



POLICY

HOME INSURANCE

Arranged exclusively by OBF Insurance Group Ltd. with certain underwriters at Lloyd's

Coverholder at **LLOYD'S**

EFFECTED THROUGH

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

When drawing up this certificate, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

The insurance relates only to those Sections of the certificate which are shown in the **schedule** as being included.

The subscribing insurers' obligations under 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 insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

The written authority (which number is shown in the **schedule**) carrying the seal of the Lloyd's Policy Signing Office allows **OBF Insurance Group Ltd.** to sign and issue this certificate on behalf of underwriters whose syndicate numbers are given in the authority.

Signed by



For and on behalf of Underwriters

INTRODUCTION

This certificate of insurance, **schedule** and any **endorsement** applying to **your** certificate form **your** Lloyd's Home Insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

Please read the whole document carefully.

It is arranged in different Sections. It is important that;

- **You** are clear which Sections **you** have requested and want to be included;
- **You** understand what each Section covers and does not cover;
- **You** understand **your** own duties under each Section and under the insurance as a whole.

Please contact **us** or **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

Definitions

Wherever the following words appear in this insurance they will have the meanings shown below.

Bodily injury

Bodily injury includes death or disease.

Buildings

- The **home** and its decorations;
- Fixtures and fittings attached to the **home**;
- Permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates, fences and fixed fuel tanks;

You own or for which **you** are legally responsible within the **premises** named in the **schedule**.

Contents

Household goods and personal property, within the **home**, which are **your** property or which **you** are legally responsible for.

Contents includes:

- Tenant's fixtures and fittings;
- Radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**;
- Money and credit cards up to €350 in total;
- Deeds, prize bonds and registered bonds and other personal documents up to €750 in total;
- Stamps or coins forming part of a collection up to €750 in total;

- Gold, silver, gold and silver plated articles, jewellery and furs up to 33.3% of the sum insured for contents in total but limited to 5% of the sum insured for contents for any one item or €3,000 whichever is the greater, all within the private dwelling;
- Property in the open up to €650.
- Domestic fuel in fixed fuel tanks up to €750.

Contents does not include:

- Motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories;
- Any living creature;
- Any part of the **buildings**;
- Any property held or used for business purposes other than as defined under **office equipment**.

Credit cards

- **Credit cards**, charge cards, debit cards, bankers cards and cash dispenser cards.

Endorsement

A change in the terms and conditions of this insurance.

Europe

Europe will include:

- All Mediterranean Islands;
- All countries with a Mediterranean shoreline;
- The Canary Islands;
- Madeira;

and journeys between these territories.

Home

The private dwelling of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

Ireland

Ireland shall mean the Republic of Ireland and Northern Ireland.

Money

- Current legal tender, cheques, postal and money orders;
- Postage stamps not forming part of a stamp collection;
- Savings stamps and savings certificates, travellers' cheques;
- Premium bonds, luncheon vouchers and gift tokens all held for private and domestic purposes.

INTRODUCTION CONTINUED

Office equipment

Computers and **home** office equipment belonging to **you** and used in conjunction with **your** business at the **home**;

- Office equipment up to €4,000 within the **home**.

Office equipment does not include:

- Loss of magnetism or corruption of data;
- Compensation for **you** not being able to use the computer or any equipment following loss or damage;
- The equipment being confiscated or repossessed;
- Dishes, tapes, disks and spools;
- The cost of reconstituting any lost or damaged data;
- Any business stock or money held for business purposes;

Period of insurance

The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

Personal possessions

Clothing, baggage, guns, sports equipment and other similar items normally carried about the person and all of which belong to **you**.

Personal possessions does not include:

- **Money** and **credit cards**;
- **Pedal cycles**.

Premises

The address which is named in the **schedule**.

Sanitary ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Schedule

The **schedule** is part of this insurance and contains details of **you**, the **premises**, the sums insured, the **period of insurance** and the sections of this insurance which apply.

Standard construction

Built of brick, stone or concrete and roofed with slates, tiles, or concrete including flat roofs where the total flat roof area does not exceed 25% of the total roof area.

Unoccupied

You have not been in the **home** overnight.

Excess:

The amount shown in the **schedule** or policy wording or **endorsement you** have to bear in respect of certain claims covered by this insurance

Valuables

- Jewellery;
- Furs;
- Gold, silver, gold and silver plated articles;
- Pictures and fine art.

Flood — Definition

A. The escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam;

OR

B. inundation from the sea whether resulting from storm or otherwise.

Storm — Definition

Violent atmospheric disturbance with strong winds which are capable of causing damage to a **building(s)** which is in sound condition and good repair.

We/us/our

The Underwriters at Lloyd's (either individual or corporate) who have a share in this insurance.

You/your/insured

The person or persons named in the **schedule** and all members of their family who permanently live in the **home**.

Your broker

The insurance broker who arranged this insurance on **your** behalf.

GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

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

Your duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **building(s)** in a good state of repair.
2. **You** must tell **us** or **your broker** immediately if **you**;
 - Stop using the **home** as **your** permanent private residence, or;
 - Regularly leave the **home** unattended by day or by night other than for **your** normal job of work and holidays not exceeding 40 consecutive days in length.

When **we** receive this notice **we** have the option to change the conditions of this insurance or to withdraw all cover under the insurance.

3. **You** must tell **us** or **your broker** before **you** start any conversions, extensions or other structural work to the **buildings** that;
 - Change the use of the **buildings** in any way;
 - Involves the external surfaces of the **buildings** being affected/changed;
 - Means **you** having to move out of the **buildings** for any period of time.

When **we** receive this notice **we** have the option to change the conditions of this insurance. If **you** fail to comply with any of the above duties this insurance may become invalid.

No claim discount

If **you** have no claim for 3 years **you** may be entitled to a no claim discount. If **you** subsequently have a claim, this discount will be reduced to nil at the next renewal date.

Data Protection Act 1998

It is understood by the Assured that any information provided to the Underwriters regarding the Assured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

Cancellation clause

1. Cooling-off period — Right to withdraw.

You are entitled to cancel this insurance by writing to OBF Insurance Group Ltd. within 14 days of the start of the **period of insurance** without giving a reason. Providing **you** have not made any claims **we** will allow a proportionate return of premium for any unexpired **period of insurance** for which **you** have paid.

2. **We** may cancel this insurance by sending 15 days written notice by recorded delivery to **you** at **your** last known address and make a proportionate return of premium for any unexpired **period of insurance** for which **you** have paid.

