insurance and **Your** agreement to pay for it. **You** must tell **us** about any changes in this information as soon as possible, otherwise **You** may not be covered.

This insurance is written in English and all communications about it will be in English. Unless **we** have agreed otherwise with **you**, this contract is governed by Irish law.

SECTION ONE: BUILDINGS

The schedule will show if this cover applies.

Where any single event results in a claim under more than one section of the policy, the highest Excess only will apply.

What is insured	What is not covered
<p>Insured events</p> <p>Loss or damage to Your Buildings during the Period of insurance caused by the following:</p>	
<p>1. Fire, Smoke, Lightning, Explosion or Earthquake</p>	<p>loss or damage caused by smog, agricultural, forestry or industrial operations or any gradually operating cause.</p> <p>The first €500 of each and every loss.</p>
<p>2. Storm, Flood or Weight of Snow</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • frost; • subsidence, heave or landslip; • underground water. <p>Loss or damage to:</p> <ul style="list-style-type: none"> • swimming pools, hot tubs, jacuzzis, spas, hedges, fences and gates; • radio or television aerials, fixed satellite dishes, their fittings or masts over €750 • Contents outside the home • The first €500 of each and every loss
<p>3. Subsidence or heave of the site on which Your buildings stand, or landslip.</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • coastal or river erosion; • new structures bedding down, settling, expanding or shrinking; • newly made up (surfaced) ground settling; • faulty design, workmanship or materials; • construction work or repairing, demolishing or altering, Groundworks or excavation of Your buildings; • normal settlement, shrinkage or expansion; or • the action of chemicals on or the reaction of chemicals with any materials which form part of Your Buildings. • the use of defective materials, pyrite or inadequate construction of foundations. • an occurrence which originated prior to inception of this policy. • where compensation is provided by contract or legislation. <p>Loss or damage to:</p> <ul style="list-style-type: none"> • swimming pools, hot tubs, Jacuzzis and spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the private living accommodation is damaged at the same time and by the same cause; • solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and by the same cause; • your Buildings if the loss or damage is covered by law, contract or legislation. <p>The first €2,000 of each and every loss.</p>

What is insured	What is not covered
<p>4. Riot, civil commotion, strikes and labour, political disturbances, Malicious acts or vandalism.</p>	<p>Loss or damage caused;</p> <ul style="list-style-type: none"> • by You or Your guests or tenants; • while Your home is Unfurnished or Unoccupied for more than a period of 14 consecutive days. • The first €500 of each and every loss
<p>5. Escape of Water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> • If the Buildings have been left Unoccupied or Unfurnished for more than a period of 14 consecutive days. • by subsidence, heave or landslip. • to swimming pools. • to the installation or appliance from which the water escapes • 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. • The first €750 of each and every loss.
<p>6. Aircraft and other flying objects or anything dropped from them.</p>	<p>Loss or damage caused by ;</p> <ul style="list-style-type: none"> • you, Your family, Your Domestic Employees, paying guest or tenants. • The first €500 of each and every loss
<p>7. Theft or attempted theft</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> • by You or Your guests or tenants; • while Your home is Unoccupied or Unfurnished for more than a period of 14 consecutive days • by any person lawfully in Your Home. • The first €500 of each and every loss • The first €1,000 of each & every loss if You have declared to us that You have an alarm and Your alarm is not fully operational when Your home is Unoccupied.
<p>8. Leakage of oil from any fixed heating installation</p>	<p>Loss or damage caused: -</p> <ul style="list-style-type: none"> • if the Buildings have been left Unoccupied or Unfurnished for more than a period of 14 consecutive days. • by subsidence, heave or landslip. • to the apparatus from which the oil escapes. Any expenses incurred or levied where You retain experts or contractors (other than for emergency works) without our express written consent. The engagement, or otherwise, of all experts and contractors in relation to remedial repairs will be subject to our approval and we reserve the right to select such experts and contractors from our pre- approved specialist panel. <p>The first €750 of each and every loss.</p>
<p>9. Falling trees or branches, telegraph poles or lamp posts</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by cutting down or trimming trees or branches; or • to hedges, fences and gates. • The cost of removal of the tree or branch unless damage has been caused to the Buildings by its fall. <p>The first €500 of each and every loss.</p>

What is insured	What is not covered
10. Loss or damage as a result of breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts. The first €500 of each and every loss
11. Being hit by any vehicle, train or animal	Loss or damage caused to: <ul style="list-style-type: none"> • paths or drives by the weight of any vehicle; or • roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway). • Loss or damage caused by pets. • The first €500 of each and every loss

EXTRA BENEFITS INCLUDED WITH BUILDINGS

We will also cover the following.

What is insured	What is not covered
<p>1. Breakage of Glass, Sanitary Units, Ceramic surfaces and solar panels</p> <p>Accidental breakage of fixed glass forming part of Your buildings (including the cost of necessary boarding up before replacing broken glass).</p> <p>Accidental breakage of fixed sanitary fittings.</p> <p>Accidental breakage of ceramic glass in cooker hobs of built-in units.</p> <p>Accidental breakage of fixed solar panels forming part of Your Buildings.</p>	<p>Loss or damage caused:</p> <p>after the Buildings have been left Unoccupied or Unfurnished for more than a period of 14 consecutive days.</p> <p>Any damage caused by chewing, tearing, scratching or fouling by pets.</p> <p>The first €500 of each and every loss</p>
<p>2. Loss of rent or costs for alternative accommodation</p> <p>a. While Your home cannot be lived in as a result of loss or damage covered by an insured event under section one: Buildings, we will pay the following expenses or losses we have agreed to. Either: rent You would have received from an existing tenant if Your home could have been lived in; or the cost of similar accommodation for you, your family and Your pets including the cost of temporary storage for Your furniture.</p> <p>b. If, as a direct result of damage caused to a neighbouring property, You are refused access to Your home, which You are living in, we will pay one of the following for up to two weeks. Either: the reasonable cost of alternative accommodation for you, your family and Your pets; or the rent You have to pay. we will only pay if the damage caused to the neighbouring property would have been covered by an event insured by this section.</p>	<p>We will not pay for</p> <ul style="list-style-type: none"> • the cost of food and drink. • for fuel and utility bills, property taxes, water charges or other charges for which • costs You would have been liable if You were still living in the Home. -a standard of accommodation higher than that provided by the Home in which You live. • rent or the cost of alternative accommodation for any period longer than is necessary to reinstate the property. <p>Any amount over 20% of the sum insured for Buildings for any one claim.</p> <p>The first €500 of each and every loss</p>
<p>3. Selling Your home</p> <p>If You sell Your home, from the date You exchange contracts we will give the buyer the benefit of section one: Buildings until the sale is completed, as long as this is within the period of insurance.</p>	<p>Any claim for loss or damage to Your Buildings if the buyer is insured under any other insurance.</p> <p>The first €500 of each and every loss</p>
<p>4. Building fees and the cost of removing debris</p> <p>After a claim, which is covered by an insured event under section one:</p> <p>Buildings, we will pay the following expenses or losses we have agreed to. The cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild Your Buildings.</p> <p>The cost of removing debris and demolishing or supporting parts of Your Buildings which have been damaged, in order to make the site safe. The extra costs of rebuilding or repairing the damaged parts of Your Buildings to meet any regulations or laws set by Acts of Parliament or local authorities.</p>	<p>Any costs for preparing a claim. Any costs which relate to undamaged parts of Your Buildings, except the foundations of the damaged parts of Your Buildings.</p> <p>Costs involved in meeting regulations and laws if notice was served on You before the loss or damage happened.</p> <p>The cost of making the site stable.</p> <p>Any amount over 20% of the sum insured for Buildings for any one claim.</p> <p>The first €500 of each and every loss</p>

What is insured	What is not covered
<p>5. Tracing and accessing leaks</p> <p>If Your Buildings are damaged by water escaping from tanks, pipes, equipment or fixed heating systems in Your home, we will pay the cost of removing and replacing any other part of Your Buildings necessary to find and repair the source of the leak and making good.</p> <p>We will not pay more than €1,000 for anyone event.</p>	<p>The first €500 of each and every loss</p>
<p>6. Accidental damage</p> <p>to underground cables, pipes or tanks serving Your home for which You are legally responsible.</p> <p>We will pay up to €5,000 for each and every loss.</p>	<p>Damage caused by subsidence or heave of the land, or landslip.</p> <p>Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.</p> <p>The cost of clearing blocked sewer pipes, drains, soakaways, pipes or underground tanks.</p> <p>The first €500 of each and every loss</p>
<p>7. Fire Brigade Charges</p> <p>We will pay up to €2,000 for costs You have to pay under the Fire Services Act 1981 in relation to the fire brigade attendance at the Home which results in a claim under this policy.</p>	

ACCIDENTAL DAMAGE TO BUILDINGS

The schedule will show if this cover applies We will also cover the following.

