

LLOYD'S

 **MAPFRE** | ASSISTANCE  
Agency Ireland

# HOME PRIME

HOUSEHOLD INSURANCE

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## PART ONE UNDERWRITTEN BY

LLOYD'S INSURANCE COMPANY S.A. IS A BELGIAN LIMITED LIABILITY COMPANY  
(SOCIÉTÉ ANONYME / NAAMLOZE VENNOOTSCHAP) WITH ITS REGISTERED OFFICE AT  
BASTION TOWER, MARVELDPLEIN 5, 1050 BRUSSELS, BELGIUM

## PART TWO UNDERWRITTEN BY

*MAPFRE ASISTENCIA COMPANIA INTERNACIONAL DE SEGUROS Y REASEGUROS, SA*  
*TRADING AS MAPFRE ASSISTANCE AGENCY IRELAND.*

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# Welcome

Thank **you** for choosing Wrightway **Home** Prime for **your** household insurance.

**We** know how important it is to have peace of mind when it comes to protecting your **home** and treasured possessions, so as a valued customer **we** are determined to making insuring with us as easy and problem free as possible and in the unfortunate event that **You** have to make a claim **we** aim to provide **You** with an exceptional service.

This policy comprises Three parts which together make up your fully comprehensive policy:

**Part One** – Buildings and/or **Contents** Insurance - Underwritten by Lloyd's Insurance Company S.A. (Lloyd's). And

**Part Two** – **Home** Emergency Assistance including Heating System Servicing and Family Multi Travel - Underwritten by MAPFRE Asistencia Compania Internacional De Seguros Y reaseguros, S.A. trading as MAPFRE ASSISTANCE Agency Ireland (MAPFRE).

This policy which has been arranged by Wrightway Underwriting Ltd (WUL) is a contract between Lloyd's (Part One only), MAPFRE (Part Two a) & b) & c) and You. WUL is an underwriting agency regulated by the Central Bank of Ireland. WUL distributes insurance products on behalf of insurance companies through its broker network in Ireland. As our Managing General Agent, WUL has been granted authority by us to bind cover on our behalf, service your policy and handle and settle any claims thereunder. Further information can be obtained in the WUL privacy policy which is available at: <http://www.wrightway.ie/regulations>. The proposal form or statement of facts and declaration which You made to us forms part of this Contract.

The Schedule and any Endorsements are all part of the Policy and are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on Page (9) for Part One, Page (59) for Part Two and Page (75) for Part Two (c) of this policy booklet.

**We** will insure **You** under those sections shown in the schedule during any period of insurance for which **we** have accepted your premium provided all the terms and conditions of the Policy are kept.

This cover applies throughout the Republic of Ireland unless otherwise stated.

Please check that they meet **your** needs and that **you** understand them.

If **You** have any questions about these documents, please contact your insurance broker who will be pleased to help **you**.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

Website address: [www.lloyds.com/brussels](http://www.lloyds.com/brussels)  
E-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com)  
Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

Signed on behalf of the Company C. Senior By Authority of the Board Underwritten by MAPFRE Asistencia Compania Internacional De Seguros Y reaseguros, S.A. trading as MAPFRE ASSISTANCE Agency Ireland. MAPFRE ASISTENCIA Compania de Seguros y Reaseguros S.A., trading as MAPFRE ASSISTANCE Agency Ireland is authorised by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Registered office at Ireland Assist House, 22 – 26 Prospect Hill, Galway, Ireland

# Home Emergency Assistance provides you with cover if you experience an Emergency within your home and is available to you 24 Hours a day, 365 Days a Year.

If you experience an emergency at home please telephone **091 560650** or if you are calling from outside of Ireland telephone **+353 91 560650**

For convenience it may be advisable to save this number to your mobile phone

This is a summary only for full conditions and exclusions  
please see pages (61) of this document

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## Your Benefits –Emergency Assistance

We will provide assistance for emergencies relating to:

**Plumbing and Drainage** – the sudden or unexpected Breakdown of, or damage to, the plumbing and drainage system which will result in internal liquid damage to your Property. This includes leaking pipes, blocked drains, water tanks, blockages in toilet waste pipes or leaking radiators.

**Electrical Supply** – the sudden, unexpected Breakdown of the electricity supply (or one phase thereof) within your Property.

**Security and Glazing** – the sudden or unexpected failure of, or damage caused to external locks, doors or windows only which has rendered your Property insecure, including theft or loss of keys and/or broken external window glass.

**Roofing** – damage to the roof of your Property necessitating repair.

**Primary Heating System** – the complete failure or breakdown of either the heating and/or hot water supply provided by the primary heating system in the Property.

**All of the above services are subject to a limit of €500 plus VAT per claim**

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## Your Benefits –Additional Services

Where **we** have carried out an Emergency Repair, **we** will provide (if necessary):

**Alternative Accommodation** - If your Property is deemed uninhabitable, **we** will provide overnight accommodation for 4 people, at an establishment of your choice. **Subject to a maximum payable €50 per person up to a total amount payable of €200 any one incident.**

**Furniture Storage** - If your Property is deemed uninhabitable, and it is necessary to remove household furniture for security reasons, **we** will provide 7 days storage for your furniture and transport to and from the security storage location up to a distance of 50km from your **home**. Subject to a maximum payable of €200 any one incident.

**Urgent Message Relay** - When an emergency occurs within your Property, **we** will relay two urgent messages to a at **home** or abroad.

If **You** need, at any stage, **we** will provide the following services:

**Essential Information** If **You** need the telephone number of an essential service urgently, simply call the freefone number above and **we** will provide the telephone number for the Hospital, Garda Station, Fire Brigade, 24 Hour Pharmacy or Transport Company.

**Home Assistance Hotline** In the case of non-emergencies, **we** will provide a hotline for all of the services listed above. Simply call the freefone number and ask for the hotline service and **we** will provide **You** with a contact number for one of our Authorised Contractors with whom **You** can discuss the problem and obtain a no obligation competitive quotation for the work involved

# Important Information concerning cancelling this policy

## (a) Your right to cancel during the cooling-off period

**You** are entitled to cancel this policy by notifying your **insurance broker** in writing within fourteen (14) days ("The cooling-off period") of either:

- (i) the date **You** receive this policy; or
- (ii) the start date of **Your** period of insurance; whichever is the later.

A full refund of any premium paid by **You** will be made unless **You** have made a claim in which case **We** reserve the right to retain the full premium.

## (b) Your right to cancel after the cooling-off period

**You** are entitled to cancel this policy after the cooling-off period by notifying **your insurance broker** in writing. Any refund of premium paid by **You** will be calculated at a proportional daily rate depending on how long the policy has been in force, unless **You** have made a claim in which case **We** reserve the right to retain the full premium.

