

AMETHYST

ORIGINAL

All Risks Mid Net Worth
Home Insurance Policy

Republic of Ireland - 2018

Insured by

LLOYD'S

Underwriters

Provided by

Plum
UNDERWRITING

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Welcome to Plum Underwriting Ltd

Thank you for choosing to insure your home with Plum Underwriting Ltd.

Plum Underwriting Ltd is a specialist home insurance provider, established in 2002. We offer our products to our broker partners in the UK and Ireland, and have built a consistently good reputation based on our excellent customer service and underwriting strengths.

We strive to ensure that you, the policyholder, receive a home insurance policy that is tailored to meet your individual requirements.

We choose our insurers who cover the risks in the policy very carefully, based on their financial strength and service capabilities. The insurer(s) for your policy is as detailed in your policy schedule. Our claims service is designed to respond when you need it most – 24 hours a day, 7 days a week.

We are delighted to be given the opportunity to insure your home and can assure you that we will do all we can to keep you as a valued customer for many years ahead.



David Whitaker
Managing Director

Your Policy

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

Your policy sets out clearly what is and what is not covered and to assist **you**, any words or phrases with special meanings have been defined and are in bold.

The **policy** sections are:

- | | |
|---|---|
| 1. Your Buildings | 4. Your Legal Liability to your Domestic Employees |
| 2. Your Contents inc. Fine Art, Antiques & Valuables | 5. Home Emergency |
| 3. Your Legal Liability to the Public | 6. Legal Expenses & Identity Theft |

Your Policy Documentation

It is essential that **you** read **your policy** very carefully.

Words or phrases with special meanings are shown in bold text and are defined under the 'Definitions – Words with Special Meanings' section.

Your schedule details which sections are operative and which **insurer** is providing the cover under each section.

Accessibility

Upon request Plum Underwriting Ltd can provide Braille, audio or large print versions of the **policy** and the associated documentation including the **policy** summary document. If requested Plum Underwriting Limited can also provide a copy of the **policy** in the Irish language. If **you** require an alternative format **you** should contact Plum Underwriting Ltd through whom this **policy** was arranged.

Language

The language of this insurance contract and all communications relating to it will be in English.

Policy Fees

Plum Underwriting Ltd apply fees to administer all Plum policies. Full details regarding our **policy** fees can be found on **your schedule** and **policy** summary.

Please note that should **you** choose to cancel **your policy** within the 'Cooling-Off Period', the new business/incepting of cover fee will be refunded to **you** and no cancellation fee will be charged. Please see the 'Cooling Off & Cancellation' section within the **policy** wording for full details.

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 take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- (a) treat this **policy** as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this **policy** as if it had never existed, refuse to pay all claims and return the premium **you** have paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- (ii) treat this **policy** as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this **policy**; or
- (2) give **you** notice that **we** will treat this **policy** and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this **policy**.

If this **policy** is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

Change in Circumstances

You must tell **us** within fourteen (14) days of **you** becoming aware of any changes in the information **you** have provided to **us** which happens 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.

Cooling Off and Cancellation

Cooling-Off Period

If **you** find this insurance does not meet **your** requirements, **you** are entitled to cancel this insurance by notifying **us** through **your broker or insurance intermediary** in writing, by email or by telephone within 14 days of either the date **you** receive **your policy** documentation or the start of the **period of insurance**, whichever is the later.

Your broker or insurance intermediary contact details are shown on **your schedule**.

We will refund any premium **you** have paid, providing that **you** have not made a claim.

Cancellation

1. Cancellation of **your policy** by **you**:

You may cancel this **policy** at anytime by notifying **us** through **your broker or insurance intermediary** in writing, by email or by telephone.

Your broker or insurance intermediary contact details are shown on **your schedule**.

2. Cancellation of **your policy** by **us**:

We may cancel this **policy** or any part of it if there are serious grounds to do so by giving **you** 30 days written notice through **your broker or insurance intermediary** detailing the reason for cancellation by recorded delivery to the correspondence address stated on **your schedule**.

We will detail the reason for the cancellation in **our** written notice to **your broker or insurance intermediary**.

Examples of where **we** would cancel **your policy** are as follows:

1. Where Plum Underwriting Ltd has been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker or insurance intermediary**.
If **you** pay **your** premium to **us** through a direct debit facility, **we** will allow 30 days for the premium to be brought up to date. If **you** fail to do so **we** will cancel from the date at which **you** have paid the relevant premium.
2. A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
3. Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
4. **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
5. If **you** have acted fraudulently in any way.
6. **You** have deliberately or falsely overstated information given to **us**.

3. Cancellation by **us** following a fraudulent claim:

If **you** make a fraudulent claim under this **policy** **we** will cancel **your policy** from the date of the fraudulent act and **we** will retain 100% of the premium.

4. Premium refund following cancellation of **your policy**:

In the event of cancellation by **you**, **your** premium refund will be calculated as follows:

If **you** cancel after the initial 14 day 'cooling off' period any refund will be on a proportional basis less the **policy** fee and always subject to the **period of insurance** being claim free.

If **you** have made a claim in the **period of insurance** being cancelled **we** will retain 100% of the premium and no refund will be due to **you**.

In the event of cancellation by **us**, **your** premium refund will be calculated as follows:

Any refund will be on a proportional basis and always subject to the **period of insurance** being claim free. If **you** have made a claim **you** will not be eligible for a refund and **you** must pay **us** any amount **you** still owe **us** for the full annual period for which **you** have been insured.

Customer Service & Complaints Procedure

The **insurers**, Plum Underwriting Ltd and **your broker or insurance intermediary** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker or insurance intermediary** shown on **your schedule**.

Customer Complaints Procedure

In the event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown on **your schedule**.

The contact details for complaints regarding Section 5 - Home Emergency and Section 6 - Legal Expenses and Identity Theft are set out in those sections of cover.

Financial Services Ombudsman

Complaints that Plum Underwriting Ltd or **insurers** cannot resolve may be referred to the Financial Services Ombudsman. The Financial Services Ombudsman is a statutory officer who deals independently with unresolved complaints from consumers about their individual dealings with all financial service providers. It is a free service to the complainant.

You can refer **your** complaint to the Financial Services Ombudsman if **you** have not received a final response in respect of **your** complaint within 40 business days of the date **your** complaint was received by the parties detailed in the complaints procedure shown on **your schedule** or if **you** are unhappy with the decision following **your** complaint.

You can contact the Financial Services Ombudsman as follows:

Financial Services Ombudsman

3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Ireland.

Tel: +353 1 6 620 899

Fax: +353 1 6 620 890

Email: enquiries@financialombudsman.ie

For more information contact them on the above number or address, or view their website www.financialombudsman.ie

The complaint procedure does not affect **your** right to take legal action.

Authorisation, Regulation & Compensation

Plum Underwriting Ltd

Plum Underwriting Limited is registered in England and Wales: 04509589, 50 Fenchurch Street, London, EC3M 3JY, United Kingdom.

Plum Underwriting Limited is authorised and regulated by the Financial Conduct Authority, FRN 309166 in the United Kingdom and follows the Central Bank of Ireland for conduct of business rules in Ireland.

Your Insurer

The **insurers** for **your policy** are detailed on **your schedule** under the 'Insurers' section.

You can also visit the Plum Underwriting Ltd website which shows further detail at www.plum-underwriting.com/about/republic-of-ireland-insurers

All **insurers** providing cover under this **policy** are authorised in the United Kingdom by the Prudential Regulation Authority and regulated in the United Kingdom by the Financial Conduct Authority and the Prudential Regulation Authority and follow the Central Bank of Ireland for the conduct of business rules in Ireland unless stated otherwise on **your schedule**.

Further details can be found on the Financial Services Register at www.fca.org.uk/register

The Financial Conduct Authority (United Kingdom)

The Financial Conduct Authority (FCA) in the United Kingdom want consumers to use financial services with confidence and have products that meet their needs from firms and individuals they can trust.

To achieve this, the FCA regulates firms and financial advisers in the United Kingdom so that markets and financial systems remain sound, stable and resilient and their aim is to help firms put the interests of their customers and the integrity of the market at the core of what they do.

You can contact the FCA as follows:

The Financial Conduct Authority
25 The North Colonnade, London E14 5HS, United Kingdom.

Telephone: +44 (0)20 7066 1000

Email: consumer.queries@fca.org.uk

Prudential Regulation Authority (United Kingdom)

The Prudential Regulation Authority's (PRA) role is defined in terms of two statutory objectives to promote the safety and soundness of banks, building societies, credit unions, insurers and major investment firms and specifically for insurers, to contribute to the securing of an appropriate degree of protection for policyholders.

You can contact the PRA as follows:

The Prudential Regulation Authority
Bank of England
Threadneedle Street
London EC2R 8AH
United Kingdom

Telephone: +44 (0)20 3461 4878

Email: enquires@bankofengland.co.uk

United Kingdom Financial Services Compensation Scheme

All **insurers** providing cover under this **policy** and Plum Underwriting Limited are members of and are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an **insurer** or Plum Underwriting Limited is unable to meet its obligations to **you** under this contract.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. The Scheme contact details are as follows:

Financial Services Compensation Scheme
PO Box 300, Mitcheldean, GL17 1DY, United Kingdom.

Telephone: +44 (0)20 7741 4100

Further information about the Scheme is available from the Financial Services Compensation Scheme: www.fscs.org.uk.

Subscribing Insurers' Several Liability

Your policy or sections of **your policy** may be underwritten by more than one **insurer**. **Your schedule** confirms who the **insurer(s)** are for **your policy** or section of **your policy**.