3. **You** may cancel this insurance at any time by writing to OBF Insurance Group Ltd. at the address stated. Provided that no incident giving rise to a claim has occurred in the current **period of insurance**, **you** will be entitled to a proportionate return of the premium for the unexpired **period of insurance**. If **you** cancel during the first year (outside of the cooling-off period) any return of premium will be at **our** discretion. No return of premium will be allowed if a claim has occurred during the **period of insurance**.

4. Notwithstanding **your** right to withdraw, as stated in 1 above, in the event of the premium due for this insurance not being paid within 15 days, this insurance shall automatically be null and void.

Unoccupancy clause

If **your home** is **unoccupied** for more than 40 consecutive days/nights without **our** written agreement this insurance will cover fire/lightning/explosion and earthquake only with immediate effect. This clause does not apply if one of the supplementary unoccupancy clauses is specified in the **schedule** unless **you** have informed **us** and **we** have agreed in writing.

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to, by or arising from;

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

B. War exclusion

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

C. Existing and deliberate damage

We will not pay for loss or damage:

- Occurring before cover starts or arising from an event before cover starts;
- Caused deliberately by **you** or any member of **your home**;

D. Electronic data exclusion

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to, by or arising from;

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

For the purposes of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

E. Biological and chemical contamination exclusion

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;

directly or indirectly caused by or contributed to, by or arising from;

- (i) Biological or chemical contamination due to or arising from terrorism and/or;
- (ii) Steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

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

- (i) The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) Putting the public or any Section of the public in fear;

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

F. Excesses

- The standard excess is €250 unless stated otherwise on **your schedule**.
- The **excess** for subsidence landslip and heave is €1,250.
- The **excess** for escape of water and frost damage to fixed water tanks apparatus or pipes on all properties is €750.
- However, where the property is a holiday home **we** will not pay the first €750 for loss of or damage as a result of **storm** and **flood**.

G. Wear and Tear

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

H. Indirect loss or damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE CONTINUED

I. Government and Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

J. Defective Design or Construction

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

K. Rot

We will not pay for any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance

L. Confiscation

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

M. Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Your Duties

In the event of a claim or possible claim under this insurance:

1. **You** must notify **us** or **your broker** as soon as reasonably possible giving full details of what has happened;
2. **You** must provide **us** or **your broker** with written details of what has happened within 30 days and provide any other information **we** may reasonably require;
3. **You** must immediately forward to **us** or **your broker** within 7 days, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive;
4. **You** must inform the Gardai/Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, burglary, theft, attempted theft or lost property;
5. **You** must not admit liability or offer or agree to settle any claim without **our** written permission;
6. **You** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim;
7. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them or **you** have been advised by **us** to dispose of them;
8. **You** must take all reasonable care to limit any loss, damage or injury.

If **you** fail to comply with any of the above duties this insurance may become invalid.

How we deal with your claim

1. Defence of claims

We may:

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

2. Claim Retentions

We reserve the right to withhold all or part of any claims payment **we** have agreed to pay, pending proof from **you** that the agreed works have been carried out or completed, until evidence of these works or replacement of any insured property has been accepted by **us**. **We** may request supporting invoices and receipts or any additional reasonable evidence, confirming the total costs of these works have been incurred before **we** release any interim or final payments as applicable.

3. Fees

We will not pay fees of public loss assessors and or fees associated with the preparation or presentation of any claim.

4. Other Insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance, except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected. This clause does not apply to fatal injury (Section 2 — H).

5. Fraudulent Claims

You must not act in a fraudulent manner.

If **you** or anyone acting with **you** or for **you**:

- Make a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect, or;
- Make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or;
- Make a claim in respect of any loss or damage caused by **your** wilful act or connivance.

Then:

- **We** shall not pay the claim;
- **We** shall not pay any other claim which has been or will be made under the insurance;
- **We** may at our option declare the insurance void;
- **We** shall be entitled to recover from **you** the amount of any claim already paid under the insurance since the last renewal date;
- **We** shall not return any premium;
- **We** may inform the Gardai/Police of the circumstances.

SECTION 1: BUILDINGS

What is covered	What is not covered
<p>This insurance covers the buildings for loss or damage directly caused by:</p>	<p>We will not pay:</p>
<p>1. Fire, lightning, explosion or earthquake.</p>	<p>The excess stated in the schedule.</p>
<p>2. Impact by aircraft, aerial devices, or articles dropped by them, rail vehicles, road vehicles or animals</p>	<p>The excess stated in the schedule.</p>
<p>3. Storm and flood.</p>	<p>A. For loss or damage caused by subsidence, landslip or heave other than as covered under number 8 of Section 1. B. For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences. C. For loss or damage caused by ingress of water due to wear, tear or deterioration. D. For loss or damage to flat roofs over 15 years old. E. The excess stated in the schedule.</p>
<p>4. Escape of water from and frost damage to fixed water tanks apparatus or pipes.</p>	<p>A. For loss or damage caused by subsidence, heave or landslip other than as covered under number 8 of Section 1; B. For loss or damage to domestic outbuildings and garages not of standard construction, domestic fixed fuel-oil tanks and swimming pools; C. For loss or damage while the buildings are not furnished enough to be normally lived in. D. Loss or damage caused by failure of or lack of sealant and/or grout. E. The excess stated in the schedule.</p>
<p>5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation.</p>	<p>A. For loss or damage due to wear and tear or any gradually operating cause. B. For loss or damage caused by faulty workmanship. C. For loss or damage while the buildings are not furnished enough to be normally lived in. D. For loss or damage caused by gradual emission. E. The excess stated in the schedule.</p>
<p>6. Burglary, theft or attempted theft.</p>	<p>A. For loss or damage while the home is not furnished enough to be normally lived in; B. For loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry. C. The excess stated in the schedule</p>
<p>7. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.</p>	<p>A. For loss or damage while the buildings are not furnished enough to be normally lived in. B. The excess stated in the schedule.</p>

SECTION 1: BUILDINGS

What is covered	What is not covered
<p>This insurance covers the buildings for loss or damage directly caused by:</p>	<p>We will not pay:</p>
<p>8. Subsidence, heave or landslip of the site upon which the building(s) stand.</p>	<p>A. For loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event;</p> <p>B. For loss or damage to solid floors caused by compaction of infill;</p> <p>C. For loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event;</p> <p>D. For loss or damage arising from faulty design, specification, workmanship or materials;</p> <p>E. For loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract, or a guarantee or by law;</p> <p>F. For loss or damage caused by coastal erosion;</p> <p>G. For loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions;</p> <p>H. Any pre-existing damage or damage due to any pre-existing cause or if any part of the building sustained previous subsidence, landslip or heave unless disclosed to us and acknowledged in writing by us.</p> <p>I. The excess stated in the schedule.</p>
<p>9. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts not exceeding 12 metres in height.</p>	<p>A. For loss or damage to radio and television aerials, satellite dishes, their fittings and masts.</p> <p>B. The excess stated in the schedule.</p>
<p>10. Falling trees.</p>	<p>A. For loss or damage caused by trees being cut down or cut back within the premises;</p> <p>B. For loss or damage to gates and fences.</p> <p>C. The excess stated in the schedule.</p>

