

Amethyst

Home Insurance Policy

Republic of Ireland

AMEI/0114/KF



Defined Words

Any words with special meanings are shown in bold. A list of defined words is shown at the end of this KeyFacts document or **you** can refer to the 'Definitions' section of the Amethyst policy wording, a specimen of which is available on request from **your broker or insurance intermediary**.

This Summary

This KeyFacts summary does not contain the full terms and conditions of the contract which can be found in the insuring document, a copy of which is available on request. The summary does not form part of **your policy**.

Insurer

The insurance is underwritten by **underwriters** as shown in **your schedule** under a facility managed by Plum Underwriting Ltd.

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

About your policy

The **policy** provides coverage for household insurance and only relates to those sections of the insurance which **you** request and **we** agree to insure.

Significant Features & Benefits

Buildings are defined as:

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

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

Contents are defined as:

Household goods and personal property that belong to **you** or for which **you** are legally responsible. This definition includes **fine art and antiques, valuables, home business contents** and **tenant's fixtures and fittings**.

Your Policy Cover

We will insure **you** for direct physical loss or damage (which includes accidental damage) to the **buildings, your contents, fine art and antiques, and valuables** occurring during the **period of insurance**.

Buildings cover also includes:

The cost of alterations to the home , made necessary due to an identifiable physical injury to you caused directly by a sudden and unforeseen accident during the period of insurance	Up to €15,000
Loss of rent due to you and alternative accommodation if your home is uninhabitable due to an insured loss	Up to 2 years
The cost of alternative 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	Up to €5,000
Damage to your garden caused directly by fire, lightning, explosion, impact by any aircraft or other aerial devices, rail or road vehicles or anything dropped from an aircraft, theft, vandalism and malicious damage	Up to 5% of the buildings sum insured or €25,000 whichever is lower (up to €1,000 for any one plant, tree or shrub)
The costs incurred to find the source of escape of a) Water, oil or gas 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	Up to €15,000
The cost of replacing locks to external doors, safes and burglar alarms in your home following the loss of or theft of your keys	Unlimited
The removal of illegally deposited waste from your home to a licensed waste management site and reinstating any damage cause by the illegal dumping of waste at your home	Up to €5,000
Fatal injury to you caused by: a) fire or violence by burglars at your home b) an assault in the Republic of Ireland that is not connected to any business or occupation (other than home business)	Up to €25,000 per person (€5,000 if under 16 years of age)
A reward 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	Up to €10,000
Your legal liability as owner for any one accident or series of accidents arising out of one event.	Up to €5,000,000
The cost of alternative accommodation for you , you family , and your domestic pets while your home is occupied by squatters.	Up to €10,000 any one claim
Damage to the buildings cause when the fire service the police or the ambulance service have to make a forced entry because of an emergency to you .	Up to €5,000 any one claim

Contents cover also includes:

The cost of alternative accommodation, substantially the same as your existing accommodation, necessarily incurred by you and your domestic pets if your home is made uninhabitable as a direct result of damage insured under this Section.	Up to 2 years
The loss of rent payable by you as occupier that you are unable to recover as a result of the home being made uninhabitable as a direct result of damage insured under this Section.	Up to 2 years
The cost of alternative 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	Up to €5,000
Fraudulent use of your bank cards	Up to €25,000
Physical loss of or physical damage to your money	Up to €2,500
Accidental loss of domestic heating oil from heating installations, oil tanks or pipes	Up to €10,000
Fatal injury to you caused by: c) fire or violence by burglars at your home d) an assault in the Republic of Ireland that is not connected to any business or occupation (other than home business)	Up to €25,000 per person (€5,000 if under 16 years of age)
Loss or damage to fridge or freezer contents	Unlimited
Loss of metered water	Up to €10,000
Loss or damage to newly acquired items of contents and fine art and antiques	Up to 20% of the contents, fine art and antiques and valuables sum insured in any one claim
The cost of replacing locks to external doors, safes and burglar alarms in your home following the loss of or theft of your keys	Unlimited
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 this Section.	Up to €5,000
Loss or damage to additional contents between one month before and one month after: a) a wedding, anniversary and birthday, and/or b) a religious celebration	Up to €10,000 (single item limit €1,000)
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	Up to €5,000 any one claim.
Loss or damage to visitors and domestic employees' personal effects not insured elsewhere while in the home	Up to €5,000 per claim (single item, pair or set limit of €1,000)
Loss or damage to contents belonging to your dependent family members who are residing in a nursing or residential care home	Up to €10,000 per claim (single item, pair or set limit of €1,000)

Additional Cover

Home Emergency

This **policy** provides you with access to a 24 hour emergency helpline.