If cancellation is at **Your** request (after the cooling-off period), **we** will deduct the following from any refund due to **You**:

An administration charge of €75 (if cancelled during the first year of Insurance) (Part One)

&

The **Home** Emergency Assistance premium of €23.33 (Part Two a)

&

The Heating System Servicing charge of €144.67 (If your schedule confirms that is operative and **You** have availed of the service, **if You have not availed of this service the charge will be refunded in full** (Part Two b)

## (c) Our Right to Cancel

**We** are entitled to cancel this policy, if there is a valid reason to do so, including, but not limited to:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;
- (iv) the use of threatening or abusive behaviour or language;
- (v) failure to take reasonable care of the property insured;

by giving **You** fourteen (14) days' notice in writing. Any refund of premium paid by **You** will be calculated at a proportional daily rate depending on how long the policy has been in force. In addition **We** will deduct the following from any refund due to **You**:

The **Home** Emergency Assistance premium of €23.33 (Part Two a)

&

The Heating System Servicing charge of €144.67 (If your schedule confirms that is operative and **You** have availed of the service, **if you have not availed of this service the charge will be refunded in full**) (Part Two b)

If **You** have made a claim **We** reserve the right to retain the full premium

# Complaint Notice

## Our service commitment to **you**

Wrightway Underwriting Ltd (Wrightway) aim to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times Wrightway are committed to providing **You** with the highest standard of service. Any complaint, questions or concerns should be addressed in the first instance to:

Complaints Officer,  
Wrightway Underwriting Ltd  
Wrightway House  
Ardcavan Business Park  
Ardcavan  
Co Wexford.  
Y35 FP8A

Tel: +353 53 91 67100 Email: [customersupport@wrightway.ie](mailto:customersupport@wrightway.ie) Website: [www.wrightway.ie](http://www.wrightway.ie)

**Your** complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. **You** will also be informed of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further. **You** will be provided with an update on the progress of the investigation of **your** complaint, in writing, within twenty business days of the complaint being made.

A decision on **your** complaint will be provided to **you**, in writing, within 40 (forty) business days of the complaint being made.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 40 (forty) business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Republic of Ireland

Tel: +353 1 567 7000  
E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

If **you** have purchased **your** contract online **you** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

## Several Liability Clause

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

### Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

If **Your** complaint, questions or concerns are in relation to Part Two only **You** should in the first instance contact Wrightway.

Complaints Officer,  
Wrightway Underwriting Ltd  
Wrightway House  
Ardcavan Business Park  
Ardcavan  
Co Wexford.  
Y35 FP8A

Tel: +353 53 91 67100 Email: [customersupport@wrightway.ie](mailto:customersupport@wrightway.ie) Website: [www.wrightway.ie](http://www.wrightway.ie)

If **Your** complaint is still not resolved to **Your** satisfaction and refers to Part Two, **You** should contact :

Complaints Specialist  
Customer Service Department  
MAPFRE ASSISTANCE Agency Ireland  
22-26 Prospect Hill  
Galway

Tel: 091 560649 Email: [customer.service@mapfre.com](mailto:customer.service@mapfre.com)

If **You** are still dissatisfied, **You** may contact:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29

Tel: +353 1 567 7000 Email: [info@fspo.ie](mailto:info@fspo.ie) Website: [www.fspo.ie](http://www.fspo.ie)

Following this procedure does not affect **Your** legal rights.



# Part One – Underwritten by Lloyd’s Insurance Company S.A.

## Definitions

The following words or phrases have the same meaning whenever they appear in this document, the schedule and endorsements. These words are shown in **bold**.

**Accidental damage:** Damage caused as a direct result of a single unexpected event.

**Buildings: your home,** greenhouses and sheds all on the same site and used for domestic purposes, including central-heating oil tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, terraces, patios, drives, paths, walls, fences, gates, and landlord’s fixtures and fittings.

The main structure (unless shown differently on the schedule) must be built of brick, stone or concrete (but not pre-fabricated walls or panels), with slate, tiled, concrete or felt roof. Unless shown on the schedule, no more than 30% of the roof area may be flat and covered with felt.

**Business equipment:** Furniture, computers (including keyboards and monitors), printers, modems, fax machines, photocopiers, typewriters and phone equipment in **your home** (other than equipment belonging to **your** employer).

**Contents:** Household goods, **personal belongings**, clothing and other items in **your home**, belonging to **you** or for which **you** are legally responsible, *and also includes:*

- **money** (up to €1,000 in total);
- stamp, coin or other collections (up to €1,500 in total);
- guests’ clothing and **personal belongings** (up to €1,500 in total);
- **business equipment** (up to €7,500 in total);
- **valuables**, pictures, works of art and curios:
  - up to 35% of the sum insured for **Contents** in total for these items *subject to a maximum of €4,000 for any one article, set or collection*
  - up to €7,500 for any one plasma, liquid, liquid crystal display or digital light projection, front projection or CRT front projection television, free-standing hot tubs, free-standing Jacuzzi or free-standing spa

**Contents** does not include:

- any property which is more specifically insured by this or other insurance;
- any living creature;
- motor vehicles, electrically, mechanically, or **power**-assisted vehicles (other than domestic gardening equipment), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand-yachts, parakarts, jet-skis or watercraft, or any parts or accessories for these items;
- landlord’s fixtures and fittings;
- any property used or held for business, profession or trade purposes other than **business equipment**; or
- any part of the **buildings** except improvements and decoration in your **home** for which **You** are legally responsible under a tenancy agreement.

**Credit cards:** Credit, cheque, debit and charge cards which belong to **you** and for which **you** are legally responsible.

**Domestic Employee:**

Any person under a contract of service with **You** which is solely for private domestic duties including gardeners, persons carrying out repair work other than contractors or persons engaged solely to make extensions or non-maintenance alterations to the **Home**, and other temporary or casual employees.

**Family: You,** your domestic partner, children (including adopted and foster children), parents and other relatives who permanently live in **your home**.

**Home:** The private living accommodation, garages and outbuildings (but not a caravan or mobile home) used for domestic purposes, at the address shown on the schedule.

**Guest:** A person who is invited to visit someone's **home** or attend a particular social occasion

**Ireland:** Republic of Ireland

**Money:**

current coin or bank notes (which do not form part of a collection), cheques and traveller's cheques;  
postal or **money** orders, and current postage stamps;  
Premium Bonds, National Savings stamps and certificates;  
gift vouchers or tokens;  
travel tickets, phonecards; and  
luncheon vouchers.

**Money does not include bitcoin or other virtual currencies.**

**Occupant:** **You** or a member of **your family** or a person authorised by **you** living in **your home**.

**Period of insurance:** The length of time covered by this insurance (as shown on the schedule) and any extra period for which **we** accept **your** premium.