What is insured	What is not covered
<p>Accidental damage and breakage</p>	<p>Damage shown under the 'What is not covered' part of:</p> <ul style="list-style-type: none"> • 'Insured events I-II'; and • 'Extra benefits included with Buildings'; in section one: Buildings. <p>Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than a period of 14 consecutive days.</p> <p>Damage caused by:</p> <ul style="list-style-type: none"> (i) faulty workmanship, defective design, or the use of defective materials or pyrite, (ii) escape of water from drains or drainage systems, (iii) wear and tear, frost, damp, corrosion, atmospheric or climatic conditions, fading caused by light or gradually operating cause, rot, rust, fungus, insects and vermin, (iv) domestic pets, (v) movement, settlement or shrinkage in any part of the Buildings, (vi) movement of the land belonging to the Buildings, (vii) demolition or structural alteration or repair, (viii) any process of heating, drying, cleaning (ix) any process of cleaning, repairing, dyeing, renovating or maintaining Your Buildings. (x) Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles. <p>domestic fuel tanks, hard tennis courts, swimming pools, hot tubs, jacuzzis, spas, terraces, patios, drives, paths, walls, fences, gates, roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).</p> <p>The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.</p> <p>The first €500 of each and every loss</p>

SETTLING CLAIMS

- (a) **we** will indemnify **You** by payment or, at **our** option, by reinstatement, replacement or repair, for loss or damage by any of the Insured causes listed in 'Insured events I-I I' and 'Extra benefits included with **Buildings**'; in section one: **Buildings** subject to the conditions and exclusions set out in this policy, with a deduction for wear and tear made only in respect of clothing, footwear, floor coverings, household linen and pedal cycles, and subject to receipt of documentation in respect such works.
- (b) **we** will pay up to the sum insured for **Buildings** shown in the schedule (plus any Index Linking adjustment applicable) for the Cost of Rebuilding, repairing or replacing the damaged parts of the **Buildings**, inclusive of any amount which may become payable under Building - Additional Benefits section of this policy and subject to receipt of documentation in respect to such works.
- (c) If the **Buildings** are not rebuilt or repaired **we** will pay at **our** option the difference between the market value of the **Buildings** prior to the loss or damage and the market value of the **Buildings** following the loss or damage.
- (d) If the **Buildings** have not been maintained in a good state of repair, a deduction will be made for wear and tear.
- (e) If at the time of any loss or damage the sum insured is less than the Cost of Rebuilding, **we** will reduce the claim payment by the same percentage the property is under insured by. (Average Clause – see below)
- (f) **We** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched. In the case of floor coverings, **we** will only pay for the cost of replacing the damaged part or, if a match is not possible, the floor covering in the room where the damage happened.

If **we** have discounted the premium for this section because **You** have not made any claims, **we** may reduce or remove the discount if **You** make a claim.

SUM INSURED

The most **we** will pay under section one: **Buildings** is the sum insured shown on the schedule for **Buildings** adjusted in line with index-linking, including the extra expenses and fees listed under Extra benefit 4 'Building fees and the cost of removing debris' in section one: **Buildings**.

UNDERINSURANCE (AVERAGE CLAUSE)

If the sum insured at the time of the insured loss or damage is less than the Cost of Rebuilding or replacing as new all the **Buildings & Contents** covered then **You** shall be considered as being **Your** own insurer for the difference and **we** will pay only that proportion of the loss or damage which the sum insured bears to such cost.

If it is necessary to make a deduction for wear and tear then the Cost of Rebuilding or replacing as new less the allowance for wear and tear will be compared with **Your** actual sum insured. **You** will only be paid that proportion of the loss or damage which **Your** sum insured bears to this Cost of Rebuilding or replacing.

STAGED CLAIM PAYMENTS

Where **we** elect to settle **Your** claim on a cash basis, **we** may release a proportion of the estimated cost of repair/reinstatement prior to completion of the work. **You** must keep **Your** receipts for any repair/reinstatement work as **You** will need to validate these costs. The balance of the cost, known as a 'staged claim payments', will be paid to **You** on receipt of the relevant documentation that validates the costs incurred by **You** for the repair/reinstatement work (e.g. VAT invoices).

MAINTAINING THE SUM INSURED

After **we** have settled a claim, **we** will maintain the sum insured for **Buildings**, as long as **You** take any reasonable measures **we** suggest to prevent any further loss or damage. (We will not charge any extra premium for maintaining the sum insured for **Buildings**.)

INDEX LINKING

The sum insured for **Buildings** will be index-linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or in line with any other index that **we** decide.

If **You** make a claim, index-linking will continue during the period when the repair or rebuilding is being carried out as long as **You** take reasonable action for the repair or rebuilding to be carried out immediately.

We will not make a charge for index-linking during the **Period of insurance**. However, each time **Your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

CLAIMS RETENTION

Where We agree to pay Your claim, We reserve the right to withhold the following sums until the re-instatement works are completed –

- i. 5% of the claim settlement amount - where the claim settlement amount is less than €40,000
- ii. 10% of the claim settlement amount where the claim settlement amount is €40,000 or more.

All invoices must be retained to facilitate validation through the submission of these final invoices along with photographs or where necessary a final inspection of the works

Where the retention amount remains unclaimed after the pre-agreed period has passed, **we** will write to remind **you** of the unclaimed retention and **our** requirements to release this payment. This reminder will give **you** 10 working days to supply the required documentation and if **we** do not hear back from **you** within this time **we** will proceed to close the claim with previous payment representing final settlement figure.

BUILDINGS LIABILITY

For the purpose of this section bodily injury will include death and disease.

What is insured	What is not covered
<p>Liability as the owner of Your home</p> <p>We will insure Your liability as owner to pay for accidents happening in and around Your home during the Period of insurance. we will provide this cover if the accident results in: bodily injury to any person other than you, Your Family or a Domestic Employee; or loss or damage to property which you, Your family (or Your Domestic Employees) do not own or have legal responsibility for.</p> <p>We will not pay more than €2,000,000 for any one event plus any costs and expenses we have agreed to in writing.</p> <p>If You die, Your personal representatives will have the benefit of the cover under this section.</p>	<p>Liability arising:</p> <ul style="list-style-type: none"> • as occupier of Your home; from any agreement or contract unless You would have been legally liable anyway; • from criminal acts; • as a result of an assault, alleged assault or a deliberate, or malicious act; • from owning or occupying of any land or Buildings other than Your home; • where You are entitled to cover from another source; • from any profession, trade or business; • from paragliding or parascending; • from any infectious disease or condition; • from You owning or using any: <ul style="list-style-type: none"> • power-operated lift; • electrically, mechanically or power-assisted vehicles (including children’s motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use); • from aircraft, UAV’s/Drones, hang-gliders, hovercraft, land or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes); • from caravans or trailers; • from animals except domestic pets other than dangerous dogs, as specified in regulations made under the Control of Dogs Acts and amending legislation unless such dogs are, at all times, muzzled, under effective control and capable of identification. • from horses unless ownership, possession, use or control is in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 and amending legislation. • for death, injury, illness or disease of any member of Your Household or any other person permanently residing with You, • for death, injury, illness or disease to a person under a contract of service or apprenticeship with You or a member of Your Family.

SECTION TWO: CONTENTS

The schedule will show if this cover applies.

Where any single event results in a claim under more than one section of the policy, the highest Excess only will apply.

What is insured	What is not covered
<p>Insured Events</p> <p>Loss or damage to Your Contents while in Your home during the Period of insurance caused by the following.</p>	
<p>1. Fire, Smoke, Lightning, Explosion or Earthquake</p>	<p>Loss or damage caused by smog, agricultural, forestry or industrial operations or any gradually operating cause.</p> <p>The first €500 of each and every loss</p>
<p>2. Storm, Flood or Weight of Snow</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • frost; • subsidence, heave or landslip; • underground water. <p>Loss or damage to:</p> <ul style="list-style-type: none"> • swimming pools, hot tubs, jacuzzis, spas, hedges, fences and gates; • radio or television aerials, fixed satellite dishes, their fittings or masts. • Contents outside the home <p>The first €500 of each and every loss</p>
<p>3. Subsidence or heave of the site on which Your buildings stand, or landslip.</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • coastal or river erosion; • new structures bedding down, settling, expanding or shrinking; • newly made up (surfaced) ground settling; • faulty design, workmanship or materials; • construction work or repairing, demolishing or altering Your Buildings; • Groundworks or excavation; • normal settlement, shrinkage or expansion; or • the action of chemicals on or the reaction of chemicals with any materials which form part of Your Buildings. • the use of defective materials, pyrite or inadequate construction of foundations. • damage which originated prior to inception of this policy. • where compensation is provided by contract or legislation. <p>Loss or damage to:</p> <ul style="list-style-type: none"> • swimming pools, hot tubs, Jacuzzis and spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the private living accommodation is damaged at the same time and by the same cause; • solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and by the same cause; • your Building if the loss or damage is covered by law, contract or legislation. <p>The first €2,000 of each and every loss.</p>

What is covered	What is not covered
<p>4. Riot, civil commotion, strikes and labour, political disturbances, Malicious acts or vandalism.</p>	<p>Loss or damage caused;</p> <ul style="list-style-type: none"> • caused by You or Your guests or tenants; or • while Your Home is Unfurnished or Unoccupied for more than a period of 21 consecutive days. <p>The first €250 of each and every loss</p>
<p>5. Escape of Water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> • If the Building have been left Unoccupied or Unfurnished for more than a period of 21 consecutive days. • by subsidence, heave or landslip. • to swimming pools. • to the installation or appliance from which the water escapes • 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. <p>The first €500 of each and every loss.</p>
<p>6. Aircraft and other flying objects or anything dropped from them.</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • you, Your family, Your Domestic Employees, paying guest or tenants. <p>The first €250 of each and every loss</p>
<p>7. Theft or attempted theft</p>	<p>Loss or damage caused;</p> <ul style="list-style-type: none"> • by You or Your guests or tenants; • if the Buildings have been left Unoccupied or Unfurnished for more than a period of 14 consecutive days. • by any person lawfully in Your Home. • to any money, Credit cards, valuables, pictures, works of art, curios, Business equipment. • to Contents in excess of €1,000 contained within a locked outbuilding. <p>The first €500 of each and every loss.</p> <p>The first €1000 of each & every loss if You have declared to us that You have an alarm and Your alarm is not fully operational when Your home is Unoccupied</p>
<p>8. Leakage of oil from any fixed heating installation</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> • If the Buildings have been left Unoccupied or Unfurnished for more than a period of 14 consecutive days. • to the apparatus from which the oil escapes. • by subsidence, heave or landslip. <p>For any expenses incurred or levied where You retain experts or contractors (other than for emergency works) without our express written consent.</p> <p>The engagement, or otherwise, of all experts and contractors in relation to remedial repairs will be subject to our approval and we reserve the right to select such experts and contractors from our pre-approved specialist panel.</p> <p>The first €750 of each and every loss.</p>