Where there is more than one **insurer** noted, each **insurer** is solely responsible for their own percentage of **your policy** or section of **your policy**, they are not responsible for any other **insurer(s)** percentage of **your policy** or section of **your policy**.

The responsibility does not pass to any other **insurer** noted in the event that for whatever reason, another **insurer** does not satisfy all or part of its obligations under **your policy** or section of **your policy**.

This is standard procedure where more than one **insurer** is underwriting **your policy** or section of **your policy**. **You** can rest assured that Plum Underwriting Ltd chooses **insurer(s)** that are financially stable and professional ensuring that they will always meet their obligations in accordance with **your policy** or section of **your policy**.

You can also visit the Plum Underwriting Ltd website which shows further detail at www.plum-underwriting.com/about/republic-of-ireland-insurers

Laws Applying

Choice of Law and Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to the inception of this **policy**, this insurance shall be governed by the laws of the Republic of Ireland and subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

United Kingdom Contracts (Right of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the United Kingdom Contracts (Right of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of any third party which exists or which is available apart from the Act.

Protecting your Information

All personal information about **you** will be treated as private and confidential by Plum Underwriting Ltd and the **insurers** (even when **you** are no longer a customer), except where the disclosure is made at **your** request or with **your** consent in relation to administering **your** insurance or where Plum Underwriting Ltd or the **insurers** are required by law.

Some or all of the information **you** supply to Plum Underwriting Ltd in connection with **your** insurance proposal may be passed to the **insurers** and other companies for underwriting, claims and premium collection purposes. **Your** data will be held in accordance with the United Kingdom Data Protection Act 1998, and the Republic of Ireland Data Protection (Amendment) Act 2003 under which **you** have a right of access to see personal information about **you** that is held in the records of Plum Underwriting Ltd, whether electronically or manually. If **you** have any queries, please write to **your broker or insurance intermediary**.

Plum Underwriting Ltd and/or the **insurers** and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify **your** identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on **your** behalf. Each of the searches may appear on **your** credit report whether or not **your** application proceeds.

By agreeing to these terms and conditions **you** agree to these uses of **your** information.

Insurance Act 1936

All monies which become or may become due under this **policy** shall in accordance with Section 93 be payable and paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

The appropriate Stamp Duty has been paid or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Government Charges

The First Premium herein includes any such charges.

Currency

It is understood and agreed that the currency of all premium, **sum insured**, payments and **excesses** shown in the **schedule** of this **policy** or any subsequent renewal notice or endorsement relating thereto shall be deemed to be the Euro.

How to Make a Claim

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section 'How to Make a Claim' on **your schedule** for the contact details.

When notifying a claim, please provide **your** name, **policy** number (shown on **your schedule**), the name of **your broker or insurance intermediary** and full details of the loss or damage.

There are a number of claims conditions that operate. Please refer to the 'Claims Conditions' section of this **policy** wording as well as the individual sections of cover which explain **your** duties in the event of a claim and how **we** deal with **your** claim.

Emergency repairs

If emergency repairs are required to prevent further damage **you** should arrange for them to be completed as soon as practically possible.

Should **you** require an emergency plumber or electrician please call the emergency number shown on **your schedule** and simply quote **your policy** number.

Please note that Section 5 of this **policy** covers **you** for Home Emergencies.

Definitions - Words with Special Meanings

The following definitions apply to all sections of this **policy** unless otherwise stated. Additional definitions are shown in the sections to which they apply.

Accidental Damage

Sudden and unintentional physical damage that occurs unexpectedly and not through wear and tear, breakdown or malfunction.

Act of Terrorism

An act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Bank Cards

Credit cards, chargecards, debit cards, bankers cards and cash dispenser cards which belong to **you**.

Bodily Injury

Physical harm or damage to someone's body including death or disease.

Buildings

The **home** including fixtures and fittings, fitted appliances, lifts, integral garages, **outbuildings**, greenhouses, sheds, stables, tennis courts, **swimming pools**, hot tubs, septic tanks, domestic oil or gas tanks, paved terraces, ornamental fountains and ponds, lamp posts, house signs, alarms, fixed radio and television aerials, fixed satellite dishes and their fittings and masts, drives, patios, paths, walls, gates, hedges and fences, solar panels, wind turbines, interior decorations all owned by **you** or for which **you** are legally liable at the address shown on **your schedule**.

Also included are underground services, sewers, pipes, cables and drains which connect to the public mains.

Buildings do not include land or water.

Computer Viruses

A set of corrupting, harmful or otherwise unauthorised instructions or code including any malware or a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network.

Contents

Household goods and personal property that belong to **you** or for which **you** are legally liable subject to the limits shown under section 2.

This definition includes **fine art and antiques, valuables, home business contents and tenant's/ leaseholder's fixtures and fittings**.

Contents do not include:

- land or water
- any part of the **buildings**
- any property which is more specifically insured by another insurance
- any living creature
- motor vehicles and trailers (except those used for the domestic care of gardens, horses and pets within the boundaries of the **home**, motorised sit-in toys/miniature vehicles, motorised wheelchairs/powerchairs and mobility scooters)
- caravans and accessories
- watercraft other than those defined as **watercraft**
- property which **you** use for business purposes other than **your home business contents**
- **students and boarders possessions**

Domestic Employee(s)

Any person employed by **you** under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.

Endorsement(s)

A change in the terms and conditions of this insurance that can extend or restrict cover.

Excess

The amount stated on **your schedule** or **endorsement(s)** which **you** will be responsible for paying in the event of each and every claim.

Fine Art and Antiques

Individual items, collections and sets which are of artistic merit, historical value, novel, rare and/or unique including:

- antique and designer-made furniture, paintings, drawings, etchings, prints, photographs, tapestries, carpets, rugs, books and manuscripts
- sculptures, ornaments, porcelain and glass
- clocks, barometers, mechanical art and objects d'art
- stamp, coin and medal collections, wines, memorabilia and other collectables such as models and dolls all belonging to **you** or for which **you** are legally responsible

Fine art and antiques do not include **valuables**.

Heave

Upward movement of the ground beneath the foundations of the **buildings** as a result of the soil expanding.

Home

The private dwelling at the address shown on **your schedule** and its **outbuildings**.

Home Business

Office work which **you** and **your** employees carry out in **your home**.

Office work means clerical and administrative work only. It does not include any kind of manual work or the use of any machinery other than office equipment.

Home Business Contents

Office furniture and equipment, stationery, office supplies, software, books, records and documents in **your home** all belonging to the **home business** or for which the **home business** is legally responsible.

Landslip

Downward movement of sloping ground.

Money

- current legal tender, cheques, travellers cheques, postal or money orders
- travel and seasonal travel tickets
- premium bonds, savings certificates and share certificates
- gift vouchers, luncheon vouchers, phone cards, current postage stamps (not forming part of a stamp collection) and saving stamps
- electronic cash prepayment cards

kept by **you** for private, domestic and charitable purposes for which **you** are legally responsible.

Outbuildings

Additional buildings set apart from the **home** and at the same address, including detached garages but not greenhouses or sheds.

Period of Insurance

The length of time the insurance is in force as shown on **your schedule**.

Policy

- The **policy** wording (see the wording reference stated on **your schedule** which confirms which **policy** wording is applicable to **you**)
- **Your schedule**
- Any **endorsement(s)** shown on **your schedule**

Premises

The address which is named on **your schedule**.

Rebuilding Expenses

- Costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or rebuilding of the **buildings**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- Costs incurred to comply with government or local authority requirements provided that the **buildings** were originally constructed according to any government and local authority regulations at the time, and **you** received notice of the requirement after the damage giving rise to the claim occurred

Schedule

Your schedule forms part of this insurance and contains details of the **insurers, you, your** statement of fact, the **premises**, the **sum insured**, the **excess**, any **endorsement(s)**, the **period of insurance** and sections of this insurance that apply.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

Students and Boarders Possessions

The personal property (excluding **valuables**) of a permanent member of **your** household whilst living away from **home** at boarding school and/or studying full time at university or college.

Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

Sum(s) Insured

The amounts shown against each section, limit and/or item on **your schedule** and/or in this **policy**.

Swimming Pools

Swimming pools which are permanently installed.

Tenant's/Leaseholder's Fixtures and Fittings

Alterations, fixtures and fittings, decorations and improvements which **you** or previous occupiers have made as tenant or leaseholder for which **you** are responsible for insuring and are not covered by the landlord's or any other insurance.

Unoccupied

When the **home** has not been lived in and occupied overnight by **you** (or a person **you** have authorised) for more than 60 consecutive days.

Valuables

Precious metals, gemstones, jewellery, watches, furs and guns which belong to **you**. Precious metals means gold, silver and platinum, including gold and silver plate.

Watercraft

- sailboards, surfboards, dinghies, hand-propelled and motorised boats of less than 16 feet or 4.8 metres in length
- motorised **watercraft** with an engine of 25 horsepower or less

We/Us/Our/Insurer(s)

Insurers as named on **your schedule**.

You/Your

Sections 1 – 4

The person or persons, organisation or company named on **your schedule** as policyholder(s), all members of their family (including foster children and children of co-habiting partners), their civil partner or co-habiting partner and **domestic employee(s)** who all permanently live in the **home**.

Your Broker or Insurance Intermediary

The person or persons who placed this insurance on **your** behalf.

General Conditions

The following general conditions apply to all sections of this **policy**. Additional conditions are shown in the sections to which they apply.