SECTION 1: BUILDINGS

What is covered	What is not covered
<p>This Section of the insurance also covers:</p>	<p>We will not pay:</p>
<p>A. The cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> • Fixed glass and double glazing including the cost of replacing frames; • Sanitary ware; • Ceramic hobs; <p>all forming part of the buildings.</p>	<p>A. For loss or damage while the buildings are not furnished enough to be normally lived in;</p> <p>B. For breakage of property not in a sound condition.</p> <p>C. The excess stated in the schedule.</p>
<p>B. The cost of repairing accidental damage caused by external and visible means from a single identifiable event to:</p> <ul style="list-style-type: none"> • Domestic oil pipes; • Underground water-supply pipes; • Underground sewers, drains and septic tanks; • Underground gas pipes; • Underground cables; <p>which you are legally liable for.</p>	<p>A. For loss or damage due to wear and tear or any gradually operating cause.</p> <p>B. The excess stated in the schedule.</p>
<p>C. • Loss of rent due to you which you are unable to recover</p> <p>• Additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under Section 1.</p>	<p>A. Any amount over 10% of the sum insured for the buildings damaged or destroyed.</p> <p>B. The excess stated in the schedule.</p>
<p>D. Expenses you have to pay and which we have agreed in writing for:</p> <ul style="list-style-type: none"> • Architects', surveyors', consulting engineers' and legal fees; • The cost of removing debris and making safe the building; • Costs you have to pay in order to comply with any Government or local authority requirements, following loss or damage to the buildings which is covered under Section 1. 	<p>A. Any expenses for preparing a claim or an estimate of loss or damage;</p> <p>B. Any costs if Government or local authority requirements have been served on you before the loss or damage.</p> <p>C. The excess stated in the schedule.</p>
<p>E. Fire Brigade charges. We will pay charges levied by a local authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing a fire affecting the property named in the schedule in circumstances which have given rise to a valid claim under this insurance.</p>	<p>A. Any amount over €2,000 in total during the period of insurance.</p>
<p>F. If the buildings are damaged due to water escaping from water tanks, pipes, equipment, or fixed heating systems in the home, we will pay the reasonable cost of removing and replacing any other part of the buildings necessary to find and repair the source of the leak and making good.</p>	<p>A. Any amount more than €1,000 for any one incident.</p> <p>B. The excess stated in the schedule.</p>

SECTION 1: BUILDINGS

Accidental damage to the **buildings**.

The following applies only if the **schedule** shows that accidental damage to the **buildings** is included.

What is covered	What is not covered
This Section of the insurance covers the following:	We will not pay under this extension:
Accidental damage to the buildings .	<ul style="list-style-type: none">A. For damage or any proportion of damage which we specifically exclude elsewhere under Section 1;B. For the buildings moving, settling, shrinking, collapsing or cracking;C. For damage while the home is being altered, repaired, cleaned, maintained or extended;D. For damage to outbuildings and garages which are not of standard construction;E. For damage while the home is lent, let or sublet unless agreed by us and endorsed in this insurance;F. For the cost of general maintenance;G. For damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould, scratching, tearing, biting or frost or any other gradually operating cause;H. For damage arising from faulty design, specification, workmanship or materials;I. For damage from mechanical or electrical faults or breakdown;J. For damage caused by dryness, dampness, extremes of temperature or exposure to light;K. For damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks;L. For damage caused by or contributed to, by or arising from any kind of pollution and/or contamination;M. For damage arising out of defective materials, inherent vice or latent defect;N. Damage caused by any animal kept as a domestic pet;O. The excess stated in the schedule.

SECTION 1: BUILDINGS

Conditions that apply to Section 1 — **Buildings only.**

Settling claims

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under Section 1, **we** will pay the full cost of repair as long as:
 - The **buildings** were in a good state of repair immediately prior to the loss or damage and;
 - The sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and;
 - The damage has been repaired or loss has been reinstated.

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

2. **We** will not pay 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.

Your sum insured

1. **We** will not reduce the sum insured under Section 1 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

We will not pay more than the sum insured for each **premises** shown in the **schedule**.

SECTION 2: CONTENTS

What is covered	What is not covered
<p>This insurance covers the contents for loss or damage directly caused by:</p>	<p>We will not pay:</p>
1. Fire, lightning, explosion or earthquake.	A. The excess stated in the schedule .
2. Impact by aircraft, aerial devices, or articles dropped by them, rail vehicles, road vehicles or animals	A. The excess stated in the schedule .
3. Storm and flood.	<p>A. For property in the open;</p> <p>B. For loss or damage caused by subsidence, landslip or heave however caused.</p> <p>C. For loss or damage to the contents of domestic outbuildings and garages not of standard construction.</p> <p>D. For claims as a result of loss or damage to flat roofs over 15 years old.</p> <p>E. The excess stated in the schedule</p>
4. Escape of water from fixed water tanks, apparatus or pipes.	<p>A. For loss or damage caused by subsidence, heave or landslip other than as covered under number 8 of Section 1;</p> <p>B. For loss or damage to contents in domestic outbuildings and garages not of standard construction, domestic fixed fuel-oil tanks and swimming pools;</p> <p>C. For loss or damage while the buildings are not furnished enough to be normally lived in.</p> <p>D. For Loss or damage caused by failure of or lack of sealant and/or grout</p> <p>E. The excess stated in the schedule</p>
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation.	<p>A. For loss or damage due to wear and tear or any gradually operating cause;</p> <p>B. For loss or damage caused by faulty workmanship;</p> <p>C. For loss or damage while the buildings are not furnished enough to be normally lived in</p> <p>D. For loss or damage caused by gradual emission.</p> <p>E. The excess stated in the schedule</p>
6. Burglary, theft or attempted theft.	<p>A. For loss or damage while the home is not furnished enough to be normally lived in;</p> <p>B. For loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry.</p> <p>C. The excess stated in the schedule</p>
7. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.	<p>A. For loss or damage while the buildings are not furnished enough to be normally lived in.</p> <p>B. The excess stated in the schedule</p>
8. Subsidence, heave or landslip of the site upon which the building(s) stand.	<p>A. For loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event; covered under any contract, or a guarantee or by law;</p> <p>B. For loss or damage to solid floors caused by compaction of infill;</p> <p>C. For loss or damage arising from faulty design, specification, workmanship or materials;</p>