What is insured	What is not covered
<p>9. Falling trees or branches, telegraph poles or lamp posts.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by cutting down or trimming trees or branches; or • to hedges, fences and gates. <p>The cost of removal of the tree or branch unless damage has been caused to the Buildings by its fall.</p> <p>The first €500 of each and every loss.</p>
<p>10. Loss or damage as a result of breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.</p>	<p>Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.</p> <p>The first €500 of each and every loss</p>
<p>11. Being hit by any vehicle, train or animal</p>	<p>Loss or damage caused by pets.</p> <p>The first €500 of each and every loss</p>

EXTRA BENEFITS INCLUDED WITH CONTENTS

We will also cover the following.

What is insured	What is not covered
<p>1. Breakage of Glass, Sanitary Units, Ceramic surfaces and mirrors</p> <p>Accidental breakage of: glass tops and fixed glass in furniture; ceramic glass in cooker hobs; and mirrors.</p>	<p>Loss or damage caused: by chewing, tearing, scratching or fouling by pets. If the Buildings have been left Unoccupied or Unfurnished for more than a period of 14 consecutive days</p> <p>The cost of repairing, removing or replacing frames. The first €500 of each and every loss</p>
<p>2. Loss of rent, alternative accommodation or rent You pay</p> <p>a) While Your home cannot be lived in as a result of loss or damage covered by an insured event under section two: Contents, we will pay the following expenses or losses we have agreed to. Either; rent You would have received from an existing tenant if Your home could have been lived in; the cost of similar alternative accommodation for you, Your family and Your pets, including the cost of temporary storage for Your furniture.</p> <p>b) If, as a direct result of damage caused to a neighbouring property, You are refused access to Your home, which You are living in, we will pay one of the following for up to two weeks. Either: the reasonable cost of alternative accommodation for You and Your family; or the rent You have to pay. we will only make the payment if the damage caused to the neighbouring property would have been covered by an event insured by this section.</p>	<p>The cost of food and drink.</p> <p>Fuel and utility bills, property taxes, water charges or other charges for which You would have been liable if You were still living in the Home.</p> <p>For a standard of accommodation higher than that provided by the Home in which You live.</p> <p>For rent or the cost of alternative accommodation for any period longer than is necessary to reinstate the property.</p> <p>Any amount over 20% of the sum insured for Contents for any one claim.</p> <p>The first €500 of each and every loss.</p>
<p>3. Accidental damage to television aerials, fixed satellite dishes, their fittings and masts attached to the buildings.</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • chewing, tearing, scratching or fouling by pets; • frost, the atmosphere, or fading caused by light; • any process of cleaning, repairing, renovating or maintaining the item; • heating, drying, dyeing, washing, restoring, dismantling or breakdown; • faulty workmanship, design or materials; or • information being erased or damaged on computer equipment. <p>Loss or damage to:</p> <ul style="list-style-type: none"> • styluses, recording heads, records, audio tapes, video tapes or cassettes, disks and computer software; • mobile or portable phones or pagers; • computers or computer equipment designed to be portable, while it is being carried, moved or transported; or • video cameras and camcorders. <p>The first €500 of each and every loss.</p>

What is insured	What is not covered
<p>4. Household removal</p> <p>Accidental loss or damage to Your Contents in a removal vehicle while being removed by professional removal contractors, from Your home to a new permanent home within Ireland, including while in temporary storage for up to five days. The most we will pay will be the sum insured for Contents shown on the schedule.</p>	<p>Loss or damage to:</p> <p>pictures, china, glass, pottery, porcelain or other brittle substances, and audio, visual and computer equipment, unless they are packed and loaded by professional removal contractors;</p> <p>money, credit cards or valuables.</p> <p>The first €500 of each and every loss.</p>
<p>5. Contents temporarily removed from the home</p> <p>Loss or damage to Your Contents which are temporarily removed from Your home, but only if the items are within Ireland and the loss or damage is caused by: insured events 1 to 9, or 11 or 13; or theft or attempted theft (involving a forced and violent entry) from any:</p> <p>bank or safe deposit or while being transported by you to and from any bank or safe deposit;</p> <p>building, caravan, mobile home or boat used by you as temporary or holiday accommodation; or</p> <p>building where You are living or working (other than while You are a student in full-time education).</p> <p>The most we will pay is 20% of the sum insured for Contents. But the most we will pay for loss or damage by theft or attempted theft to Your Contents in any garage or outbuilding is €1,000.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • while the Contents are in a furniture store, salesroom, or exhibition; • caused by storm or flood while Your Contents are outside Your home; • while Your Contents are worn, used or carried on you; or • by theft or attempted theft unless there has been forced and violent entry or exit out of Your home. <p>The first €500 of each and every loss.</p>
<p>6. Contents outside but within the boundaries of Your home</p> <p>Loss or damage caused by insured events 1 to 11, or 13 to Your Contents and garden furniture or ornaments outside but within the boundaries of Your home.</p> <p>The most we will pay for any one event is €1,000.</p>	<p>Loss or damage to:</p> <p>trees, plants, shrubs or garden produce;</p> <p>money, credit cards, valuables, pictures, works of art and curios; or</p> <p>property in or on any motor vehicle or trailer, boat, caravan or mobile home.</p> <p>The first €500 of each and every loss.</p>
<p>7. Locks and keys</p> <p>If Your keys are lost or stolen any outside door of Your home we will pay up to €500 for the cost of replacing keys and locks, or repair to Intruder Alarms installed in Your home.</p>	
<p>8. Replacing documents</p> <p>We will pay up to €1,000 for the cost of replacing the deeds of Your home and documents which are lost or damaged as a result of an insured event under section two: Contents.</p>	<p>The first €500 of each and every loss.</p>
<p>9. Fire Brigade Charges</p> <p>We will pay up to €2,000 for costs You have to pay under the Fire Services Act 1981 in relation to the fire brigade attendance at the Home which results in a claim under this policy.</p>	

ACCIDENTAL DAMAGE TO CONTENTS

The schedule will show if this cover applies.

What is insured	What is not covered
<p>Accidental damage to your contents</p> <p>We will pay for accidental damage to Your contents while they are in Your home.</p>	<p>Damage shown under the 'What is not covered' part of:</p> <p>'Insured events I-I I'; and</p> <p>'Extra benefits included with Contents'; in section two: Contents.</p> <p>Any damage caused by:</p> <p>any process of cleaning, repairing, dyeing, renovating or maintaining Your Buildings;</p> <p>or Damage to:</p> <p>domestic fuel tanks, hard tennis courts, swimming pools, hot tubs, jacuzzis, spas, terraces, patios, drives, paths, walls, fences, gates, roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).</p> <p>Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than a period of 14 consecutive days.</p> <p>Damage caused by:</p> <ul style="list-style-type: none"> (i) faulty workmanship, defective design, or the use of defective materials or pyrite, (ii) escape of water from drains or drainage systems, (iii) wear and tear, frost, damp, corrosion, atmospheric or climatic conditions, fading caused by light or gradually operating cause, rot, rust, fungus, insects and vermin, (iv) domestic pets, (v) movement, settlement or shrinkage in any part of the Buildings, (vi) movement of the land belonging to the Buildings, (vii) demolition or structural alteration or repair, (viii) any process of heating, drying, cleaning to the Contents. (ix) any process of cleaning, repairing, dyeing, renovating or maintaining the item; (x) using Your Contents in a way which is different to the manufacturer's instructions; or (xi) information being erased or damaged on computer equipment.

What is insured

continued...

What is not covered

Damage to:

contact lenses, **money**, **Credit cards**, stamps, coins or other collections;

any powered machine while it is being used as a tool and if damage arises directly out of its use;

clothing (including furs), food and drink; and free-standing hot tubs, Jacuzzis and spas.

The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.

Contents lost in the **Home**.

Damage to clothing (including furs), hearing aids, contact lenses, **Money**, stamps, mobile phones or similar devices, coins or medals, food or drink.

Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles.

The first €500 of each and every loss.