If **you** fail to comply with any of the general conditions this insurance may become invalid, or affect the settlement of any claim under this **policy**.

1. Multiple Premises

Each **premises** included under this insurance is considered to be covered as if separately insured.

2. Safeguarding your Property

You must take all steps to:

- safeguard **your** property at all times to prevent loss or damage
- maintain **your** property to a good state of repair
- prevent accident or injury.

3. Building Works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than €25,000, **you** must tell **your broker or insurance intermediary** about the work at least 14 days before the work starts and before **you** enter into any contract for the works.

If **you** do not tell **your broker or insurance intermediary** where the estimated cost is more than €25,000, **we** will not pay **your** claim.

You do not need to tell **your broker or insurance intermediary** if the work is for redecoration only.

4. Index Linking

Your buildings sum insured under Section 1 of the **policy** is increased monthly in line with the Building Cost Index as issued by the Department of the Environment.

Your contents sum insured under Section 2 of the **policy** (but not **valuables** or **fine art sum insured**) is increased monthly in line with the Consumer Price Index.

For **your** protection, if either index falls below zero **we** will not reduce the **sum insured**. No charge is made for index linking during the **period of insurance** but at renewal **your** premium will be calculated on the adjusted **sum insured**.

5. Fraud Prevention

In order to protect the interests of **our** policyholders and to prevent and detect fraud, **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Gardaí
- Check and/or file **your** details with fraud prevention agencies and databases
- Undertake credit searches and additional fraud searches.

If **you** provide false or inaccurate information and fraud is identified, details will be passed to the fraud prevention agencies and databases to prevent fraud and money laundering.

We can supply on written request to **us** details of the databases **we** access or contribute to.

6. Assignment

You cannot transfer **your** interest in this **policy** to anyone else without **our** written agreement.

7. Other Insurance

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

This condition does not apply to Fatal Injury (Section 1 – Your Buildings – Special Extension 13 OR Section 2 – Your Contents including Fine Art, Antiques and Valuables – Special Extension 7).

8. Sums Insured

You have an ongoing duty to ensure that **your sum insured** represents the full value of the property insured.

For **your buildings**, the full value is the estimated cost of rebuilding if **your buildings** were destroyed (this is not the same as the market value). It must be adequate to include **rebuilding expenses**.

Your sum insured for general **contents** must be the cost to replace as new.

Your sum insured for **fine art and antiques**, and **valuables** must reflect the current market value.

If, at the time of any loss or damage the **sum insured** does not represent the full value of the property insured, **we** will follow the 'Information You Have Given Us' and 'Change in Circumstances' notice detailed under 'Your Policy Documentation' section.

9. Fraudulent Claims

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement **we**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- (c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above:

- (i) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **we** need not return any of the premium paid.

10. No Claim Discount

If **you** make a claim under **your policy** **we** will reduce **your** no claim discount at the renewal date of **your policy**.

If **you** do not make a claim under **your policy** **we** will increase **your** no claim discount at the renewal date of **your policy** until **you** reach a maximum of 5 years.

General Exclusions

The following general exclusions apply to all sections of this **policy**. Additional exclusions are shown in the sections to which they apply.

What is not covered:

1. Any loss or damage:
 - that is not associated with the incident that caused **you** to claim.
 - that commenced before cover starts.
 - caused by willful acts by **you** or where any member of **your** family or household is concerned as principal or accessory or any of **your** employees.
 - or liability caused by deception other than by any person using deception to gain entry to **your home**.
 - caused by or resulting from the **premises** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority.
 - caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure.

Wear & tear excluded under this policy include for example the following:

- Damp formed over a period of time.
- Blocked or poorly maintained guttering.
- Failure of a flat roof due to age.
- Worn out carpets.

Mechanical & electrical breakdown excluded under this policy include for example the following:

- electrical failure of electrical components in televisions or computers.
 - mechanical failure of a clock mechanism.
2. Any loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature caused by or contributed to or 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, or
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
 3. Any loss, damage, expense, or legal liability caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
 4. Any loss or destruction of or damage to any property, or any loss or expenses resulting or arising from, or any legal liability 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.
 5. Any loss or damage or liability occasioned by, happening through or resulting from:
 - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
 - 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. Any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from:
 - a) any legal liability of whatsoever nature; or
 - b) death or injury to any person,caused by or contributed to, by or arising from biological or chemical contamination due to or arising from:
 - an **act of terrorism**; and/or
 - steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived **act of terrorism**.

7. Any loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
8. Any benefit under this **policy** to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.
9. Loss or damage caused by or resulting from the presence of pyrite or iron pyrite within the **buildings**.
10. Any claim under this policy unless **you** transact **your** Republic of Ireland insurance business for this **policy** through an Irish bank account in Euros for the payment of premium from and the payment of claims to **you**.

Claims Conditions

The following claims conditions apply to sections 1 to 4 of this **policy**. Additional claims conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this may affect the settlement of any claim under sections 1 to 4 of this **policy**.

Please also refer to the individual **policy** sections for additional comment.

1. Your duties in the event of a claim – Things you need to do

a) Notifying us of a Claim

You must as soon as practicably possible provide details of the claim or possible claim, using the claims contact details as stated on **your schedule**.

b) Circumstances of the Claim

You must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.

c) Liability Claims

If a liability claim is made against **you**, **you** must forward to **us** as soon as is practically possible notice of the claim, including any letter, writ, summons or other legal document **you** receive.

d) Notifying the Gardai or Other Relevant Authorities

You must, following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property:

- tell the Gardai as soon as practicably possible and, if required, any other relevant authorities
- obtain an incident report number (where issued), a property irregularity or other appropriate report.

e) Our Representatives

You must co-operate fully with **us** and **our** authorised representatives including loss adjusters and other experts that **we** have appointed at all times.

f) Other Information and Assistance

You must as soon as practically possible provide any information and assistance **we** may require.

g) Your Authority

You must not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

h) Your Duty of Care

You must take all care to limit any loss, damage or injury.

i) Evidence & Value

Where **we** request, **you** must provide **us** with evidence of value or age (or both) for items involved in **your** claim.

j) Your Property

Your property shall remain **yours** at all times. **We** will only take ownership of or accept liability for **your** property if **we** have agreed with **you** in writing first.

If **you** fail to comply with any of the points detailed in '1. Your duties in the event of a claim – Things you need to do' shown above, this insurance may become invalid.

2. How we deal with your claim

a) Payment of Claims

Subject to **you** complying with '1. Your duties in the event of a claim – Things you need to do' as detailed above, **we** will ensure that **we** will pay sums due to **you** for any valid claim allowing time for investigation and assessment of the claim.

b) Defence of Claims

We have the right to:

- take full responsibility for conducting, defending or settling any claim in **your** name
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

c) Joint Insureds

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you** the total amount **we** will pay will not exceed the amount **we** will be liable to pay any one of **you**.

d) Disputes

If any difference shall arise as to the amounts to be paid under this **policy** (liability being otherwise admitted) such difference shall be referred within 12 months of the dispute arising to the arbitrator who will be jointly appointed in agreement or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland. If the dispute has not been referred to arbitration within the aforesaid 12 month period then the claim shall be deemed to have been abandoned and recoverable thereafter.

e) Excess

In respect of a single event, if **your** claim is for loss or damage under more than one section of **your policy**, **we** will only deduct one **excess** rather than deduct an **excess** per section.

The **excess** deducted will be the highest **excess** of the sections **you** are claiming under.

Section 1 - Your Buildings

The following cover applies only if **your schedule** shows that it is included.

1. What is covered

We will insure **you** for physical loss or damage to the **buildings** occurring during the **period of insurance**.

2. How much we will pay

The full cost of repair, replacement or rebuilding of insured loss or damage (including **rebuilding expenses**) up to the **sum insured** shown on **your schedule** subject to the work being carried out. The basis of settlement is at **our** sole discretion. **We** will not provide any contribution, allowance or consideration for the cost of extending, improving or refurbishing any part of the **buildings**.

We will not pay any costs which **we** have not agreed in writing, any expenses for preparing a claim or an estimate of loss or damage.

The most **we** will pay is the **buildings sum insured** shown on **your schedule** less the **excess** shown on **your schedule**.

3. Special Extensions

The limits shown under the following special extensions are in addition to the **sums insured** shown on **your schedule**.

We will pay for:

1. Alterations to the **Home**

The cost of alterations to the **home** made necessary due to an identifiable physical injury to **you** caused by a sudden and unforeseen accident during the **period of insurance**.

2. Alternative Accommodation

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under Section 1.

3. Loss of Rent

The rent **you** would have received but are unable to recover while the **home** cannot be lived in following loss or damage which is covered under Section 1.

We will not pay for:

a) more than €15,000 in any one **period of insurance**.

b) alterations to the **home** following accidents to **domestic employees**.

a) more than 24 months.

b) any costs recoverable elsewhere.

c) any costs incurred before **we** provided **our** agreement to pay.

d) any alternative accommodation payable after the property is reinstated and ready for habitation.

a) more than 24 months.

b) any loss of rent payable after the property is reinstated and ready for habitation.

c) any costs recoverable elsewhere.

d) any costs incurred before **we** provided **our** agreement to pay.

We will pay for:

4. Denial of Access

The cost of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets and horses, if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.

5. Garden, Plants & Shrubs

Damage to **your** garden caused by fire, lightning, explosion, impact by any aircraft or other aerial devices, impact by rail or road vehicles, anything dropped from an aircraft, theft, vandalism and malicious damage.