If **you** suffer an **emergency** at **your property**, **we** will then advise **you** how to protect yourself and the **property** immediately; and organise and pay up to €500 including VAT, call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a **permanent repair**.

In the event of the **property** becoming uninhabitable and remaining so overnight, **we** will pay up to €100 including VAT in total for **your** overnight accommodation and/or transport to such accommodation.

Emergency incidents that will be covered by this **policy** are:

1. Plumbing problems related to leaking pipes, blocked drains or leaking radiators.
2. Blockages in toilet waste pipes.
3. Sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather.
4. Broken or damaged windows and doors presenting a security risk to the **property**.
5. Gas or electricity failure within the **property**.
6. Central heating or boiler failure.
7. Hot water failure.
8. **Vermin** inside the **property**

Legal Expenses & Identity Theft

The insurance covered **Advisers' Costs** and other costs and expenses as detailed below, up to the **Limit of Indemnity** which is €100,000 where the **Insured Incident** takes place within the **Insured Period** and within the **Territorial Limits** and the **Legal Action** takes place in the **Territorial Limits**.

- Contract Pursuit & 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.

- 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
- Employment disputes - **Advisers' costs** to pursue a **legal action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of **your** contract of employment
- 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.

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

- Tax - **Advisers' costs** incurred by an accountant if **you** are subject to an **HM Revenue & Customs Full Enquiry** into **your** personal Income Tax position
- 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
- Identity theft - **Advisers' costs** arising:
 - a) To defend **your** legal rights and/or take steps to remove County Court Judgments against **you** that have been obtained by an organisation that **you** are alleged to have purchased, hired or leased goods or services from. Cover is only available if **you** deny having entered in to the contract and allege that **you** have been the victim of **identity theft**.

- b) To deal with all organisations that have been fraudulently applied to for credit, goods or services in **your** name or which are seeking monies or have sought monies from **you** as a result of **identity theft**.
 - c) In order to liaise with credit referencing agencies and all other relevant organisation on **your** behalf to advise that **you** have been the victim of **identity theft**.
- 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

Significant Features & Benefits

Contents Cover

The following specific limits apply:

Fine Art and Antiques	€15,000 any one item unless a higher amount is shown in your schedule
Valuables	€5,000 any one item unless a higher amount is shown in your schedule
Contents in outbuildings , sheds and greenhouses	Up to €20,000 any one claim
Contents outside of but in the boundaries of your home	Up to €10,000 any one claim
Personal documents, title deeds and registered bonds	Up to €5,000 any one claim
Theft from unattended vehicles	Up to €2,500 any one claim
Saddlery and tack away from the home	Up to €5,000 any one claim
Watercraft including their furnishings equipment and outboard motors	Up to €5,000 any one claim
Home Business Contents	Up to €20,000 any one claim

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 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**

Policy Excess

Each section carries its own excess.

The standard **policy excess** is usually €250 unless a different limit is shown on **your schedule**.

For claims resulting from **subsidence**, **landslip** or **heave** the **excess** is €2,500 per section, unless a different limit is shown on **your schedule**.

For claims resulting from Escape of Water the **excess** is €1,000 per section, unless a different limit is shown on **your schedule**.

Any other specific **excess(es)** that may be applied will be advised to **you** and shown on **your schedule**.

Significant Conditions

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 where **you** enter into any contract for the works.

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

Sums Insured

You must 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.

For **contents**, the full value is the current cost as new, other than **fine art and antiques** and **valuables**, for which the full value is the current market value.

If **you** fail to ensure that **your sums insured** for full value, **we** may only pay a proportion of **your** claim. For example if **your sum insured** only covers one half of the cost of rebuilding **your buildings**, **we** will only pay one half of the cost of repair or replacement.

Your Policy Documentation

Language

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

Correct Information and Changes in Circumstances

The information **you** have supplied to **us** on the proposal form, and/or statement of fact and/or any supplementary information, is used to determine whether **we** will accept **your** insurance and if so the premium to be charged and the terms, conditions and exclusions to be applied.

You must therefore ensure to the best of **your** knowledge and belief that all the information **you** provide to **us** is correct and accurate at all times.