SETTLING CLAIMS

- (a) **we** will indemnify **You** by payment or, at **our** option, by reinstatement, replacement or repair, for loss or damage by any of the Insured causes listed in 'Insured events I-II' and 'Extra benefits included with **Contents**'; in section two: **Contents** subject to the conditions and exclusions set out in this policy, with a deduction for wear and tear made only in respect of clothing, footwear, floor coverings, household linen and pedal cycles and subject to receipt of documentation in respect of the loss.
- (b) The maximum amount that **we** will pay in respect of any one loss for **Contents** is the limit of indemnity stated in the schedule.
- (c) If at the time of any loss or damage the total cost of replacing all of the **Contents** as new, less an allowance for wear and tear for clothing, footwear, floor coverings, household linen and pedal cycles, is greater than the limit of indemnity for **Contents** shown in the schedule, **we** will pay only that proportion of the loss which the limit of indemnity bears to the replacement cost. (Average Clause – see below)
- (d) The most **we** will pay is 35% of the total **Contents** sum insured but not more than €4,000 for any one article, set or collection unless these **Contents** are disclosed to **us** in advance.
- (e) **we** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched. In the case of floor coverings, **we** will only pay for the cost of replacing the damaged part or, if a match is not possible, the floor covering in the room where the damage happened.
- (f) In the event of loss or damage to any one article or pair or set of articles set or collection where the value exceeds €2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered.
- (g) In the event of loss or damage to any one article, set or collection where the value exceeds €6,000 it will be necessary for a valuation (if not already provided) to be produced before any payment can be considered.

If **we** have discounted the premium for this section because **You** have not made any claims, **we** may reduce or remove the discount if **You** make a claim.

SUM INSURED

The most **we** will pay under section two: **Contents** is the sum insured for **Contents** shown on the schedule, plus any index-linking.

Underinsurance (Average Clause)

If the sum insured at the time of the insured loss or damage is less than the Cost of Rebuilding or replacing as new all the **Buildings & Contents** covered then **You** shall be considered as being **Your** own insurer for the difference and **we** will pay only that proportion of the loss or damage which the sum insured bears to such cost.

If it is necessary to make a deduction for wear and tear then the Cost of Rebuilding or replacing as new less the allowance for wear and tear will be compared with **Your** actual sum insured. **You** will only be paid that proportion of the loss or damage which **Your** sum insured bears to this Cost of Rebuilding or replacing.

Staged Claim Payments

Where **we** elect to settle **Your** claim on a cash basis, **we** may release a proportion of the estimated cost of repair/reinstatement prior to completion of the work. **You** must keep **Your** receipts for any repair/reinstatement work as **You** will need to validate these costs. The balance of the cost, known as a 'staged claim payments', will be paid to **You** on receipt of the relevant documentation that validates the costs incurred by **You** for the repair/reinstatement work (e.g. VAT invoices).

MAINTAINING THE SUM INSURED

After **we** have settled a claim, **we** will maintain the sum insured for **Contents**, as long as **You** take any reasonable measures **we** suggest to prevent further loss or damage. (We will not charge any extra premium for maintaining the sum insured for **Contents**.)

INDEX LINKING

The sum insured will be index-linked. This means that the sum insured will be adjusted in line with changes in the National Statistics Retail Price or in line with any other index that **we** decide.

If **You** make a claim, the index-linking will continue during the period when the repair or replacement is being carried out, as long as **You** take reasonable action for the repair or replacement to be carried out immediately.

We will not make a charge for index-linking during the **Period of insurance**. However, each time

Your insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

PROOF OF VALUE AND OWNERSHIP

To help **You** make a claim, **we** recommend that **You** keep receipts, instruction booklets, guarantee cards, valuations and photographs.

CONTENTS LIABILITY

For the purpose of this section bodily injury will include death and disease.

What is insured	What is not covered
<p>Personal Liability</p> <p>You legal liability to pay compensation for: bodily injury to any person other than you, Your family or a Domestic Employee; or loss or damage to property which You or Your Domestic Employees do not own or have legal responsibility for.</p> <p>We will provide this cover for accidents which occur during the Period of insurance and within Ireland (or during a temporary visit of not more than 30 days elsewhere in the world).</p> <p>We will not pay more than €2,000,000 for any one event plus any costs and expenses we have agreed to in writing.</p> <p>If You die, Your personal representatives will have the benefit of this section for Your liability for an event covered by this section.</p> <p>Liability as occupier of Your home</p> <p>You legal liability to pay compensation as occupier of Your home and the land belonging to the home for any events which result in: bodily injury to any person other than you, Your family or a Domestic Employee; or loss or damage to property which you, Your family or Your Domestic Employees do not own or have legal responsibility for.</p> <p>We will not pay more than €2,000,000 for any one event plus any costs and expenses we have agreed to in writing.</p> <p>If You die, Your personal representatives will have the benefit of this section for Your liability for an insured event covered by this section.</p> <p>Liability as tenant</p> <p>We will pay up to 20% of the Contents Sum Insured that You legally have to pay under a tenancy agreement following loss or damage caused by events 1 to</p> <p>11 of section one: Buildings (with the exception of event 3) and Accidental damage and breakage as described in</p>	<p>You are not covered for any liability arising: as owner of Your home;</p> <p>from any agreement or contract unless You would have been legally liable anyway;</p> <p>from criminal acts;</p> <p>as a result of an assault, alleged assault or a deliberate, or malicious act;</p> <p>from owning or occupying any land or Buildings other than Your home;</p> <p>where You are entitled to cover from another source; from any profession, trade or business;</p> <p>from paragliding or parasailing;</p> <p>for any mechanically-propelled vehicle where any road traffic law says You must have insurance or security; from any infectious disease or condition;</p> <p>from You owning or using any:</p> <ul style="list-style-type: none"> • power-operated lift; • electrically, mechanically-propelled vehicles (including children’s motor cycles and motor cars), horse-drawn vehicles (other than domestic garden equipment not licensed for road use); • aircraft, UAV’s/Drones, hang-gliders, hovercraft, land or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes); • caravans or trailers; • animals except domestic pets other than dangerous dogs, as specified in regulations made under the Control of Dogs Acts and amending legislation unless such dogs are, at all times, muzzled, under effective control and capable of identification. • horses unless ownership, possession, use or control is in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 and amending legislation; or • firearms, other than properly licensed shotguns. <p>Loss or damage while Your home is unfurnished or unoccupied.</p> <p>Loss or damage shown under the ‘What is not covered’ part of section one: Buildings.</p> <p>You are not covered for Liability:</p> <ul style="list-style-type: none"> • for death, injury, illness or disease of any member of Your Household or any other person permanently residing with You, • for death, injury, illness or disease to a person under a contract of service or apprenticeship with You or a member of Your Family other than domestic employees.

What is insured

Extra benefit I under Section one.

We will only provide this cover if the loss or damage happens during the **period of insurance**. If **You** die, **Your** personal representatives will have the benefit of this section for **Your** liability for an event covered by this section.

Accidents to domestic employees

Your legal liability to pay compensation for accidental bodily injury to a **Domestic Employee** under a contract of service.

We will pay up to €2,000,000, for any one event plus any costs and expenses **we** have agreed to in writing. If **You** die, **Your** personal representatives will have the benefit of this section for **Your** liability for an event covered by this section.

What is not covered

Loss or damage caused if the **Buildings** have been left **Unoccupied** or **Unfurnished** for more than a period of 14 consecutive days.

Malicious Damage, theft or attempted theft, caused by **You, Your Family** or any other person lawfully in **Your Home**. Damage shown under the 'What is not covered' part of:

- 'Insured events I-II'; and
- 'Extra benefits included with **Contents**'; in section two: **Contents**.

Bodily injury to any employee arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says **You** must have insurance or security.

death of, bodily injury to, or illness or disease of any member of **Your family** or any other person residing with **You**.

GENERAL EXCLUSIONS

The following exclusions apply to the whole of Your insurance.

This insurance does not cover:

direct or indirect loss or damage to any property; any legal liability;
costs and expenses; or
death or injury to any person;
caused by, contributed to, or arising from, the following.

1. WAR EXCLUSION

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

2. SONIC BOOMS

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

3. SEIZURE OR CONFISCATION

We will not pay for any loss or damage to any property caused during seizure of or confiscation or attempts at either of these by Customs or other authorities.

4. POLLUTION/CONTAMINATION

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- A sudden and unforeseen and identifiable incident;
- Leakage of oil from a domestic oil installation at **Your home**.

5. RADIOACTIVE CONTAMINATION AND NUCLEAR ASSEMBLIES EXCLUSION

We will not pay for:

- Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

War Exclusion

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

6. ELECTRONIC DATA EXCLUSION CLAUSE

We will not pay for:

- loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from:

- (a) Computer viruses, erasure or corruption of electronic data;
- (b) The failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion “computer virus” means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

7. BIOLOGICAL AND CHEMICAL CONTAMINATION CLAUSE

We will not pay for:

- Loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- Any legal liability of whatsoever nature;
- Death or injury to any person;

directly or indirectly caused by or contributed to by or arising from 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.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

8. SANCTIONS

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation

9. EXISTING AND DELIBERATE DAMAGE

We will not pay for loss or damage:

- a) Occurring before cover starts or arising from an event before cover starts
- b) Caused deliberately by **You** or any member of **Your home**

10. WEAR AND TEAR

We will not pay for damage caused by wear and tear or any other gradually operating cause.

11. LOSS OF VALUE

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this contract of insurance.

12. OTHER INSURANCE

If **You** make a claim under this policy and **You** were covered for the same loss, damage, or liability by any other insurance, **we** will only pay **our** share of the claim.

13. CORROSION

Corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moths, any cause that happens gradually, or mechanical or electrical breakdown.

14. Indirect loss of any kind.

15. Any loss suffered by **You** or **Your Family** due to any person obtaining property by deception.

16. Any loss or damage to the property resulting from theft, attempted theft or malicious acts by **You** or any member of **Your Family**.

17. Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any consequential (indirect) loss of any kind.

18. INFECTIOUS OR CONTAGIOUS DISEASE EXCLUSION

Your Insurance Policy does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

GENERAL CONDITIONS

The following conditions apply to the whole of **Your** insurance.