**Personal belongings:** Articles which **you** are **wearing**, using or carrying.

**Personal belongings** do not include:

tools or instruments used or held for business, profession or trade purposes;  
valuables;

**money** and **credit cards**;

pedal cycles;

motor vehicles, electrically, mechanically, or **power**-assisted vehicles (other than domestic gardening equipment), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand-yachts, parakarts, jet-skis or watercraft or any parts or accessories for these items;

any property which is more specifically insured by this or other insurance.

**Self-contained:** Private living accommodation which has its own kitchen, bathroom and toilet, and separate and lockable entries and exits, which only **you** live in.

**Unfurnished:** Where **your home** is not furnished enough to be lived in.

**United Kingdom:** Great Britain (England, Scotland and Wales), Northern Ireland, the Isle of Man and the Channel Islands.

**Unoccupied:** Where **your home** has been left without an **occupant** for more than 45 days in a row. The property is deemed to be Unoccupied if the residency is limited to frequent visits or occasional staying overnight in the property. Visiting the property and/or occasionally staying in the property will not break the Unoccupied period.

**Valuables:** Articles of gold, silver, other precious metals, **jewellery**, gemstones, pearls, furs, watches, portable televisions, audio, video and computer equipment, telescopes, binoculars, photographic equipment, sports and/or camping equipment, musical instruments and guns belonging to **you** or for which **you** are legally responsible.

**We, us, our:** The Underwriter, Lloyd's Insurance Company S.A.

**You, your:** The person or people named on the schedule and **your family**

**Your Insurance Broker** - A registered Insurance broker and/or Intermediary giving advice to **You** in respect of product suitability as **well** as collecting premiums for Us, and giving advice to **You** in respect of claims.

## Important Note

This is your **Home** Prime Insurance Policy. **Please read it carefully.** It sets out the details of the contract **You** have made with us. The proposal form or statement of facts and declaration which **You** made to us are incorporated in and form part of this contract. Failure to disclose material facts could result in your contract being cancelled or invalidated, a claim not being paid, a claim payment being reduced, difficulty in obtaining insurance in the future and failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on the property.

The schedule and any endorsements are all part of your policy and shall be considered as one document. Check your schedule to find out which sections **You** are insured for and read them along with your policy. **You** should also pay particular attention to the Conditions Page (48) and Exclusions on Page (45) as these apply to all sections. Whilst your **Home** Prime Policy insures **You** against a wide range of contingencies, it does not insure **You** against every possible loss, for example, it is not a maintenance contract, and if the only damage is due to **wear**, tear or deterioration there is no cover under your policy.

**You** must tell us immediately of any changes in the information **You** have given us in your proposal or any other changes which affect or are material to this insurance. Material information is any fact that **we** would regard as likely to affect the acceptance or assessment of the risk. Information is material if it would change our decision to provide **You** with insurance or reasonably change the premium **we** charge or alter the cover and terms **we** apply to your policy. Information **we** require includes for example, if **You** make any alteration to your property, which makes losses more likely to happen or more serious if they do happen. If **You** do not let us know **You** could invalidate your policy.

Remember to tell us if **You** plan to leave your **Home** unoccupied for more than 45 consecutive days and what additional measures **You** are going to take. Please note there is a significant reduction in cover when your **home** is unoccupied for more than 45 days.

Please read this policy and the schedule (including Endorsements) very carefully, they form the contract of insurance. **You** should pay particular attention to the General Policy Exclusions, the Conditions and any Endorsements which apply.

Please tell your insurance broker as soon as practicably possible if **You** have any questions, the cover does not meet your needs, or any part of your insurance documentation is incorrect.

This policy is underwritten by us and arranged through Wrightway Underwriting Ltd.

## Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

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

**We** will notify **you** in writing if (a), (b) and/or (c) apply by giving **You** fourteen (14) days notice that **we** are terminating this policy.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

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

**We** will notify **You** in writing if (i), (ii) and/or (iii) apply. If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** fourteen (14) days' notice that **We** are terminating this Policy; or
- (2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the Period of Insurance as outlined in Important Information concerning cancellation c) Our right to Cancel on Page (6)

### Change In Circumstances

**You** must tell **Us** immediately when **You** become aware of any changes in the information **You** have provided to **Us** which happen before or during any Period of Insurance.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the cancellation and cooling-off provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

### Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

## How to make a claim

If the loss is an emergency which requires immediate action, (a) render the property safe and/or (b) secure the building against further loss or damage, please contact **091 560650** to avail of the Home Emergency Assistance as noted under Part Two a) of the policy on Page (59).

If **You** are unfortunate enough to have suffered a loss;

First, check **Your** insurance policy to see if the incident that has occurred is covered by **Your** Policy, if it is please contact **Your** insurance broker who will take details of **Your** claim and arrange to notify Wrightway Underwriting Ltd who will arrange for an approved loss adjuster, if required, to call out to **Your Home** and deal with the damage that has occurred.

**We** will also find out what items have been damaged or stolen and take steps to organise replacements at Our discretion.

### Claims notification period

Please note that all claims must be notified as soon as possible but no later than 30 days of their occurrence. Please refer to the Policy Conditions section of this document and familiarise yourself with **Your** obligations as failure to comply could result in **Your** claim being refused.

## Anti-Fraud and Credit Checks

**We** may conduct anti-fraud and credit checks using various databases such as **but not limited to Insurance Link** at any stage of **your period of insurance** to confirm that all information provided to **us** by **you** is correct.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We** and other organisations may also access and use the information recorded with fraud prevention agencies to prevent fraud and **money** laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

**We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

# Your personal information notice

## Who we are

**We** are Lloyd's Insurance Company S.A. identified in the contract of insurance and/or in the certificate of insurance.

## The basics

**We** collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet our legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** will need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where we need **your** consent, we will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time by sending an e-mail to [data.protection@lloyds.com](mailto:data.protection@lloyds.com) (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect our ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

## Other people's details you provide to us

Where **you** provide **us** or **your** insurance agent or insurance broker with details about other people, you must provide this notice to them.

## Want more details?

For more information about how **we** use **your** personal information please see our full privacy notice, which is available in the Privacy section of our **website** [www.lloydsbrussels.com](http://www.lloydsbrussels.com) or in other formats on request.

## Contacting us and your rights

**You** have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of our full privacy notice(s), please contact **us**. Alternatively, **you** may contact the insurance agent or insurance broker that arranged **your** insurance.

**You** also have the right to lodge a complaint with **your** competent data protection authority, but **we** encourage **you** to contact **us** before.

## The contract of insurance

This policy, the schedule and any endorsements set out what is and what is not covered, together with the sum insured and any special terms that may apply. They form the contract of insurance between **you** and **us** and should be read together. Please read them carefully to make sure they provide the cover **you** need. **You** should keep them in a safe place. **You** may need them if **you** have to make a claim. This policy is based on the information **you** gave when **you** applied for the insurance and **your** agreement to pay for it. **You** must tell **us** about any changes in this information as soon as possible, otherwise **you** may not be covered.

