

HOUSEHOLD INSURANCE with GREAT LAKES INSURANCE SE



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POLICY ASSUMPTIONS

PLEASE READ THIS POLICY DOCUMENT CAREFULLY TO ENSURE THAT IT MEETS ALL YOUR REQUIREMENTS

In return for the premium shown in the schedule **We** agree to insure **You**, subject to the terms and conditions in or endorsed on this certificate, against loss or damage **You** sustain or legal liability **You** incur during the period 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 not need to discuss any aspect of this policy, please contact the agent who helped **You** complete this insurance or MIS directly.

Household Cover Assumptions

Unless otherwise stated in your policy schedule it is assumed the property is:

1. In an area free from **Flooding** and is not within 500 metres of any property or development, which has **Flooded** or located at least 100 metres from, any river, seafront, estuary, lake or watercourse.
2. In an area free from **Subsidence Landslip and Heave** and is not within 200 metres of any property or development, which has been subject to **Subsidence Landslip and Heave**.
3. Maintained in a good state of repair, built after 1901 and not under construction, renovation, restoration or extension
 - Properties built between 1800 and 1900 will be accepted provided that the property has been fully renovated.
 - The renovation must have included the following:
 - Replacement of the roof and all gutters and down pipes
 - Replacement of all electric circuits and fuse boards
 - Replacement of all plumbing
4. Of **standard construction** and if it has a flat roof it is no more than 25% of the total roof area covered. Any flat roof must be inspected by an independent professional at least every 5 years.
5. Protected by a robust locking mechanism, mortice deadlocks or deadlocking rim latches and all french doors, patio doors and accessible windows are fitted with adequate security locks security locks and secured when the property is **unoccupied** or when **You** and **Your Family** have gone to bed at night.
6. Occupied solely by **You** and **Your Family** as **Your** principle residence, for residential purposes only and not used for **business**.
7. Not left **Unoccupied** for more than 30 consecutive days at any one time.
8. Not in an area designated as a **Ghost Estate** or part of any **unoccupied** housing estate.

Neither You or any member of Your Family has:

- Made more than 1 claim in the last 36 months or had any claim over €5000.
- Ever had a proposal for insurance declined, renewal refused, cover terminated or special terms or conditions imposed by any insurer.
- Ever been convicted of, or have any prosecution pending for any criminal offence (other than minor motoring offences).
- Any court judgements against them.

About the Cover

Unless otherwise stated in your policy schedule:

- **You** accept there is no **Accidental Damage** cover for **Your Buildings** or **Contents**.
- **You** accept there is no cover for any items outside the **Home**.
- **You** accept that the most **We** will pay for **Valuables** located within the **Home** is 20% of the **Contents** sum insured.
- **You** accept that the most **We** will pay for any single article **Valuable** is €1,000.
- **You** accept that **You** do not require cover for **Credit Cards**, mobile phones, wind turbines or solar panels.
- **You** accept that **You** do not require cover for pedal cycles, unless the pedal cycle is specified.
- **You** accept that **You** do not require cover for **Flood** in the following geographical areas:
Cork City, Cork County and Limerick City.
- **You** accept that **You** do not require cover for **Subsidence, Heave** or **Landslip** in Cork City and Cork County.

INTRODUCTION

Thank You for insuring via MIS Underwriting Ltd. MIS Underwriting Ltd are the administrators of this policy, and are authorised and regulated by the Central Bank of Ireland.

Your policy consists of this booklet and Your Schedule. It is based on the details You have supplied to Us. Keep these documents in a safe place.

Important Information

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your policy schedule** and this policy document, subject to the terms, conditions, and limitations shown in this document.

Your cover is valid from and until the dates specified on **your policy schedule**.

Please refer to the policy documents provided to **you** when the policy was purchased or last amended, for details of the type of and level of cover **your** policy provides.

Your obligation to keep to the terms and conditions of the policy

It is a condition precedent to **our** liability under this policy that **you** shall duly and faithfully observe the terms, conditions and endorsements of this policy insofar as they relate to anything to be done or complied with by **you**, and the truth of the statements and answers in any proposal form, renewal form or otherwise, shall be conditions precedent to **our** liability to make payment under this policy. This policy shall be void in the event of misrepresentation, misdescription, and/or non-disclosure of any material fact.

This policy shall be avoided if after commencement of this insurance there is any alteration in risk whereby the risk is increased unless such alteration be notified to and agreed in writing by **us**.

Insurance Act 1936 (or future amendments thereto)

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

Finance Act 1990 (or future amendments thereto)

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Financial or Trade Sanctions

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

Changing Circumstances

Please make sure **You** tell **Us** or **Your** insurance intermediary as soon as possible if there are any changes to **Your** circumstances which could affect **Your** insurance. For example, please tell **Us** if **You**:

- Change **Your** Address
- Will be leaving **Your Home Unoccupied** for more than 30 days
- Intend to carry out any structural renovations or alterations
- Change of usage including but not limited to home business and paying guests

If **Your** circumstances change and **You** do not tell **Us**, **You** may find that **You** are not covered if **You** need to make a claim.

Your Right to Cancel

You have the right to cancel this policy within 14 days of the date **you** purchased the policy or when **you** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

If **you** wish to cancel the policy after 14 days, **we** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided.

Cancellation by Us

We shall not be bound to accept renewal of any insurance and **we** may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- Failure to provide documents
- Where **We** reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions
- **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

If **we** cancel **your** policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to Fraud

Fraudulent Claims

You must not act in a Fraudulent way, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;

- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately; or
- Acting dishonestly or exaggerating a claim.

If a claim is in any respect fraudulent or if any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain any benefit under this policy or if any loss or damage is occasioned by **your** wilful act or your collusion and/or connivance all benefit under this policy shall be forfeited.

Your Insurers

This insurance is arranged by MIS Underwriting Ltd. and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE, herein referred to as 'Great Lakes'.

Great Lakes is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Great Lakes is registered with the commercial register of the local court of Munich under number: HRB 230378.

MIS Underwriting Ltd. is regulated by the Central Bank of Ireland. Registered in Ireland No C190040. and is subject to the Central Bank of Ireland Conduct of Business Rules and Consumer Protection Code.

UK General Insurance Limited operates under Freedom of Services to provide services in Ireland.

Great Lakes Insurance SE is regulated by the Central Bank of Ireland and is subject to the Central Bank of Ireland's Conduct of Business Rules and Consumer Protection Code.

POLICY DEFINITIONS

Accidental Damage

Sudden, unintentional and unexpected, physical breakage that can be seen.

Buildings

The **Home**, and its fixtures and fittings, permanently installed swimming pools, permanently installed hot tubs and jacuzzis, tennis courts, paved terraces, paths, drives, walls, fences, gates, hedges, service tanks, drains, pipes, permanently connected cable and central heating oil tanks, all sited within the boundaries of the land belonging to the **Home**.

Business

Any employment, trade, profession or **business** activity for financial reward.

Contents

Household goods, **Personal Possessions, Valuables**, furniture owned by **You** or for which

You are legally responsible for in the **Home**. But excluding:

- i. Mechanically propelled or assisted vehicles and conveyances (other than domestic gardening equipment and electronic wheelchairs) whether licensed for road use or otherwise or parts and accessories on or in any of them.
- ii. Caravans, trailers, aircraft, hovercraft, boats or parts and accessories on or in any of them.
- iii. Money and **Credit Cards**.
- iv. Livestock, **pets** or animals of any kind.
- v. Landlord's fixtures and fittings.
- vi. Property held or used for **business** purposes.
- vii. Any part of the **Buildings**.
- viii. Property more specifically insured elsewhere.
- ix. Computer virus - any loss or damage to any property (including computers and loss or corruption of data) caused directly or indirectly by an attack by electronic means including computer hacking or the introduction of any form of computer virus.
- x. **You** accept that **You** do not require cover for Tablet computers, I pads, laptops or any other computer equipment, pedal cycles, and camping equipment unless specified.
- xi. **You** must maintain all Gas, Oil, Electrical equipment and appliances (e.g. heating appliances) in accordance with both (i) the manufactures instructions and (ii) any legal requirements.

Cost of Rebuilding

The full 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 Surveyors fees.

Credit Card

Credit Card, charge cards, cheque cards and cash dispenser cards.

Domestic Animals / Pets

Dogs, Cats and small rodents who are not used for working, breeding or financial gain.

Domestic Employees

Any employee of the **policyholder** 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 employees 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 and any other temporary or casual employee.

Electronic Equipment

- i. Any computer equipment, system or software
- ii. Any product, equipment or machinery, containing, connected to or operated by means of a data processor chip.

Endorsement

A change in the terms and conditions of this insurance.

Excess

The amount **You** must pay towards each and every incident of loss or damage as shown on the policy **Schedule**.

Family

You, **Your** domestic partner and other relations permanently residing with **You**.