6. Trace and Access

The costs incurred to find the source of escape of:

- a) water, oil or gas (including LPG) from any domestic water or heating installation within the **home** including subsequent repairs to walls, floors and ceilings
- b) water from underground service pipes, cables, sewers and drains for which **you** are legally responsible outside the **home** but at the address shown on **your schedule**.

7. Sale of Your Premises

Anyone buying the **premises** will be entitled to the benefit of Section 1 for the period from exchange of contracts until completion of the sale or expiry of the insurance whichever is the sooner.

8. Fixtures & Fittings

Loss or damage to fixtures and fittings that would normally form part of **your buildings** whilst temporarily removed from **your home** to another building within the Republic of Ireland.

We will not pay for:

- a) more than €5,000 in any one **period of insurance**.
- b) more than 30 days from the date when access is first denied.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.

- a) more than 5% of **your buildings sum insured** or €25,000 whichever is the lower amount for any one claim.
- b) more than €1,000 for any one plant, tree or shrub.
- c) any costs relating to any undamaged part of the garden.
- d) any plants grown on a commercial basis.

- a) more than €15,000 in any one **period of insurance**.

- a) if the **buildings** are more specifically insured under any other insurance
- b) any claim under any other Special Extensions of this **policy**.

- a) more than 10% of **your buildings sum insured** for any one claim.

We will pay for:

9. Extended Replacement

We will, where **you** have provided **us** with a full independent professional valuation which **we** have accepted and which is no more than five years old, pay up to 125% of the index-linked **sum insured** for restoring, repairing or rebuilding damage to the insured **buildings** provided that such work is carried out and only if **you**:

- a) have notified **us** of any additions, alterations and improvements to the **buildings**
- b) have amended the **sum insured** to adequately reflect such work
- c) pay any resultant additional premium **we** require.

10. Replacement Locks

Costs **you** have to pay for replacing and installing locks and keys to safes, alarms, external doors and windows of the **home** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person

The **excess** for this special extension is €50.

11. New Fixtures & Fittings/Building Materials

Fixtures and fittings including appliances inside the **home** purchased by **you** for or in the course of installation.

Fixed and unfixed building materials and supplies within the boundaries of **your premises** purchased by **you** for use in construction, redecoration, maintenance, repair or alteration of **your home**.

And subject to **you** notifying **us** and paying such additional premium as **we** advise at the time.

12. Illegal Depositing of Waste

The removal of illegally deposited waste from **your premises** to a licensed waste management site.

Reinstating any damage caused by the illegal dumping of waste at **your premises**.

We will not pay for:

- a) this extension if **your buildings** are Listed or Protected Structures
- b) tenants improvements to the **buildings**.

- a) fixtures and fittings left in the open.
- b) more than €10,000 any one claim

- a) more than €5,000 any one claim.

We will pay for:

13. Fatal Injury

We will pay a benefit if you suffer a physical injury as a result of:

- a) a fire or outward and visible violence by burglars at **your premises**, or
- b) an assault in the Republic of Ireland provided that death ensues within twelve (12) months of such injury.

14. Reward

A reward up to €10,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

15. Squatters

The cost of alternative accommodation for **you** and **your** pets and horses while **your home** is occupied by squatters.

16. Emergency Entries

Damage to the **buildings** caused when the fire service, the Gardai or the ambulance service have to make a forced entry because of an emergency to **you**.

17. Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under Section 1.

18. Damage by Emergency Services

The cost of restoring any loss or damage caused to landscaped gardens by the Emergency Services in attending the **premises** due to loss or damage which is covered under Section 1.

We will not pay for:

- a) more than €25,000 per person (or €5,000 for anyone under sixteen (16) years of age) at the time of death.
- b) this extension more than once under **your policy** for any one incident.
- c) **domestic employees**

- a) any reward where **you** or the Gardai would benefit from such payment.

- a) more than €10,000 any one claim.

- a) more than €5,000 any one claim.

- a) more than 24 months.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided our agreement to pay.

- a) more than €2,500 any one claim.

We will pay for:

19. Unauthorised Use of Electricity Gas or Water

The costs of metered electricity, gas (including LPG) or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **home** without **your** consent.

20. Fire Brigade Charges

Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** in circumstances which have given rise to a valid claim under this **policy**.

21. Security Expenses

Costs incurred by **you** to:

- a) refill fire extinguisher appliances
- b) replace used sprinkler heads
- c) reset fire, intruder alarms and closed circuit television equipment

following loss or damage which is covered under Section 1 – Your Buildings.

22. Removal of Nests

Costs incurred by **you** to remove bees, wasps and hornets nests from the **premises**.

We will not pay for:

- a) more than €5,000 any one claim.
- b) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had been made aware of the unauthorised use.

- a) more than €5,000 any one claim.

- a) more than €5,000 any one claim.

- a) more than €5,000 any one claim.

Where limits are stated under the cover detailed above those values represent the maximum amount payable under that cover subject to all other terms, conditions and exclusions applicable to Section 1.

Section 1 - Your Buildings - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

What is not covered

1. The **excess** shown on **your schedule**.
2. Loss or damage caused by:
 - contamination or pollution of any kind
 - storm, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours, hedges within the boundaries of the **home**
 - demolition, structural alteration, construction, renovation, structural repair, restoration, application of heat or any similar process
 - the process of dyeing, repair or renovation or whilst being worked on
 - rusting, corrosion, gradual or general deterioration or anything that happens gradually
 - termites, woodworm, or wood boring insects, invertebrate, molluscs', moths, insects, vermin, wet or dry rot, damp, mould, fungus, infestation or contamination caused by atmospheric or temperature changes
 - chewing, scratching, tearing, fouling, vomiting by **your** pets
 - frost damage, frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the **home** is continuously heated throughout for the months of October to April
 - water suddenly leaking from **swimming pools**
 - escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**
 - by escape of oil from an oil tank installed more than 10 years ago
 - theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**
3. The cost of routine maintenance and decoration.
4. Loss of value following repair, replacement or reinstatement.
5. Loss or damage to **buildings** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
 - to **swimming pools**, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time
 - caused by **settlement**
 - caused by riverbank or coastal erosion
 - arising from defective materials or faulty workmanship
 - arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time
5. More than 50% of the cost of replacing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function but no more than the **buildings sum insured** shown on **your schedule**.

Section 2 - Your Contents inc. Fine Art, Antiques & Valuables

The following cover applies only if **your schedule** shows that it is included.

1. What is covered

We will insure **you** for physical loss or damage to **your contents, fine art and antiques, and valuables** occurring during the **period of insurance**.

Cover applies while the **contents, fine art and antiques, and valuables** are at the address shown on **your schedule** and while temporarily removed from the address elsewhere in the world.

2. How much we will pay

The full cost of repair or replacement up to the **sum insured** shown on **your schedule** or up to any other limit shown below under specific limits and special extensions. The basis of settlement is **our** sole discretion.

To replace any item, pair or set but no more than the current cost as new or the market value at the time of loss for **fine art and antiques, and valuables**.

For partial losses, **we** will pay for the cost of restoration or repair but no more than the **sum insured** shown on **your schedule** or up to any other limit shown below under specific limits and special extensions in all.

Less the **excess** shown on **your schedule**.

3. Special Limits

Unless a higher amount is shown on **your schedule** the following special limits are part of the total **sum insured** for **contents**.

We will not pay more than the amounts shown for any one claim:

Fine Art and Antiques	€15,000 for any one item unless a higher amount is shown on your schedule .
Valuables	€5,000 for any one item unless a higher amount is shown on your schedule .
Total Valuables	€5,000 in total unless a higher amount is shown on your schedule .
Contents in Outbuildings, Sheds and Green Houses	Up to €20,000.
Contents Outside of but in the Boundaries of Your Home	Up to €10,000.
Personal Documents, Title Deeds and Registered Bonds	Up to €5,000.
Theft from Unattended Vehicles	Up to €2,500.
Saddlery and Tack Away from the Home	Up to €5,000.
Watercraft including their Furnishings, Equipment and Out Board Motors	Up to €5,000.
Home Business Contents	Up to €20,000.

4. Special Extensions

The limits shown under the following special extensions are in addition to the **sums insured** shown on **your schedule**.

We will pay for:

1. Alternative Accommodation

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under Section 2.

2. Rent Owed

The rent **you** have to pay as occupier of the **home**, if the **home** cannot be lived in following loss or damage which is covered under Section 2.

3. Denial of Access

The cost of alternative accommodation for **you** and **your** pets and horses, substantially the same as **your** existing accommodation if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.

4. Bank Cards

Loss arising from fraudulent use of **your bank cards**.

We will not pay for:

- a) more than 24 months.
- b) any costs recoverable elsewhere.
- c) any costs incurred before **we** provided **our** agreement to pay.
- d) any alternative accommodation payable after the property is reinstated and ready for habitation.

- a) more than 24 months.
- b) any loss of rent if **we** have already paid a claim under this section for alternative accommodation.
- c) any costs recoverable elsewhere
- d) any costs incurred before **we** provided **our** agreement to pay.
- e) any loss of rent payable after the property is reinstated and ready for habitation.

- a) more than €5,000 in any one **period of insurance**.
- b) any costs for a period greater than 30 days from the date when access is first denied.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.

- a) more than €25,000 in any one **period of insurance**.
- b) fraudulent activity by **you** or any person related to **you**.
- c) any loss reimbursed to the card holder.
- d) any loss insured elsewhere.

We will pay for:

5. Money

Physical loss of or physical damage to **your money**.