SECTION 2: CONTENTS

What is covered	What is not covered
<p>This insurance covers the contents for loss or damage directly caused by:</p> <p>8. Subsidence, heave or landslip of the site upon which the buildings stand. (continued)</p>	<p>We will not pay for:</p> <p>D. Any claim for which compensation has been provided, or for loss or damage which but for the existence of this insurance would be covered under any contract or guarantee by law</p> <p>E. Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions;</p> <p>F. Loss or damage caused by coastal erosion;</p> <p>G. Any pre-existing damage or damage due to any pre-existing cause or if any part of the building sustained previous subsidence, landslip or heave unless disclosed to us and acknowledged in writing by us.</p> <p>H. The excess stated in the schedule</p>
<p>9. Falling trees.</p>	<p>A. Loss or damage caused by trees being cut down or cut back within the premises.</p> <p>B. The excess stated in the schedule</p>
<p>This Section of the insurance also covers:</p> <p>A The contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>(i) Any of the events insured under 1 — 9 in Section 2 while the contents are:</p> <ul style="list-style-type: none"> • In any occupied private dwelling; • In any buildings where you are living or working; • In any building for valuation, alterations, cleaning or repair; • In any furniture store; • In any bank or safe deposit. <p>(ii) Fire, lightning, explosion, earthquake, burglary, theft or attempted theft while the contents are being moved to your new home following a permanent change of residence or to or from any bank, safe deposit or furniture store.</p>	<p>We will not pay:</p> <p>A. For contents outside Ireland;</p> <p>B. For money or credit cards;</p> <p>C. For any amount over 20% of the sum insured under Section 2 for contents in a furniture store.</p> <p>D. The excess stated in the schedule</p>
<p>B. Accidental damage to:</p> <ul style="list-style-type: none"> • Televisions; • Audio and video equipment; • Radios; • Home computer, video cassette recorders; all situated within the home. 	<p>A. Loss or damage or deterioration caused in the process of cleaning, repair, renovation or dismantling;</p> <p>B. Loss or damage to tapes, records, cassettes, disc or computer software;</p> <p>C. Mechanical or electrical faults or breakdown.</p> <p>D. The excess stated in the schedule</p>
<p>C. Accidental breakage of:</p> <ul style="list-style-type: none"> • Fixed glass and double glazing; • Sanitary ware; forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for: • Mirrors; • Glass tops and fixed glass in furniture; • Ceramic hobs. 	<p>A. Breakage of property not in a sound condition.</p> <p>B. The excess stated in the schedule</p>

SECTION 2: CONTENTS

What is covered	What is not covered
<p>This section of the insurance also covers:</p>	<p>We will not pay:</p>
<p>E. Costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the buildings cannot be lived in following loss or damage which is covered under Section 2.</p> <p>F. Your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under Section 2.</p>	<p>A. Any amount over 20% of the sum insured under Section 2 for the contents of the buildings damaged or destroyed.</p> <p>B. The excess stated in the schedule</p> <p>A. Any amount over 10% of the sum insured under Section 2 for the contents of the buildings damaged or destroyed;</p> <p>B. For loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings;</p> <p>C. For loss or damage arising from subsidence, heave or landslip;</p> <p>D. For loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously;</p> <p>E. For loss or damage while the buildings are not furnished enough to be normally lived in.</p> <p>F. The excess stated in the schedule</p>
<p>G. The cost of repairing accidental damage caused by external and visible means from a single identifiable event to:</p> <ul style="list-style-type: none"> • Domestic oil pipes; • Underground water-supply pipes; • Underground sewers, drains and septic tanks; • Underground gas pipes; • Underground cables; <p>which you are legally liable for as tenant only.</p>	<p>A. Loss or damage due to wear and tear or any gradually operating cause.</p> <p>B. The excess stated in the schedule</p>
<p>H. Fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amount:</p> <ul style="list-style-type: none"> • €5,000 for each insured person at the time of death. 	
<p>I. Costs you have to pay for replacing locks to safes, alarms and outside doors in the home following burglary, theft or attempted theft or loss of your keys.</p>	<p>A. Any amount over €500 in total.</p> <p>B. The excess stated in the schedule</p>

SECTION 2: CONTENTS

Accidental damage to contents.

The following applies only if the **schedule** shows that accidental damage to the **contents** is included.

What is covered	What is not covered
<p>This extension covers:</p>	<p>We will not pay under this extension:</p>
<p>Accidental damage to the contents within the home.</p>	<ul style="list-style-type: none"> A. For damage or any proportion of damage which we specifically exclude elsewhere under Section 2; B. For damage to contents within garages and outbuildings; C. For damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon; D. For damage caused by chewing, tearing, scratching or fouling by animals; E. Any amount over €5,000 in total for porcelain, china, glass and other brittle articles; F. For money, credit cards, documents or stamps; G. For damage to contact, corneal or micro corneal lenses; H. For damage while the home is lent, let or sub let; I. For damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould, scratching, tearing, biting or frost or any other gradually operating cause; J. For damage arising out of faulty design, specification, workmanship or materials; K. For damage from mechanical or electrical faults or breakdown; L. For damage caused by dryness, dampness, extremes of temperature and exposure to light; M. For any loss or damage caused by or contributed to, by or arising from any kind of seepage or any kind of pollution and/or contamination; N. For damage caused by any animal kept as a domestic pet; O. The excess stated in the schedule

SECTION 2: CONTENTS

Conditions that apply to Section 2 — **Contents only.**

Settling claims

1. If **you** claim for loss or damage to the contents **we** will at our option repair, replace or pay for any article covered under Section 2.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

- The new article is as close as possible to but not an improvement on the original article when it was new and;
- **You** have paid and **we** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- Clothes;
 - Pedal cycles;
 - Carpets, curtains, bed linen, fabrics and floor coverings over 5 years old where **we** will take off an amount for wear and tear and depreciation.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or 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.

Your sum insured

1. **We** will not reduce the sum insured under Section 2 after **we** have paid a claim as long as **you** agree to carry out our recommendations to prevent further loss or damage.
2. If **you** are under insured, which means the cost of replacing or repairing the contents at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the contents, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

We will not pay any more than the sum(s) insured for the **contents** of each **premises** shown in the **schedule**.

SECTION 3: ACCIDENTS TO DOMESTIC STAFF

This Section applies only if the **contents** are insured under Section 2.