Flood / Flooding

- 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 a storm or otherwise.

Ghost Estate

A development of ten houses or more in which fifty per cent or less are occupied or completed and the property is registered as being exempt from Local Property Tax being classed as an “unfurnished housing estate” by Irish Tax and Customs.

Home

The private dwelling, garage and domestic out buildings all being of **Standard Construction** at the address shown as the property insured on the **Schedule**.

Indemnity

Valuation based on the current age and condition of damaged article and NOT the cost to replace the article as new.

Period of Insurance

The period stated in the **Schedule** for which **We** have agreed to grant cover, providing that the full premium has been paid to **Us**.

Period of Unoccupancy / Unoccupied

Any period exceeding 30 consecutive days during which the **Home** has not been lived in by **You** or **Your Family**. Unoccupancy is deemed to start from the date **You** last vacated the property, which may pre-date the inception of the insurance granted by this policy.

Personal Possessions

Personal belongings and **Valuables** normally worn or carried about **Your** person but excluding:

- i. Money, **Credit Cards**, securities, documents and clothing.
- ii. **Vehicles** and accessories while in or on them.
- iii. Household goods and domestic appliances.

Policyholder

The person(s) named as **Policyholder** on the policy **Schedule**.

Sanitary Ware

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

Schedule

The schedule forms part of **your** insurance and confirms details of the cover provided by the policy.

Specified Personal Possessions

Valuables, and personal belongings with an individual article, pair or sets having a value near to, at, or over €1,000 normally worn about **Your** person but excluding:

- i. Money, **Credit Cards**, mobile phones, securities, documents and clothing
- ii. **Vehicles** and accessories while in or on them
- iii. Household goods and domestic appliances.

Please note **We** require receipts, valuations or proof of ownership of specified items within 30 days of cover commencing.

Standard Construction

Buildings constructed from concrete, brick, stone, slate and concrete tiles.

Subsidence / Landslip / Heave

Downward, upward or lateral movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves.

Trees and Shrubs

Trees, shrubs, plants, hedges and lawns on the land belonging to **Your Home**.

Vehicles

Any mechanical, battery, electrical, or wind powered conveyance that can travel on land, sea or air.

Valuables

- i. Articles of jewellery, pearls, gemstones, gold, silver or precious metal.
- ii. Pictures, works of art and curios.
- iii. Stamp, medals or coin collections.

- iv. Televisions, satellite decoders, audio and video equipment, DVD players, radios, home computers, laptops and **business** equipment.
- v. Records, cassettes, discs or tapes.
- vi. Clocks, watches, cameras, camera equipment and binoculars.

Unfurnished

Without sufficient furniture for normal living purposes.

Us, We, Our and Insurer

MIS Underwriting Ltd with UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

You or Your

The **Policyholder** and any member of the **Policyholder's Family** permanently residing at the **Home**.

HOW TO MAKE A CLAIM

If **you** need to make a claim, please let **us** know as soon as possible by contacting **us** in one of the following ways:

Call us on 018720179
Email us at claims@misgroup.online
Go online www.misgroup.online

In all correspondence please tell **us you** are insured by Great Lakes Insurance arranged by MIS Group and provide the unique policy number from your schedule. This will help **us** to confirm **your** policy details and deal with **your** claim as quickly as possible.

CLAIMS PROCEDURES AND CONDITIONS - APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

In the event of accident, loss or damage to the **Home** or property which might give rise to a claim, contact the claims line on 01 872 0179.

You can make any temporary repairs as soon as possible but keep the receipts and provide supporting documentation to include images as these may form part of **Your** claim. **We** must have the chance to inspect the damage before permanent repairs are carried out.

We will at **Our** option:

- i. Replace as new, or
- ii. Pay the cost it would cost **Us** to replace as new, or
- iii. Repair, or
- iv. Pay the cost to repair.

We will take the appropriate **Excess** from all claim payments **We** make.

If **you** have advised on proposal that **you** have an alarm system fitted to the property and there is a loss as a result of theft the excess will be subject to the alarm being activated when the

theft occurred. If the alarm was not activated when the theft occurred the standard excess will increase from €250 to €500.

We will take an amount off for wear and tear if the **Buildings** are not properly maintained or **Your** sum insured is less than the actual cost of rebuilding **Your Home**.

Damage to Chimney/Flue - Please note that cracking/damage to chimney flue's is an inevitable consequence of the normal use of the fireplace in the property. This will be considered to be 'wear and tear' and as such will not be covered under the policy. Damage of this nature will only be considered under the policy when there has been a fire in the chimney flue that can be clearly attributed to a specific date and time and will generally be supported by smoke damage within the property. Insurers will normally require confirmation of the fire from attending fire service to prove the incident date.

If **You** need to make a claim under this policy, **You** must do the following:

- a) Provide **Us** with full details of **Your** claim as soon as possible after the event and always within 30 days.
- b) Immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain a crime reference number.
- c) Take all steps necessary to reduce further loss, damage or injury.
- d) Provide **Us** with all information and evidence, including written estimates and proof of ownership and value that **We** may request.
- e) Do not under any circumstances effect full repairs without **Our** prior written consent.
- f) Under no circumstances must **You** admit any liability or responsibility, or negotiate or settle any aspect of any claim without **Our** permission in writing.

On receipt of 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. Should **you** wish to use **your** own tradesperson or receive a cash settlement for the replacement of damaged items **we** will need to agree any payment beforehand and any payment will usually be limited to the discounted amount **we** would pay **our** approved builder / supplier.

Other Insurance Policies

If any injury, loss or damage is covered by any other insurance, **We** will not pay more than **Our** share.

Matching Sets and Suites

We will treat an individual item of a matching set of items, suite of furniture, **sanitary ware** or other bathroom fittings as a single item.

We will pay **You** for the individual damaged item but not for the other pieces of the set or suite or any other item of a uniform nature, design or colour which are not damaged, e.g. **we** will not

make any payment towards undamaged flooring such as tiles, carpet or wood in an adjoining room where a doorway separates such an adjoining room from a room in which matching flooring has been damaged.

Governing Law

You and We may choose which law applies to this contract. Unless We agree with You in writing, this insurance is governed by Irish law.

MIS Group 'the data importer' will receive data from your insurance agent 'the data exporter' and process data for Insurance Administration purposes only. All data will be held and processed in accordance with Directive 95/46/EC and GDPR rules.

POLICY LIMITS

THE MAXIMUM AMOUNT WE WILL PAY IN RESPECT OF ANY ONE CLAIM IS:

Buildings	Sum insured on policy Schedule
Contents	25% of the Buildings sum insured
Valuables	<ul style="list-style-type: none"> • 20% of the Contents sum insured • Single article limit €1,000
Alternative accommodation - Buildings	€50,000
Alternative accommodation - Contents	€10,000
Domestic Liability - Public	€3,000,000
Domestic Liability - Domestic Employees	€3,000,000
Contents in Outbuildings and garages	€1,000 (unless specified)

KEY FEATURES

1. Accidental damage available as an option for both buildings and contents.
2. Unspecified and Specified Personal Possessions Cover available as options.
3. Pedal cycles and computer equipment can be specified.
4. Wedding, birthday or gifts relating to any religious holiday additional 10% of contents sum insured up to a maximum of €3000.
5. Door locks replacement €350.
6. Contents in outbuildings and garages €1000.
7. Home Start Breakdown Cover.
8. Family Legal Expenses and Identity Theft Cover.
9. Key Protection Cover.

Fire Brigade Charges

Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **Buildings** in circumstances which have given rise to a valid claim under this policy. The policy will pay up to €1750 for **Buildings** and/or **Contents** as standard, however this sum can be increased to €5000 as an optional extra and will be shown in the policy **Schedule** when applicable.

Ride On Lawnmowers

Ride on lawnmowers must be specified and kept in a locked building / out building when not in use. The mower is only to be kept and used at the insured address. The mower is not to be used by rider / driver under 14 years of age.

Pedal Cycles

If cover for pedal cycles is needed they must be specified.

We agree to pay for repair or replacement, up to the limit stated in **your** Insurance **Schedule**, of the **cycle** owned by **you** (not hired, loaned or entrusted to **you**), that has been stolen or sustained **accidental damage** or malicious damage.

We will pay for the cost of replacement as new providing the damaged cycle was not more than 3 years old at the date of loss and provided it was new when **you** purchased it. If the cycle was more than 3 years old or was not new at the time of purchase, then **we** will deal with the claim on an indemnity basis.

We reserve the right to specify a supplier of **our** choice for the repair or replacement of the cycle or at **our** discretion offer cash settlement to the indemnity value of the replacement cycle. Cover is extended to include theft from **your** home and **accidental damage** to accessories where **you** have paid the appropriate premium and accessories cover is shown on **your** Insurance **Schedule**.

NOTE:

You accept that **You** do not require cover for **Flood** in the following geographical areas:

Cork City • Cork County • Limerick City

unless otherwise stated in your policy schedule.