This insurance is written in English and all communications about it will be in English. Unless **we** have agreed otherwise with **you**, this contract is governed by **Irish** law.

# Section One: Buildings

The schedule will show if this cover applies.

Where any single event results in a claim under more than one section of the policy, the highest Excess only will apply.

What is covered	What is not covered
<p><b>Insured events</b> Loss or damage to <b>your Buildings</b> during the <b>Period of insurance</b> caused by the following:</p>	
<p><b>1. Fire, Smoke, Lightning, Explosion or Earthquake</b></p>	<p>loss or damage caused by smog, agricultural, forestry or industrial operations or any gradually operating cause. The first €250 of each and every loss.</p>
<p><b>2. Storm, Flood or Weight of Snow</b></p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• frost;</li> <li>• subsidence, heave or landslip;</li> <li>• underground water.</li> </ul> <p>Loss or damage to:</p> <ul style="list-style-type: none"> <li>• swimming pools, hot tubs, jacuzzis, spas, hedges, fences and gates;</li> <li>• radio or television aerials, fixed satellite dishes, their fittings or masts over €750.</li> <li>• <b>Contents</b> outside the <b>home</b></li> <li>• The first €250 of each and every loss</li> </ul>
<p><b>3. Subsidence or heave of the site on which your buildings stand, or landslip.</b></p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• coastal or river erosion;</li> <li>• new structures bedding down, settling, expanding or shrinking;</li> <li>• newly made up (surfaced) ground settling;</li> <li>• faulty design, workmanship or materials;</li> <li>• construction work or repairing, demolishing or altering, Groundworks or excavation of <b>your buildings;</b></li> <li>• normal settlement, shrinkage or expansion; or</li> <li>• the action of chemicals on or the reaction of chemicals with any materials which form part of <b>your Buildings.</b></li> <li>• the use of defective materials, pyrite or inadequate construction of foundations.</li> <li>• an occurrence which originated prior to inception of this policy.</li> <li>• where compensation is provided by contract or legislation.</li> </ul>



What is covered	What is not covered
<i>continued...</i>	Loss or damage to: <ul style="list-style-type: none"> <li>• swimming pools, hot tubs, Jacuzzis and spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the private living accommodation is damaged at the same time and by the same cause;</li> <li>• solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and by the same cause;</li> <li>• <b>your Buildings</b> if the loss or damage is covered by law, contract or legislation.</li> <li>• The first €2,000 of each and every loss.</li> </ul>
<b>4. Riot, civil commotion, strikes and labour, political disturbances, Malicious acts or vandalism.</b>	Loss or damage caused; <ul style="list-style-type: none"> <li>• by <b>you</b> or <b>your guests</b> or tenants;</li> <li>• while <b>your home</b> is <b>Unoccupied</b> or <b>Unfurnished</b> for more than a period of 45 consecutive days.</li> <li>• The first €250 of each and every loss</li> </ul>
<b>5. Escape of Water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance</b>	Loss or damage caused: <ul style="list-style-type: none"> <li>• If the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b> for more than a period of 45 consecutive days.</li> <li>• by subsidence, heave or landslip.</li> <li>• to swimming pools.</li> <li>• to the installation or appliance from which the water escapes</li> <li>• to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units.</li> <li>• The first €500 of each and every loss.</li> </ul>
<b>6. Aircraft and other flying objects or anything dropped from them.</b>	Loss or damage caused by ; <ul style="list-style-type: none"> <li>• <b>you, your family, your Domestic Employees,</b> paying <b>guest</b> or tenants.</li> <li>• The first €250 of each and every loss</li> </ul>
<b>7. Theft or attempted theft</b>	Loss or damage caused: <ul style="list-style-type: none"> <li>• by <b>you</b> or <b>your guests</b> or tenants;</li> <li>• while <b>your home</b> is <b>Unoccupied</b> or <b>Unfurnished</b> for more than a period of 45 consecutive days</li> <li>• by any person lawfully in <b>Your Home</b>.</li> <li>• The first €250 of each and every loss</li> <li>• The first €750 of each &amp; every loss if <b>you</b> have declared to <b>us</b> that <b>you</b> have an alarm and <b>your</b> alarm is not fully operational when <b>your home</b> is <b>Unoccupied</b>.</li> </ul>

What is insured	What is not covered
continued	<ul style="list-style-type: none"> <li>• No excess will apply when:               <ol style="list-style-type: none"> <li>a. The Intruder Alarm is operational and;</li> <li>b. Where entrance is controlled by means of an operating electric gate fitted by a competent installer and/or;</li> <li>c. <b>Your home</b> is protected by an operating CCTV system (which must have the ability to record and download footage) fitted by a competent installer.</li> </ol> </li> </ul>
<p><b>8. Leakage of oil from any fixed heating installation</b></p>	<p>Loss or damage caused: -</p> <ul style="list-style-type: none"> <li>• if the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b> for more than a period of 14 consecutive days.</li> <li>• by subsidence, heave or landslip.</li> <li>• to the apparatus from which the oil escapes.</li> </ul> <p>Any expenses incurred or levied where <b>You</b> retain experts or contractors (other than for emergency works) without <b>our</b> express written consent. The engagement, or otherwise, of all experts and contractors in relation to remedial repairs will be subject to <b>our</b> approval and <b>we</b> reserve the right to select such experts and contractors from <b>our</b> pre-approved specialist panel.</p> <ul style="list-style-type: none"> <li>• The first €500 of each and every loss.</li> </ul>
<p><b>9. Falling trees or branches, telegraph poles or lamp posts</b></p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by cutting down or trimming trees or branches; or</li> <li>• to hedges, fences and gates.</li> <li>• The cost of removal of the tree or branch unless damage has been caused to the <b>Buildings</b> by its fall.</li> <li>• The first €250 of each and every loss.</li> </ul>
<p><b>10. Loss or damage as a result of breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.</b></p>	<p>Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.</p> <p>The first €250 of each and every loss</p>
<p><b>11. Being hit by any vehicle, train or animal</b></p>	<p>Loss or damage caused to:</p> <ul style="list-style-type: none"> <li>• paths or drives by the weight of any vehicle; or</li> <li>• roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).</li> <li>• Loss or damage caused by pets.</li> <li>• The first €250 of each and every loss</li> </ul>

# Extra benefits included with buildings

We will also cover the following.

