



Residential Home Insurance Policy

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Important information about your Residential Property Insurance Policy

Dear Policyholder,

We welcome you as the purchaser of our Eversure Residential Home Insurance Policy designed by Stuart Insurances Ltd and underwritten by UK General Insurance Ltd on behalf of Surestone Insurance dac.

This document contains your Policy which is evidence of the contract between you and Surestone Insurance dac. The Policy, the Schedule and any Endorsement should be read as one document and any word or expression used for a specific meaning in any part of them has the same meaning wherever it appears. We will provide under those sections which are shown in the Schedule as being operative the insurance described in the appropriate section of the Policy during any Period of Insurance.

The conditions which appear in the Policy or any Endorsement are part of the contract and must be complied with. They are where their nature permits conditions precedent to the right to recover from the Insurer.

Please read the document carefully and check the details shown in the Policy Schedule to make certain that they are correct in every detail. If any corrections are necessary or if you have a query, please advise your broker or us and we will be delighted to assist you.

Finally if you suffer a loss which you feel is covered by the Policy, please call Cunningham Lindsey Loss Adjusters on 01 2075110 immediately, or refer to page 21 of this Policy for additional assistance.



Stuart Insurances Limited

On behalf of the Insurer

Guidance and Explanations

Your Insurers

This insurance is underwritten by UK General Insurance Ltd on behalf of Surestone Insurance dac., company registration number 340407 and registered office at Alexandra House, The Sweepstakes, Ballsbridge, Dublin 4 Ireland. Surestone Insurance dac is regulated by the Central Bank of Ireland. UK General Insurance Ltd is regulated by the Financial Conduct Authority, UK.

Your Cover

If you have paid the premium as shown in the schedule, we will agree to insure you, subject to the terms, conditions and any endorsements attaching to this policy, against loss or damage or legal liability you may incur for accidents or losses occurring during the Period of Insurance as shown in the Schedule.

Please take time to read the contents of this Policy, including how to make a claim. This Policy and its Schedule are important documents. Please keep them in a safe place in case you need to refer to them for any reason. If you do need to discuss any aspect of this Policy, please contact the agent who helped you complete this insurance.

Customer Complaint Procedure

We are dedicated to providing you with a high standard of service and wish to provide the highest level of customer service at all times.

We invite you to notify us immediately about any aspect of our service or product not meeting your expectations.

Complaints should be addressed to:

Customer Service Director
Stuart Insurances Limited
17/21 Temple Road
Blackrock
Co. Dublin
Telephone: 01 288 1779

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Services Ombudsman Bureau at:
3rd Floor, Lincoln House
Lincoln Place
Dublin 2.
LoCall: 1890 88 20 90
Tel: 01 6620899
Fax: 01 6620890

Policy Introduction

This insurance does not cover your Property against everything that can happen so please read your Policy carefully to make sure you understand what it covers and the limits which apply.

This Policy is a Legal Contract between you and UK General Insurance Ltd on behalf of Surestone Insurance dac.

It is your responsibility to look after and regularly maintain your Property. Your Policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time, these areas should all be checked on a regular basis.

Your Policy describes certain steps which you are required to take to make sure that you are protected and that your Policy cover operates fully. For example, you must:

- tell us about changes which could affect your Policy.
- make sure that your sums Insured are adequate enough to cover the Property to be insured.
- take reasonable care of your Property.
- prove any loss, therefore we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

Please read your Policy and the Schedule carefully to make sure that you have the cover you need. You should contact your broker or us on 01-2000724 immediately if any details are not correct.

Your cancellation Rights

You have a right to cancel your Policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive your Policy or, renewal documentation, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

We hope you are happy with the cover this Policy provides, however if after reading this Policy, this insurance does not meet with your requirements, please return it to your broker or to Eversure, 17/21 Temple Road Blackrock, Co. Dublin within 14 days of issue and we will refund your premium.

You may also cancel this Policy outside of the 14 days by giving us written notice. We will deduct an administration charge of €15 from any return of premium due.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 15 working days' notice to the Insured at their last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Changes we need to know about

Please tell your broker or us immediately if there are any changes to the information provided by you, as set out in the Statement of Fact, your Schedule, or any other changes in your circumstances which might affect your insurance.

For example:

- A change to the people insured, or property to be insured,
- If your Sum Insured levels are not adequate, or require change,
- If your Property will be left unoccupied for more than the number of days shown on your Schedule,
- If there are any cautions or criminal convictions of the people Insured or to be Insured.

If you are in any doubt, please contact us. When you inform us of a change we will tell you if this affects your insurance, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your Policy.

If you do not inform us about a change it may affect your insurance and/or any claim you make.

Change in Cover

When a change to the cover provided by your Policy results in an additional premium inclusive of levy of not more than €10 we will not charge you the additional premium. Where the change results in an additional premium inclusive of levy of more than €10 we will charge the additional premium, as well as an administration fee of €15.

When a change to the cover provided by your Policy results in a return premium inclusive of levy of not more than €10 we will not refund you this amount.