You accept that **You** do not require cover for **Subsidence, Heave or Landslip** in:

Cork City and Cork County

Section 1 Buildings

<i>What is Covered?</i> Loss or damage directly caused by	<i>What is Excluded?</i>
	The first €250 of each and every incident of loss or damage other than Subsidence Landslip and Heave and Flood , escape of oil or escape of water
a) Fire, lightning, explosion or earthquake b) Smoke	The first €500 of each and every incident of loss or damage involving fire Loss or damage caused by smog, industrial or agricultural output We will not cover anything which happens gradually Damage to chimney flue and any resultant smoke damage unless the flue has been:- (i) professionally lined and insulated (ii) kept in a good state of repair and professionally cleaned along the entire length at least once a year (iii) Involved in a fire which can be attributed to a specific date and time normally supported by smoke damage within the property. We may require confirmation from the attending fire service to prove the incident date.
Riot, civil commotion, strikes or labour disturbances	
Malicious acts or vandalism	Loss or damage after Your Home has been left Unfurnished or Unoccupied for more than 30 days in a row Damage caused by You, Your domestic employees , lodgers, paying guests or tenants
Aircraft and other flying objects or articles dropped from them The property being hit by: <ul style="list-style-type: none">• Any vehicle or animal	Loss or damage caused by domestic animals
Escape of water from the domestic fixed water system, water mains, heating installation, domestic appliance, fish tank or water bed Tracing and accessing leaks in the Home : <ul style="list-style-type: none">• Reasonable costs involved in tracing the source of the damage and the replacement or repair of any walls, floors or ceilings inside the Home damaged in the course of these investigations subject to a limit of €2500	An Excess of €500 shall apply to each and every incident of loss or damage involving escape of water Loss or damage when the Home is Unfurnished or is Unoccupied for more than 30 days in a row Loss or damage resulting from taps being left on causing baths, sinks, bidets or showers to overflow Loss or damage caused by water penetration from the exterior to the interior of the property Loss or damage to the system or apparatus from which the water has escaped Loss or damage to walls, ceilings and tiles caused by water escaping from shower units and baths through seals or grouting Free from Subsidence Landslip and Heave , loss or damage to the property caused by undermining or weakening of soil under the foundations by an escape of water

Section 1 Buildings (continued)

What is Covered?	What is Excluded?
Loss or damage to water tanks, apparatus or pipes or fixed heating installations resulting from freezing water	Loss or damage after Your Home has been left Unfurnished or Unoccupied for more than 30 days in a row
Loss or damage directly caused by: Escape of oil from any fixed domestic heating installation	An Excess of €500 shall apply to each and every incident involving escape of oil Loss or damage due to wear and tear or any gradually operating cause Loss or damage caused by faulty workmanship Loss or damage when the Home is Unoccupied for more than 30 days in a row
Theft or attempted theft	Loss or damage caused after Your Home has been left Unfurnished or Unoccupied for more than 30 days in a row. Any theft or attempted theft that does not involve force or violence to get into or out of Your Home
Loss or damage directly caused by: Television aerials, satellite and rapid receiving aerials, aerial fittings and masts breaking or collapsing	Loss or damage after Your Home has been left Unfurnished or Unoccupied for more than 30 days in a row Loss or damage caused by electronic, electrical or mechanical breakdown or malfunction Damage caused during the installation
Loss or damage directly caused by: Storm, Flood or Weight of snow	Loss or damage caused by frost, Subsidence, Heave or Landslip Loss or damage to fences, gates, trees and shrubs An excess of €1000 applies in the event of loss or damage resulting from flood
Loss or damage directly caused by: Falling trees or branches	Loss or damage to trees and branches Loss or damage caused by felling or lopping trees
Removing debris so as to make good the insured loss or damage	The cost of removing trees other than when necessary to carryout repairs following an insured event

Section 1 Buildings (continued)

What is Covered?	What is Excluded?
<p>Liability to the public and personal liability as owner of the Buildings subject to a limit of indemnity of €3,000,000</p> <p>Damages awarded against You or Your Family in respect of Your legal liability for:</p> <p>a) Accidental death of or bodily injury to any other person other than a member of Your Family</p> <p>b) Accidental loss of or damage to property not belonging to You or Your Family</p> <p>Costs incurred by You or Your Family with Our written permission</p>	<p>Liability arising from the following:</p> <p>a) Any profession, business or employment</p> <p>b) The occupation of any land or Building except at the Home and its land allotments, paddocks, lock up garages or temporary rented accommodation</p> <p>c) The ownership or use of any</p> <p style="margin-left: 20px;">i) Caravan whilst being towed</p> <p style="margin-left: 20px;">ii) Aircraft or motor or sail powered watercraft other than model boats or aircraft</p> <p style="margin-left: 20px;">iii) Motor vehicle other than domestic garden implements or models</p> <p style="margin-left: 20px;">iv) An agreement unless liability would have otherwise applied</p> <p style="margin-left: 20px;">v) A firearm or weapon of any kind</p> <p>d) Animals other than domestic pets</p> <p>e) Liability arising from transmission of any disease</p> <p>f) Any claim arising out of pollution or contamination unless directly caused by the accidental leakage of oil from the fixed domestic heating installation</p> <p>Any claim payment for one event will not exceed €3,000,000</p>
<p>Loss or damage directly caused by Subsidence, Heave, Landslip or Flood of the site on which the residential property stands</p>	<p>Loss or damage resulting from demolition, structural alteration, alteration or structural repair.</p> <p>Loss or damage resulting from faulty workmanship, defective design, the use of defective materials, settlement of newly made up ground and coastal, lake or river erosion.</p> <p>Loss or damage to boundary walls, gates, fences, terraces, patios, driveways, footpaths, central heating oil tanks, swimming pools, and tennis courts unless the residential property is damaged at the same time by this cause.</p> <p>Loss or damage resulting from bedding down of any structure.</p> <p>Loss or damage to solid floor or loss or damage resulting from the movement thereof unless the foundations beneath the external walls of the residential property are damaged by the same cause and at the same time.</p> <p>Also excluding the first €1000 of each and every claim.</p> <p>Any damage caused by the presence of Pyrite in the building materials</p>

Section 1 Buildings (continued)

<i>What is Covered?</i>	<i>What is Excluded?</i>
<p>If Your Home is damaged by any of the events insured under the Buildings section of this policy and it cannot be lived in, We will pay for:</p> <ul style="list-style-type: none"> • Any rent You may have to continue to pay • Reasonable other expenses necessarily incurred by You for alternative accommodation for You and Your Family 	<p>This expense is limited to the period necessary to restore your Home to a condition which is fit to live in and the total amount payable is €50,000.</p>

ACCIDENTAL DAMAGE TO THE BUILDINGS (Optional Extra)

The following applies only if the schedule shows that Accidental Damage to the building is included

<i>What is Covered?</i>	<i>What is Excluded?</i>
<p>Accidental Damage to the Buildings</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> • Loss or damage to any proportion of damage while the residential property is being altered, repaired, cleaned, maintained or extended. • Loss or damage to outbuildings and garage which are not of standard construction. • Damage caused by chewing, tearing, scratching, fouling by animals / Domestic Pets • The cost of general maintenance. • Loss or damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause. • Loss or damage arising from faulty design specification, workmanship or materials. • Loss or damage caused by dryness, dampness, extremes of temperature or exposure to light. • Loss or damage to swimming pools, hot tubs and jacuzzis, tennis courts, drives, patios and terraces, walls, gates, hedges and fences and fuel tanks. • Loss or damage caused by or contributed to, by or arising from any kind of pollution and/or contamination. • Loss or damage caused or arising from any Exclusions to the insured perils. • Loss or damage to drains, or soak away system from a septic tank or waste drainage system.
<p>Breakage of glass We will pay for Accidental Breakage of fixed glass in, ceramic hobs and mirrors</p>	

CONDITIONS THAT APPLY TO SECTION 1 (BUILDINGS) ONLY

How **We** deal with **Your** claim:

1. If **Your** claim for loss or damage is covered under section one, **We** will pay the full cost of repairs as long as:
 - The **Buildings** were in a good state of repair prior to the loss or damage
 - The sum insured is enough to pay the full cost of rebuilding the **Buildings** in their present form
 - The damage has been repaired or loss has been reinstated.

We will take an amount off for wear and tear from the cost of replacement or repair if immediately before the loss or damage the **Buildings** were not in a good state of repair. If at the time of loss or damage **You** have underinsured **Your** property, for example, insuring **Your** property for €100,000 when the actual value of the property is €200,000, then **We** will pay the claim on a proportionate basis. In this example, the property has been underinsured by 50% and therefore **We** will only pay 50% of the value of the claim. Should **You** be in any doubt as to the value of **Your** property please contact **Your** broker immediately.