What is covered	What is not covered
<p>We will indemnify you for:</p> <p>All sums that you become legally liable to pay as damages for bodily injury (including death or disease) to any person under a contract of service with you solely for private domestic duties (including chauffeur, gardener, persons carrying out repair work and other temporary or casual employees) arising out of and in the course of such persons employment by you and happening anywhere in the world.</p> <p>We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by us in writing.</p> <p>Provided that in respect of bodily injury or disease sustained by any domestic employee whilst temporarily employed outside the Republic of Ireland, the action for damages is brought in a court of law in the Republic of Ireland.</p> <p>If you die, your legal representative will have the benefit of this Section, for liability incurred by you for an event covered by this Section.</p>	<p>We will not indemnify you for:</p> <ul style="list-style-type: none">A. Liability arising from any wilful or malicious act;B. Liability assumed by you by agreement unless the liability would have existed without the agreement;C. Liability arising from the ownership, possession or use of animals other than horses, cats or dogs and other animals normally domesticated in Ireland;D. Liability arising from the ownership, possession or use of dogs designated as dangerous in the regulations made under the Control of Dogs Acts 1986 and subsequent amendments if the ownership, possession or use is not in accordance with the provisions of such regulations;E. Liability arising from Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immunodeficiency Syndrome (AIDS) and/or any mutant derivative or variations however caused;F. Liability arising directly or indirectly in connection with the demolition of or structural alteration to the buildings or any operation incidental thereto;G. Liability of whatsoever nature where compulsory insurance or security in respect of such liability is required by Road Traffic legislation or where indemnity is provided by any motor insurance contract.

Limit of insurance

We will not pay more than **€2,500,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

SECTION 4: LEGAL LIABILITY TO THE PUBLIC

This Section applies only if the **schedule** shows that either the **buildings** are insured solely and exclusively under Section 1 or the **contents** are insured under Section 2 of this insurance. **This Section applies in the following way:**

- If the **buildings** only are insured, **your** legal liability solely and exclusively as owner(s) only but not occupier(s) is covered under (i) below.
- If the **contents** only are insured, **your** legal liability solely and exclusively as occupier(s) only but not owner(s) is covered under (i) and (ii) below.
- If the **buildings** and **contents** are insured, **your** legal liability as owner(s) and occupier(s) is covered under (i) and (ii) below.

What is covered	What is not covered
<p>We will indemnify you:</p> <p>(i) As owner or occupier for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> • Bodily injury; • Damage to property. <p>Caused by an accident happening in or about the premises during the period of insurance, or</p> <p>(ii) As a private individual for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • Bodily injury; • Damage to property. <p>Caused by an accident happening anywhere in the world during the period of insurance.</p>	<p>We will not indemnify you:</p> <p>A. For bodily injury to:</p> <ul style="list-style-type: none"> • You; • Any other permanent member of the home; • Any person who at the time of sustaining such injury is engaged in your service; <p>B. For bodily injury arising directly or indirectly from any communicable disease or condition;</p> <p>C. For damage to property owned by or in the charge or control of:</p> <ul style="list-style-type: none"> • You; • Any other permanent member of the home; • Any person engaged in your service; <p>D. In Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance;</p> <p>E. For any liability arising directly or indirectly out of any profession, occupation, business or employment;</p> <p>F. For any liability which you have assumed under contract and which would not otherwise have attached;</p> <p>G. For any liability arising out of your ownership, possession or use of;</p> <p>(i) Any motorised or horsedrawn vehicle other than;</p> <ul style="list-style-type: none"> • Domestic gardening equipment used within the premises; • Pedestrian controlled gardening equipment used elsewhere; • Electronically powered golf trolley or buggies whilst within the boundaries of a recognised golf course only. <p>(ii) Any power-operated lift;</p> <p>(iii) Any aircraft or watercraft other than manually operated rowing boats, punts or canoes;</p> <p>(iv) Any animal other than cats, horses, or dogs which are not designated as dangerous in the regulations made under the Control of Dogs Acts 1986 and subsequent amendments if the ownership, possession or use is not in accordance with the provisions of such regulations.</p>

SECTION 4: LEGAL LIABILITY TO THE PUBLIC CONTINUED

What is covered	What is not covered
<p>We will indemnify you for:</p>	<p>We will not indemnify you for any liability:</p> <p>H. In respect of any kind of pollution and/or contamination other than;</p> <ul style="list-style-type: none"> • Caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule and; • Reported to us not later than 30 days from the end of the period of insurance. <p>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 arising out of your ownership, occupation, possession or use of any land or building that is not within the premises.</p> <p>I. Arising out of your ownership, occupation, possession or use of any land or building that is not within the premises;</p> <p>J. If you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance until such insurance(s) is exhausted;</p> <p>K. Where compulsory insurance or security in respect of such liability is required by road traffic legislation or where indemnity is provided by any motor insurance contract;</p> <p>L. Arising out of any criminal or violent act to another person.</p>

Limit of insurance

- In respect of pollution and/or contamination: **we** will not pay more than **€3,000,000** in all during the **period of insurance**.
- In respect of other liability covered under Section 4: **we** will not pay more than **€3,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

SECTION 5: VALUABLES AND PERSONAL POSSESSIONS

What is covered	What is not covered
<p>This insurance covers:</p> <p>Valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the geographical limits shown in the schedule.</p>	<p>We will not pay under this Section:</p> <ul style="list-style-type: none">A. For damage caused by moth, vermin, wear and tear or any gradually operating cause;B. For damage from electrical or mechanical faults or breakdown;C. Any amount over €1,500 for any one item (including articles forming a pair or set) unless stated otherwise in the schedule or the specification(s) attached to the schedule;D. For damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon;E. For damage to guns caused by rusting or bursting of barrels;F. For breakage of any sports equipment whilst in use unless agreed by us and endorsed in this insurance;G. For any loss of or damage to contact, corneal or micro corneal lenses, unless specified in the schedule;H. For theft or disappearance of jewellery from your baggage unless carried by hand and under your personal supervision;I. For mobile telephones and computer equipment unless specified in the schedule;J. For theft from unattended vehicles other than from an enclosed boot or glove compartment but only up to maximum of €5,000 any one loss and in all during the period of insurance;K. Any amount over €2,500 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms unless contained in a locked safe where the limit is €15,000;L. For any breakage of articles of a brittle nature other than jewellery and spectacles unless such breakage is caused by burglars, thieves or fire;M. For tools, instruments or sports equipment used or held for business or professional purposes.N. The excess stated in the schedule

SECTION 5: Valuables and Personal Possessions

Conditions that only apply to Section 5 — **Valuables and Personal Possession only**.

How we deal with your claim

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.
2. If any insured item consists of articles forming a pair or set with an insured value of €1,500 or over:
 - **We** will not pay for the cost of replacing any undamaged item forming part of such pair or set;
 - **We** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

Your sum insured

3. If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim. For example if **your** sum insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement.