Disputes

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

Duty of Disclosure

It is your responsibility to provide complete and accurate answers to the questions we ask when you take out your insurance Policy, throughout the life of your Policy, and when you renew your insurance.

Please note that if you fail to disclose any material information to your Insurer(s) (these are facts that the Insurer would regard as likely to influence the assessment and acceptance of this Policy) this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. If you are unsure as to what facts would influence your Policy please contact your broker us on 01-2000724.

Data Protection Act 1988

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Acts 1988 and 2003, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Contract Law

The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. This insurance contract and disputes arising from it will be governed by the laws of the Republic of Ireland and Irish Courts will have jurisdiction to hear any disputes.

Special Notices

Premiums are subject to Government Levy and/ or contribution where applicable.

In accordance with Section 93 of the Insurance Act 1936 it is understood and agreed that all monies which may become due and payable by the Insurer under this Policy shall be payable and paid in the Republic of Ireland.

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

Policy Definitions

The following definitions have the same meaning wherever they appear in your Policy or Schedule

Accidental Damage

Sudden and unexpected damage occurring at a specific time and caused by external means.

Bedroom

A room used as or originally designed and built to be a Bedroom even if now used for another purpose.

Building(s)

The private home at the address shown in the policy schedule. This includes domestic outbuildings, conservatories, greenhouses, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by you, or for which you are legally responsible within the boundaries of the home. Your home must be built of brick, stone or concrete and roofed substantially (at least 50%) with slates, tiles, concrete or other incombustible materials (other than garden sheds, greenhouses and summer houses).

Consequential Loss

Indirect loss or damage resulting from the event which caused the claim under this Policy.

Contents

Contents are defined as Household furniture; fittings; Personal Effects and possessions including Valuables, Money, cycles, TV aerials and masts which are the Property of yourself or members of your Family permanently residing with you or for which you are legally liable, including Home working equipment and office furniture used by you or your Family for business or professional purposes up to €2,500 when in your Home, owned by, or the legal responsibility of you or a member of your family.

Cost of Rebuilding

The full cost of reconstruction of the Buildings in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including architect and surveyor's fees.

Credit Cards

Credit, cheque, debit, charge or cash cards held for personal or charitable purposes.

Domestic Employees

Any employee of the Insured(s) under a contract of service with you which is solely for private domestic duties, including gardeners, persons carrying out repair, maintenance or decoration work but excluding contractors or persons employed engaged in any construction/structural work, extensions, roof repairs, demolition or non-maintenance alterations to the Property. Independent contractors and/or consultants and/or their employees are also excluded as are any other temporary or casual employees.

Endorsement

A specific term, condition or variation made to the Policy.

Excess

The first amount of any claim for which you are responsible.

Family

Your relatives (including your partner and all children) who normally live in the Home.

Ground Heave

Upward movement or expansion of the ground on which the Building stands, resulting in damage to the Building.

Geographic Limits

Member states of the European Union.

Home

The private dwelling, garage and outbuildings used for domestic purposes only, all at the location of the premises shown in the Schedule.

Home Working Equipment

Office furniture and office equipment, including computers, printers, typewriters, facsimile machines, photocopiers and telephone answering machines, all used for business or professional purposes.

Insured / You / Your

The person(s) as specified in the schedule, or in the event of their death, their legally appointed representative(s). Your relatives (including your partner and all children) who normally live in the Home.

Insurers / We / Us / Our

UK General Insurance Ltd on behalf of Surestone Insurance dac.

Landslip

Downward movement of sloping ground resulting from the action of self-weight stresses and imposed loading exceeding the available strength of the ground.

Money

Personal Money held for private purposes by you or your family including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and Money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

Motor Vehicle

Any mechanically or electrically propelled or assisted conveyance except ride-on lawnmowers or pedestrian controlled vehicles or invalid wheelchairs.

Period of Insurance

The period stated in the Schedule for which we agree to grant cover, providing that the full premium has been paid to us.

Personal Effects

Clothing or other items normally carried on or about you, excluding the following:-
Valuables, Money, household goods, pedal cycles, sports equipment, items relating to business, camping equipment.

Personal Possessions

Jewellery, watches, Valuables, Money, household goods, pedal cycles, sports equipment, items relating to business, camping equipment.

Policy

The Policy incorporates the Policy booklet, the Statement of Fact, the Schedule and all terms, conditions and endorsements of your insurance contract with us.

Property

The Buildings at the address(es) stipulated in the Schedule.

Schedule

The document which provides specific details of the insurance cover in force.

Subsidence

The downward movement of the ground on which the Building stands from causes independent of the Building load.

Sum Insured

The amount as shown in the Schedule and being the maximum amount we will pay in the event of any claim on this Policy.

Uninsurable Risks

Wear and tear, depreciation, fungus, rot, vermin or insect damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.