You must immediately notify **us** via **your broker or insurance intermediary** if:

- any information is incorrect
- there is a change in the information **you** have given **us**

We will correct or change the information and use the information to determine whether **we** will continue to accept **your** insurance and either:

1. Continue **your policy** unchanged
2. Backdate any terms, conditions, exclusions or additional/return premium that would have applied at the effective date of the correction and/or change. This could result in a claim not be paid under this insurance.
3. Cancel **your policy** giving **you** notice as per the cancellation condition shown in this **policy** wording or on **your policy schedule of insurance**. This could result in a claim not being paid under this insurance.
4. Treat **your policy** as if it never existed

We will treat **your policy** as if it never existed and **we** will not pay **your** claim if **you** or **your** representative has:

- deliberately misrepresented any information given
- been in any way fraudulent
- deliberately or falsely overstated information given

How to Notify a Claim

To notify a possible claim, please refer to **your schedule** for claims contact details. When notifying a claim, please provide **your** name, **policy** number, the name of **your broker or insurance intermediary** and full details of the loss or damage.

Significant Exclusions or Limitations

Exclusions that apply to the whole of this insurance include but are not limited to:

- Loss or damage occurring before cover starts or arising from an event before cover starts
- Loss or damage caused by deliberate acts by **you** or any of **your** employees
- Loss, damage or liability directly or indirectly caused by or contributed to or by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- Loss, damage or liability resulting from computer viruses, erasure or corruption of electronic data or the failure of any equipment to correctly recognise the date or change of date
- Loss, damage or liability caused by biological or chemical contamination 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**
- Loss or damage caused by theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**
- **Loss or damage caused by** storm, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours, hedges within the boundaries of the **home**
- 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
- 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.
- More than 25% of the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Contents

- Loss or damage caused by theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**
- Loss or damage to **contents** in the open by storm, flood, frost or weight of snow
- Theft 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.
- An item being transported unless it is packed and secured well enough (given the nature of the item and how it is transported)
- Loss or damage caused by theft or disappearance of **valuables** from baggage unless such baggage is carried by hand and under **your** personal supervision
- More than 25% of the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
- 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**.

Home Emergency

- No costs for repairs are payable under this insurance, unless **we** have been notified through the 24 hour claims service telephone number provided and have authorised an **approved contractor** in advance
- Boilers over 15 years old or failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding 12 months
- No cover for normal day to day maintenance that **you** should do or 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**
- Damage to boundary walls, hedges, fences or gates
- Any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days

Legal Expenses & Identity Theft

- An estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute
- The amount of **advisers' costs** in excess of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice
- Defending **legal actions** arising from anything **you** did deliberately or recklessly
- A dispute between **you** and someone **you** live with or have lived with
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- Libel, slander or verbal injury
- An application for a judicial review
- Contract Pursuit & Defence - Where the contract was entered into before **you** first purchased this or similar insurance which expired immediately before this insurance began
- Personal Injury - Arising from stress, psychological or emotional injury
- Employment disputes - For **advisers' costs** of any disciplinary, investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any compromise agreement
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- Property Protection - 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
- Tax - For accountancy fees which relate to **your** business trade or profession
- Motor Prosecution Defence - For parking offences which **you** do not get penalty points on **your** licence for
- Identity theft - For Advisor'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
- Vehicle Cloning - Where the Vehicle's Identity has been copied by somebody living with **you**
- 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.

How We Settle Your Claim

Buildings - How much we will pay

The full cost of repair, replacement or rebuilding of insured loss or damage 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**.

The cost of **rebuilding expenses**:

1. Necessary 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**.
2. 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.
3. 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.

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**.

Contents, Fine Art & Antiques and Valuables - How much we will pay

The full cost of repair or replacement up to the **sum insured** shown in **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 in **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**.

Period of Insurance

The period covered by the insurance is normally for 12 months. Renewal will be subject to the terms and conditions that apply at the time of renewal.

Cooling Off & Cancellation

Cooling-off period

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

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 giving written notice to **us**.

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** 21 days written notice detailing the reason for cancellation by recorded delivery to the correspondence address stated in **your** latest **schedule**.

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

1. Where **we** have been unable to collect a premium payment.
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. **You** have deliberately misrepresented any information given to **us**
5. **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim
6. **You** have been in any way fraudulent
7. **You** have deliberately or falsely overstated information given to **us**

Examples 4, 6 & 7 above are more likely to result in **us** treating **your policy** as if it never existed as detailed under the Correct Information and Changes in Circumstances notice under the 'Your Policy Documentation' section of **your policy**.

3. 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 unless **your schedule** states an alternative cancellation condition and always subject to the current **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 unless **your schedule** states an alternative cancellation condition and always subject to the current **period of insurance** being claim free.

Customer Service & Complaints Procedure

Plum Underwriting 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 quotation, policy** or the handling of any claim, in the first instance please contact **your broker or insurance intermediary**.