What is insured	What is not covered
<p><b>1. Breakage of Glass, Sanitary Units, Ceramic surfaces and solar panels</b></p> <p>Accidental breakage of fixed glass forming part of <b>your</b> buildings (including the cost of necessary boarding up before replacing broken glass).            Accidental breakage of fixed sanitary fittings.            Accidental breakage of ceramic glass in cooker hobs of built-in units.            Accidental breakage of fixed solar panels forming part of <b>your Buildings</b>.</p>	<p>Loss or damage caused: if the Buildings have been left <b>Unoccupied</b> or <b>Unfurnished</b> for more than a period of 45 consecutive days.            Any damage caused by chewing, tearing, scratching or fouling by pets.</p> <p>The first €250 of each and every loss</p>
<p><b>2. Loss of rent or costs for alternative accommodation</b></p> <p><b>a.</b> While <b>your home</b> cannot be lived in as a result of loss or damage covered by an insured event under section one: <b>Buildings, we</b> will pay the following expenses or losses <b>we</b> have agreed to. Either: rent <b>you</b> would have received from an existing tenant if <b>your home</b> could have been lived in; or the cost of similar accommodation for <b>you, your family</b> and <b>your</b> pets including the cost of temporary storage for <b>your</b> furniture.</p> <p><b>b.</b> If, as a direct result of damage caused to a neighbouring property, <b>you</b> are refused access to <b>your home</b>, which <b>you</b> are living in, <b>we</b> will pay one of the following for up to two weeks. Either: the reasonable cost of alternative accommodation for <b>you, your family</b> and <b>your</b> pets; or the rent <b>you</b> have to pay. <b>we</b> will only pay if the damage caused to the neighbouring property would have been covered by an event insured by this section.</p>	<p>We will not pay for</p> <ul style="list-style-type: none"> <li>• the cost of food and drink.</li> <li>• for fuel and utility bills, property taxes, water charges or other charges for which</li> <li>• costs <b>You</b> would have been liable if <b>You</b> were still living in the <b>Home</b>.              -a standard of accommodation higher than that provided by the <b>Home</b> in which <b>You</b> live.</li> <li>• rent or the cost of alternative accommodation for any period longer than is necessary to reinstate the property.</li> </ul> <p>Any amount over 20% of the sum insured for <b>Buildings</b> for any one claim.</p> <p>The first €250 of each and every loss</p>
<p><b>3. Selling your home</b></p> <p>If <b>you</b> sell <b>your home</b>, from the date <b>you</b> exchange contracts <b>we</b> will give the buyer the benefit of section one: <b>Buildings</b> until the sale is completed, as long as this is within the <b>period of insurance</b>.</p>	<p>Any claim for loss or damage to <b>your Buildings</b> if the buyer is insured under any other insurance.</p> <p>The first €250 of each and every loss</p>

What is insured	What is not covered
<p><b>4. 4. Building fees and the cost of removing debris</b></p> <p>After a claim, which is covered by an insured event under section one: <b>Buildings, we</b> will pay the following expenses or losses <b>we</b> have agreed to. The cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild <b>your Buildings</b>.</p> <p>The cost of removing debris and demolishing or supporting parts of <b>your Buildings</b> which have been damaged, in order to make the site safe. The extra costs of rebuilding or repairing the damaged parts of <b>your Buildings</b> to meet any regulations or laws set by Acts of Parliament or local authorities.</p>	<p>Any costs for preparing a claim. Any costs which relate to undamaged parts of <b>your Buildings</b>, except the foundations of the damaged parts of <b>your Buildings</b>.</p> <p>Costs involved in meeting regulations and laws if notice was served on <b>you</b> before the loss or damage happened.</p> <p>The cost of making the site stable.</p> <p>Any amount over 20% of the sum insured for <b>Buildings</b> for any one claim.</p> <p>The first €250 of each and every loss</p>
<p><b>5. Metered water</b></p> <p>Accidental leakage of metered water caused by an insured event.</p> <p>Up to €1,500 in any period of insurance for charges <b>You</b> have to pay to your water provider. <b>You</b> may only claim this benefit under one section of this document.</p>	<p>The first €250 of each and every loss</p>
<p><b>6. Tracing and accessing leaks</b></p> <p>If <b>your Buildings</b> are damaged by water escaping from tanks, pipes, equipment or fixed heating systems in <b>your home, we</b> will pay the cost of removing and replacing any other part of <b>your Buildings</b> necessary to find and repair the source of the leak and making good.</p> <p>We will not pay more than €1,000 for anyone event.</p>	<p>The first €250 of each and every loss</p>

What is insured	What is not covered
<p><b>7. Accidental damage</b></p> <p>to underground cables, pipes or tanks serving <b>your home</b> for which <b>you</b> are legally responsible. We will pay up to €5,000 for each and every loss.</p>	<p>Damage caused by subsidence or heave of the land, or landslip.</p> <p>Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.</p> <p>The cost of clearing blocked sewer pipes, drains, soakaways, pipes or underground tanks.</p> <p>The first €250 of each and every loss</p>
<p><b>8. Fire Brigade Charges</b></p> <p>We will pay up to €3,000 for costs <b>You</b> have to pay under the Fire Services Act 1981 in relation to the fire brigade attendance at the <b>Home</b> which results in a claim under this policy.</p>	

# Accidental damage to buildings

The schedule will show if this cover applies  
We will also cover the following.

What is covered	What is not covered
<p><b>Accidental damage and breakage</b></p>	<p>Damage shown under the 'What is not covered' part of:</p> <ul style="list-style-type: none"> <li>• 'Insured events 1-11'; and</li> <li>• 'Extra benefits included with <b>Buildings</b>'; in section one: <b>Buildings</b>.</li> </ul> <p>Loss or damage caused after the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b> for more than a period of 45 consecutive days.</p> <p>Damage caused by:</p> <ul style="list-style-type: none"> <li>(i) faulty workmanship, defective design, or the use of defective materials or pyrite,</li> <li>(ii) escape of water from drains or drainage systems,</li> <li>(iii) wear and tear, frost, damp, corrosion, atmospheric or climatic conditions, fading caused by light or gradually operating cause, rot, rust, fungus, insects and vermin,</li> <li>(iv) domestic pets,</li> <li>(v) movement, settlement or shrinkage in any part of the <b>Buildings</b>,</li> <li>(vi) movement of the land belonging to the <b>Buildings</b>,</li> <li>(vii) demolition or structural alteration or repair,</li> <li>(viii) any process of heating, drying, cleaning</li> <li>(ix) any process of cleaning, repairing, dyeing, renovating or maintaining <b>your Buildings</b>.</li> <li>(x) Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles.</li> </ul> <p>domestic fuel tanks, hard tennis courts, swimming pools, hot tubs, jacuzzis, spas, terraces, patios, drives, paths, walls, fences, gates, roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).</p> <p>The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.</p> <p>The first €250 of each and every loss</p>

# Settling Claims

(a) **We** will indemnify **You** by payment or, at **Our** option, by reinstatement, replacement or repair, for loss or damage by any of the Insured causes listed in 'Insured events 1-11' and 'Extra benefits included with **Buildings**'; in section one: **Buildings** subject to the conditions and exclusions set out in this policy, with a deduction for wear and tear made only in respect of clothing, footwear, floor coverings, household linen and pedal cycles.