6. Domestic Heating Oil

Accidental loss of domestic heating oil from heating installations, oil tanks or pipes.

7. Fatal Injury

We will pay a benefit if you suffer a physical injury as a result of:

- a) a fire or outward and visible violence by burglars at **your premises**, or
- b) an assault in the Republic of Ireland provided that death ensues within twelve (12) months of such injury.

8. Fridge and Freezer Contents

Loss or damage to fridge or freezer contents due to a change in temperature caused by:

- a) the accidental failure of the fridge or freezer, or
- b) contamination by the escape of refrigerant fumes, or
- c) the failure of the power supply, unless resulting from the deliberate act or restriction of the supply company, strike action or industrial disputes.

9. Loss of Metered Water

The proven cost of increased metered water charges resulting from an escape of water giving rise to an insured loss under this **policy**.

We will not pay for:

- a) more than €2,500 any one claim.
 - b) **money** which will be replaced by the issuer.
 - c) **money** left in an unattended vehicle.
 - d) more than €500 in a hotel or other temporary accommodation unless locked in a safe or safety deposit box.
 - e) loss of value, confiscation or shortage due to **your** error or omission.
 - f) any loss not reported to the Gardai (or when outside of the Republic of Ireland to the local Police, transit authority, hotel or airport security) within 24 hours of discovery of the loss.
-
- a) more than €10,000 in any one **period of insurance**.
 - b) loss or damage while the **home** is **unoccupied**.
 - c) any loss of oil from an oil tank installed more than 10 years ago.
-
- a) more than €25,000 per person (or €5,000 for anyone under sixteen (16) years of age) at the time of death.
 - b) this extension more than once under **your policy** for any one incident.
-
- a) more than €10,000 in any one **period of insurance**.
 - b) loss or damage while the **home** is **unoccupied**.

We will pay for:

10. New Acquisitions

Loss or damage to newly acquired items of **contents** and **fine art and antiques**:

- a) **you** must inform **us** within 60 days of the acquisition, and
- b) **you** must pay the additional premium, and
- c) the acquisition(s) must be under **your** direct care, custody and control if in transit.

11. Replacement Locks

Costs **you** have to pay for replacing and installing locks and keys to safes, alarms, external doors and windows of the **home** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person

The **excess** for this special extension is €50.

12. Reinstating Data

The cost involved in reinstating **your** electronic data including digital downloads stored on **your** computer(s) or other personal electronic entertainment equipment as a result of loss or damage covered under section 2.

13. Temporary Increases to the Sum Insured

Loss or damage to additional **contents** between one month before and one month after:

- a) a wedding, civil partnership, anniversary and birthday, and/or
- b) a religious celebration.

14. Students and Boarders Possessions

Physical loss or damage to **students and boarders possessions** inside the student or boarders accommodation or other occupied building or being carried between those buildings within the Republic of Ireland during the **period of insurance**.

We will not pay for:

- a) more than 20% of the **contents, fine art and antiques** and **valuables sum insured** in any one claim.

- a) more than €5,000 in any one claim.
- b) any illegal data.

- a) more than €10,000 in any one claim.
- b) any single item over €1,000.

- a) more than €5,000 any one claim.
- b) theft unless accompanied by forcible and violent entry.

We will pay for:

15. Tenants Liability

Loss or damage which is covered under this section to the **buildings you** have been made legally responsible for as a tenant of the address shown on **your schedule**.

This does not include **tenant's/leaseholder's fixtures and fittings**.

16. Guests, Visitors and Domestic Employees Personal Effects

Loss or damage to guests, visitors and **domestic employees** personal effects not insured elsewhere while in the **home**.

17. Nursing/Residential Care Home Cover

Loss or damage to **contents** belonging to **your** dependent family members who are residing in a nursing or residential care home.

18. Pedal Cycles

19. Contents Elsewhere

Loss or damage to **your contents** kept in other homes, places of work, caravans or beach huts.

20. Marquees

Loss or damage to marquees that **you** have hired.

We will not pay for:

- a) more than 20% of the **contents sum insured**.
- b) loss or damage caused by fire, lightning or explosion (other than to landlords fixtures and fittings), or **subsidence, heave and landslip**.
- c) loss or damage caused by the malicious intent of any person.
- d) loss or damage while the **buildings** are **unoccupied**.
- e) the cost of maintenance and normal redecoration.

- a) more than €5,000 any one claim.
- b) any single item, pair or set over €1,000.

- a) more than €10,000 in any one claim.
- b) any single item over €1,000.

- a) more than €5,000 any one claim unless a higher amount is shown on **your schedule**.
- b) loss or damage to pedal cycles tyres, lamps and accessories unless the pedal cycle is stolen or damaged at the same time.
- c) loss or damage to pedal cycles while left unattended while away from the **home** unless locked to an immovable object or kept in a locked building at the time of the theft.

- a) theft unless accompanied by forcible and violent entry.
- b) more than €5,000 any one claim.
- c) any single item over €500.

- a) marquees hired for more than 7 days.
- b) more than €20,000 any one claim.
- c) any costs recoverable elsewhere.

We will pay for:

21. Quad Bikes, Go-Carts and Off Road Motorcycles

Loss or damage to quad bikes that do not require a Road Traffic Act certificate of insurance and go-carts and off road motorcycles with an engine size of 50cc or less.

22. Death of Artist

The increased value to any one piece of art that is individually listed under **fine art and antiques**, where such increase is due to the death of the artist.

23. Defective Title

The purchase price of an item individually listed on **your schedule** if it is proved that the item purchased by **you** is not rightfully **yours** and **you** are required by law to return it to its rightful owner.

24. Hole in One

We will pay you €500 if you achieve a hole in one in an official golf competition.

25. Hiring Golf Clubs Overseas

In the event of loss or damage to **your** golf clubs, borrowed golf clubs or hired golf clubs whilst **you** are playing golf outside of the Republic of Ireland **we** will pay for the necessary hire of replacement clubs.

26. Moving Home

Loss or damage to **your contents** during removal, transit and storage to **your** new permanent residence by professional removal contractors.

We will not pay for:

- a) more than €5,000 any one claim.
- b) theft or attempted theft if left unattended unless from a locked building and the quad bike, go-cart or off road motorcycles has been disabled with a ground anchor
- c) loss or damage whilst in use.

- a) more than 200% of any one piece of art subject to a maximum of €100,000 in total.
- b) any claim where the artist's death occurs more than 6 months after the date of loss or damage.
- c) any claim where **you** cannot provide an independent professional valuation which is not more than 3 years old at the time of loss or damage.
- d) where **you** cannot prove the increased value of any piece of art.

- a) more than 110% of the total **sum insured** for **fine art and antiques** or €25,000 whichever is the less.
- b) if **you** do not notify **us** of a claim in the **period of insurance**.
- c) if the item was inherited or given to **you** as a gift.

- a) any claim where **you** do not provide **us** with the scorecard and certificate from **your** club or the match secretary.

- a) more than €25 per day or €250 in total.
- b) any claims where **you** do not provide **us** with an invoice detailing the cost of the hire.

- a) loss or damage to **your contents** in storage for more than 15 days.

We will pay for:

27. Storage

Loss or damage to **contents** in a commercial storage facility within the Republic of Ireland during the **period of insurance** caused by any of the following perils:

- a) fire, lightning, explosion, earthquake or smoke
- b) storm, flood or weight of snow
- c) escape of water from fixed water apparatus pipes or tanks
- d) theft or attempted theft
- e) impact by any aircraft or other aerial devices, rail or road vehicles, anything dropped from an aircraft, an animal, falling trees, telegraph poles and lamp-posts, aerials, satellite dishes, their masts and fittings
- f) riot, violent disorder, strike, labour or political disturbance or civil commotion, malicious acts or vandalism.

28. Reward

A reward up to €10,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

29. Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under Section 2.

30. Fire Brigade Charges

Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** in circumstances which have given rise to a valid claim under this **policy**.

31. Contents Kept Elsewhere

Loss or damage to **contents** belonging to **you** whilst kept at another property owned by **you**.

We will not pay for:

- a) more than 20% of **your contents sum insured**.
- b) any single item over €2,500.
- c) theft unless accompanied by forcible and violent entry.

- a) any reward where **you** or the Gardai would benefit from such payment.

- a) more than 24 months.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.

- a) more than €5,000 any one claim.

- a) more than €5,000 any one claim.

Where limits are stated under the covers detailed above those values represent the amount payable under that cover subject to all other terms, conditions and exclusions of Section 2.