1. REASONABLE CARE

You must keep **Your** property in a good condition and state of repair and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are under way, **You** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

2. ALTERATION OF RISK

You must tell **us** immediately when **You** become aware of any changes in the information **You** have provided to **us** which happen before or during any **Period of insurance**.

When **we** are notified of a change **we** will tell **You** if this affects **Your** policy. For example **we** may cancel **Your** policy in accordance with the cancellation and cooling-off provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

3. CLAIMS

When a claim or possible claim occurs, **You** must notify **us** as soon as possible but no later than 30 days.

For loss or damage claims, **You** must give **us** (at **Your** own expense) any documents, information and evidence **we** need. **You** must also tell the Gardai immediately if the loss is caused by riot, malicious acts, theft or any attempted theft or is being made as a result of loss of property outside of **Your home**.

You must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage occurring.

For liability claims, **You** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **You** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

4. OUR RIGHTS AFTER A CLAIM

We may enter any building where loss or damage has happened, take possession of the insured damaged property, and deal with any salvage in a reasonable manner.

However, **You** must not abandon any property.

Before or after **we** pay **Your** claim under this insurance, **we** may take over, conduct, defend or settle any claim in **Your** name.

We can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

5. DISAGREEMENT OVER AMOUNT OF CLAIM

If **we** accept **Your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **You** and **we** agree to. When this happens, the arbitrator must make a decision before **You** can start proceedings against us. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

6. MORE THAN ONE HOME

Each **home** covered by this insurance will be insured as though a separate document had been sent to each.

7. FRAUD

If **You**, or anyone acting for **You**, makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device,

We may have the right to:

- (a) refuse to pay the claim
- (b) 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, without return of any premium

Should We terminate the policy We shall refuse all liability to You for any claim made after the submission of the Fraudulent Claim but We cannot refuse any claim made before submission of the Fraudulent Claim

8. YOUR PERSONAL REPRESENTATIVES

If **You** die, **we** will insure **Your** legal personal representatives for any liability **You** had previously incurred under the policy, provided they fulfil the terms of the policy.

9. COMPLIANCE WITH CONDITIONS

These conditions apply to all sections of the policy and to all extensions. **You** and all members of **Your Family** permanently residing with **You** must comply with the terms and conditions of this policy.

Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

10. PAYMENT OF PREMIUM

Where payment of premium is not made any cover provided by this policy will be inoperative from the date such premium was due. Where the Insured has agreed under a separate credit agreement to pay the premium by instalments, any default in payment on the due date will automatically terminate the policy cover immediately from the date of such default. Where the policy is cancelled mid-term and a claim has occurred and been paid by **us** during the period insurance in which the policy is to be cancelled, refund of premiums will be made at **our** discretion.

11. POLICY EXCESS

Where any single event results in a claim under more than one section of the policy, the highest Excess only will apply.

12. SERVICE OF SUIT AND JURISDICTION CLAUSE

It is agreed that this Insurance shall be governed exclusively by the law and practice of the Republic of Ireland, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in the Republic of Ireland.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to its care of Wrightway Underwriting Ltd, Wrightway House, Ardcavan Business Park, Ardcavan, Co. Wexford Y35FP8A who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

13. INSURANCE ACT

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**.

14. NO CLAIM DISCOUNT

If **You** have not made a claim or no claim arises under this policy during a **Period of insurance** **we** will reduce the renewal premium in accordance with **our** No Claim Discount scale up to maximum of 6 years.

If **You** make a claim under this policy during a **Period of insurance** **we** will decrease the No Claim Discount to zero years at the following renewal. If **You** make a claim in a **Period of insurance** which is not taken into account in the renewal terms issued to **You**, **we** may reduce **Your** No Claims Discount to zero at the following renewal.

If **You** make a claim under this policy **we** may also apply additional premium loadings, policy conditions and/or cover restrictions at the following renewal.

15. REVISED RENEWAL - LATE NOTIFICATION OF CLAIM

If any claim in the expiring **Period of insurance** has been disregarded in calculation of the No Claim Discount shown in the Renewal Invitation Schedule, **we** may at **our** option recall the original Renewal Invitation Schedule issued and replace it with a revised Renewal Invitation Schedule reflecting the correct No Claim Discount entitlement. The revised renewal premium due is payable on renewal of the policy.

SECURITY

It is important that **You** take all reasonable measures to avoid loss or damage from **Your home** by improving security. By making access to **Your home** difficult, thieves will be put off.

For **You** to get **our home** protection and **home**-alarm protection premium reductions, **You** must fit the security devices and the intruder alarm to the quality shown below. (Intruder alarms and locking devices on doors and windows do not always reduce the premium, as these may be a condition of providing **You** with insurance.)

We may insist that **You** keep **valuables** in a safe.

DOORS

On all doors into **Your buildings**, **You** should fit a 5-lever mortise deadlock to British Standard 3621.

If **You** have French windows or double sliding patio doors, **You** should, where possible, fit mortise security bolts or a key-operated lock to the top and bottom of each opening part of the door.

If **You** have aluminium-framed sliding or patio doors, **You** should, where possible, fit detachable key- operated runner locks.

Key-operated security bolts fitted to the top and bottom of all doors into the property will give **You** greater security.

WINDOWS

All opening sections of basement, ground floor or easily accessible windows without using ladders should be fitted with key operated locks.

If **You** need any help or advice on security for **Your home**, contact a competent Locksmith or member of the Master Locksmith Association.

INTRUDER ALARM

If **You** plan to get a quote for an intruder alarm, **You** should check that the installer is a registered member of the National Approval Council for Security Systems (NACOSS), Integrity 2000, Alarm Inspectorate Security Council or Irish Security Industry Association.

If **You** need any help or advice with intruder alarms, contact the National Approval Council for Security Systems (NACOSS) or Irish Security Industry Association.

HELPFUL HINTS

We recommend that **You** take simple precautions for **Your** own safety to prevent accidents and reduce the likelihood of loss or damage. This could avoid distress and inconvenience as well as financial loss.

FIRE PREVENTION

Do

Check **Your** electrical equipment regularly, make certain that correct fuses are used and do not overload the circuits. Follow maker's instructions, particularly for electric blankets. Hire a competent electrician if **You** are in doubt.

Always unplug non-essential appliances before **You** go to bed at night especially electric blankets. Be careful with cigarette ends, ashtrays and hot irons.

Install a suitable fire extinguisher. One should be placed in the kitchen.

Make sure that all open fires are properly guarded – even if they appear to be out – especially at night. Have **Your** chimney swept, and flues regularly checked, at least once a year (if **You** use open fires).

Don't

Don't smoke in bed.

Don't move or fill oil heaters when they are alight. Don't let children play with matches or fire.

Fires often occur in kitchens. Don't leave a pan of fat unattended on the cooker.

WATER DAMAGE

Insulate exposed water pipes and tanks in the roof area.

Turn off the water supply and drain out the system if **You** leave the property empty in the winter months. Or leave the central heating on throughout the **home** to maintain a constant temperature of 15°C and consider leaving the loft access open so that warm air can move into the roof space. This will minimise the possibility of the pipes and tank freezing.

If, despite **Your** precautions, **Your** pipes freeze, thaw them out slowly using hot water bottles or hair dryers. Never use a blowlamp or warm-air paint stripper gun.

SECURITY

Make sure **You** have good-quality locks (approved to British Standard or equivalent) fitted to all of **Your** external doors and all accessible windows.

Use the door and window protections when **You** leave the **home** unattended – day or night – and remove the keys from the locks (including garage).

Do not leave keys under the mat or inside the letterbox or anywhere else they can be found easily. Leave a light, on a timer, in a room other than the hall when **You** are out in the evening or overnight. Do not leave large sums of **money** at **home**.

Do not leave valuable property in unattended vehicles.

Photograph **Your** valuables and keep copies of valuations and receipts. These are extremely helpful in the event of theft or loss, not only to **us** but also to the Gardai.

If **You** doubt the effectiveness of **Your** existing door or window locks or bolts, please see the main security section.

WHEN YOU GO AWAY ON HOLIDAY

Tell **Your** local Neighbourhood Watch about **Your** holiday.

Stop newspaper and milk deliveries; do not advertise **Your** absence.

Place any valuables, which are not being carried or worn, in safe custody with a bank or other suitable deposit.

Make certain that all doors and windows are closed and locked. If **You** have an alarm, make sure this is switched on.

Leave **Your** key with a trusted neighbour and ask them to look in and inspect **Your home** occasionally.

PART TWO UNDERWRITTEN BY MAPFRE

Part Two a) **Home** Emergency Assistance and Part Two b) including Heating System Servicing

– Underwritten and administered by MAPFRE Asistencia Compania Internacional De Seguros Y reaseguros, S.A. trading as MAPFRE ASSISTANCE Agency Ireland.

This section provides You with cover if You experience an Emergency within Your home and is available to You 24 Hours a day, 365 Days a Year.

This is an important document - please read it carefully and keep it in a safe place, as it outlines the details of **Your Home** Emergency Assistance cover. If **You** experience an emergency at **home** please telephone 091 560649 or if **You** are calling from outside of Ireland telephone +353 91 560649

MAPFRE ASSISTANCE Agency Ireland's contract with **You** is fulfilled when **You** continue the policy at the end of the cooling off period . See the 'Cooling off periods' wording in the 'Additional Clauses' section for more details on **You** cancellation rights.