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 when the loss or damage is clearly restricted to a clearly identifiable area or to a specific part.
3. **We** will not pay:
 - The first €1000 of every claim for **Subsidence, Heave, Landslip or Flood**
 - The first €500 of every claim for escape of oil
 - The first €500 of every claim for **fire**
 - The first €500 of every claim following escape of water
 - The first €250 of every other claim unless **You** have chosen a higher **Excess** (as shown in **Your** schedule) in which case the higher **Excess** will apply (where a single incident results in a claim under more than one policy section, only one **Excess** will apply).

We will not pay more than the sum insured for each residential property in the **schedule**.
4. Where there is a flat roof the **insured** is required to maintain it in good condition and have it inspected by an independent professional at least every 5 years.
5. **We** will not pay for anything used for any trade, profession or **business** purposes.
6. If **you** have advised on proposal that **you** have an alarm system fitted to the property and there is a loss as a result of theft the excess will be subject to the alarm being activated when the theft occurred. If the alarm was not activated when the theft occurred the standard excess will increase from €250 to €500.

Section 2 Contents

<i>What is Covered?</i> Loss or damage directly caused by	<i>What is Excluded?</i>
	The first €250 of each and every incident of loss or damage other than escape of oil, escape of water, Subsidence Landslip and Heave or Flood
Flood	An Excess of €1000 shall apply to each and every incident of Flood
Storm or Weight of snow	
a) Fire, lightning, explosion or earthquake b) Smoke	An Excess of €500 shall apply to each and every incident of loss or damage involving Fire Loss or damage caused by smog, industrial or agricultural output In the case of section b We will not cover anything which happens gradually
Riot, civil commotion, strikes or labour disturbances	
Malicious acts or vandalism	Loss or damage after Your Home has been left Unfurnished or Unoccupied for more than 30 days in a row Damage caused by You, Your domestic employees, lodgers, paying guests or tenants
Aircraft and other flying objects or articles dropped from them The property being hit by: <ul style="list-style-type: none"> • Any vehicle or animal 	Loss or damage caused by domestic animals
Escape of water from the domestic fixed water system, water mains, heating installation, domestic appliance, fish tank or water bed	An Excess of €500 shall apply to each and every incident of loss or damage involving escape of water Loss or damage when the Home is Unfurnished or is Unoccupied for more than 30 days in a row Loss or damage caused by water penetration from the exterior to the interior of the property Loss or damage caused by water escaping through seals and grouting Loss or damage resulting from taps being left on causing baths, sinks, bidets or showers to overflow Loss or damage to the system or apparatus from which the water has escaped
Escape of oil from any fixed domestic heating installation	An Excess of €500 shall apply to each and every incident involving escape of oil Loss or damage caused by faulty workmanship Loss or damage occurring during a period of Unoccupancy
Theft or attempted theft	Any theft or attempted theft which does not involve force and violence to get in to or out of Your Home Loss of money or Credit Cards Loss of pedal cycles or computer equipment unless specified Loss or damage caused after Your Home has been left Unfurnished or Unoccupied for more than 30 days in a row

Section 2 Contents (continued)

What is Covered?	What is Excluded?
<p>Loss or damage directly caused by Television aerials, satellite and rapid receiving aerials, aerial fittings and masts breaking or collapsing</p>	<p>Loss or damage after Your Home has been left Unfurnished or Unoccupied for more than 30 days in a row</p> <p>Loss or damage caused by electronic, electrical or mechanical breakdown or failure</p> <p>Damage caused during the installation</p>
<p>Alternative Accommodation If Your Home is damaged by any of the events insured under the Contents section of this policy and it cannot be lived in, We will pay for:</p> <ul style="list-style-type: none"> • Any rent You may have to continue to pay • Reasonable other expenses necessarily incurred by You for alternative comparable accommodation for You and Your Family 	<p>The expense is limited to the period necessary to restore your Home to a condition which is fit to live in and the total amount payable is limited to €10,000</p>
<p>Loss or damage directly caused by Falling trees and branches</p>	<p>Loss or damage to trees and branches</p> <p>Loss or damage caused by felling or lopping trees</p>
<p>Occupier's and Personal Liability We will pay up to €3,000,000 to cover Your legal liability for damages You have to pay if someone makes a claim against You or Your Family for:</p> <ul style="list-style-type: none"> • accidental death or illness of, or bodily injury to, any person • accidental loss of or damage to property, that happens within the Period of Insurance on your Schedule. <p>This will also include costs, expenses and legal fees for defending You, if We have agreed this in writing beforehand.</p>	<p>a) death or illness of or bodily injury to You, Your Family or Your domestic staff</p> <p>b) damage to property belonging to or being looked after by You, Your Family or Your domestic staff</p> <p>c) death, illness, injury, loss or damage caused by:</p> <ol style="list-style-type: none"> i. You owning or occupying any land or building except Your Home or temporary holiday accommodation ii. any Business iii. an agreement, unless that liability would have existed anyway. <p>d) You owning, keeping or using any:</p> <ol style="list-style-type: none"> i. Vehicles ii. drones or model aircraft iii. hoverboards, airboards, self-balancing boards or scooters iv. animals except domestic pets v. horses, ponies, donkeys or mules vi. dangerous dogs as described under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983 and any updates to that legislation. vii. Firearm or weapons of any kind viii. Any power operated lift <p>e) any disease that can be passed from one person to another.</p> <p>f) any loss, damage, liability or expense of any kind arising from pollution or contamination unless directly caused by the accidental leakage of oil from the fixed domestic heating installation.</p> <p>g) any claim where you are entitled to indemnity under any other insurance</p> <p>h) any cost or expense not agreed by Us in writing</p>
<p>This section covers liabilities arising from You occupying Your Property. Any liability that arises solely from you owning Your Home, not as occupier of the Property, is not covered under this section. However if You have Our Buildings cover, this covers liabilities arising from You owning Your Home.</p>	

Section 2 Contents (continued)

<i>What is Covered?</i>	<i>What is Excluded?</i>
<p>Subsidence, Heave, Landslip or Flood of the site on which the residential property stands.</p>	<p>Loss or damage resulting from demolition, structural alteration, alteration or structural repair.</p> <p>Loss or damage resulting from faulty workmanship, defective design, the use of defective materials, settlement of newly made up ground and coastal, lake or river erosion.</p> <p>Loss or damage resulting from bedding down of any structure.</p> <p>Loss or damage to solid floors or loss or damage resulting from the movement thereof unless the foundations beneath the external walls of the residential property are damaged by the same cause and at the same time.</p> <p>Also excluding the first €1000 of each and every claim.</p>
<p>Accidents to Domestic Employees</p> <p>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 Ireland.</p> <p>This will include any legal costs and expenses incurred with Our written consent in the defence of any claim made against You or Your Family</p>	<p>a) Liability arising directly or indirectly from the transmission of any communicable disease or virus by You or any member of Your Family</p> <p>b) Any agreement unless You would have been liable had the agreement not been made</p> <p>c) Any claim or other proceedings against You or Your Family lodged or prosecuted in a court outside Ireland</p> <p>d) Any claim arising out of any profession, occupation or business, other than through private letting of the property</p> <p>e) Liability for death, bodily injury to, or illness or disease of any member of Your Family</p> <p>f) Liability for which compulsory insurance or security is required by any road traffic legislation</p>
<p>Freezer Contents</p> <p>€400 in respect of food in a domestic 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>Loss or damage if the freezer is over 10 years old</p> <p>Loss or damage resulting from the deliberate act of the power supply authority</p> <p>Loss or damage to food held or used for business purposes</p>

ACCIDENTAL DAMAGE TO CONTENTS

*The following applies only if the schedule shows that
Accidental Damage Cover to Contents is included*

<i>What is Covered?</i>	<i>What is Excluded?</i>
<p>Subject to selection by You and inclusion on Your schedule We will provide:</p> <ul style="list-style-type: none"> • Accidental Damage cover for the Contents within the Home 	<p>We will not pay:</p> <ul style="list-style-type: none"> • For damages or any proportion of damage which We specifically exclude under section 2. • For damages to Contents within garages and out buildings. • For damage caused by chewing, tearing, scratching or fouling by animals. • For money, Credit Cards, documents or stamps. • For damage to contact, corneal or micro corneal lenses. • For damage caused by moth, vermin, infestation, insects, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause. • For damage arising out of faulty design, specification, workmanship or materials. • For damage from mechanical or electrical faults, or breakdown. • For damage caused by dryness, dampness, extremes of temperature or exposure of light. • For any loss or damage caused by or arising from any kind of pollution and/or contamination. • We will not cover mechanically propelled vehicles, watercraft, aircraft, caravans, trailers and their parts and accessories, tools, fitted radios • Tablet computers, I pads, laptops or any other computer equipment, pedal cycles, and camping equipment unless specified • Mobile phones contact lenses, documents, cash, Credit Cards, plants, animals, prams and push chairs • We will not cover property used for business or professional purposes • We will not pay loss or damage caused by any process of cleaning, restoring, altering, dyeing or repairing, wear and tear, chipping, denting, scratching or anything which happens gradually over time