Section 2 - Your Contents including Fine Art, Antiques and Valuables - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

What is not covered

1. The **excess** shown on **your schedule**.
2. Loss or damage caused by:
 - contamination or pollution of any kind
 - to **contents** in the open by storm, flood, frost or weight of snow
 - demolition, structural alteration, construction, renovation, structural repair, restoration, application of heat or any similar process
 - rusting, corrosion, gradual deterioration or any gradually operating cause
 - chewing, scratching, tearing, fouling, vomiting by **your** pets
 - frost damage or frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the **home** is continuously heated throughout for the months of October to April
 - theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**
 - theft or disappearance of any item from an unattended vehicle unless hidden from view within a concealed boot, concealed luggage compartment, a closed glove compartment or under a manufacturers internal fitted cover/parcel shelf that is locked and forcible and violent entry is used to break into the vehicle
 - termites, woodworm, or wood boring insects, invertebrate, molluscs', moths, insects, vermin, wet or dry rot, damp, mould, fungus, infestation or contamination caused by atmospheric or temperature changes
 - process of dyeing, repair or renovation or whilst being worked on
 - **you** not receiving goods or services **you** have paid for through any internet website
 - by escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**.
 - the escape of oil from an oil tank installed more than 10 years ago
 - rusting and/or bursting of gun barrels
 - an item being transported unless it is packed and secured well enough (given the nature of the item and how it is transported)
3. The cost of routine maintenance and decoration.
4. Loss or damage to **watercraft** whilst in use and unless kept in a securely locked building when not being used.
5. Loss or damage caused by theft or disappearance of gold, silver (including gold and silver plate), platinum, gemstones, jewellery or watches from baggage unless such baggage is carried by hand and under **your** personal supervision.
6. Loss or damage of any sports equipment whilst in use.
7. Loss or damage to **contents** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
 - caused by riverbank or coastal erosion
 - arising from defective materials or faulty workmanship
 - arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time
8. More than 50% of the cost of replacing any undamaged parts of the **contents, fine art and antiques**, or **valuables** which form part of a pair, set, suite or part of a common design or function but no more than the **contents, fine art and antiques**, or **valuables sum insured** shown on **your schedule**.
9. Loss of value following repair, replacement or reinstatement.
10. Loss or damage to **contents** whilst in the care, custody or control of dealers or galleries for the purpose of exhibition or sale on behalf of **you**.

Section 3 - Your Legal Liability to the Public

If 'Section 1 – Your Buildings' only are insured, **your** legal liability as owner only but not as occupier is covered in Part A below.

If 'Section 2 – Your Contents including Fine Art, Antiques and Valuables' only are insured **your** legal liability as occupier only but not as owner is covered under Part A and Part B below.

If 'Section 1 – Your Buildings' and 'Section 2 – Your Contents including Fine Art, Antiques and Valuables' are insured **your** legal liability as owner or occupier is covered under Part A and Part B below.

What is covered

Part A

As owner or occupier for any amounts **you** become legally liable to pay as damages for **bodily injury** or damage to property caused by an accident happening at the **premises** during the **period of insurance**.

Part B

As a private individual for any amounts **you** become legally liable to pay as damages for **bodily injury** or damage to property caused by an accident happening anywhere in the world during the **period of insurance**.

Special Extensions

We will pay for:

1. Unrecovered Damages

We will cover **you** for sums which **you** have been awarded by a court in the Republic of Ireland and which still remain outstanding 3 months after the award has been made.

This coverage is subject to:

- a) Part B of this section would have paid **you** had the award been made against **you** rather than to **you**, and
- b) there is no appeal pending, and
- c) **you** agree to allow **us** to enforce any rights which **we** shall become entitled to upon making payment.

2. Voluntary Work

We will cover **your** legal liability arising out of any voluntary work **you** do as a director or officer of a registered charity or other non-profit seeking organisation

We will not pay for:

- a) any amount in excess of €2,000,000 in any one **period of insurance**.

- a) any amount in excess of €1,000,000 in any one **period of insurance**.
- b) the first €750 of any claim

Section 3 - Your Legal Liability to the Public - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

What is not covered

1. Any amount more than €5,000,000 for any one accident or series of accidents arising out of any one event plus the costs and expenses incurred by **you** with **our** written consent.
2. Liability arising from any kind of pollution and/or contamination other than:
 - a) caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named on **your schedule**; and
 - b) reported to us as soon as practicably possible but not later than 30 days from the end of the **period of insurance**;

in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
3. Any damage to property owned by or in the charge or control of **you**, any other permanent member of the **home** or any person employed by **you**.
4. Any liability:
 - which **you** have assumed under a contract and which would not otherwise have attached
 - arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than the use of **your home** as an office for non manual work in connection with **your home business**
 - for **bodily injury** to **you**, any other permanent member of the **home** or to any person who at the time of sustaining such injury is employed by **you**
 - for **bodily injury** arising from any infectious disease, virus or syndrome, including for example, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused
 - arising out of the ownership, occupation, possession or use of land or building not situated at the **premises**
 - if **you** are entitled to payment under any other insurance until such insurance is exhausted
 - in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in any one **period of insurance**
 - arising out of any criminal or violent act to another person or their property
 - arising out of any goods sold or supplied for any purpose or following any activity by **you** or **your** employees
5. Liability arising out of the ownership, possession or operation of:
 - a) any mechanically propelled or horse-drawn vehicle other than a domestic gardening machine operated within **your home**, pedestrian controlled domestic gardening machines operated elsewhere and motorised wheelchairs/powerchairs and mobility scooters
 - b) any power operated lift (other than domestic stairlifts)
 - c) any aircraft or watercraft other than what **we** have defined as **watercraft**
 - d) any animal other than horses, cats or dogs provided such dogs are not designated dangerous under the terms of the Control of Dogs Act 1986 and the Control of Dogs (Amendment) Act 1992
 - e) for ownership, possession, use or control of horses not in accordance with the Local Authority Bye-Laws made under the Control of Horses Act 1996 or amendment thereto.
6. Costs and expenses incurred by **you** without **our** written consent.

Section 4 - Your Legal Liability to your Domestic Employees

This section only applies if Section 2 is insured.

The General Conditions, General Exclusions and the additional exclusions detailed below all apply to this section.

What is covered

We will cover **you** for any amounts **you** become legally liable to pay as compensation for accidental **bodily injury** to **your domestic employees** (employed by **you** in connection with the **premises** named on **your schedule**) plus costs and expenses incurred by **you** with **our** written consent for damages in respect of accidental **bodily injury** occurring during the **period of insurance** anywhere in the world.

The accident must arise from the work **your domestic employees** are employed to carry out for **you** in the Republic of Ireland or while on temporary trips abroad from the Republic of Ireland.

Section 4 - Your Legal Liability to your Domestic Employees - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

What is not covered

1. Any amount more than €10,000,000 for any one accident or series of accidents arising out of any one event.
2. Liability arising from the ownership, operation or possession of any mechanically-propelled (except domestic gardening equipment or motorised mobility scooters, electric wheelchairs and powerchairs).
3. Liability arising from the ownership, operation or possession of any aircraft or watercraft other than what **we** have defined as **watercraft**.
4. Any liability from Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in any one **period of insurance**.
5. Liability arising from the ownership or possession of any dog designated dangerous under the terms of the Control of Dogs Act 1986 and the Control of Dogs (Amendment) Act 1992.
6. Costs and expenses incurred by **you** without **our** written consent.

Section 5 - Home Emergency

Your schedule of insurance will show if this section is operative.

This section of **your** policy is not a household buildings or contents coverage or an equipment maintenance contract. It is designed to compliment a buildings and contents policy, providing benefits and services which are not normally available under such policies. **We** therefore recommend that **you** have, buildings, contents and personal possessions covered by either this or an alternative insurance policy.

There are conditions and exclusions shown under 'what is not covered'. Please read them carefully to ensure this cover meets **your** needs. **We** do not wish **you** to discover after an incident has occurred that it is not covered.

Definitions

Additional definitions applying to this section:

Authorised Contractor

A tradesperson authorised in advance to carry out repairs under this policy.

Beyond Economical Repair

The point at which **we** estimate that the cost to repair **your** boiler exceeds its value (based on the scale of valuations according to age and boiler) or where spare parts to repair the appliance cannot be obtained.

Covered Event(s)

Emergency to essential services within the **property** listed in 'Section 5 – Home Emergency – What is Covered'.

Emergency

The result of a sudden and unforeseen incident at the **property** which immediately:

1. Exposes the **insured** or a third party to a risk to their health or;
2. Creates a risk of loss of or damage to the **property** and/or any of **your** belongings or;
3. Renders the **property** uninhabitable.

This definition shall include damage to or breakdown of the essential services to the **property** and/or permanent and irreplaceable loss of all keys required to gain access to the **property**, but not outbuildings.

Emergency Repairs

Work undertaken by an **authorised contractor** to resolve the **emergency** by completing a **temporary repair**.

Insured/You/Your

The policyholder and/or any member of the policyholder's immediate family normally living at the **property**.

Local Territory

The Republic of Ireland.

Period of Insurance

Period for which the premium has been paid by **you**.

Permanent Repair

Repairs and/or work required to put right the damage caused to the **property** by the **emergency**.

Property

Your principle permanent place of residence in the **local territory**, comprising of the private dwelling used for domestic purposes, excluding garden and outbuildings.

Temporary Repair

A repair undertaken by an **authorised contractor** which will resolve an **emergency** but will need to be replaced by a **permanent repair**.

We/Us/Our/Insurer(s)

Inter Partner Assistance SA, which is fully owned by the AXA Assistance Group.

The Cover

1. If **you** suffer a **covered event** at **your property** you should tell **us** on the **emergency** telephone number as shown on **your** schedule. **We** will then:
 - a) Advise **you** how to protect yourself and the **property** immediately;
 - b) Organise and pay up to €500 per claim including VAT, call out, labour, parts and materials to carry out an **emergency temporary repair**, or if at similar expense an **emergency permanent repair**.
2. In the event of the **property** becoming uninhabitable and remaining so overnight because of the **covered event**, **we** will subject to, prior agreement with ourselves, pay up to €100 including VAT in total for:
 - a) **Your** overnight accommodation and/or
 - b) Transport to such accommodation.

If the **temporary repair** will cost more than €500 including VAT to complete, **we** will advise **you** how much in total the repair will cost. **We** will proceed with the repair only if **you** agree to pay for the amount over €500.