Unoccupied

Not stayed in overnight by you or any other person authorised by you. Unoccupancy is deemed to start from the date that the Property was last vacated, which may pre-date the inception of the insurance granted by this Policy. The Property is deemed to be Unoccupied when it is insufficiently furnished for normal occupation or unoccupied for more than 30 consecutive days.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Valuables

Articles made from precious metals, jewellery, watches, stamps, medals, money, photographic equipment, furs, curios, works of art and home computer equipment.

Voluntary Excess

If you purchase Voluntary Excess this will apply to the Standard Excess only, and not to any other Excesses shown in this Policy Document and/or your Schedule.

Section 1 - Buildings

We will insure your Home against loss, damage or destruction from any of the perils listed below subject to the specific stated Exclusions, Terms and Conditions of the Policy.

PERIL	EXCLUSIONS
1. Fire, smoke, explosion, lightning, or earthquake.	<ul style="list-style-type: none"> a) loss or damage caused by smoke from fireplaces, smog, industrial or agricultural output, b) loss or damage caused by wear and tear, or deterioration, c) the Excess shown in the Schedule.
2. Storm or flood.	<ul style="list-style-type: none"> d) loss or damage caused by frost, e) loss or damage to drives, patios and terraces, gates and fences, f) loss or damage caused by rising water table levels, g) loss or damage caused by water entering your home due to wear, tear or deterioration, e) the Excess shown in the Schedule.
3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.	<ul style="list-style-type: none"> a) loss or damage whilst the Buildings are unoccupied for 30 consecutive days or more, b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped, c) loss or damage caused by the overflowing of baths, showers, wash hand basins or sinks d) loss or damage caused by gradual emission, e) loss or damage to walls, ceilings, and tiles caused by the ingress of water through seals and grouting, f) the Excess shown in the Schedule.
4. Theft or attempted Theft caused by violent and forcible entry or exit.	<ul style="list-style-type: none"> a) theft or attempted theft by any person lawfully on the Property, b) loss or damage whilst the Buildings are unoccupied for 30 consecutive days or more, c) loss or damage caused by deception, unless deception is used solely to gain entry to your Property, d) the Excess shown in the Schedule.
5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.	<ul style="list-style-type: none"> a) loss or damage to Buildings caused by domestic pets owned by you, b) the Excess shown in the Schedule.
6. Riot, civil commotion, labour and political disturbances.	<ul style="list-style-type: none"> a) Loss or damage not reported to us within 24 hours.
7. Malicious damage or vandalism.	<ul style="list-style-type: none"> a) loss or damage whilst the Buildings are unoccupied for 30 consecutive days or more, b) malicious damage or vandalism by any person lawfully on the Property, c) the Excess shown in the Schedule.
8. Subsidence, Landslip or Ground Heave of the site upon which the Buildings stand.	<ul style="list-style-type: none"> a) loss or damage caused by erosion of any coast or riverbank, b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, decks, footpaths, walls, gates and fences, unless the main Building is damaged at the same time, by the same cause,

	<ul style="list-style-type: none"> c) loss or damage caused by structural repairs, alterations, demolitions or extensions, d) loss or damage arising from faulty or defective workmanship, designs or materials, e) normal settlement, shrinkage or expansion, f) loss or damage that originated prior to the inception of this Policy, g) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor, or external walls of your Home are damaged at the same time and by the same cause, h) loss or damage to Buildings caused by the action of chemicals, or by any chemical reaction with any material which forms part of the Buildings, i) the cost of any experts or contractors you appoint without our express consent other than those carrying out emergency repairs, j) the Excess shown in the Schedule.
9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.	<ul style="list-style-type: none"> a) loss or damage caused by maintenance to trees, (including felling, lopping or topping trees), b) loss or damage to gates, hedges and fences, c) removal of a branch or tree unless the Buildings are damaged at the same time, d) the Excess shown in the Schedule.
10. Accidental breakage of sanitary ware and fixed glass in windows, doors, solar panels, plate-glass tops and fixed glass in furniture, glass shelves, ceramic hobs and mirrors.	<ul style="list-style-type: none"> a) loss or damage whilst the Buildings are unoccupied for 30 consecutive days or more, b) loss or damage caused by chipping, denting or scratching, c) loss or damage to ceramic hobs in cookers, d) the Excess shown in the Schedule.
11. Accidental Damage to underground pipes, cables and services for which you are responsible.	<ul style="list-style-type: none"> a) loss or damage due to wear and tear or gradual deterioration, b) loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs, c) the Excess shown in the Schedule.
<p>12. Loss of Rent and cost of Alternative Accommodation.</p> <p>If the Home is made uninhabitable by damage from any cause insured in this Section we will pay</p> <ul style="list-style-type: none"> a) The reasonable cost of comparable alternative accommodation if you occupy the Home (only during the period necessary to restore the Home to a habitable condition), providing the work of reinstatement or repair is done without delay. The most we will pay is 20% of the Sum Insured by this section. 	
13. Expenses incurred by you as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the building, following loss or damage caused by any of the perils listed in Section 1 of your Policy.	<ul style="list-style-type: none"> a) any fees charged in the preparation of a claim.
14. Expenses incurred by you in locating the source of any water or oil leak causing damage, and subsequent	<ul style="list-style-type: none"> a) any amount in excess of €1,000, b) loss or damage to the apparatus from which water or oil