Accidental Damage to Contents

<i>What is Covered?</i>	<i>What is Excluded?</i>
<p>Breakage of glass</p> <p>We will pay for Accidental Breakage of fixed glass in furniture, ceramic hobs and mirrors</p>	<ul style="list-style-type: none"> • Hand held mirrors • While the Home is Unfurnished or Unoccupied • Damage caused by scratching • Loss or damage caused or arising from any Exclusions to the insured perils

PERSONAL POSSESSIONS COVER

We will provide cover for your Personal Possessions in and away from the home if this cover is shown on your schedule and subject to the following benefits and exclusions:

<i>Unspecified Personal Possessions Cover</i>	<i>Exclusions applicable to both the unspecified and specified Personal Possessions sections and are in addition to the exclusions applying to Accidental Damage To Contents</i>
<p>If You have selected this option it will be shown on Your schedule and We will pay for:</p> <p>Loss of or Damage To Any Unspecified Personal Possession up to a limit of €2500 with a Single Article Limit of €1000</p> <p>Loss of or damage to your Personal Possessions when outside the Republic of Ireland for up to 30 days in any one Period Of Insurance as long as the Personal Possessions are within your custody and control.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> • The first €500 of each and every claim made under this section of the policy. • Anything excluded under the Accidental Damage section of this policy (see page 18), unless specifically mentioned as being covered within this Personal Possessions section. • Theft from an unattended vehicle unless all doors, sunroofs and boots are locked and any immobilizers are on. Items must have been stored in a glove compartment or locked boot and have been hidden from sight. • Loss or damage to sports equipment while it is in use. • Loss or damage to pedal cycles while being used in a professional race, race trials or pace making. • Theft of any pedal cycle while it is unattended, not secured to a permanent structure by a security device, or not in a locked building. • Theft, loss of or damage to any bicycle accessories unless the bicycle is stolen, lost or damaged at the same time. • Camping equipment when in use or left in the open. • Loss or damage caused by customs or other officials holding on to your property. • Theft by deception, unless the deception is used to gain access to your Home.
<p style="text-align: center;"><i>Specified Personal Possessions Cover</i></p> <p>If You have selected this option it will be shown on Your schedule and We will pay for:</p> <p>Loss of or damage to any Specified Personal Possession up to a combined limit of €10,000 with no Single Article Limit. Pedal cycles and camping equipment can be specified under this section if required.</p>	

PERSONAL POSSESSIONS COVER (continued)

Exclusions applicable to both the unspecified and specified Personal Possessions sections and are in addition to the exclusions applying to Accidental Damage To Contents

We will not pay for:

- Loss arising from the cost of remaking any film, disk or tape or the value of any information held on it.
- Any loss suffered from the destruction, theft, or loss of documents including lottery or raffle tickets.
- Musical instruments suffering only loss of tone, broken strings or broken drum skins.
- Arising from depreciation, loss of value or other loss following on from the incident for which **You** are claiming.

IMPORTANT NOTICE

The value of some of **your personal possessions** such as jewellery can fluctuate considerably. **We** strongly recommend that **you** have these items professionally valued regularly and notify **us** of any changes **you** require. Individual articles, pairs or sets, valued at, near to, or over €1,000 must be specified separately. Within 30 days of requesting this cover **You** must provide us with proof of purchase, receipt or a professional valuation made within the last 3 years.

In the event of a claim, you will need to provide a professional valuation, receipt or proof of purchase pre-dating the loss as proof of value and ownership. **We may not meet your claim, or the amount of the claim may be reduced if you do not provide such proof.**

CONDITIONS THAT APPLY TO SECTION 2 (CONTENTS) ONLY

How **We** deal with **Your** claim:

- 1.** If **You** claim for loss or damage to the **Contents** **We** will at **Our** option, repair, replace or pay, based on the price **We** would replace with 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 article is a close as possible to but not an improvement on the original article or replacement
 - **You** have paid or **We** have authorised the cost of a replacement.The above basis of settlement will not apply to clothes, 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.
- 3.** **We** will not pay:
 - The first €1000 of every claim for **Subsidence, Heave or Landslip**
 - The first €1000 of every claim for **Flood**

- The first 500 of every claim for **fire**
 - The first €500 of every claim following escape of water or escape of oil
 - The first €500 of every claim under the **Personal Possessions** section
 - The first €250 of every other claim (where a single incident results in a claim under more than one policy section, only one **Excess** will apply).
4. **We** will not pay anymore than the sum insured for the **Contents** of the residential property shown in the **schedule**.
 5. **We** will not pay for anything used for any trade, profession or **business** purposes.
 6. If at the time of loss or damage **You** have underinsured **Your Contents**, for example, insuring **Your Contents** for €30,000 when the actual value of the **Contents** is €60,000, then **We** will pay the claim on a proportionate basis. In this example, the **Contents** have been underinsured by 50% and therefore **We** will only pay 50% of the value of the claim. Should **You** be in any doubt as to the value of **Your Contents** please contact **Your** broker immediately.
 7. If **you** have advised on proposal that **you** have an alarm system fitted to the property and there is a loss as a result of theft the excess will be subject to the alarm being activated when the theft occurred. If the alarm was not activated when the theft occurred the standard excess will increase from €250 to €500.

GENERAL CONDITIONS - APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

Disclosure of Material Facts

You are required to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers you have given as soon as possible. Failure to advise **us** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

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 **Us** of any change in **Your** circumstances and in particular the use of **Your** property, the cost of rebuilding **Your** property or replacing **Your Contents**.

Unoccupancy

- 1) If the **Buildings** as specified in the schedule will be left unattended for 14 days or more, **You** must immediately ensure that the gas and water systems are 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 **Us** if the **Buildings** as specified in the **schedule** are to become regularly

unattended for more than 30 days in any single period

Chimneys

All chimneys to open fires, solid fuel stoves or burners must be professionally lined and insulated. They must be kept in a good state of repair and must be professionally cleaned along the entire length at least once a year

Notice of Building Works

You must notify **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

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy;
- fails to reveal or hides a fact likely to influence the cover **We** provide;
- makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge; or
- If **Your** claim is in any way dishonest or exaggerated.

Paying by Instalments

We will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

Premium Adjustments

If a change to **Your** policy results in an extra premium of less than €10, **We** will not charge **You**. If a change to **Your** policy results in a refund of premium of less than €10 **We** will not refund the amount.

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 **Us** on 01 872 0179.

Your obligation to keep to the terms and conditions of the policy

This insurance shall be deemed as voidable in the event of any non-disclosure, misrepresentation or mis-description of any material fact which would have influenced **Our** decision in accepting the policy. If **You** are in any doubt as to whether a fact is material or not please disclose it. This condition applies for the duration of **Your** policy.

GENERAL EXCLUSIONS - APPLICABLE TO ALL SECTIONS OF THIS POLICY

This policy does not cover:

Radioactive Contamination

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.

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.

Terrorism

Any direct or indirect consequence of terrorist activity as defined by the Criminal Justice (Terrorist Offences) Act 2005 and 2015.

Deliberate Act

Loss of damage caused intentionally by **You**, or anyone working on **Your** behalf.

Existing Damage

Loss or damage occurring prior to the commencement of **Your** insurance cover.

Sonic Pressure

Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

Indirect Losses

We will not pay for any losses that are not directly associated with the incident that caused **You** to claim, unless expressly stated in this policy.

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.

Computer Data Recognition and Viruses

Loss or damage to computer equipment caused by computer data changes and/or computer viruses. For the purpose of this exclusion, 'viruses' includes any programs or software which affects computer programs and/or functionality.

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 data 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.

Vehicles

Any **vehicle** or toy propelled by a motor of any kind, caravans, trailers, hovercraft, aircraft, watercraft, land yacht, wind powered or assisted vehicles, as well as any of their parts and accessories (except for removable entertainment or navigation equipment while it is removed from the vehicle).

But not the following while being used for their intended purpose and by a person for whom they were designed:

- Ride-on lawnmowers
- Electrically powered wheelchairs and mobility scooters with a maximum speed of 4 MPH
- Electrically powered children's ride on toys
- Pedestrian controlled electrically powered golf trolleys
- Hand-propelled watercraft (such as a surfboard or rowing boat)

Domestic Pets

Loss or damage caused by **domestic pets**, insects or vermin.

Ghost Estates

Great Lakes Insurance SE shall not be liable for any claims under this policy of insurance if **Your** home is designated as being in a **ghost estate** or is part of any **unoccupied** housing estate.

Faulty Workmanship

Loss or damage arising from faulty design specification, workmanship or materials.