DEFINITIONS

Certain words within this policy have a particular meaning, which is shown below. Each time **we** use these words, they will have the same meaning wherever they are used in the policy:

Authorised Contractor – A tradesperson authorised in advance by **us** to carry out repairs.

Breakdown – A sudden and unforeseen mechanical or electrical malfunction which results in the unit or system no longer working.

Call Out Charges – The approved contractor labour charges and repair materials up to the limits of cover in the policy.

Catastrophe – A sudden and violent event that brings about great loss or destruction, i.e. natural disasters and/or severe weather conditions.

Claim – Any request for emergency assistance , which **You** make under this policy.

Emergency – An Emergency is defined as an unforeseen or sudden occurrence which results in damage to **Your** domestic property demanding immediate action to: (a) render the property safe and/ or (b) secure the building against further loss or damage.

Emergency Repairs – Work undertaken by an authorised contractor to resolve the emergency by completing a temporary repair or, where possible within the Limits of Cover, a permanent repair.

Insurer – The Underwriter and administrator of this policy; namely MAPFRE ASISTENCIA Compania Internacional de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE Agency Ireland is authorised by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda, in Spain, and is regulated by the Central Bank of Ireland for the conduct of business rules

Limits of Cover – The maximum amount payable towards the cost of the assistance.

Period of Insurance – The period of cover specified in **Your home** insurance schedule, which shall not exceed 365 days unless previously agreed.

Property – The place of residence named in the **Home** Insurance Schedule, comprising private dwelling, garage and/or out**Buildings** used for domestic purposes in the Republic of **Ireland**. This can include private residence, let residential property or holiday **home**.

Temporary Repair – A repair that will resolve an emergency but will need to be replaced by a permanent repair.

We/Us/Our – MAPFRE ASSISTANCE Agency Ireland, its representatives and authorised contractors.

You/Your – The person(s) who has benefit of this policy.

PART TWO A) POLICY COVER

We undertake to provide an Authorised Contractor to undertake Emergency Repairs to secure the Property in an attempt to prevent further damage or loss occurring.

In the event of a Catastrophe event taking place, service times may be affected due to surges in demand and ability to provide Emergency Repairs may be restricted due to inaccessible/dangerous conditions.

YOUR BENEFITS - PART TWO A) EMERGENCY ASSISTANCE

We will provide assistance for emergencies relating to:

Plumbing and Drainage – the sudden or unexpected Breakdown of, or damage to, the plumbing and drainage system which will result in internal liquid damage to **Your** Property. This includes leaking pipes, blocked drains, water tanks, blockages in toilet waste pipes or leaking radiators.

Electrical Supply – the sudden, unexpected Breakdown of the electricity supply (or one phase thereof) within **Your** Property.

Security and Glazing – the sudden or unexpected failure of, or damage caused to external locks, doors or windows only which has rendered **Your** Property insecure, including theft or loss of keys and/ or broken external window glass.

Roofing – damage to the roof of **Your** Property necessitating repair.

Primary Heating System – the complete failure or breakdown of either the heating and/or hot water supply provided by the primary heating system in the Property.

All of the above services are subject to a limit of €260 plus VAT per claim and there is a limit of three assistances per Period of Insurance per policy.

YOUR BENEFITS - PART TWO A) ADDITIONAL SERVICES

Where **we** have carried out an Emergency Repair, **we** will provide (if necessary):

Alternative Accommodation - If **Your** Property is deemed uninhabitable, **we** will provide overnight accommodation for 4 people, at an establishment of **Your** choice. **Subject to a maximum payable**

€50 per person up to a total amount payable of €200 any one incident.

Furniture Storage - If **Your** Property is deemed uninhabitable, and it is necessary to remove household furniture for security reasons, **we** will provide 7 days storage for **Your** furniture and transport to and from the security storage location up to a distance of 50km from **Your** home. Subject to a maximum payable of €200 any one incident.

Urgent Message Relay - When an emergency occurs within **Your** Property, **we** will relay two urgent messages to a **family** member at **home** or abroad.

If **You** need, at any stage, **we** will provide the following services:

Essential Information If **You** need the telephone number of an essential service urgently, simply call the freefone number above and **we** will provide the telephone number for the Hospital, Garda Station, Fire Brigade, 24 Hour Pharmacy or Transport Company.

Home Assistance Hotline In the case of non-emergencies, **we** will provide a hotline for all of the services listed above. Simply call the freefone number and ask for the hotline service and **we** will provide **You** with a contact number for one of **our** Authorised Contractors with whom **You** can discuss the problem and obtain a no obligation competitive quotation for the work involved.

involved.

GENERAL CONDITIONS

The following conditions, which apply to Part Two a) of the policy as a whole, describe **Your** responsibilities, general information and the procedures that apply in certain circumstances. Failure to adhere to these conditions could make the policy invalid or mean **we** may refuse to pay **Your** claim:

- **You** must disclose to **us** all facts or changes which might affect **our** decision in accepting or declining to cover **Your** risk, even if these facts or changes have occurred since the policy was inception/renewed.
- **You** must take reasonable precautions to protect and maintain **Your** property and the services within it, keeping it in a good state of repair.
- If at the time of any Claim, another policy covers the incident, **we** will only pay **our** rateable proportion regardless of what terms & conditions may apply to the other policy.
- It is a condition precedent to liability of the Insurer in respect of any Property which is **Unoccupied** for more than 30 consecutive days, that:
 - mains services are switched off and the water system is drained whenever the **Buildings** are vacated (unless electricity is needed to maintain any fire or intruder alarm system in operation)
 - the Property is inspected thoroughly internally and externally at least once every two weeks by the Insured and a record is maintained of such inspections
 - accumulations of combustible materials such as junk mail are removed during inspection
 - the Property is secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms in operation
 - Whilst **we** will consider **Your** wishes at all times, the service is provided at **our** discretion and it might be necessary to provide an alternative means of assistance in certain circumstances.

If **we** choose to set aside an exclusion, term or condition of this policy in order to accept a Claim, this will not prevent **us** from relying on that exclusion, term or condition in the event of a future Claim.

GENERAL EXCLUSIONS

These General Exclusions, which apply to Part Two a) of the policy as a whole, describe the things which are not covered.

This Policy does not cover any Claims arising out of any of the following:

- Issues outside the Property, namely sheds, unconnected garages and other out **Buildings**
- Primary Heating Systems which have not been maintained in line with manufacturers specifications
- Issues within the Property which existed prior to inception of this policy
- Costs or Actions necessary to remediate the Property over the Limit of Cover
- The cost of any work, which was carried out without **our** approval, including any cost relating to the attempted repair by **You** or **Your** own contractor
- When the work necessary for repair needs to be carried out in Inaccessible/Dangerous Conditions, i.e. roofing during gale force winds, internal spaces of height without suitable guard rails etc
- Any parts not supplied or chosen by **Us**. **our** Authorised Contractor may still carry out the work using these parts but no liability will rest with **us** as a result of a subsequent failure of these parts
- Normal day to day maintenance which should be carried out by **You** in **Your** Property
- Replacement of items within the Property which is necessitated as a result of normal wear and tear
- Any loss arising from subsidence, heave of the site or landslip
- Any loss or Damage arising as a consequence of:
 - War, terrorism, hostilities, civil unrest, act of foreign enemies or similar causes
 - Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste
 - Fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes
- Loss as a result of disconnection or interruption of public utilities services to **Your** Property which is not unique to **Your** Property
- Any investigative work, such as trace and access, which is required to solve the overall problem once the emergency repair has been carried out
- Any incidents where the root cause of the problem emanates from a communal area that **You** do not have sole responsibility for

ADDITIONAL TERMS

1. TERRITORIAL LIMITS

Cover under this policy is restricted to Properties located within the Republic of Ireland

2. JURISDICTIONAL CLAUSE

At all times, this agreement shall be governed by Irish law

3. MAKING A CLAIM

Before requesting assistance and making a claim, please check that the circumstances are covered by this policy.

If **You** experience an emergency at **your** property please telephone the emergency helpline number 091 560 649 quoting the following:

- property address
- **your home** telephone number
- **your** policy number
- a description of the problem
- a telephone number where **You** can be contacted.

We will then aim to arrange a suitable Authorised Contractor to visit **your** Property, as agreed with **You** and the Authorised Contractor, to make an emergency repair.

WARNING: **You** should contact **your** supply company and/or the public emergency services immediately if **You** have a major emergency that puts someone in danger, which could result in personal injury or in serious damage to property, such as a gas leak or a fire.

4. COMPENSATION ARRANGEMENTS

In the event of a justified complaint about **our** service, MAPFRE ASSISTANCE Agency Ireland will pay reasonable compensation to the customer within the limits of the **Home** Emergency Assistance Policy.

5. DATA PROTECTION

We need to obtain personal information from **you** to provide **you** with the policy of insurance. We use **your** personal information in the following ways:

- to provide **you** with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to **our** agents who provide services on **your** behalf under the terms of the policy;
- to confirm, maintain, update and improve **our** customer records;
- to analyse and develop **our** relationship with **you**;
- to help in processing any applications **you** may make;
- to identify and market products and services that may be of interest to **you**, (subject to **your** prior consent);
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by **us** and/or any sectorial organisation in Europe.

We may share **your** details with other companies within the MAPFRE group to support the administration of **your** policy.

We deal with third parties that we trust to treat **our** customers' personal information with the same stringent controls that **we** apply ourselves.

Information which **you** supply to **us** in connection with this policy will be held on **our** computer records and stored according to the GDPR. We will not keep **your** personal information for longer than necessary.