1. In the event that **you** wish to make a complaint **you** should contact the following in writing:

The Customer Liaison Officer, Plum Underwriting
145 Leadenhall Street, London, EC3V 4QT, United Kingdom
Email: complaints@plum-underwriting.com

Plum Underwriting aims to respond to all complaints within 5 working days by issuing a written acknowledgement of **your** complaint. In all communications please quote **your** quotation or policy number shown on **your schedule** along with the name of **your broker or insurance intermediary**.

2. If **you** remain dissatisfied with the resolution or handling of **your** complaint by Plum Underwriting, then **you** may refer the matter to:

Policyholder & Market Assistance, Lloyd's Market Services,
Lloyd's, One Lime Street, London, EC3M 7HA, United Kingdom
Tel: +44 20 7327 5693 Fax: +44 20 7327 5225
E-mail: complaints@lloyds.com

3. If **you** are still unhappy after review of **your** complaint by Policyholder & Market Assistance, **you** can refer **your** complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service,
South Quay Plaza, 183 Marsh Wall, London, E14 9SR, United Kingdom
Tel: +44 7964 0500
Email: complaint.info@financial-ombudsman.org.uk

You can also refer **your** complaint to the Financial Ombudsman Service if **you** have not received a written final response in respect of **your** complaint within 8 weeks of the date Plum Underwriting received **your** complaint. Further details will be provided on request and at the appropriate stage of the complaints process. This complaint procedure does not affect **your** right to take legal action.

Authorisation, Regulation & Compensation

Plum Underwriting Limited

Plum Underwriting Limited is registered in England and Wales: 04509589, Buzzards Hall, Friars St, Sudbury, Suffolk, CO10 2AA United Kingdom.

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

Underwriters

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

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

The Financial Conduct Authority

The Financial Conduct Authority (FCA) 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 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 Colonnade, Canary Wharf, London E14 5HS, United Kingdom.
+44 20 7066 1000
Email: consumer.queries@fca.org.uk

Prudential Regulation Authority

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
20 Moorgate, London EC2R 6DA, United Kingdom.
Telephone: +44 20 3461 7000
Email: PRA.FirmEnquiries@bankofengland.co.uk

Financial Services Compensation Scheme

All **underwriters** providing cover under this **policy** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an insurer 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
10th Floor
Beaufort House
15 St Botolph Street
EC3A 7QU
United Kingdom
Telephone: +44 (0)207 741 4100

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

Subscribing Underwriters' Several Liability

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

With several liability, each party (the **underwriter(s)** in this case) are liable only for their own specified obligations. If any party (any **underwriter**) is unable to satisfy their obligation, the responsibility does not pass to other parties.

Laws Applying

Choice of Law

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.

Contracts (Right of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the 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.

Data Protection

Any information **you** have provided will be processed by **us**, in compliance with the provisions of the United Kingdom Data Protection Act 1998, and the Republic of Ireland Data Protection (Amendment) Act 2003 for the purpose of providing insurance, handling complaints, claims and fraud prevention which may necessitate providing such information to other parties.

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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 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.

Definitions – Words with Special Meanings

The following definitions apply to all sections of this **policy**.

Additional definitions are shown in the sections to which they apply.

A full specimen wording is available from **your broker or insurance intermediary**.

Accidental Damage

Damage caused suddenly and as a result of an external, visible and violent cause.

Act of Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) or 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, cash dispenser cards which belong to **you**.

Buildings

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

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

Buildings do not include land or water.

Contents

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

This definition includes **fine art and antiques, valuables, home business contents** and **tenant'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 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.

Excess

The amount shown in **your schedule** or **endorsement** 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 **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 tokens, phone cards, current postage stamps and saving stamps
- Electronic cash prepayment card 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 the **schedule** and for which **you** have paid, and **we** have accepted a premium.

Policy

This insurance document and **your schedule of insurance**, including any **endorsement(s)**.

Rebuilding expenses

- Necessary 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 **you**, the **home**, 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 insured

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

Tenant's fixtures and fittings

Alterations, decorations and improvements which have been undertaken by **you** or previous occupiers as tenants but only if not covered by the landlord's or any other insurance.

Unoccupied

When the **home** is:

- without sufficient furniture for day to day living purposes, or
- sufficiently furnished for day to day living purposes but has not been lived in by **you** (or a person **you** have authorised) for more than 60 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/underwriter(s)

For sections 1, 2, 3 and 4 – Underwriters as named in **your schedule**. For sections 5, 6 and 7 – please refer to the individual sections.

You/your/insured

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

Your broker or insurance intermediary

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