FAMILY PROFESSIONAL FEES POLICY

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS PART OF THE POLICY - FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM

- All potential claims must initially be reported to **Our** appropriate Claims Helpline Service (shown below).

Legal Claims Notification and Advice Helpline Service - 01 872 0179

This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

Identity Theft Claims Notification - 0044 1384 377000

This Helpline service is only in respect of notification of identity theft issues and cannot assist with any other insurance matter.

- This is a policy where **You** must notify **Us** during the Period of Insurance and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that **We** decline to pay a claim for **Your** professional fees.
- If **You** can convince **Us** that there are reasonable prospects of being successful in **Your** claim and that it is reasonable for professional fees to be paid **We** will:
 - Take over the claim on **Your** behalf
 - Appoint a specialist of **Our** choice to act on **Your** behalf
- **We** may limit the professional fees that **We** will pay under the policy where:
 1. **We** consider it is unlikely a reasonable settlement of **Your** claim will be obtained
 2. There are insufficient prospects of obtaining recovery of any sums claimed, or
 3. The potential settlement amount of **Your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **Your** claim
 4. Where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to **You** the amount in dispute which will then constitute the end of the claim under this policy.
- If legal proceedings have been agreed by **Us** **You** may at this stage decide to nominate and use **Your** own solicitor, or indeed **You** may wish to continue to use **Our** own specialists. If **You** decide to nominate **Your** own professional, **We** must agree this in advance and **You** will be responsible for any professional fees in excess of those which **Our** own specialists would normally charge **Us** (details are available upon request).
- At conclusion of **Your** claim if **You** are awarded any costs (not **Your** damages), these must be paid to **Us**.
- In the event that **You** make a claim under this policy which **You** subsequently discontinue due to **Your** own disinclination to proceed, any legal costs incurred to date will become **Your** own responsibility and will be required to be repaid to the insurer.

Please note that if **You** engage the services of anyone prior to making contact with the Helpline Services and incur any costs without **Our** prior written approval these costs will not be covered by this insurance.

If upon receipt of this policy **You** are unhappy with any of the requirements as stated above, please advise **Your** insurance adviser or **Us** immediately and, subject to there being no claims on this policy, will arrange a full refund of premium for **Your** Family Professional Fees Policy.

POLICY DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this Family Professional Fees Policy.

Agent

The agent appointed by the coverholder to transact this insurance with **You**.

Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **Us** under the terms and conditions of this Family Professional Fees Policy to represent **Your** or an insured person's interests.

Court

A court, tribunal or other competent authority.

Credit Reference Agency

Experian Ireland and ICB.

Event

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against **Us**.

Excess

The first amount of each and every claim as detailed on the schedule.

Home

Your principal private dwelling house as defined for the purposes of qualifying for exemption from capital gains tax.

Identity Theft

The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that person's name.

Indirect Losses

Losses or damage which is not directly associated with the incident that caused **You** to claim, unless expressly stated in this policy.

Insured Person

- a) The Policyholder named in the schedule
- b) The husband or wife of the Policyholder, or the Policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates
- c) The Policyholder's children and parents, normally resident in the Home

Insurers

This insurance is administered by Legal Insurance Management Ltd, arranged by Motorists Insurance Services Ltd & underwritten by AmTrust Europe Limited.

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk

Legal Proceedings

When formal legal proceedings are issued against an opponent in a court of law.

Limit of Indemnity

Any one insured event up to a maximum of €30,000.

Payment Card

Bank, charge, cheque, credit, debit, and cash dispenser cards.

Period of Insurance

The Period of Insurance shown in the schedule.

Policyholder, You, Your

The named in the schedule as the Policyholder.

Professional Fees

Legal and accountancy fees and costs reasonably and properly incurred by the authorised professional, with **Our** prior written authority, including costs incurred by another party for which **You** are made liable by court order, or may pay with **Our** consent in pursuit of a civil claim in the territorial limits arising from an insured event.

Schedule

The document which shows details of **You** and this insurance and is attached to and forms part of this Family Profession Fees policy.

Standard Professional Fees

The level of professional fees that would normally be incurred by **Us** in using a nominated authorised professional of **Our** choice.

Territorial Limits

The Republic of Ireland.

Time of Occurrence

Civil Cases - when the event occurred or commenced whichever is the earlier.
Criminal Cases - when **You** or an insured person commenced or is alleged to have commenced to violate the criminal law in question.

We, Us, Our

The insurers and/or Motorists Insurance Services Ltd or the authorised professional.

COVER

You have paid the premium and supplied to **Us** a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

We will indemnify **You** in accordance with **Our** standard professional fees and where requested by **You** any other insured person up to the limit of indemnity subject to the terms, conditions and exclusions of this policy, against professional fees arising from an insured event within the territorial limits where **You** notify **Us** during the Period of Insurance and within 30 days of the time of occurrence of the event.

INSURED EVENTS

Personal Injury

<i>What is Covered?</i>	<i>What is Excluded?</i>
Pursuing civil proceedings for Damages in respect of the injury or death of an insured person caused by negligence	<ol style="list-style-type: none">1. Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products)2. Any claim arising from a stress or psychological related condition3. Any claim relating to the extended Use of artificial tanning equipment

Consumer Disputes

<i>What is Covered?</i>	<i>What is Excluded?</i>
<p>Pursuing or defending claims arising out of a contract entered into by or on behalf of an insured person for:</p> <ol style="list-style-type: none"> 1. Obtaining services 2. The purchase, hire, hire-purchase or sale of any personal goods <p>Claims within Small Claims Court Limits Advice and guidance will be provided to assist with the processing of any claim</p> <p>Claims above Small Claims Court Limits The payment of professional fees incurred by the appointed representative appointed by Us</p>	<ol style="list-style-type: none"> 1. Any contract entered into by an insured person in connection with a profession, business or trade, other than for their contract for full-time employment, but only if employment disputes are covered by this policy 2. Any contract where the dispute arises within the first 90 days of the first Period of Insurance 3. Any contract under which a sum of money was due and payable more than 180 days before the claim was reported 4. Any contract relating to any work carried out, in, on, or for the benefit of land or buildings other than the Home 5. Any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such contract 6. Any incidents which occur as a result of defective products, goods or services 7. Any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings 8. Any dispute with local or government authorities

Home Rights

<i>What is Covered?</i>	<i>What is Excluded?</i>
<p>The pursuit of civil claims:</p> <ol style="list-style-type: none"> 1. Loss or damage to: <ol style="list-style-type: none"> a) Goods in the home owned by or for which an insured person is responsible, or b) The home 2. An alleged infringement of rights appertaining to the home 	<ol style="list-style-type: none"> 1. Any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings 2. Disputes with local or government authorities 3. Disputes involving leased or rented property, or in respect of, or arising out of any tenancy agreement 4. Compulsory purchase, confiscation, nationalisation, requisition or destruction of, or restrictions or controls placed on, or damage to any property 5. Actual, planned or proposed construction, closure, adoption or repair of roads or bridges, or the actual planned or proposed construction, demolition or adaptation of buildings, housing or other works 6. A dispute arising within the first 90 days of the first period of insurance 7. Claims relating to material damage covered by another relevant policy 8. Mining subsidence

Identity Theft

<i>What is Covered?</i>	<i>What is Excluded?</i>
<p>In the event of an occurrence of identity theft:</p> <ol style="list-style-type: none"> 1. Reasonable legal expenses and ancillary costs incurred: <ol style="list-style-type: none"> a) To defend a claim from a financial institution, merchants or their collection agencies b) For the removal of any criminal or civil judgements wrongly entered against the beneficiary c) Challenging the accuracy or completeness of any information in a credit reference agency report, and d) To create documents needed to prove the beneficiary's innocence in terms of any financial irregularities committed unlawfully 2. Postal and phone costs the beneficiary has to pay in dealing with financial institutions, the police and credit reference agencies to report or discuss an actual identity theft. 3. Fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect credit information 4. The beneficiary's lost earnings as a result of time away from work to go and see the police, financial institutions or credit reference agencies to report or discuss an actual identity theft <p>The events above must be as a result of an actual identity theft</p>	<ol style="list-style-type: none"> 1. Any identity theft connected with Your business, profession or occupation 2. Any legal action where the beneficiary does not have a reasonable prospect of success 3. Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by a beneficiary, or any person acting in collusion with a beneficiary 4. Any indirect losses other than as identified above

FAMILY PROFESSIONAL FEES GENERAL POLICY EXCLUSIONS

This insurance does not cover:

1. Professional fees incurred:
 - a) In respect of any event where the time of occurrence commenced prior to the commencement of the insurance
 - b) Before **Our** written acceptance of a claim
 - c) Before **Our** approval or beyond those for which **We** have given **Our** approval
 - d) Where **You** fail to give proper instructions in due time to **Us** or the authorised professional
 - e) Where **You** are responsible for anything which in **Our** reasonable opinion prejudices **Your** case
 - f) If **You** withdraw instructions from the authorised professional, fail to respond to the authorised professional, withdraw from the legal proceedings or the authorised professional refuses to continue to act for **You**