<p>making good of damage, following loss or damage for which a successful claim has been made under Section 1, Peril 3 or Peril 11 of this Policy.</p>	<p>has escaped.</p>
<p>15. Purchasers Interest If you have contracted to sell the Buildings and the purchaser has not Insured the Property before completion, the purchaser will have the contractual right to the benefit of Section 1 of this Policy between exchange of contracts and completion of the sale provided the purchaser completes the purchase.</p>	
<p>16. Emergency Access/Fire Brigade Charges We will provide cover in respect of Fire Brigade Charges and also in respect of damage to the Property caused by forced access by the fire, police or ambulance services as a result of an emergency.</p>	<p>a) any amount in excess of €1,500.</p>
<p>17. Liability to the Public Any amounts which you, as owner of the Buildings, become legally liable to pay compensation for any accident occurring during the Period of Insurance which causes bodily injury to a person or accidental loss of or damage to Property. The most we will pay for any one claim or number of claims arising from one cause is €3,000,000 plus costs agreed by us in writing.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> a) an agreement which imposes liability which you or a member of your household would not have otherwise been under, b) any business(including paid child minding services) or trade being carried on in the Building. c) bodily injury to a member of your household or any other person permanently residing with you, d) bodily injury to a person under a contract of service or apprenticeship with you or a member of your family, e) loss or damage to Property owned or held in trust by or in the custody or control of you or a member of your household or any other person permanently residing with you.
<p>18. Accidents to Domestic Employees We will pay for damages and claimants' costs and expenses which you or a member of your family become legally liable to pay as compensation for accidental death of or bodily injury to or illness or disease of any domestic employee up to €3,000,000 in connection with any one claim or series of claims made against you or your family arising out of any one event occurring during the Period of Insurance and arising out of and in the course of employment within the Geographic Limits. We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you or your family.</p>	<p>Liability arising directly or indirectly</p> <ul style="list-style-type: none"> a) from the transmission of any communicable disease or virus by you or any member of your family, b) an agreement which imposes liability which you or a member of your household would not have otherwise been under, c) any claim or other proceedings against you or your family lodged or prosecuted in a court within the Geographic Limits, d) liability arising from any business (including paid child minding services) or profession, e) liability for death of, bodily injury to, or illness or disease of any member of your family, f) liability for which compulsory insurance or security is required by any road traffic legislation, g) arising from any structural improvements or alterations to the Building.

ADDITIONAL COVER (Accidental Damage) for Section 1 – BUILDINGS

ONLY APPLICABLE IF SHOWN AS BEING COVERED ON YOUR SCHEDULE

PERIL	EXCLUSIONS
19. Accidental Damage to the Buildings in addition to the perils listed in paragraphs 1 to 11 of this section.	<ul style="list-style-type: none">a) loss or damage caused by uninsurable risks,b) loss or damage caused by vermin, fungus, insects or domestic pets,c) loss or damage whilst the Buildings are unoccupied for 30 consecutive days or more,d) the cost of normal maintenance,e) loss or damage caused by wet or dry rot, faulty workmanship or design,f) loss or damage as a result of any Building alterations, renovations or repairs,g) loss or damage if previously specifically excluded from cover,h) loss or damage caused by scratching,i) loss or damage to brittle articles,j) loss or damage caused by the overflowing of baths, showers, wash hand basins or sinks.k) loss or damage to walls, ceilings and tiles caused by water leaking from shower units, and baths through the seals and grouting.l) the Excess of € 750 shown in the Schedule.

CONDITIONS THAT APPLY to Section 1 – BUILDINGS

Basis of Claims Settlement

In the event of loss or damage to the Buildings, we will pay the full cost of reinstatement, as long as the Buildings are maintained in a good state of repair and they are Insured for the full cost of reinstatement and the full cost has been incurred. If the Buildings have not been maintained in a good state of repair, we will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this Policy, our liability will:

- 1) not exceed the proportion that the Sum(s) Insured bears to the full cost of reconstruction of the Property, as stated in the Schedule,
- 2) not exceed the Sum Insured for the Property, as stated in the Schedule.

It is your responsibility to ensure that at all times the Buildings Sum Insured reflects the total cost of reinstatement and associated fees.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the Building which forms part of a pair, set, suite or part of a common design.

We will not reduce the Sum Insured under this section following a claim, provided that you agree to carry out any recommendations which we make to prevent further loss or damage.

Section 2 - CONTENTS

We will insure your Contents against loss, damage or destruction from any of the perils listed below subject to the specific stated Exclusions, Terms and Conditions of the Policy.

Cover in respect of high value items contained in the Property is limited in total to 50% of the Sum Insured under this section subject to a single article limit 10% of the Sum Insured under this section.