You are entitled on request to receive a copy of the personal information we hold about **you**. This will be information that **you** have given to **us** during **your** policy. We do not hold any information relating to **your** credit status. If **you** would like a copy of **your** information, please contact **our** Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

Under the GDPR **you** also have the below rights in relation to **your** personal data;

- Request correction/rectification of **your** personal data.
- Request erasure of **your** personal data, a right to be forgotten.
- Object to processing of **your** personal data.
- Request restriction of processing of **your** personal data.
- Request transfer of **your** personal data.
- Right to withdraw consent.

If **you** wish to exercise any of these rights please contact **us** at the address above.

We keep records of any transactions **you** enter with **us** or **our** partner companies for six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with **our** legal and regulatory requirements. We may keep other personal information about **you** if it is necessary for **us** to do so to comply with the law.

To assist with fraud prevention and detection we may:

- share information about **you** across **our** group, with other insurers and, where we are entitled to do so under the Data Protection legislation, the Gardai and other law enforcement agencies;
- pass **your** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers;
- check **your** details with fraud prevention agencies and, if **you** give **us** false or inaccurate information and we suspect fraud, we will record this with the fraud prevention agency and other organisations who may also use and search these records to:
 - a) help make decisions about credit and credit related services for **you** and members of **your** household;
 - b) help make decisions on motor, household, credit, life and other insurance proposals and claims for **you** and members of **your** household;
 - c) trace debtors, recover debt, prevent fraud and to manage **your** insurance policies;
 - d) check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
 - e) undertake credit searches and additional fraud searches.

Under the GDPR, the MAPFRE group can only discuss **your** personal information with **you**. If **you** would like anyone else to act on **your** behalf, please contact **us**. **You** can do this by contacting **our** Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

PART TWO B) HEATING SYSTEM SERVICING

Your Benefits – Part Two b) Heating System Servicing if shown as operative on Your schedule

We will provide **You** with an annual boiler service carried out by one of **our** Authorised Contractors. Boiler services are normally undertaken between March and September, Monday to Friday 9am to 5pm. **we** will contact **You** to arrange for an engineer to service the boiler at a time convenient to **you**. This optional extra is a service contract and does not form part of the Insurance contract.

HEATING SYSTEM SERVICING TERMS & CONDITIONS

1. ANNUAL BOILER SERVICE

- a. The Annual Boiler Service includes one Boiler Service and one Boiler Safety Check (as outlined in Clauses 2.1 and 2.2 below)
- b. The Annual Boiler Service does not include any additional labour or any parts which are required to repair the Boiler.
- c. Should a part or additional labour be required to repair the Boiler **You** will be quoted for this separately.

2.1 SCOPE OF ANNUAL BOILER SERVICE

A Service Technician will perform a full Boiler Service on the Boiler. This service will comprise of at least 20 separate diagnostic tests and checks (see below). As part of the Boiler Service the Service Technician will inspect the Boiler and clean and adjust it as required. All visual checks and tests will be carried out in accordance with IS 813 Edition 3 - 2014. The Service Technician will follow manufacturer's instructions, where available.

The following diagnostic tests and checks will be applied to the Boiler:

Visual Inspection:

- a. Check Boiler location
- b. Check Boiler for visual damage
- c. Check correct Boiler operation (including consumer controls and safety devices)

Checks and tests:

- a. Check flue soundness, routing and terminal location
- b. Check size of open vented flue
- c. Cold check effectiveness of flue
- d. Check condensate drainage system (condensing boilers only)
- e. Check appliance location and proximity of combustible materials
- f. Check main burner, remove and clean as necessary
- g. Check pilot burner and probes/cables and clean as necessary
- h. Check heat exchanger and clean
- i. Check operation of flame sensing control
- j. Check operation of Boiler thermostat and high limit thermostat
- k. Check operation of "low water pressure" control
- l. Check for correct ventilation
- m. Check flue guard is fitted when required
- n. Check for flue spillage where appropriate
- o. Check 3 amp fuse fitted
- p. Check Double Pole Isolation Switch fitted
- q. Inspect electrical wiring for damage and correct connection to appliance
- r. Check effectiveness of flue with Boiler running
- s. Check for gas leaks with Boiler running
- t. Test appliance burner pressure
- u. Test effectiveness of functionality of flue with Boiler running
- v. Test and record main burner pressure
- w. Combustion Efficiency Test

2.2 BOILER SAFETY CHECK.

During a Boiler Service Visit, a Service Technician will check the integrity of the Boiler in accordance with Annex C of IS 813 Edition 3 - 2014

3. PAYMENT

- a. The price for the Annual Boiler Service is included in **Your** Wrightway Prime premium for the current policy period.
- b. The price of the Annual Boiler Service is inclusive of VAT at the applicable rate but excludes the cost of any replacement parts for the Boiler.
- c. The price quoted for the Annual Boiler Service is for the service of a central heating boiler. The Annual Boiler Service is for System Boilers and Standard Boilers with a separate pump and includes combination or condensing / high efficiency type boilers.

4. ADDITIONAL CHARGES

- a. An Annual Boiler Service excludes any works to **Your** central heating system unless agreed with MAPFRE ASSISTANCE Agency Ireland or **our** Service Technician. The price for any works to **Your** central heating system will be agreed with **You** by **our** Service Technician prior to commencement.
- b. Once the 45 minute duration of the Annual Boiler Service has elapsed, any additional time spent by the Service Technician repairing the Boiler will be charged in 15 minute units.
- c. If a service of the Boiler takes longer than the 45 minutes included in the price of an Annual Boiler Service, additional charges will apply. All additional charges will be agreed with **You** by **our** Service Technician before any additional costs are incurred by **you**.
- d. An Annual Boiler Service is only available for the service and safety check of a central heating boiler that does not exceed 32kW (110000 BTU approx) output. If the Boiler is not a Standard Boiler or System Boiler, additional charges may apply to the Boiler Service and these will be agreed with **You** prior to commencement.
- e. The Annual Boiler Service does not include the cost of replacement parts for the Boiler.
- f. If in the event that the technician is unable to carry out the service due to the age or condition of the appliance, **Your** service will be deemed to have been carried out.

5. CANCELLATION

- a. If **You** have ordered an Annual Boiler Service over the phone, **You** can cancel the Annual Boiler Service without incurring any charges, up to 24 hours before the service is due to be carried out.
If **You** cancel less than 24 hours before the Annual Boiler Service is due to be carried out, **we** will charge **You** a cancellation fee equal to €30.
You will be deemed to have cancelled with less than 24 hours notice if, without at least 24 hours prior notice to us, the Service Technician cannot access **Your home** to carry out the Annual Boiler Service at and on the agreed time and day or if the Service Technician cannot gain sufficient access to the appliance within **Your home** to complete the work.
If **You** cancel the Annual Boiler Service, the Authorised Contractor will have no further obligations with respect to the Boiler.
- b. If **You** terminate the Annual Boiler Service, MAPFRE ASSISTANCE Agency Ireland will have no further obligations with respect to the Boiler.

6. TERMINATION

- a. MAPFRE ASSISTANCE Agency Ireland shall be entitled to terminate **Your** Annual Boiler Service at any time without giving a reason.
- b. Upon termination by MAPFRE ASSISTANCE Agency Ireland, **we** will have no further obligations with in relation to the Boiler.

7. PROVISION OF SPARE PARTS

- a. The Service Technician may, while carrying out the Annual Boiler Service, identify parts or component failure or potential failure of same in the Boiler. The Service Technician will advise **You** of the cost of replacement of any such parts and if necessary, but subject to **Your** authorisation, will supply and fit replacement parts and/or components as is required. Title to any replacement parts and/ or components will only pass to **You** when **You** have paid MAPFRE ASSISTANCE Agency Ireland for them.
- b. Replacement parts and/or components may not be the same as the parts and/or components being replaced and may not be manufactured by the original manufacturer.
- c. MAPFRE ASSISTANCE Agency Ireland will not be responsible for any delay in the provision or unavailability, of spare parts by suppliers or manufacturers.
- d. Any parts or components which are removed from the Boiler by the Service Technician will, unless **You** request otherwise, be taken away for disposal by the Service Technician.
- e. A warranty of one year will apply to any parts installed by MAPFRE ASSISTANCE Agency Ireland from date of installation.

- f. If the Service Technician needs to leave the premises to source replacement components and/or parts, payment for the Service and any additional labour charges (if applicable) will be required before the Service Technician returns to replace components and/or parts. A MAPFRE ASSISTANCE Agency Ireland customer service representative will advise **You** of any additional costs for the replacement components and/or parts and fitting and payment in full will be required before scheduling a visit to replace components and/or parts.
- g. In certain circumstances depending on the cost or availability of a replacement component or part, MAPFRE ASSISTANCE Agency Ireland will require payment in full in advance for the replacement component or part upon ordering.

8. WARRANTIES

- a. All work undertaken by the Service Technician while servicing the Boiler carries a sixty (60) day warranty from the date the work is carried out by the Service Technician.
- b. Subject to the other provisions of this Clause, if **You** have any problems with the Boiler within the warranty period of sixty days referred to at Clause 8.a, there will be no call out charge applied if the Service Technician has to call back. If, when the Service Technician calls back, he/she identifies a problem with the Boiler that is not related to the Annual Boiler Repair Service, the Service Technician will advise **You** of the cost of the labour and any replacement parts necessary to rectify the matter. Subject to **Your** approval, the Service Technician will then try to fix the problem and **You** will be charged for the time it takes for the Service Technician to fix the problem and for the cost of any replacement components and/or parts. Time will be agreed and charged in advance of the installation.