However, if **personal possessions** are lost or damaged away from the **home** **we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

Limit of insurance

We will not pay more than the sum(s) insured shown in the **schedule**

SECTION 6: DOMESTIC FREEZER COVER

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

What is covered	What is not covered
Section 2 of this insurance extends to cover: <ul style="list-style-type: none">The cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes or a failure of the public electricity or gas supply.	We will not pay for: <ul style="list-style-type: none">A. Loss or damage caused by any electricity or gas company cutting off or restricting your supply;B. Loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action.C. The excess stated in the schedule

Limit of insurance

We will not pay more than the sum insured shown in the **schedule**.

SECTION 7: PEDAL CYCLE COVER

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

What is covered	What is not covered
<p>Section 2 of this insurance extends to cover the following:</p> <p>The cost of repairing or replacing your pedal cycles following:</p> <ul style="list-style-type: none">• burglary, theft or attempted theft;• accidental damage. <p>Anywhere in Ireland and up to 30 days in Europe in any one period of insurance.</p>	<p>We will not pay:</p> <ul style="list-style-type: none">A. For loss or damage to:<ul style="list-style-type: none">• Tyres;• Lamps,• Accessories;unless the cycle is stolen or damaged at the same time.B. For loss or damage due to wear and tear or any gradually operating cause;C. For damage from mechanical or electrical faults or breakdown;D. For loss or damage while the cycle is used for racing or pacemaking;E. To replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft;F. Any amount over €1000 for any one cycle unless specifically stated in the schedule.G. The excess stated in the schedule

Limit of insurance

We will not pay more than the sum insured shown in the **schedule**.

SECTION 8: MONEY AND CREDIT/DEBIT CARD COVER

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

What is covered	What is not covered
<p>Section 5 of this insurance extends to cover the following:</p> <ul style="list-style-type: none">• Theft or accidental loss of money;• Any amounts which you become legally liable to pay as a result of unauthorised use following theft of your credit/debit card(s); within the geographical limits shown in the schedule, provided that:• Within 24 hours of your discovery of any such loss or theft, you have notified the Gardai/Police and in the case of credit/debit card(s) the card issuing company and:• You have complied with all other conditions under which your credit/debit card(s) were issued to you.	<p>We will not pay:</p> <p>To make up any shortages due to error or omission;</p> <ul style="list-style-type: none">A. For loss of value;B. For losses not reported to the Gardai/Police and in the case of credit/debit card(s), to the issuing company within 24 hours of discoveryC. The excess stated in the schedule

Limit of insurance

We will not pay more than the sum(s) insured shown in the **schedule**.

ENDORSEMENTS

The following clauses apply only if they are mentioned in the **schedule**.

1. Hotel and motel clause

This insurance does not cover theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms. (This Clause overrides Exclusion K. of Section 5).

2. Alarm clause

This insurance does not cover burglary, theft, or attempted theft:

- When **you** have left the **premises** without an authorised occupant, unless;
 - A. At all such times the intruder alarm has been put into full and effective operation and;
 - B. The intruder alarm is kept in good working order throughout the **period of insurance** and is checked at least every 3 years by a qualified person.

3. Safe clause

This insurance does not cover theft of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn.

4. Keys clause

This insurance does not cover theft of jewellery from safe(s) unless **you** have removed the keys of the safe(s) from the **home** while **you** are absent from the **premises**.

5. Climatic conditions clause

This insurance does not cover loss or damage caused by dryness, dampness, extremes of temperature or exposure to the light.

6. Musical instruments clause

This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.

7. Theft limitation clause

This insurance does not cover burglary, theft or attempted theft from the **home** other than as a result of violent and forcible entry.

8. Non-standard construction clause

It is agreed that the private dwelling of the **home** is not of **standard construction**.

9. Subsidence, heave or landslip exclusion clause.

Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in number 8 of Sections 1 and 2 is not covered by this insurance.

10. Minimum security clause

This insurance does not cover burglary, theft and attempted theft from the **home** unless the following minimum protections are fitted.

External doors: 5 Lever mortice deadlocks;

Patio doors: Patio or French doors must be secured by a multi-point locking system with a lever or cylinder deadlock; or other key-operated vertical security bolts fitted inside the door.

Windows: Key operated security locks to all ground floor and other accessible windows.

11. Flood exclusion clause

Section 1 (**buildings**) and Section 2 (**contents**) of this insurance does not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of Sections 1 and 2.

12. Contractors exclusion clause

This insurance does not cover loss, damage or liability arising out of the activities of contractors including any loss, damage or liability as a result of **you** acting in the capacity of a professional tradesperson for works undertaken at the property.

13. Business-use extension clause

In return for the payment of an extra premium Section 4 (i) extends to include **your** legal liability, as defined in that Section, for using the **home** for the business purposes which are detailed in the **schedule**. However, **we** will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment.

ENDORSEMENTS

14. Deleted

15. Stamp clause

We will only pay up to 75% of the Stanley Gibbons valuation in respect of any stamps that are lost or damaged.

16. Your bank or building societies interest clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

17. Protections clause

It is **your** duty to ensure that all protections provided for the security of the **home** and **contents**:

- Are maintained in good working order, and;
- Are in full and effective operation whenever **you** are absent from the **premises**.

If **you** fail to comply with the above duties this insurance may become invalid in respect of loss or damage resulting from unauthorised entry.

18. Unattended vehicles clause

This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant and overrides any other coverage given in this insurance for theft from unattended vehicles.

19. Unoccupancy clause — Holiday Homes

Immediately the **home** is **unoccupied**;

A. You must ensure that between 1st November and 31st March (both days inclusive) annually:

- i) the water is turned off at the mains and the water system is drained, and
- ii) the electricity is turned off at the mains unless it is required to maintain alarm systems
- iii) all electrical appliances are unplugged/disconnected from the supply, other than may be required to maintain alarm systems.

B. You must ensure that a responsible person is appointed to supervise and check the property at least once a month.

C. Valuables are excluded from this insurance.

Failure to comply with the requirement A. above will result in loss or damage resulting from escape of water or burst pipes being excluded from this insurance.

Failure to comply with the requirement B. above may result in this insurance becoming invalid.

20. Deleted

ENDORSEMENTS

21. Chimney clause

It is your duty that:

- All open chimneys and/or flues to solid fuel stoves, boilers and open fires are kept in a good state of repair and they must be professionally cleaned within two weeks of the inception date of this insurance or not more than 6 months since the last time they were professionally cleaned, whichever is the sooner. Thereafter **you** must have them cleaned at not more than 6 monthly intervals;
- **You** must keep in **your** possession the original dated receipts for all cleaning operations (including any cleaning operation prior to the inception of this insurance) for a period of 18 months. **You** will have to produce them for our inspection if **we** ask for them;

For the purposes of this insurance 'professionally' shall refer to an individual or company who are members of a recognised professional chimney cleaning trade body;

If **you** fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage caused by fire.