PERIL	EXCLUSIONS
1. Fire, smoke, explosion, lightning, or earthquake.	<ul style="list-style-type: none"> a) loss or damage caused by smoke from fireplaces, smog industrial or agricultural output, b) the Excess shown in the Schedule.
2. Storm or flood.	<ul style="list-style-type: none"> a) Contents in the open in excess of €500. Contents in outbuildings in excess of €1,000, b) loss or damage caused by frost, c) loss or damage to drives, patios and terraces, gates and fences, swimming pools, tennis courts, d) loss or damage caused by rising water table levels, e) loss or damage caused by water entering your Property due to wear and tear or deterioration, f) the Excess shown in the Schedule.
3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes up to €500 including €500 of additional metered water charges incurred by you, resulting from any of the perils 1 to 8 of Section 2 of this Policy.	<ul style="list-style-type: none"> a) loss or damage whilst the Buildings are unoccupied for 30 consecutive days or more, b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped, c) loss or damage caused by gradual emission, d) loss or damage caused by the ingress of water through seals and grouting, e) the Excess shown in the Schedule.
4. Theft or attempted Theft caused by violent and forcible entry or exit.	<ul style="list-style-type: none"> a) theft or attempted theft by any person lawfully on the Property, b) loss or damage whilst the Buildings are unoccupied for 30 consecutive days or more, c) any amount in excess of €1,000 in respect of Contents contained within detached domestic outbuildings and garages, €500 in respect of Contents in the open, d) flowers, plants, shrubs, trees and any growing matter not in pots or containers, e) the Excess shown in the Schedule.
5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.	<ul style="list-style-type: none"> a) loss or damage to Buildings caused by domestic pets owned by you or a member of your household, b) the Excess shown in the Schedule.
6. Riot, civil commotion, labour and political disturbances.	<ul style="list-style-type: none"> a) Loss or damage not reported to us within 24 hours.
7. Malicious damage or vandalism	<ul style="list-style-type: none"> a) loss or damage whilst the Buildings are unoccupied for 30 consecutive days or more, b) malicious damage or vandalism by any person lawfully on the Property, c) the Excess shown in the Schedule.

<p>8. Subsidence, Landslip or Ground Heave of the site on which the Buildings stand</p>	<p>a) loss or damage caused by erosion of any coast or riverbank, b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main Building is damaged at the same time, c) loss or damage caused by structural repairs, alterations, demolitions or extensions, d) loss or damage arising from faulty or defective workmanship, designs or materials, e) normal settlement, shrinkage or expansion, f) loss or damage that originated prior to the commencement of this insurance, g) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause, h) loss or damage to Contents caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the Buildings, i) the Excess shown in the Schedule.</p>
<p>9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.</p>	<p>a) loss or damage caused by maintenance to trees, b) removal of a branch or tree unless the Building has been damaged, c) the Excess shown in the Schedule.</p>
<p>10. Alternative accommodation If the Home is made uninhabitable by damage from any cause insured in this section we will pay for: The reasonable cost of comparable alternative accommodation for a maximum period of 12 months subject to a limit of 20% of the Sum Insured under this section.</p>	
<p>11. Deep freezer contents We will pay up to €500 for food in a domestic deep freezer in the Home made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.</p>	<p>a) loss or damage from fridges/freezers over 10 years from new, b) loss or damage resulting from the deliberate act of the power supply authority, c) the Excess shown in the Schedule.</p>
<p>12. Tenant's Liability Any amount which you become legally liable to pay as a tenant, and not as an owner of the Buildings up to €2,000 in respect of: a) Damage to the Buildings caused by any of the perils 1 to 11 of Section 1 of this Policy.</p>	
<p>13. Weddings, Birthdays and Christmas The Sum Insured shown in the Schedule for Contents in the Home will be automatically increased by 10% to a maximum of €3,000 to cover Christmas, wedding, birthday or other gifts during the month of any religious festival or celebration and for 30 days before and after your wedding day and for 7 days after your birthday.</p>	
<p>14. Door Locks We will pay up to €750 in respect of replacement locks for external doors to the Buildings if your keys are stolen or lost.</p>	<p>a) thefts not reported to the police, b) the Excess shown in the Schedule.</p>
<p>15. Visitors' Personal Effects We will pay up to €1,000 when in your Home unless otherwise</p>	<p>a) the Excess shown in the Schedule.</p>