(b) **we** will pay up to the sum insured for **Buildings** shown in the schedule (plus any Index Linking adjustment applicable) for the Cost of **Rebuilding**, repairing or replacing the damaged parts of the **Buildings**, inclusive of any amount which may become payable under Building - Additional Benefits section of this policy.

(c) If the **Buildings** are not rebuilt or repaired **We** will pay at **Our** option the difference between the market value of the **Buildings** prior to the loss or damage and the market value of the **Buildings** following the loss or damage.

(d) If the **Buildings** have not been maintained in a good state of repair, a deduction will be made for wear and tear.

(e) If at the time of any loss or damage the sum insured is less than the Cost of Rebuilding, **we** will reduce the claim payment by the same percentage the property is under insured by. (Average Clause – see below)

(f) **We** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched. In the case of floor coverings, **we** will only pay for the cost of replacing the damaged part or, if a match is not possible, the floor covering in the room where the damage happened.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

## Sum Insured

The most **we** will pay under section one: **Buildings** is the sum insured shown on the schedule for **Buildings** adjusted in line with index-linking, including the extra expenses and fees listed under Extra benefit 4 'Building fees and the cost of removing debris' in section one: **Buildings**.

## Underinsurance (Average Clause)

If the sum insured at the time of the insured loss or damage is less than the Cost of Rebuilding or replacing as new all the **Buildings & Contents** covered then **You** shall be considered as being **Your** own insurer for the difference and **we** will pay only that proportion of the loss or damage which the sum insured bears to such cost.

If it is necessary to make a deduction for wear and tear then the **Cost of Rebuilding** or replacing as new less the allowance for wear and tear will be compared with **Your** actual sum insured. **You** will only be paid that proportion of the loss or damage which **Your** sum insured bears to this **Cost of Rebuilding** or replacing.

## Staged Claim Payments

Where **we** elect to settle **Your** claim on a cash basis, **We** may release a proportion of the estimated cost of repair/reinstatement prior to completion of the work. **You** must keep **Your** receipts for any repair/reinstatement work as **You** will need to validate these costs. The balance of the cost, known as a 'staged claim payments', will be paid to **You** on receipt of the relevant documentation that validates the costs incurred by **You** for the repair/reinstatement work (e.g. VAT invoices).

## Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **Buildings**, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (We will not charge any extra premium for maintaining the sum insured for **Buildings**.)

## Index linking

The sum insured for **Buildings** will be index-linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or in line with any other index that **we** decide.

If **you** make a claim, index-linking will continue during the period when the repair or rebuilding is being carried out as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

We will not make a charge for index-linking during the **Period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

## Claims retention

Where **we** agree to pay your claim, **we** reserve the right to withhold up to 30 % of the final payment until the re-instatement works are completed, therefore all invoices must be retained to facilitate validation through the submission of these final invoices along with photographs or where necessary a final inspection of the works.

Where the retention amount remains unclaimed after the pre-agreed period has passed, **we** will write to remind **you** of the unclaimed retention and **our** requirements to release this payment. This reminder will give **you** 10 working days to supply the required documentation and if **we** do not hear back from **you** within this time **we** will proceed to close the claim with previous payment representing final settlement figure.



# Buildings Liability

For the purpose of this section bodily injury will include death and disease.

What is covered	What is not covered
<p><b>Liability as the owner of your home</b></p> <p>We will insure <b>your</b> liability as owner to pay for accidents happening in and around <b>your home</b> during the <b>Period of insurance</b>. <b>we</b> will provide this cover if the accident results in: bodily injury to any person other than <b>you, your Family</b> or a <b>Domestic Employee</b>; or loss or damage to property which <b>you, your family</b> (or <b>your Domestic Employees</b>) do not own or have legal responsibility for.</p> <p>We will not pay more than €3,000,000 for any one event plus any costs and expenses <b>we</b> have agreed to in writing.</p> <p>If <b>you</b> die, <b>your</b> personal representatives will have the benefit of the cover under this section.</p>	<p>Liability arising:</p> <ul style="list-style-type: none"> <li>• as occupier of <b>your home</b>; from any agreement or contract unless <b>you</b> would have been legally liable anyway;</li> <li>• from criminal acts;</li> <li>• as a result of an assault, alleged assault or a deliberate, or malicious act;</li> <li>• from owning or occupying of any land or <b>Buildings</b> other than <b>your home</b>;</li> <li>• where <b>you</b> are entitled to cover from another source;</li> <li>• from any profession, trade or business;</li> <li>• from paragliding or parascending;</li> <li>• from any infectious disease or condition;</li> <li>• from <b>you</b> owning or using any:             <ul style="list-style-type: none"> <li>• power-operated lift;</li> <li>• electrically, mechanically or power-assisted vehicles (including children’s motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use);</li> </ul> </li> <li>• from aircraft, UAV’s/Drones, hang-gliders, hovercraft, land or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);</li> <li>• from caravans or trailers;</li> <li>• from animals except domestic pets other than dangerous dogs, as specified in regulations made under the Control of Dogs Acts and amending legislation unless such dogs are, at all times, muzzled, under effective control and capable of identification.</li> <li>• from horses unless ownership, possession, use or control is in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 and amending legislation.</li> <li>• for death, injury, illness or disease of any member of <b>Your Household</b> or any other person permanently residing with <b>You</b>,</li> <li>• for death, injury, illness or disease to a person under a contract of service or apprenticeship with <b>You</b> or a member of <b>Your Family</b>.</li> </ul>

## Section Two: Contents

The **schedule** will show if this cover applies.

Where any single event results in a claim under more than one section of the policy, the highest Excess only will apply.

What is covered	What is not covered
<p><b>Insured Events</b> Loss or damage to <b>your Contents</b> while in <b>your home</b> during the <b>Period of insurance</b> caused by the following.</p>	
<p><b>1. Fire, Smoke, Lightning, Explosion or Earthquake</b></p>	<p>Loss or damage caused by smog, agricultural, forestry or industrial operations or any gradually operating cause.</p> <p>The first €250 of each and every loss</p>
<p><b>2. Storm, Flood or Weight of Snow</b></p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• frost;</li> <li>• subsidence, heave or landslip;</li> <li>• underground water.</li> </ul> <p>Loss or damage to:</p> <ul style="list-style-type: none"> <li>• swimming pools, hot tubs, jacuzzis, spas, hedges, fences and gates;</li> <li>• radio or television aerials, fixed satellite dishes, their fittings or masts.</li> <li>• <b>Contents</b> outside the <b>home</b></li> </ul> <p>The first €250 of each and every loss</p>
<p><b>3. Subsidence or heave of the site on which your buildings stand, or landslip.</b></p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• coastal or river erosion;</li> <li>• new structures bedding down, settling, expanding or shrinking;</li> <li>• newly made up (surfaced) ground settling;</li> <li>• faulty design, workmanship or materials;</li> <li>• construction work or repairing, demolishing or altering <b>your Buildings</b>;</li> <li>• Groundworks or excavation;</li> <li>• normal settlement, shrinkage or expansion; or</li> <li>• the action of chemicals on or the reaction of chemicals with any materials which form part of <b>your Buildings</b>.</li> <li>• the use of defective materials, pyrite or inadequate construction of foundations.</li> <li>• damage which originated prior to inception of this policy.</li> <li>• where compensation is provided by contract or legislation.</li> </ul>