- g) In respect of the amount in excess of **Our** standard professional fees where **You** have elected to use an authorised professional of **Your** own choice
- h) Where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility
2. The pursuit, continued pursuit or defence of any claim if **We** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred
3. Claims which are conducted by **You** in a manner different from the advice or proper instructions of **Us** or those of the authorised professional
4. Appeals unless **You** notify **Us** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have a reasonable chance of success
5. Any professional fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected
6. Damages, fines or other penalties **You** are ordered to pay by a court or tribunal
7. Claims arising from an event occasioned by **Your** deliberate act, omission or misrepresentation
8. Claims arising from:
 - a) Ionising radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) Any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof
 - c) War, terrorism or any like or any associated risk
 - d) Seepage, pollution or contamination of any kind
 - e) Pressure waves caused by aircraft or other aerial devices
9. Any dispute relating to written or verbal remarks which Damage **Your** reputation
10. Any professional fees relating to **Your** alleged dishonesty, criminal act, or violent behaviour
11. Professional fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **Your** own requirements
12. Legal proceedings outside the United Kingdom and proceedings in constitutional, international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights
13. A dispute which relates to any compensation or amount payable under a contract of insurance
14. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property, trade secrets or confidential information
15. An application for judicial review
16. Any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim
17. Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products)
18. Any claim arising from a stress or psychological related condition
19. Disputes between an insured person and their Family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an insured person's professional advisors
20. A claim falling within the Small Claims Court jurisdiction
21. Any matter arising from or relating to any business or trading activity of venture for gain undertaken by an insured person including but not limited to any personal guarantee and investment in unlisted companies

22. Legal Proceedings between an Insured Person and a central or local government authority:
 - a) Unless an Insured Person has suffered or could suffer pecuniary loss if the Legal Proceedings are not pursued or defended, or
 - b) Concerning the imposition of statutory charges
23. Any matter in respect of which an Insured Person is entitled to legal aid
24. Any Professional Fees incurred in defending or pursuing new areas of law or test cases
25. Any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products

Identity Theft Claims Conditions

Please read the following carefully to comply with the conditions.

If a beneficiary discovers their identity has been stolen either from the first fraudulent transaction or any physical or electronic record with any financial institutions, the beneficiary must:

1. Contact the Identity Theft Helpline on 0044 1384 377000
2. Make sure that they have their address history for the last 6 years
3. File a police report within 12 hours of discovering the identity theft
4. Let their bank(s) payment card company(ies) and all other accounts know of the identity theft within 12 hours of discovering the identity theft
5. Fill out and return any claim forms including an authorisation for **Us** to obtain records and other necessary information, if these are applicable
6. Send **Us** proof from their employer that they took unpaid days off if they wish to make a claim for lost wages and provide evidence to show that it was necessary
7. Immediately send **Us** copies of any demand notices, summonses, complaints, or legal papers received in connection with a suffered loss
8. Take all reasonable steps to prevent further damage to their identity

Identity Theft Claims Process

The beneficiary must contact the Identity Theft Helpline on 0044 1384 377000 quoting the policy number before they pay or agree to pay any costs. Failure to do so may lead **Us** to decline a claim.

We will give the beneficiary a dedicated case manager who will assist them in identifying the extent of their problem. They will offer advice, guidance and assist in the preparation of documentation to ensure the problem and any potential losses are minimised.

The service will give the beneficiary access by phone to repair the credit file following an identity theft.

We will personalise documents on the beneficiary's behalf and post these for them for signing and sending onto the agencies.

This service is available Monday to Friday from 9am to 5pm excluding bank holidays.

FAMILY PROFESSIONAL FEES GENERAL POLICY CONDITIONS

Alteration of Risk

You shall notify **Us** immediately of any alteration in risk which materially affects this insurance.

Observance

Our liability to make any payment under this policy will be conditional on **You** complying with the terms and conditions of this insurance.

Claims

You must tell **Us** in writing within 30 days about any matter, which could result in a claim being made under this policy and must obtain in writing **Our** consent to incur professional fees.

We will not enter into dialogue or correspond with anyone other than **You** (or with **Your** agreement an insured person) or **Your** or the insured person's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if **You** can satisfy **Us** that there are sufficient prospects of success in pursuing or defending **Your** claim and that it is reasonable for professional fees to be paid and **You** have paid the Excess.

We may require **You** at **Your** expense to obtain the opinion of an expert or counsel on the merits of a claim or legal proceedings. If **We** subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **We** decide that:

1. **Your** prospects of success are insufficient
2. It would be better for **You** to take a different course of action
3. **We** cannot agree to the claim

We will write to **You** giving **Our** reasons and **We** will not then be bound to pay any further professional fees for this claim.

We may limit any professional fees that **We** will pay under the policy in the pursuit, continued pursuit or defence of any claim:

1. If **We** consider it is unlikely a reasonable settlement will be obtained, or
2. Where there are insufficient prospects of obtaining recovery of any sums claimed, or
3. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement

Alternatively **We** may at **Our** option pay to **You** the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that **You** make a claim under this policy which **You** subsequently discontinue due to **Your** own disinclination to proceed, any legal costs incurred to date will become **Your** own responsibility and will be required to be repaid to the insurer.

Representation

We will take over and conduct in **Your** name the prosecution, pursuit, defence or settlement of any claim. The authorised professional nominated and appointed by **Us** will act on **Your** behalf and **You** must accept **Our** nomination.

If legal proceedings have been agreed by **Us**, **You** may nominate **Your** own authorised professional whose name and address **You** must submit to **Us**. In selecting **Your** authorised professional **You** shall have regard to the common law duty to minimise the cost for **Your** claim.

Where **You** have elected to use **Your** own nominated authorised professional **You** will be responsible for any professional fees in Excess of **Our** standard professional fees.

Conduct of Claim

1. **You** shall at all times co-operate with **Us** and give to **Us** and the authorised professional evidence, documents and information of all material developments and shall attend upon the authorised professional when so requested at **Your** own expense
2. **We** shall have direct access at all times to and shall be entitled to obtain from the authorised professional any information, form, report, copy of documents, advice, computation, account or correspondence relating to the matter whether or not privileged, and **You** shall give any instructions to the authorised professional which may be required for this purpose. **You** or **Your** authorised professional shall notify **Us** immediately in writing of any offer or payment into court made with a view to settlement and **You** must secure **Our** written agreement before accepting or declining any such offer
3. **We** will not be bound by any promise or undertaking given by **You** to the authorised professional or by either of **You** to any court, witness, expert, agent or other person without **Our** agreement

Recovery of Costs

You should take all reasonable steps to recover costs and expenses. If another person is ordered, or agrees, to pay **You** all or any costs and expenses, charges or compensation **You** will do everything possible (subject to **Our** directions) to recover the money and hold it on **Our** behalf. If payment is made by instalments these will be paid to **Us** until **We** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs.

Fraud

We have the right to refuse to pay a claim or to avoid this insurance in its entirety if **You** make a claim which is in any respect false or fraudulent.

Reasonable Care

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**.

Cancellation

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** agent within 14 days of issue and **We** will refund **Your** premium.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the Policyholder at their last known Address. Provided the premium has been paid in full the Policyholder shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the Usage of any Helpline Service during this period.

Parliament

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in England, Scotland, Northern Ireland, the Isle of Man, the Channel Islands and under European Law and where applied in the Republic of Ireland.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Helpline Services

We will not accept responsibility if the Helpline Services fail for reasons beyond **Our** control.

Law

This policy shall be governed by and construed in accordance with the Law of the Republic of Ireland.

PART 3

MIS KEY PROTECTION INSURANCE

INTRODUCTION

Your Key Protection Insurance is arranged by Motorists Insurance Services Ltd with UK General Insurance Limited on behalf of Great Lakes Insurance SE.

Great Lakes Insurance SE, Registered in England No. SE000083. Registered Office: Plantation Place 30 Fenchurch Street, London, EC3M 3AJ.

UK General Insurance Limited and Motorists Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority.

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear in **bold**.

Administrator

MIS Claims, Beechwood House, 37 Comber Road, Belfast BT16 2SA
Telephone: 01 872 0179 Email: claims@misclaims.com

Home

The private dwelling located within the **territorial limits**, and shown on **your** policy schedule.

Insured Event

The accidental loss or theft of, or accidental damage to any insured key(s).

Insured Key(s)

A key to any external door to **your home**, or **vehicle** including electronic key fobs and immobiliser keys.

Insurer / We / Us / Our

UK General Insurance Limited on behalf of Great Lakes Insurance SE.

Limited of Indemnity

€1,500 being the maximum amount payable in total in each **period of insurance**.

Period of Insurance

12 months from the start date of this policy as shown on **your policy schedule**.