What is covered

Covered events that will be covered by this section of **your** policy are:

1. Plumbing problems relating to leaking pipes, blocked drains or leaking radiators
2. Blockages in toilet waste pipes.
3. Gas or electricity complete failure within the **property**.
4. Central heating or boiler failure.
5. Hot water failure.
6. Animals or insects that are destructive in their natural behaviour or considered pests or nuisances including brown rats, black rats, house mice, field mice, squirrels, wasps' nests and hornets' nest only.
7. Permanent and irreplaceable loss of all keys required to gain access to the **property** not including outbuildings.
8. Broken or damaged windows and doors presenting a security risk to the **property**.

What is not covered

The following are excluded from the insurance:

Any leaking or dripping tap that requires a new washer or replacing external overflows or replacing of boilers, cylinders, tanks, radiators and sanitary ware.

External overflows, external guttering.

Burst or leaking flexible hoses which can be isolated or leaking washing appliances.

External water supply pipes.

Septic tanks, swimming pool installations.

Failure of boilers or heating systems that have not been inspected or serviced by a qualified person in accordance to the manufacturers recommendation, **you** may be asked to produce the inspection sheet at the time of the claim.

What is covered

Covered events that will be covered by this section of **your** policy are:

9. Sudden and unforeseen roofing problems such as leaks or tiles blow off during a storm or bad weather.

What is not covered

The following are excluded from the insurance:

Boilers over 15 years old.

Boilers and/or heating systems that are not serviced to manufacturers recommendations.

In the event that **your** boiler is found to be **beyond economical repair**, this section will be excluded from **your** policy.

Shared water or drainage facilities.

Material/labour charges covered by manufacturers/suppliers/installers'.

Replacement of light bulbs and fuses in plugs. Any failure of electricity that affects only part of the **property**.

Loss of keys for outbuildings and sheds.

Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.

Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.

Any breakdown to the flushing mechanism of toilets.

Damage to boundary walls, hedges, fences or gates.

Pests outside the main dwelling e.g. in sheds, greenhouses garage and other outbuildings.

LPG fuelled, oil fired, solid fuel fired, warm air, solar and unvented heating systems or boilers with an output of over 60 Kw/hr.

Electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.

Loss or damage arising from circumstances known to **you** prior to the start date of **your** policy.

Replacement of boilers, cylinders, tanks, radiators, kitchen appliances and sanitary ware.

The cost of replacement parts due to natural wear and tear.

Loss or damage however caused to personal items like paintings, electrical goods, jewellery, clothing etc.

What is covered

What is not covered

The following are excluded from the insurance:

Any loss due to faulty installation of **your** plumbing, heating, electrical system within the **property**.

Any faulty installation of a kitchen appliance.

Loss or damage arising from disconnection or interruption of mains services which are the responsibility or property of the utility company.

Any cost relating to the attempted repair by **you** or **your** own contractor.

Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.

Any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days.

Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials or river and/or coastal erosion.

Any loss or damage arising as a consequence of:

- i. War, invasion, act of foreign enemies, act of terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
- ii. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.

We will not pay more than 3 claims during any 12 month period of insurance.

Section 5 - Home Emergency - Conditions

Costs

We will only pay costs which are incurred as a direct consequence of the event which led to the claim **you** are making under this policy up to the policy limit. Shown in paragraph 1 and 2 above entitled 'Domestic Emergency'.

No costs for repairs are payable under this insurance, unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims service telephone number provided and have authorised an approved contractor.

Proof of Insurance

You must quote **your** policy number when calling for help. **You** must produce the relevant identification including boiler service receipts on the demand of the contractor or **our** other nominated agent.

Other Insurance

If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of any claim.

Maintenance

This insurance does not cover normal day to day maintenance at **your property** that **you** should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**.

Third Parties

You must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.

Availability of Parts

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations **we** will ensure **your property** is safe and if required, the **approved contractor** will provide **you** with a quotation for a suitable repair

Section 6 - Legal Expenses & Identity Theft

Your schedule of insurance will show if this Section is operative.

Cover under this section is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf we act.

How much we will pay

The insurance covers **advisers' costs** and other costs and expenses as detailed under the separate sections of cover, up to the **limit of indemnity** which is €100,000 where:

- a) The **insured incident** takes place within the **insured period** and within the **territorial limits**, and
- b) The **legal action** takes place in the **territorial limits**

Once **your** claim has been accepted, **we** will appoint one of **our** panel solicitors, or their agents, to handle **your** case. Should **you** wish to appoint **your** own **adviser**, **you** can only do so once court proceedings are issued or a **conflict of interest** arises and **you** must obtain approval from **us** before proceeding. If **you** do not obtain **our** approval **your** claim will be rejected.

Where **we** agree to **your** own choice of **adviser** **you** will be liable to pay any **advisers' costs** over and above **our standard advisers' costs**.

Definitions

Definitions applying to this section only:

Adviser

Our specialist panel solicitors or accountants or their agents appointed by **us** to act for **you**, or, where agreed by **us**, another legal representative nominated by **you**.

Advisers' Costs

Legal and accountancy fees and costs incurred by the **adviser**. Third party's costs shall be covered if awarded against **you**.

Conflict of Interest

There is a conflict of interest if **we** administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Data Protection Legislation

The relevant **data protection legislation** in force in the Republic of Ireland at the time of the **insured incident**.

Excess

The amount that **you** must pay towards the cost of any claim as stated below:-

Property Protection Section: €250

Identity Theft

A person or group of persons knowingly using a means of identification belonging to **you** without **your** knowledge or permission with intent to commit or assist another to commit an illegal act.

Insurance Providers

Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from **identity theft** the **insured incident** is a single act or the start of a series of single acts against **you** by one person or group of people.

In a claim arising from a Tax dispute, the **insured incident** shall be deemed to be the date when the Revenue Commissioner first lets **you** know in writing that they plan to make enquiries.

Insured Period

One year from the inception or renewal date shown on **your schedule**.

Legal Action(s)

The pursuit or defence of civil legal cases for damages or injunctions, or the defence of motor prosecutions.

Limit of Indemnity

The maximum payable in respect of an **insured incident**.

Revenue Audit

An examination by the Revenue of **your** self-assessment return for income tax or capital gains tax.

Standard Advisers' Costs

The level of **advisers' costs** that would normally be incurred in using a nominated **adviser** of **our** choice.

Territorial Limits

Republic of Ireland.

We/Us/Our

Arc Legal Assistance Limited.

You/Your/Yourself

The persons named on **your schedule**, residing at the property being insured, together with members of the family permanently residing there. If **you** die **your** personal representatives will be covered to pursue or defend cases covered by this insurance on **your** behalf that arose prior to **your** death.

What is covered

1. Contract Pursuit and Defence

Advisers' costs to pursue a **legal action** following a breach of a contract **you** have for buying or renting goods or services for **your** private use. This includes the purchase of **your** main home.

Advisers' costs to defend a **legal action** brought against **you** following a breach of a contract **you** have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of **your** main home.

What is not covered (claims)

- a) Where the amount in dispute is less than €150.
- b) Where the contract was entered into before **you** first purchased this or similar insurance which expired immediately before this insurance began.
- c) Involving a vehicle owned by **you** or which **you** are legally responsible for.
- d) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

What is covered

2. Personal Injury

Advisers' costs to pursue a **legal action** for financial compensation for damages following an accident resulting in **your** personal injury or death against the person or organisation directly responsible.

3. Employment Disputes

Advisers' costs to pursue a **legal action** in a dispute arising from a contract of employment **you** have entered into for **your** work as an employee.

4. Property Protection

Advisers' costs to pursue a **legal action** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to **your** main home. This section does not extend to divorce or matrimonial matters.

Advisers' costs to pursue a **legal action** for financial compensation for damages against a person or organisation that causes physical damage to **your** main home. The damage must have been caused after **you** first purchased this insurance.

5. Tax

Advisers' costs incurred to represent **you** throughout a **Revenue audit** relating to **your** self-assessment tax return.

What is not covered (claims)

- a) Arising from medical or clinical treatment, advice, assistance or care.
- b) For stress, psychological or emotional injury.
- c) For illness, personal injury or death which are caused gradually or are not caused by a specific event.
- d) Involving a vehicle owned or driven by **you**.
- e) For **advisers' costs** associated with registering a claim or making an application to claim with the Personal Injury Assessment Board (PIAB).

- a) Where the dispute occurred within the first 90 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.
- b) For **advisers' costs** of any disciplinary, investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any settlement agreement.
- c) Relating solely to personal injury.

- a) Where the nuisance or trespass started within 180 days of the first purchase of this insurance or the purchase of similar insurance which expired immediately before this insurance began.
- b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

- a) Relating to an off shore account held by **you**.
- b) In respect of the tax affairs of a company, or any claim if **you** are self-employed, a sole-trader or in business partnership.
- c) Any **Revenue audit** where **you** have not submitted a self-assessment tax return.

6. Motor Prosecution Defence

Advisers' costs to defend a **legal action** in respect of a motoring offence, arising from **your** use of a vehicle.

Pleas in mitigation are covered where there is a prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at **our** discretion.

- a) For **advisers' costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- b) For parking offences which **you** do not get penalty points on **your** licence for.

7. Personal Identity Theft

Advisers' costs to;

- a) contact relevant organisations on **your** behalf to advise that **you** have been the victim of **identity theft**. The most that **we** will pay for legal costs is an amount equal to sending or receiving up to 20 letters for each **insured incident**.
- b) defend civil legal proceedings against **you** and remove any legal judgements against **you** obtained by an organisation that **you** are alleged to have brought, hired or leased goods or services from. **We** will only pay legal costs if **you** deny having entered in to the contract and **you** allege that these judgements have been brought against **you** as result of **you** being a victim of **identity theft**.