22. Deleted

23. Electrical clause

Throughout the **period of insurance you** must have an electrical certificate issued by a qualified electrical engineer which is not more than 5 years old and which confirms that the entire electrical system at the **home** is in a good state of repair. **You** must have this in **your** possession and produce it to **us** for inspection if **we** ask for it. If **you** fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage caused by fire.

24. Index linking

Index linked sums insured on contents:

The sum insured on **contents** will be adjusted each month in accordance with the Durable Goods Section of the Consumer Price index prepared by the Central Statistics Office or its equivalent. No additional premium will be charged for each monthly increase but at each renewal the premium will be calculated on the revised sum insured.

25. Index linking

Index linked sums insured on buildings:

The sum insured on **buildings** will be adjusted each month in accordance with the Home Building Cost Index prepared by the Department of the Environment or its equivalent. No additional premium will be charged for each monthly increase but at each renewal the premium will be calculated on the revised sum insured.

26. Voluntary excesses

- A. We** will not pay for the first €150 of each and every claim under all Sections other than Sections 3 and 4 in addition to the amount(s) stated on page 5.
- B. We** will not pay for the first €300 of each and every claim under all Sections other than Sections 3 and 4 in addition to the amount(s) stated on page 5.

27. Let property clause

Section 1: Buildings — we shall not be liable for:

Any loss or damage as a result of theft or malicious damage done by persons legally on the **premises**.

Section 2: Contents — we shall not be liable for:

1. Property in the open;
2. Cash, currency, bank notes, credit cards and negotiable documents;
3. **Valuables** and all portable electrical items;
4. Property of tenants;
5. Property contained in outbuildings, sheds or garages;
6. Parts A., B., C., D., E., F., H. and I. of this Section;
7. The index linking provision of this Section;
8. **We** shall not be liable for any loss or damage as a result of theft or malicious damage done by persons legally on the **premises**. In return for the payment of an extra premium, Section 4 (i) extends to include **your** legal liability, as defined in that Section, for using the **home** for the business purposes of letting the property as a private domestic dwelling.

(CONTINUED OVERLEAF)

ENDORSEMENTS

27. Let property clause continued

Your duties:

- **You** must comply with any local authority regulations or statutory conditions regarding the letting of the property including but not limited to the maximum number of persons legally allowed to reside at the **premises** and any regulations regarding the fire resistant properties of any furniture;
- **You** must ensure that all gas appliances fitted at the property/ies are serviced by a contractor from a recognised trade body within 15 days of the inception of this insurance or not more than one calendar year from the date they were last serviced, whichever is the sooner; Thereafter **you** must have them serviced at least every twelve months. **You** must keep in **your** possession the original dated receipts for all the servicing operations of each individual appliance (including any servicing prior to the inception of this insurance) for a period of 24 months. **You** will have to produce them for our inspection if **we** ask for them;
- **You** must have the minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the property;
- **You** must immediately (and in any event within 10 days) inform **us** of any change in the type of tenant(s) at the property/ies, from that last disclosed to **us**, or **your** policy will be void.

If you fail to comply with your duties this may result in this insurance becoming invalid

The following unoccupancy clause applies:

Immediately the **premises** become unoccupied (being vacated or left by tenants for more than 30 days or the tenancy agreement terminating, whichever is the sooner) all cover under this insurance is deleted other than fire, lightning, explosion, earthquake, aircraft and storm.

28. Deleted

29. High value cycle endorsement

We will not pay for the theft of pedal cycles with an individual value in excess of €1000 unless:

- A.** Whilst at the **premises** the cycles are within an alarmed garage/shed or outbuilding and are securely chained whilst in the garage/shed or outbuilding;
- B.** Whilst away from the **premises** unless kept in a locked garage or private dwelling constructed of brick, stone, slate or tile.

30. Jewellery clause

This insurance does not cover loss of or theft of jewellery unless at the time of loss or theft the jewellery is:

- A.** Being worn by **you**; or
- B.** Deposited in a bank or hotel/motel safe; or
- C.** In a locked safe at the **home**; or
- D.** Carried by hand by **you**.

31. Property in the open

This insurance excludes loss or damage to property in the open where the premises are **unoccupied**.

32. Business use extension clause — let property

In return for the payment of an extra premium, Section 4 (i) extends to include **your** legal liability, as defined in that Section, for using the **home** for the business purposes of letting the property as a private domestic dwelling.

33. Limitation to Cover Clause

Cover under this policy of insurance is limited to the perils of Fire, Lightning, Explosion, Aircraft and Legal Liability only, in respect of the **Premises** as stated in the schedule.

34. Laptop Computer Clause

Cover in respect of Section 5, Valuables and Personal Possessions, is extended to include the electronic equipment (s) specified in the schedule subject to the following additional terms and conditions:

- Theft away from the **home** whilst on/in any form of public transport or public place is excluded if the electronic equipment is left unattended;
- Theft of the equipment from any unattended motor vehicle are excluded unless, the equipment is concealed in a locked boot and all the vehicles security systems have been activated;
- Theft from any building or Premises is excluded unless force, resulting in damage to the building or Premises, was used to gain entry;
- Loss of or damage to accessories of any kind is not covered;
- The theft, loss or disappearance must be reported to the Police/Gardai within 24 hours;
- Any loss of or damage to information or data or software contained in or stored on the electronic equipment whether arising as a result of a claim paid by this insurance or otherwise is specifically excluded.

Subject also to the terms and exclusions as stated within the policy.

35. Ride On Lawnmower

Cover is restricted to the risk address only. Cover excludes any loss or damage whilst in use and it is warranted that the ride on lawnmower is kept in a locked building or outbuilding while not in use.

36. Settings Condition

For specified jewellery items valued at €10,000 or more, **you** must ensure that all settings, mountings, clips and fastenings are inspected and overhauled by a competent jeweller at least once every 3 years and that evidence of such inspection be retained by **you**

37. Personal Liability cover is excluded from this insurance

This policy does not indemnify **you** for any amounts **you** become legally liable to pay as damages for **Bodily Injury** or Damage to Property caused by an accident happening anywhere in the world.

38. Hearing Aids

Cover excludes any loss or damage whilst swimming or bathing.