Policy Schedule

This document issued to **you** which details **your** name, **home** address and **vehicle**.

Territorial Limits

The Republic of Ireland.

Vehicle

A car or motorcycle registered in **your** name.

You / Your

The person named on the **policy schedule** along with any immediate family member residing in **your home** during the **period of insurance**.

This policy will cover:

If, during the **period of insurance** and within the **territorial limits**, an **insured key** is accidentally lost, damaged or stolen, the **administrator** will:

- Pay up to €1500 in respect of locksmiths charges, new locks (if a security risk has arisen) and replacement keys (including any immobiliser, infra-red handset and/or alarm which is integral to any **insured key** if it cannot be repaired or re-programmed), car hire (Approved by the **administrator** in advance) and onward transport costs (up to a maximum of €75 per day) and the re-programming of immobilisers, infra-red handsets and alarms which are attached to the **insured key(s)** at the time of the **insured event** but are not integral to an **insured key**.
- Pay a €10 reward to the finder of a lost **insured key**.
- Provide an emergency helpline 24 hours a day, 365 days a year.

This policy will not cover:

We will not indemnify **you** in respect of:

- any amount which exceeds €1,500 in total in any one **period of insurance**;
- sums claimed where **you** do not produce receipts or invoices for payments **you** have made;
- **insured keys** which are lost until 3 days have elapsed since the loss (unless the claims **administrator** is satisfied that a delay would cause undue hardship or significant expense);
- **insured keys** lost or broken by, or stolen from someone other than **you**;
- **insured keys** if you have access to duplicate keys;
- any **insured event** not reported to the claims **administrator** within 30 days of the accidental loss, theft or accidental damage;
- locks which are damaged prior to the accidental loss, theft or accidental damages of **insured keys**;
- replacement locks or keys of a higher standard or specification than those replaced;
- sums exceeding €60 per incident in respect of any **insured key(s)** locked inside a property or broken in a lock or ignition;
- vehicle hire charges where a hire vehicle exceeds 1600cc;
- the balance of vehicle hire charges over a maximum sum of €40 per day;

- vehicle hire charges after the third day of hire;
- charges or costs incurred where the claims **administrator** arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location and **you** fail to attend;
- charges or costs incurred where **you** make alternative arrangements with a third party after the claims **administrator** has arranged for a locksmith or other tradesman, agent or representative to attend a particular location;
- the balance of transport costs over a maximum sum of €90 per day;
- loss or destruction of, or damage to, any property other than an **insured key** and its associated lock or ignition system, and any immobiliser, infra-red handset and/or alarm attached to the **insured key**;
- loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material;
- loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup, or the actions of any lawful government or public or local authority;
- any loss of earnings or profits which you suffer as a result of the accidental loss, theft, or accidental damage to an **insured key**;
- claims arising from any deliberate or criminal act or omission by **you**;
- accidental loss, theft of, or accidental damage to an **insured key** which occurs outside the **period of insurance**;
- any claim where the **insured keys** are stolen and the theft has not been reported to the PSNI/ Garda and a Crime reference number obtained;
- claims arising as a result of **your** failure to take steps to safeguard an **insured key**;
- any keys relating to a Commercial Property;
- any loss that occurs within 14 days from the inception of the policy.

General Conditions

Compliance and Precautions

You must comply with each and every term of this policy and must take precautions to minimise the cost of any claim.

Cancellation

If **you** decide that for any reason, this Policy does not meet your insurance needs then please return it to the **administrator** within 14 days of issue. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

Thereafter **you** may cancel the insurance cover at any time by informing the **administrator** however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to **you** at **your** last known address. Provided the premium has been paid in full you shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

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** (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 **us** on 01 872 0179.

Communications

All communications from the **insurer** or their representatives shall be deemed duly sent if sent by the **administrator** or their representatives to **your** last known address, the address of **your** representative if relevant.

All communications sent by **you** to the **insurer** or their representatives shall be deemed duly sent if sent to the **administrator**.

Presentation of Claims

You must notify the claims **administrator** as soon as reasonably possible of any **insured event** which may give rise to a claim, complete any forms requested by the claims **administrator** and promptly supply such information as the claims **administrator** or their agents.

Auto Key Replacement

In the event **you** lose the **insured keys** to **your vehicle** and **you** do not have a duplicate key, a new key will be provided and the **vehicle's** locks will be re-programmed for this key only. This safety precaution will safeguard **your vehicle** and render all other keys obsolete.

Assignment

This policy may not be assigned in whole or in part without the written consent of the **administrator**.

Maximum Number of Claims

There is no limit to the number of separate claims which **you** may make within the period of insurance subject to the fact that the total sum which the claims **administrator** will pay in each **period of insurance** is €1,500.

Governing Law

You and **we** may choose the law applicable to this contract. It is hereby agreed that this contract is governed by Irish Law unless **we** agree with **you** otherwise in writing.

Making a Claim

To make a claim please call 01 872 0179.

You must report any claim within 30 days of the insured event.

PART 4 - HOME START ASSISTANCE

If your vehicle breaks down at your home address, we will arrange for home start assistance. When a repair cannot be made at your home address, we will arrange for the removal of the vehicle to the nearest garage or another destination of your choice, provided the location is no greater distance from the garage and subject to a 20 mile restriction.

The service is only provided if the vehicle was in a roadworthy condition prior to the incident and there is a valid NCT certificate, if applicable.

HOME START EXCLUSIONS AND CONDITIONS

The terms and conditions of the MIS Home Start Recovery Service are set out as follows.

The company will not be liable for:

1. MIS shall not be liable for any liability or direct loss arising from any act performed in the execution of the assistance provided.
2. MIS shall not be liable to pay for expenses which are recoverable from any other source.
3. MIS shall not be liable for any accident or breakdown brought about by any avoidable, wilful and deliberate act committed by the insured.
4. MIS shall not be liable for the cost of repairing the car.
5. MIS shall not be liable for the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility.
6. MIS shall not be liable for any claims caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car.
7. No benefit shall be payable unless Motorists Insurance Services Ltd (MIS Breakdown) has been notified and has authorised assistance through the medium of the emergency telephone number provided.
8. Territorial limits of cover is the Republic of Ireland.
9. The benefits of this policy will be subject to a maximum of three assists per annum. MIS Breakdown will not be responsible where it is asked to provide the service for a fault that was dealt with in the preceding 28 days, excluding punctures.
10. The service will only be provided if the vehicle was in a roadworthy condition prior to the incident.
11. We will endeavour to provide all the benefits associated with this policy, however, all the options may not be available to us at the time of the breakdown.
12. At all times we will retain the discretion to provide assistance outside the terms of this policy and dependent upon circumstances.
13. The driver must be with the vehicle when the recovery agent is tasked, if they are absent any subsequent assistance will be at the policyholders own cost.
14. We may refuse assistance in circumstances where a driver is clearly intoxicated or the vehicle is in an inaccessible off road location.
15. No benefit shall be payable if the vehicle does not hold a valid NCT or MOT certificate when required to do so.
16. Breakdown assistance will not be provided if the vehicle is already at a place of repair.
17. We will not assist a vehicle weighing over 3.5 tonnes fully laden.

COMPLAINTS PROCEDURES FOR ALL SECTIONS

We aim to deliver the very highest standards of customer care. If **you** have any enquiry or complaint regarding your policy or a claim, please contact, with **your** policy/quote number and details:

MIS Underwriting Ltd. 14A Jocelyn Street, Dundalk, Co. Louth
Telephone: 01 872 0179

Complaints regarding:

Claims

Complaints should be addressed to:

Managing Director, MIS Claims, Beechwood House, 37 Comber Road, Belfast BT16 2SA
Telephone: 01 8720179 Email: claims@misclaims.com

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference 06443C.

If it is not possible to reach an agreement, **you** have the right to refer **your** complaint to the Financial Services and Pension Ombudsman. For more information regarding the scope of the Financial Ombudsman Service please refer to www.fspo.ie

Financial Services and Pensions Ombudsman
Lincoln House, Lincoln Place, Dublin 2, D02 VH29.
Tel: (01) 567 7000 Email: info@fspo.ie Website: www.fspo.ie

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

Compensation Scheme

You may be entitled to compensation from the Insurance Compensation Fund if **your** Insurer cannot meet their obligations. The Irish Insurance Compensation Fund provides funds for liquidators so that they may pay the valid claims of insolvent insurers. The fund will provide an amount up to 20,000 Euros or 90% of the net loss, whichever is lesser. **You** can get more information about compensation fund arrangements from the Central Bank of Ireland.

UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of your personal data as it is in the substantial public interest and it is necessary: i) for administering your insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at

<http://ukgeneral.com/privacy-notice> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Great Lakes Insurance SE Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.munichre.com/en/service/privacy-statement/index.html>.

Financial or Trade Sanctions

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