insured.	
<p>16. Reinstatement of Title Deeds We will pay up to €1,000 in respect of the replacement of title deeds to your Home if they are lost, destroyed or damaged by any of the perils 1 to 8 of the Contents Section of this Policy while in your Home or lodged with your solicitor, bank or building society.</p>	<p>a) loss or damage caused by: Wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, gradually operating cause, confiscation or detention by order of any government, public or police authority.</p>
<p>17. Temporary Removal of Contents Loss, destruction or damage from any of the perils listed 1 to 8 in this section while temporarily removed from your Home:</p> <p>a) into a bank night safe, occupied private dwelling or building where any members of your household are living or carrying on their business within the Geographical Limits,</p> <p>b) elsewhere within the Geographical Limits,</p> <p>The maximum amount payable under this extension is limited to 15% of the Sum Insured on Contents.</p>	<p>a) theft not involving forcible entry and violent entry to or exit from any Building,</p> <p>b) property removed for sale, exhibition or to a furniture depositary or self storage units.</p> <p>c) the Excess shown in the Schedule.</p>
<p>18. Students in Residence a) up to €2,500 per student in respect of Contents whilst a student member of your family lives in university halls of residence or in student accommodation</p>	<p>a) Accidental Damage up to €5,000 in total.</p> <p>b) the Excess shown in the Schedule</p>
<p>19. Personal Money and Credit Cards Loss of personal Money belonging to you or your family up to €500 any one loss. Credit Cards and your liability under the terms of the personal Credit Cards including cheque, debit, charge or cash cards, issued to you or your family, up to a maximum of €750 any one loss.</p>	<p>a) any loss unless the terms and conditions under which the card is issued have been fulfilled,</p> <p>b) losses not reported to the police and the organisation who issued the card within 24 hours of discovery of loss,</p> <p>c) any loss as a result of unauthorised use by a member of your family or a person residing with you,</p> <p>d) loss caused by accounting errors or omissions,</p> <p>e) depreciation in value,</p> <p>f) the first €100 of any loss.</p>
<p>20. Legal Liability to the Public Any amounts which you, as</p> <p>a) occupier of the premises or any other building used as a temporary residence,</p> <p>b) private individual(s) anywhere else in the Republic of Ireland, Great Britain, Northern Ireland, Isle of Man or Channel Islands for 30 consecutive days,</p> <p>become legally liable to pay compensation for any accident occurring during the Period of Insurance which causes bodily injury to a person or accidental loss of or damage to Property.</p> <p>The most we will pay for any one claim or a number of claims arising out of the one cause is €3,000,000 plus costs agreed by us in writing.</p>	<p>Liability directly or indirectly from:</p> <p>a) an agreement which imposes liability which you or a member of your household would not have otherwise been under,</p> <p>b) ownership of any kind of land or Building,</p> <p>c) any business (including paid child minding services) profession or trade,</p> <p>d) racing, hunting or playing polo,</p> <p>e) wilful or malicious acts,</p> <p>f) the transmission of Humane Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome and/or any mutant derivative or variation thereof however caused,</p> <p>g) the transmission of any communicable disease, by you or a member of your household,</p> <p>h) any kind of pollution and/or contamination other than: 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 Property named in the Schedule reported to us not later than 60 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.</p> <p>i) aircraft (except toys and models),</p> <p>j) mechanically propelled vehicles (except domestic garden implements used within the boundary of the</p>

	<p>Property, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control),</p> <p>k) any trailer caravan or vehicle trailer whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act,</p> <p>l) watercraft (except toys and models) sailboards or hovercraft,</p> <p>m) firearms (except for shotguns or airguns used for sporting activities),</p> <p>n) dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership possession use or control is not in accordance with the provisions of such regulations,</p> <p>o) horses are not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye- Laws made under the Control of Horses Act 1996 or amendments thereto.</p> <p>p) bodily injury to a member of your household or any person permanently residing with you, or to a person under a contract of service or apprenticeship with you or a member of your family,</p> <p>q) loss or damage to Property owned or held in trust by or in the custody or control of you or a member of your household or any other person permanently residing with you.</p>
<p>21. Fatal Accident We will pay €5,000 if you or your partner dies, either separately or together, as a result of an injury in the Home caused by fire or an assault by intruders, within 60 days of the incident.</p>	

ADDITIONAL COVER (Accidental Damage) for Section 2 - CONTENTS

ONLY APPLICABLE IF SHOWN AS BEING COVERED ON YOUR SCHEDULE

PERIL	EXCLUSIONS
<p>20. Accidental Damage cover to the Contents contained within the Property in addition to those perils as listed in paragraphs 1 to 8 of this section.</p>	<p>a) loss or damage if previously specifically excluded from cover,</p> <p>b) loss or damage caused by normal wear and tear,</p> <p>c) loss or damage caused by vermin, insects, fungus or atmospheric or climatic conditions,</p> <p>d) loss or damage caused by cleaning or making repairs or alterations,</p> <p>e) loss or damage caused by pets,</p> <p>f) loss or damage whilst the Buildings are unoccupied for 30 consecutive days or more,</p> <p>g) loss or damage as a result of mechanical or electrical breakdown,</p> <p>h) the Excess of € 750 shown in the Schedule.</p>