39. Flat Roof Exclusion

As a result of the flat roof having not been replaced within the last 15 years any loss of or damage as a result of storm damage to the roof and loss or damage as a result of water leaking through the roof is excluded

DATA PROTECTION NOTICE

OBF Insurance Group Ltd recognise that protecting personal information including sensitive personal information is very important and we recognise that you have an interest in how we collect, use and share such information. Our Data Protection Policy is in line with the requirements under the General Data Protection Regulations (GDPR) which are effective from 25 May 2018.

Please read the following carefully as it contains important information relating to the information that you give us or has been provided to us on your behalf. If you provide information relating to anyone other than yourself, you are responsible for obtaining their consent to the use of their data in the manner outlined below.

Full details of how we collect, use, store and protect your data can be found in our Data Privacy Notice, a copy of which is available on request or via our website, www.obf.ie.

What does OBF Insurance Group Ltd do with your personal data?

Information you provide will be used by OBF Insurance Group Ltd for the purposes of processing your application and administering your insurance policy. OBF Insurance Group Ltd may need to collect sensitive personal data relating to you (such as medical or health records) in order to process your application and/or any claim made.

All information supplied by you will be treated in confidence by OBF Insurance Group Ltd and will not be disclosed to any third parties except (a) to our agents, sub-contractors and reinsurers (b) to third parties involved in the assessment, administration or investigation of a claim (c) where your consent has been received or (d) to meet our legal or regulatory obligations. In order to provide you with products and services this information will be held in the data systems of OBF Insurance Group Ltd or our agents or subcontractors. The data is held on servers with multiple layers of security. Please note that some servers which may hold your data are located outside the EU.

We will hold data collected from you for the duration of our business relationship with you and for six years after that. This is a requirement under the Central Bank's Consumer Protection Code 2012. Your data may be used for the purposes of automated decision making but will not be used for profiling purposes.

OBF Insurance Group Ltd. may pass your information to other companies for processing on its behalf. OBF Insurance Group Ltd will ensure that its transfer of data is lawful and that your information is kept securely and only used for the purpose for which it was provided.

Calls to and from OBF Insurance Group Ltd are recorded for quality assurance or verification purposes.

Your Rights under our Data Protection Policy

You have the right to :

- Access the data we hold about you
- Have the data we hold about you transferred to another person or organisation
- Have inaccurate data about you corrected
- Have information about you erased (this could affect our ability to process your business)
- Object to direct marketing from us
- Restrict the processing of your data (this could affect our ability to process your business)
- Make a complaint to us about the implementation of our data protection policy and procedures.

To access the data we hold about you, you will need to complete and submit a Data Access Request Form, available on request or via our website.

Data Breaches

In the event of a data breach which results in your personal data being compromised, we will advise the Data Protection Commissioner within 72 hours at most, unless the data was encrypted or anonymised. Where there is a high risk to your rights, as set out in the GDPR, we will also advise you of the details of the breach and the steps we have taken to rectify it and prevent its recurrence.

Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud and the non-disclosure of relevant information OBF Insurance Group Ltd may at any time:

- Share information about you with companies or organisations outside OBF Insurance Group Ltd including where applicable private investigators and public bodies including An Garda Síochána;
- Check and/or file your details with fraud prevention agencies and databases such as InsuranceLink, and if you give us false or inaccurate information and we suspect fraud, we will record this. For more information on the functioning of InsuranceLink, please visit insurancelink.ie.

OBF Insurance Group Ltd may also search these agencies and databases to :

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your account or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

MEMORANDA

Insurance Act, 1936, All monies which become or may become due and payable by the Underwriters under this insurance shall be payable and paid in the Republic of Ireland.

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to Irish Law.

Complaint handling arrangements

Any complaint should be addressed in the first instance to OBF Insurance Group Ltd, Bridge House, Baggot Street Bridge Dublin 4. Ireland. Tel: +353 1 660 1033 E-Mail: info@obf.ie

The Lloyd's Managing Agent Canopus Managing Agents Limited, or the party named above that it has appointed to adjudicate on **your** complaint on its behalf, will acknowledge **your** complaint, in writing, within five business days of the complaint being made. It will also inform **you** of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further.

The Lloyd's managing agent Canopus Managing Agents Limited, or the party named above that it has appointed to adjudicate on **your** complaint on its behalf, will provide **you** with an update on the progress of the investigation of **your** complaint, in writing, within twenty business days of the complaint being made.

The Lloyd's managing agent Canopus Managing Agents Limited, or the party named above that it has appointed to adjudicate on **your** complaint on its behalf, will aim to provide **you** with its decision on **your** complaint, in writing, within forty business days of the complaint being made.

Should **you** remain dissatisfied with the final response from the above or if **you** have not received a final response within forty business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services Ombudsman (FSO). The contact details are as follows:

Financial Services Ombudsman
3rd Floor, Lincoln House
Lincoln Place
Dublin 2
Ireland
Tel: +353 1 6 620 899
Fax: +353 1 6 620 890
E-mail: enquiries@financialombudsman.ie

Alternatively you may contact:

Policyholder and Market Assistance

Lloyd's Market Services

Lloyd's

One Lime Street

London

EC3M 7HA

Tel : 0207 327 5693

Fax : 0207 327 5225

Email : complaints@lloyds.com

Complaints that cannot be resolved by the Policyholder and Market Assistance Department may be referred to the Financial Ombudsman Service Limited. Further details will be provided at the appropriate stage of the complaint process.

The complaints handling arrangements above are without prejudice to **your** rights in law.

The Insurance Cover to which this document relates was granted to the holder of a binding authority in Ireland from Lloyd's Underwriters for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936.

The holder of this binding authority is:

OBF Insurance Group Ltd.

Bridge House

Baggot Street Bridge

Dublin 4

T: +353 1 660 1033

E: info@obf.ie

who, in conjunction with Lloyd's Ireland Representative Limited, has all the powers required of him under the Insurance Acts and Regulations.

Without prejudice to the generality of the foregoing, the Underwriters hereon agree that:

- (i) If this contract is subject to Irish law, in the event of a dispute arising under the Policy, Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in Ireland; such dispute shall be determined in accordance with the law and practice applicable in such Court;
- (ii) Any Summons, Notice or Process shall be served upon their General Representative at the address stated above.

MEMORANDA CONTINUED

Claims service

In the first instance, **you** should contact OSG who will provide a claim form for completion and advise **you** how to proceed. OSG are authorised to deal with claims on behalf of OBF Insurance Group Ltd.

Their contact details are as follows:

OSG Outsource Services Group Ltd

**Merrion Hall
Strand Road
Sandymount
Dublin 4**

T: +353 1 261 1529

E: info@osg.ie

OSG Outsource Services Group Limited is regulated by the Central Bank of Ireland

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