What is covered	What is not covered
<p>continued</p>	<p>Loss or damage to:</p> <ul style="list-style-type: none"> <li>• swimming pools, hot tubs, Jacuzzis and spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the private living accommodation is damaged at the same time and by the same cause;</li> </ul> <p>– solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and by the same cause;</p> <p>– <b>your buildings</b> if the loss or damage is covered by law, contract or legislation. The first €2,000 of each and every loss.</p>
<p>4. <b>Riot, civil commotion, strikes and labour, political disturbances, Malicious acts or vandalism.</b></p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by <b>you</b> or <b>your</b> guests or tenants; or</li> <li>• while your <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b> for more than a period of 45 consecutive days.</li> </ul> <p>The first €250 of each and every loss</p>
<p>5. <b>Escape of Water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance</b></p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• If the Buildings have been left <b>Unoccupied</b> or <b>Unfurnished</b> for more than a period of 45 consecutive days.</li> <li>• by subsidence, heave or landslip.</li> <li>• to swimming pools.</li> <li>• to the installation or appliance from which the water escapes</li> <li>• to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units.</li> <li>• The cost of the water or oil.</li> </ul> <p>The first €500 of each and every loss.</p>
<p>6. <b>6. Aircraft and other flying objects or anything dropped from them.</b></p>	<p>Loss or damage caused by;</p> <ul style="list-style-type: none"> <li>• domesticated pets or animals</li> <li>• <b>you, your family, your Domestic Employees,</b> paying guest or tenants.</li> </ul> <p>The first €250 of each and every loss</p>

What is covered	What is not covered
<p><b>7. Theft or attempted theft</b></p>	<p>Loss or damage caused;</p> <ul style="list-style-type: none"> <li>• by <b>you</b> or <b>your guests</b> or tenants;</li> <li>• if the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b> for more than a period of 45 consecutive days.</li> <li>• by any person lawfully in <b>Your Home</b>.</li> <li>• to any <b>money, Credit cards</b>, valuables, pictures, works of art, curios, <b>Business equipment</b>.</li> <li>• to <b>Contents</b> in excess of €10,000 contained within a locked outbuilding.</li> </ul> <p>The first €250 of each and every loss.</p> <p>The first €750 of each &amp; every loss if <b>you</b> have declared to <b>us</b> that <b>you</b> have an alarm and <b>your</b> alarm is not fully operational when <b>your home</b> is <b>Unoccupied</b></p> <p>No excess will apply when:</p> <ol style="list-style-type: none"> <li>a. The Intruder Alarm is operational and;</li> <li>b. Where entrance is controlled by means of an operating electric gate fitted by a competent installer or;</li> <li>c. <b>Your home</b> is protected by an operating CCTV system (which must have the ability to record and download footage) fitted by a competent installer.</li> </ol>
<p><b>8. Leakage of oil from any fixed heating installation</b></p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• If the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b> for more than a period of 45 consecutive days.</li> <li>• to the apparatus from which the oil escapes.</li> <li>• by subsidence, heave or landslip.</li> </ul> <p>For any expenses incurred or levied where <b>You</b> retain experts or contractors (other than for emergency works) without <b>our</b> express written consent. The engagement, or otherwise, of all experts and contractors in relation to remedial repairs will be subject to <b>Our</b> approval and <b>We</b> reserve the right to select such experts and contractors from <b>Our</b> pre-approved specialist panel.</p> <p>The first €500 of each and every loss.</p>
<p><b>9. Falling trees or branches, telegraph poles or lamp posts.</b></p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by cutting down or trimming trees or branches; or</li> <li>• to hedges, fences and gates.</li> </ul> <p>The cost of removal of the tree or branch unless damage has been caused to the <b>Buildings</b> by its fall.</p> <p>The first €250 of each and every loss.</p>

What is covered	What is not covered
<p><b>10. Loss or damage as a result of breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.</b></p>	<p>Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.</p> <p>The first €250 of each and every loss</p>
<p><b>11. Being hit by any vehicle, train or animal</b></p>	<p>Loss or damage caused by pets.</p> <p>The first €250 of each and every loss</p>

# Extra benefits included with contents

We will also cover the following.

What is covered	What is not covered
<p><b>1. Breakage of Glass, Sanitary Units, Ceramic surfaces and mirrors</b></p> <p>Accidental breakage of: glass tops and fixed glass in furniture; ceramic glass in cooker hobs; and mirrors.</p>	<p>Loss or damage caused: by chewing, tearing, scratching or fouling by pets. If the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b> for more than a period of 45 consecutive days</p> <p>The cost of repairing, removing or replacing frames.</p> <p>The first €250 of each and every loss</p>
<p><b>2. Loss of rent, alternative accommodation or rent you pay</b></p> <p>a) While <b>your home</b> cannot be lived in as a result of loss or damage covered by an insured event under section two: <b>Contents</b>, <b>we</b> will pay the following expenses or losses <b>we</b> have agreed to. Either; rent <b>you</b> would have received from an existing tenant if <b>your home</b> could have been lived in; the cost of similar alternative accommodation for <b>you, your family</b> and <b>your</b> pets, including the cost of temporary storage for <b>your</b> furniture.</p> <p>b) If, as a direct result of damage caused to a neighbouring property, <b>you</b> are refused access to <b>your home</b>, which <b>you</b> are living in, <b>we</b> will pay one of the following for up to two weeks. Either: the reasonable cost of alternative accommodation for <b>you</b> and <b>your family</b>; or the rent <b>you</b> have to pay. <b>we</b> will only make the payment if the damage caused to the neighbouring property would have been covered by an event insured by this section.</p>	<p>The cost of food and drink. Fuel and utility bills, property taxes, water charges or other charges for which <b>You</b> would have been liable if <b>You</b> were still living in the <b>Home</b>. For a standard of accommodation higher than that provided by the <b>Home</b> in which <b>You</b> live.</p> <p>For rent or the cost of alternative accommodation for any period longer than is necessary to reinstate the property.</p> <p>Any amount over 20% of the sum insured for <b>Contents</b> for any one claim.</p> <p>The first €250 of each and every loss.</p>
<p><b>3. Television sets, video and audio equipment and computers Accidental damage to television aerials, fixed satellite dishes, their fittings and masts attached to the buildings.</b></p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• chewing, tearing, scratching or fouling by pets;</li> <li>• frost, the atmosphere, or fading caused by light;</li> <li>• any process of cleaning, repairing, renovating or maintaining the item;</li> <li>• heating, drying, dyeing, washing, restoring, dismantling or breakdown;</li> <li>• faulty workmanship, design or materials; or</li> <li>• information being erased or damaged on computer equipment.</li> </ul>