Section 3 - SPECIFIED AND UNSPECIFIED VALUABLES

PERIL	EXCLUSIONS
<p>3.1. Specified Valuables and Personal Possessions - only applicable if shown as being covered on your schedule or endorsement.</p> <p>We will insure your valuables and Personal Possessions against any physical loss or damage anywhere in Ireland and Europe and up to 60 days World-wide in any Period of Insurance.</p>	<ul style="list-style-type: none"> a. €75 Excess b. damage caused by plants, living creatures, wet or dry rot, fungus, atmospheric or climatic conditions, wear and tear or any gradually operating cause, c. damage from electrical or mechanical faults or breakdown, d. damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or while being worked on, e. damage to guns caused by rusting or bursting of barrels, f. theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision, g. any amount over €2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms, h. loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container, i. Documents, securities, lottery and raffle tickets, j. household goods, foodstuffs and domestic appliances, k. Property more specifically insured, l. sports equipment whilst in use, activity sports equipment (including skis, sticks and bindings), snowboards, water skis, sub-aqua water sports equipment, camping equipment, riding tack, windsurfers and equipment used for pot-holing and mountaineering, m. collections of stamps, coins and medals, n. televisions, audio and audio visual equipment, o. theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle, p. loss or damage arising from depreciation in value or other loss or damage or additional expenses following on from the event for which you are claiming, q. costs incurred in preparing the claim or loss of earnings.
<p>3.1.2. Pedal Cycles</p> <p>In the Home Pedal Cycles are included in the definition of contents and are automatically covered while contained within the Home.</p> <p>Away from the Home Accidental loss or damage in respect of pedal cycles owned by you or your family while being used away from the Home provided the pedal cycle(s) are specified in the Policy Schedule. The maximum sum insured for all cycle is €1,250.</p>	<ul style="list-style-type: none"> a) loss or damage listed under other Exclusions, b) loss or damage while being used for track racing or business purposes, c) theft while away from the Home unless in a Building or securely locked to an immovable object, d) loss of or damage to accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time. e) the Excess shown in the Schedule.

<p>3.2 Unspecified Personal Belongings away from the Home - Cover is provided worldwide for up to 30 days in any one period of insurance. Accidental loss or damage to Unspecified Personal Belongings comprising:</p> <p>a) Articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), laptops, binoculars, video cameras, clothing, and other portable Personal Effects (other than items detailed in 2 and 3 below) is covered up to a limit of €3,000 (€1,000 for any one item) unless specified on your Policy Schedule,</p> <p>b) Sports equipment, including sporting guns and wearing apparel used for amateur sports purposes up to a limit of €2,000 any one loss,</p> <p>c) Mobile telephones up to €250 any one item and any one loss.</p>	<p>a) any loss or damage to contact or corneal lenses,</p> <p>b) loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container,</p> <p>c) documents or securities,</p> <p>d) household goods, foodstuffs and domestic appliances,</p> <p>e) Property more specifically insured,</p> <p>f) sports equipment whilst in use,</p> <p>g) activity sports equipment (including skis, sticks and bindings), snowboards, water skis, sub-aqua water sports equipment, camping equipment, riding tack, windsurfers and equipment used for pot-holing and mountaineering,</p> <p>h) collections of stamps, coins and medals,</p> <p>i) televisions, audio and audio visual equipment,</p> <p>j) theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle,</p> <p>k) tools or instruments used or held for business or professional purposes,</p> <p>l) loss or damage listed under other Exclusions.</p> <p>m) the Excess shown in the Schedule.</p>
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CONDITIONS THAT APPLY to Section 2 – Buildings and Section 3 - Contents

Basis of Claims Settlement

In the event of loss or damage to your Contents, at our option, we may either pay the cost of replacing the lost or damaged item as new, or pay the cost of repairing the item.

In respect of any claim made under this Policy, our liability will:

1. not exceed the proportion that the sum(s) Insured bears to the full cost of replacement of your Contents, as stated in the Schedule,
2. not exceed the Sum Insured for your Contents, as stated in the Policy.

It is your responsibility to ensure that, at all times the Contents Sum Insured reflects the total cost of replacement as new.

Matching of Items

We will not pay for the cost of replacing or repairing any undamaged items or parts of items forming part of a set, suite carpet or the article of a uniform nature, colour or design where the remaining item(s) are still usable and the loss or damage occurs:-

- within a clearly identifiable area or to a specific part,
- replacements cannot be matched.

We will not reduce the Sum Insured under this section following a claim, provided that you agree to carry out any recommendations which we make to prevent further loss or damage.

GENERAL CONDITIONS

APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

Disclosure of material facts

This insurance shall be deemed voidable in the event of any non-disclosure, misrepresentation or miss-description of any material fact which would have influenced our decision in accepting the Policy.

Duty of Care

You must take actions to prevent loss or damage to your Property and ensure that your Property is maintained in a good state of repair. All protections installed for the protection of the Building must be regularly maintained and be in use when the Building is left unattended, or when any occupants have retired for the night.

Changes in Circumstances

You must notify your broker or us of any change in your circumstances and in particular (but not limited to) the use of your Property, if the Property is being structurally altered, if there is any extension being built, the use of the Building is changing, the cost of rebuilding your Property or replacing your Contents.