- a) Where **you** have not been the victim of **identity theft**.
- b) Where **you** did not take action to prevent **yourself** from further instances of **identity theft** following an **insured incident**.
- c) Where the **identity theft** has been carried out by somebody living with **you**.
- d) For **adviser's costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.

8. Vehicle Cloning

Advisers' costs to defend a **legal action** arising from use of **your** vehicle's identity by another person or organisation without **your** permission.

- a) Where the vehicle's identity has been copied by somebody living with **you**.
- b) Where **you** did not act to take reasonable precautions against **your** vehicle's identity being copied without **your** permission.
- c) For any losses (other than **adviser's costs**) incurred by **you** as a result of **your** vehicle's identity being copied without **your** permission.

9. Social Media Defamation

Following defamatory comments made about **you** through a social media website, **advisers' costs** to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known. **You** are also covered for **advisers' costs** to write one letter to the author requesting that the comments are removed from the social media website.

- a) Claims where **you** are not aged 18 years or over.

Section 6 - Legal Expenses & Identity Theft - Exclusions

1. There is no cover where:

- The **insured incident** began to start or had started before **you** bought this insurance
- **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- An estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute
- **You** fail to give full information or facts to **us** or to the **adviser** on a matter material to **your** claim
- Something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the **legal action**
- **Advisers' costs** or any other costs and expenses incurred which were not agreed in advance or are above those for which **we** have given **our** prior written approval
- **You** have other legal expenses insurance cover.

2. There is no cover for:

- The **excess**
- **Advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not necessary
- The amount of **advisers' costs** in excess of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against **your** insurance advisor, the **insurance providers**, the **adviser** or **us**
- Any claim **you** make which is false or fraudulent
- Defending **legal actions** arising from anything **you** did deliberately or recklessly
- Appeals without **our** prior written consent
- The costs of any legal representative other than those of the **adviser** prior to the issue of court proceedings or a **conflict of interest** arising
- Any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence
- **Advisers' costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

3. There is no cover for any claim arising from:

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off
- Planning law
- Constructing buildings or altering their structure
- Libel, slander or verbal injury
- A dispute between **you** and someone **you** live with or have lived with
- A lease or licence to use property or land
- A venture for gain by **you** or **your** business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- An application for a judicial review
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- Mining or quarrying
- Subsidence - downward movement of the site on which buildings are situated by a cause other than the weight of the buildings themselves
- Heave - the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
- Landslip - sudden movement of soil on a slope or gradual creep of a slope over a period of time.

4. Privity of Contract:

Subject to the extent that section 62 of the Civil Liability Act 1961 applies, a person who is not a party to this contract has no rights under it to enforce any term of this contract.

Section 6 - Legal Expenses & Identity Theft - Conditions

Cancellation

This cover is provided automatically as part of **your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **your** main insurance contract please see the 'Cooling Off and Cancellation' section at the beginning of this policy wording.

Claims

- a) **You** must notify **us** as soon as possible and within a maximum of 180 days once **you** become aware of the **insured incident**. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced.
For claims relating to **identity theft**, these must be reported within 45 days of **you** becoming aware of the incident. To report a claim **you** must follow the instructions contained within **your** policy schedule.
- b) **We** shall appoint the **adviser** to act on **your** behalf.
- c) **We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which must not be unreasonably withheld **we** may reach a settlement of the **legal action**.
- d) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.
- e) The **adviser** must:
 - i. Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained without charge
 - ii. Keep **us** fully advised of all developments and provide such information as **we** may require.
 - iii. Keep **us** regularly advised of **advisers' costs** incurred.
 - iv. Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed.
 - v. Submit bills for assessment or certification by the appropriate body if requested by **us**.
 - vi. Attempt recovery of costs from third parties.
 - vii. Agree with **us** not to submit a bill for **advisers' costs** to the **insurance providers** until conclusion of the **legal action**
- f) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.
- g) **Insurance providers** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- h) **You** must supply all information requested by the **adviser** and **us**.
- i) **You** are responsible for any **advisers' costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs already paid under this insurance must be reimbursed by **you**.
- j) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

Disputes

If **we** and **you** disagree about the choice of appointed representative, or about how a claim is handled, **we** and **you** can choose another suitably qualified person to decide the matter. **We** and **you** must both agree in writing to the choice of this person.

Failing this, **we** will ask the President of the Law Society of Ireland to choose a suitably qualified person.

Prospects of Success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **your** interests

Law and Language

We propose that the contract is governed by Irish law. If there is any dispute as to which law applies it shall be Irish law. The language for contractual terms and communications will be English.

Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **we** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **we** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

Section 6 - Legal Expenses & Identity Theft - Customer Services Information

Customer Service

Our aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway.

If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within 20 working days **you** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **you** will receive a final response. Within 40 working days **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Services Ombudsman's Bureau. **You** can also refer to the Financial Services Ombudsman's Bureau if **you** cannot settle **your** complaint with **us** or before **we** have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD

Telephone: (+44) 1206 615000

Email: customerservice@arclegal.co.uk

The Financial Services Ombudsman's Bureau contact details are:

The Financial Services Ombudsman's Bureau
3rd Floor, Lincoln House
Lincoln Place
Dublin 2.

Lo Call: 1890 88 20 90

Fax: 01 6620890

Email: enquiries@financialombudsman.ie

Website: www.financialombudsman.ie; or

The Irish Insurance Federation on 01 6761914

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority in the United Kingdom. Their Firm Reference Number is 305958. Arc holds the appropriate passporting authority to conduct insurance mediation activities in the Republic of Ireland. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on +44 20 7066 1000.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Regulator in the Republic of Ireland.

IPA address details are:

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Registered No: FC008998

How to make a Claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the Legal Helpline.

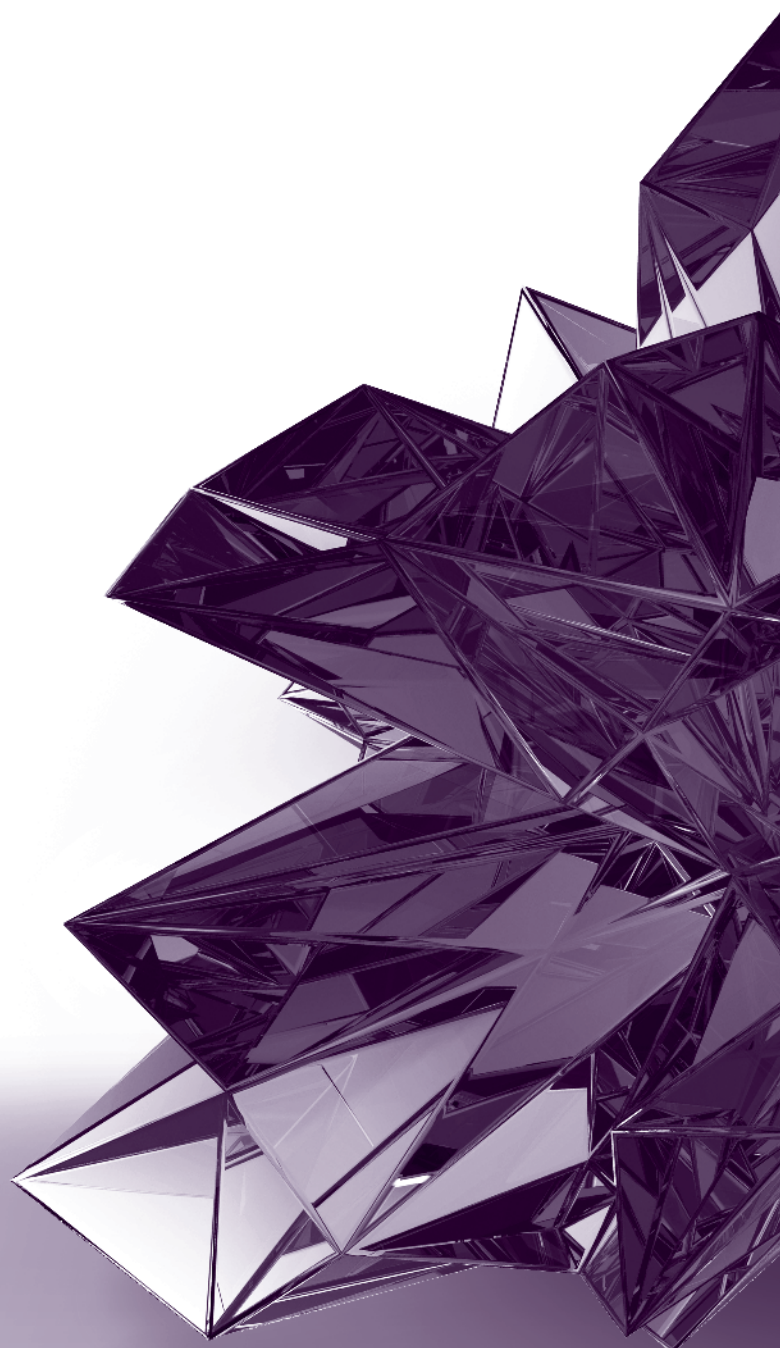
Specialist lawyers are at hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively they will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

Data Protection

Your details and details of **your** insurance cover and claims will be held by **us** and or the **insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of **data protection legislation**.

Notes



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Far from standard

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