You warrant that:

- (a) **You** are the owner of the Premises or otherwise have legal authority to enter into this Agreement; and (b) **You** have obtained and maintained all necessary licences, permissions, including planning permissions, and consents which may be required before the date on which the Annual Boiler Service is to be carried out.

9. CONDITION OF BOILER

- a. The Boiler may not have been manufactured or installed satisfactorily or to the prevailing standards or regulations at the time of manufacture or installation. **we** do not accept any responsibility for any inadequacy attributable to the original design, manufacture or installation of any boiler and make no warranty as to fitness for purpose or condition.

10. SUB-CONTRACTORS

- a. **we** reserve the right to use sub-contractors to carry out all or any part of the Annual Boiler Service.

11. LIMITATION OF LIABILITY

- a. **we** shall not be liable if we, and/or the Service Technician, are unable to carry out **our** obligations due to industrial disputes or any other cause outside **our** reasonable control, including but not limited to Acts of God, explosion, flood or other natural disaster, lightning, tempest, fire or accident; war or threat of war, sabotage, insurrection, riot, invasion, terrorist attack or threat of terrorist attack, civil disturbance or disorder, industrial disputes, strikes and lockouts; acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental authority; import or export regulations or embargoes; defaults of suppliers or sub-contractors; or any act or omission of any nature whatsoever on the part of the customer or its agents.
- b. **we** have no obligation, duty or liability to **You** in contract, tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care, except that nothing herein purports to disallow liability for fraud or liability in the event of the death or personal injury of the customer attributed to MAPFRE ASSISTANCE Agency Ireland and nothing herein purports to contract out of the implied undertakings as to quality of service in section 39 of the Sale of Goods and Supply of Services Act 1980.
- c. **our** sole liability, and **Your** sole remedy, in contract, tort, or otherwise (excluding any liability for fraud or death or personal injury) shall be limited to €1,000.
- d. Subject to clause 11.c, **we** will not be liable to **You** under this Agreement in contract, tort or otherwise for any indirect damages or economic loss, including but not limited to loss of revenue, business, contracts, predicted savings or profits.
- e. Except as set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the this Agreement.
- f. This clause 11 shall survive termination of this Agreement.

12. DATA PROTECTION

We need to obtain personal information from **you** to provide **you** with the policy of insurance. We use **your** personal information in the following ways:

- to provide **you** with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to **our** agents who provide services on **your** behalf under the terms of the policy;
- to confirm, maintain, update and improve **our** customer records;
- to analyse and develop **our** relationship with **you**;
- to help in processing any applications **you** may make;
- to identify and market products and services that may be of interest to **you**, (subject to **your** prior consent);
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by **us** and/or any sectorial organisation in Europe.

We may share **your** details with other companies within the MAPFRE group to support the administration of **your** policy.

We deal with third parties that we trust to treat **our** customers' personal information with the same stringent controls that we apply ourselves.

Information which **you** supply to **us** in connection with this policy will be held on **our** computer records and stored according to the GDPR. We will not keep **your** personal information for longer than necessary.

You are entitled on request to receive a copy of the personal information we hold about **you**. This will be information that **you** have given to **us** during **your** policy. We do not hold any information relating to **your** credit status. If **you** would like a copy of **your** information, please contact **our** Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

Under the GDPR **you** also have the below rights in relation to **your** personal data;

- Request correction/rectification of **your** personal data.
- Request erasure of **your** personal data, a right to be forgotten.
- Object to processing of **your** personal data.
- Request restriction of processing of **your** personal data.
- Request transfer of **your** personal data.
- Right to withdraw consent.

If **you** wish to exercise any of these rights please contact **us** at the address above.

We keep records of any transactions **you** enter with **us** or **our** partner companies for six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with **our** legal and regulatory requirements. We may keep other personal information about **you** if it is necessary for **us** to do so to comply with the law.

To assist with fraud prevention and detection we may:

- share information about **you** across **our** group, with other insurers and, where we are entitled to do so under the Data Protection legislation, the Gardai and other law enforcement agencies;
- pass **your** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers;
- check **your** details with fraud prevention agencies and, if **you** give **us** false or inaccurate information and we suspect fraud, we will record this with the fraud prevention agency and other organisations who may also use and search these records to:
 - a) help make decisions about credit and credit related services for **you** and members of **your** household;
 - b) help make decisions on motor, household, credit, life and other insurance proposals and claims for **you** and members of **your** household;
 - c) trace debtors, recover debt, prevent fraud and to manage **your** insurance policies;
 - d) check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
 - e) undertake credit searches and additional fraud searches.

Under the GDPR, the MAPFRE group can only discuss **your** personal information with **you**. If **you** would like anyone else to act on **your** behalf, please contact **us**. **You** can do this by contacting **our** Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

13. COMPLAINTS PROCEDURE

- a. If **You** are unhappy with any service or contact **You** have with us, **You** can register **Your** complaint with **us** in any of the following ways:

By calling **our** customer contact team at 091 560649; By email to customer.service@MAPFRE.com

By letter to MAPFRE ASSISTANCE Agency Ireland, Ireland Assist House, 22-26 Prospect Hill, Galway

14. GENERAL

- a. Notices: Any notice or account sent by ordinary post pursuant to the Annual Boiler Service shall be deemed to have been received on the day that is the second postal day after the day of such posting. Any notice sent by the customer by electronic mail shall be deemed to have been received upon confirmation of receipt from the Authorised Contractor by electronic mail or by post.
- b. Any notice required or permitted to be given by the customer shall be in writing addressed to **Ireland** Assist House, 22-26 Prospect Hill, Galway or such other address or electronic mail address as may be provided to the customer by MAPFRE ASSISTANCE Agency Ireland from time to time.
- c. Amendments: **we** reserve the right to change the Terms and Conditions of this Agreement by giving written notice to **You** as soon as is reasonably practicable prior to the changes being introduced.
- d. No waiver: No forbearance, indulgence or relaxation on the part of MAPFRE ASSISTANCE Agency Ireland shown or granted to the customer shall in any way affect, diminish, restrict or prejudice the rights or powers of MAPFRE ASSISTANCE Agency Ireland or operate as or be deemed to be a waiver of any breach of these Terms and Conditions.
- e. Severance: If any provision of the Annual Boiler Service is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.
- f. Governing Law: This Agreement shall be governed by and construed in accordance with Irish law. The parties submit to the exclusive jurisdiction of the courts of Ireland.
- g. Entire Agreement: The parties acknowledge that this Agreement constitutes the complete agreement between the parties and supersedes all prior statements, understandings, agreements, representations or communications whether written or oral between the parties relating to the subject matter hereof, but no term purports to exclude liability for fraud.

15. DEFINITIONS

- 'Agreement' means this Annual Boiler Service Agreement;
- 'Boiler' means the boiler on which the Boiler Annual Boiler Service and Boiler Safety Check are to be carried out;
- 'Boiler Service' means a service of a boiler as described in clause 2.1;
- 'Boiler Safety Check' means a safety check of a boiler as described in clause 2.2;
- 'Annual Boiler Service' means a call-out by a Service Technician to perform a Boiler Service and a Boiler Safety Check;
- 'MAPFRE ASSISTANCE Agency Ireland', 'us' or 'we' means MAPFRE ASSISTANCE Agency Ireland, the Insurer and service provider of this agreement, with address at Ireland Assist House, 22-26 Prospect Hill, Galway
- 'Customer' or '**you**' means the customer(s) who makes this Agreement with us;
- 'IS 813 Edition 3 - 2014' means Irish Standard 813 Edition 3 - 2014 for Domestic Gas Installations as laid down by the National Standards Authority of Ireland (as amended), and any reference in these Terms and Conditions to a specific provision of IS 813 Edition 3 - 2014 shall be a reference to such provision as amended or replaced from time to time;
- 'Parties' means **us** and **you**;
- 'Premises' means the premises where the Boiler Service is to be carried out;
- 'Service Technician' means a qualified and experienced engineer engaged by MAPFRE ASSISTANCE Agency Ireland to carry **our** boiler servicing and repair works;
- 'Standard Boiler' means an appliance that contains a domestic central heating boiler only;
- 'System Boiler' means an appliance that contains a domestic central heating boiler and plumbing components including a circulating pump, expansion vessel and safety valve plus internal piping connecting these devices together.
- 'Terms and Conditions' means these terms and conditions; and
- 'VAT' means value added tax at the applicable rate from time to time Initial callout fee will not be waived in the event that a full repair is not carried out

WRIGHTWAY UNDERWRITING LTD IS REGULATED BY THE CENTRAL BANK OF IRELAND.

PART ONE

Underwritten by 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.

PART TWO A) & B)

Underwritten by MAPFRE ASISTENCIA COMPANIA INTERNACIONAL DE SEGUROS Y REASEGUROS, S.A trading as MAPFRE ASSISTANCE Agency Ireland

Authorised by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda, Spain.

Is Regulated by the Central Bank of Ireland for conduct of business rules.

MAPFRE ASSISTANCE Agency Ireland having its registered office at Ireland Assist House,
22-26 Prospect Hill, Galway, Ireland.

(Registration Number 903874)

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Wrightway Underwriting Ltd

Wrightway House
Ardcavan Business Park
Ardcavan
Co Wexford Y35 FP8A

Phone: +353 53 916 7100

Fax: +353 53 914 3999

www.wrightway.ie



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