Unoccupancy

1. If the Buildings as specified in the Schedule are to be left unattended for 30 days or more, you must immediately ensure that the gas and water system is turned off and drained at the mains, or any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees Celsius.
2. You must notify your broker or us if the Buildings as specified in the Schedule are to be regularly unattended for more than 30 consecutive days in any single period.

Notice of Building works

You must notify your broker or us prior to the start of any conversions and extensions to any Buildings specified in the Schedule.

Other Insurance

If you have any other insurance which covers the same loss, damage or liability, we will only pay our share of any claim.

Fraudulent/False claims

If you make any claim knowing the claim to be false or fraudulent, this insurance shall become void and all claims shall be forfeited. We have the right to notify An Garda Síochána, or other relevant authority or body of any such instances or circumstances.

GENERAL EXCLUSIONS

- a) **Radiation**
Any direct or indirect consequence of:
Irradiation, or contamination by nuclear material; or
The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- b) **War**
Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- c) **Terrorism**
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
- d) **Deliberate Act**
Loss or damage caused intentionally by You, or anyone working on Your behalf.
- e) **Existing Damage**
Loss or damage occurring prior to the commencement of Your insurance Policy.
- f) **Sonic Pressure**
Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.
- g) **Consequential Loss**
Consequential Loss as a result of any claim under this Policy.
- h) **Wear and Tear**
Loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.
- i) **Electronic Data**
Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
- j) **Motor Vehicles**
Loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.
- k) **Domestic Pets**
Loss or damage caused by domestic pets, insects or vermin.

ENDORSEMENTS

The endorsements in this section only apply to your policy if any of the endorsements numbered below are shown in the Special Notice (1) section on your Policy Schedule.

EVRH 1 Monitored Intruder Alarm

A discount has been allowed because you have an Intruder Alarm installed by an NSAI approved installer to EN 50131 standards connected to a central monitoring station. It is a condition precedent to any liability of the company in respect of theft or any attempted theft that the Intruder Alarm fitted is providing protection to all external doors and accessible windows. The Intruder Alarm must be maintained in efficient working order and must be put in full and effective operation whenever the Home is unattended.

EVRH 2 Intruder Alarm

A discount has been allowed because you have an Intruder Alarm installed. It is a condition precedent to any liability of the company in respect of theft or any attempted theft that the Intruder Alarm fitted is providing protection to all external doors and accessible windows. The Intruder Alarm must be maintained in efficient working order and must be put in full and effective operation whenever the Home is unattended.

EVRH 3 Security Locks

We will not cover any loss or damage as a result of theft or any attempted theft while your house is unoccupied unless:

1. All external doors are fitted with five lever Mortise deadlock devices, (we will accept five Lever Mortice Deadlocks approved to BS3621 : 1980, Rim automatic deadlock approved to BS3621 : 1980, with a key lockable handle on the inside, and key operated integral multi-point locking system) or a minimum of three lever Mortise deadlock with an approved alarm to IS199 OR EN50131 standard installed by a NSAI or SSAIB Certified Intruder Alarm Installer.
2. All french doors, patio doors and all accessible windows are fitted with approved security locks. (We will accept multi-point locking mechanism or standard patio lock with button operated locks top and bottom).

EVRH 4 Roof Maintenance Conditions

It is a condition of this insurance that:

1. any flat felted roof portion of the Property be inspected at least every 5 years by a qualified builder or property surveyor,
2. any defects brought to light by these inspections shall be repaired immediately,
3. the flat felted roof portion be properly maintained.

APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

If you need to make a claim under this Policy, you must contact our appointed Claims Manager at:

Cunningham Lindsey Ireland
Infinity House
South County Business Park
Leopardstown
Dublin 18.
Telephone: 01 2075110

- a) Provide full details of your claim as soon as possible after the event and always within 30 days. A delay could prejudice your claim.
- b) Immediately notify An Garda Síochána following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number.
- c) Take all steps necessary to reduce further loss, damage or injury.
- d) Provide all information and evidence, including written estimates and proof of ownership and value that may be requested.
- e) Do not, under any circumstances effect full repairs without prior written consent from Cunningham Lindsey.
- f) Under no circumstances must you admit any liability or responsibility or negotiate or settle any aspect of any claim without permission in writing from Cunningham Lindsey. Neither you nor your solicitors are to respond to any correspondence. All such correspondence should be sent unanswered to Cunningham Lindsey.

On receipt of a notification of a claim, we may do the following:

- a) Enter any Building following loss or damage.
- b) Negotiate, defend or settle any claim made against you.
- c) Prosecute in your name for our benefit, any other person in respect of any claim we may have to pay.
- d) Appoint a loss adjuster to handle the claim on our behalf.
- e) Arrange to repair the damage to the Building and/or any other Property or item and handle any salvage appropriately.



17-21 Temple Road | Blackrock | Co. Dublin.
Phone: 01-2000724 | Fax: 01-2831825 | Email: underwriting@eversure.ie

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