What is covered	What is not covered
<p><b>continued</b></p>	<p>Loss or damage to:</p> <ul style="list-style-type: none"> <li>• styluses, recording heads, records, audio tapes, video tapes or cassettes, disks and computer software;</li> <li>• mobile or portable phones or pagers;</li> <li>• computers or computer equipment designed to be portable, while it is being carried, moved or transported; or</li> <li>• video cameras and camcorders.</li> </ul> <p>The first €250 of each and every loss.</p>
<p><b>4. Metered water</b> Accidental leakage of metered water caused by an insured event. Up to €1,500 in any period of insurance for charges <b>You</b> have to pay to your water provider. <b>You</b> may only claim this benefit under one section of this document.</p>	<p>The first €250 of each and every loss.</p>
<p><b>5. Household removal</b></p> <p>Accidental loss or damage to <b>your Contents</b> in a removal vehicle while being removed by professional removal contractors, from <b>your home</b> to a new permanent <b>home</b> within <b>Ireland</b>, including while in temporary storage for up to five days. The most <b>we</b> will pay will be the sum insured for <b>Contents</b> shown on the schedule.</p>	<p>Loss or damage to:</p> <ul style="list-style-type: none"> <li>• pictures, china, glass, pottery, porcelain or other brittle substances, and</li> <li>• audio, visual and computer equipment, unless they are packed and loaded by professional removal contractors;</li> <li>• money, credit cards or valuables.</li> </ul> <p>The first €250 of each and every loss.</p>
<p><b>6. Contents temporarily removed from the home</b></p> <p>Loss or damage to <b>your Contents</b> which are temporarily removed from <b>your home</b>, but only if the items are within <b>Ireland</b> and the loss or damage is caused by: insured events 1 to 9, or 11 or 13; or theft or attempted theft (involving a forced and violent entry) from any: bank or safe deposit or while being transported by <b>you</b> to and from any bank or safe deposit; building, caravan, mobile <b>home</b> or boat used by <b>you</b> as temporary or holiday accommodation; or building where <b>you</b> are living or working (other than while <b>you</b> are a student in full-time education).</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• while the <b>Contents</b> are in a furniture store, salesroom, or exhibition;</li> <li>• caused by storm or flood while <b>your Contents</b> are outside <b>your home</b>;</li> <li>• while <b>your Contents</b> are worn, used or carried on <b>you</b>; or</li> <li>• by theft or attempted theft unless there has been forced and violent entry or exit out of <b>your home</b>.</li> </ul> <p>The first €250 of each and every loss.</p>

What is covered	What is not covered
<p>The most <b>we</b> will pay is 20% of the sum insured for <b>Contents</b>. But the most <b>we</b> will pay for loss or damage by theft or attempted theft to <b>your Contents</b> in any garage or outbuilding is €5,000.</p>	
<p><b>7. Contents outside but within the boundaries of your home</b></p> <p>Loss or damage caused by insured events 1 to 11, or 13 to <b>your Contents</b> and garden furniture or ornaments outside but within the boundaries of <b>your home</b>.</p> <p>The most <b>we</b> will pay for any one event is €1,000 (€7,500 for free-standing hot tubs, jacuzzis and spas).</p>	<p>Loss or damage to:</p> <ul style="list-style-type: none"> <li>• trees, plants, shrubs or garden produce;</li> <li>• <b>money, credit cards, valuables</b>, pictures, works of art and curios; or</li> <li>• property in or on any motor vehicle or trailer, boat, caravan or mobile <b>home</b>.</li> </ul> <p>The first €250 of each and every loss.</p>
<p><b>8. Wedding gifts</b></p> <p>During 14 days before and 14 days after <b>your</b> wedding day, <b>we</b> will increase the sum insured for <b>contents</b> by 10% to cover your wedding gifts.</p>	<p>The first €250 of each and every loss.</p>
<p><b>9. Christmas and birthday or wedding anniversaries</b></p> <p>During the month of December, and also for seven days before and seven days after <b>your</b> birthday or wedding anniversary, <b>we</b> will increase the sum insured for <b>contents</b> by 10% to cover Christmas, birthday or wedding anniversary gifts.</p>	<p>The first €250 of each and every loss.</p>
<p><b>10. Locks and keys</b></p> <p>If <b>your</b> keys are lost or stolen any outside door of <b>your home we</b> will pay up to €1000 for the cost of replacing keys and locks, or repair to Intruder Alarms installed in <b>your home</b>.</p>	



What is covered	What is not covered
<p><b>11. Fridge and freezer contents</b>  <b>We</b> will pay up to €500 for the cost of replacing food in <b>your</b> domestic fridge or deep freezer, if it is spoiled by: the electricity or gas supply accidentally failing; or the breakdown or loss of the refrigeration unit or failure of the thermostatic or automatic controlling device.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by <b>your</b> deliberate act or neglect;</li> <li>• caused by the deliberate act of the supply authority or its employees (including strike action); or</li> <li>• if <b>your</b> gas or electricity supply is cut off because <b>you</b> have not paid a bill.</li> </ul> <p>The first €75 of each and every loss.</p>
<p><b>12. Compensation for death</b>  If <b>you</b> die from an injury within six months of the injury happening, <b>we</b> will pay €10,000 for each person killed, as long as the injury occurs in the <b>home</b> as a result of: fire and smoke; earthquake, explosion or lightning; aircraft and other flying objects or anything dropped or falling from them; strikes and labour or political disturbances; being hit by any vehicle, train or animal; theft or attempted theft; storm or flood; or riot, civil commotion.</p>	<p>Any person under 16 years of age.</p>
<p><b>13. Domestic oil</b>  <b>We</b> will pay up to €1,500 for accidental leaks of oil from domestic tanks which are caused by an insured event insured under section two:  <b>Contents.</b></p>	<p>The first €250 of each and every loss.</p>
<p><b>14. Replacing documents</b></p> <p>We will pay up to €1,000 for the cost of replacing the deeds of <b>your home</b> and documents which are lost or damaged as a result of an insured event under section two: <b>Contents.</b></p>	<p>The first €250 of each and every loss.</p>
<p><b>15. New purchases</b>  <b>We</b> will extend the existing cover <b>You</b> have under section two: <b>Contents</b> by up to €3,000 to cover new purchases <b>you</b> make, as long as <b>You</b> tell <b>us</b> within 21 days of the purchase, and <b>you</b> pay the extra premium <b>we</b> ask for.</p>	<p>Loss or damage shown under the “What is not covered” parts of section two: <b>Contents.</b></p> <p>The first €250 of each and every loss.</p>

What is covered	What is not covered
<p><b>16. Trees, shrubs, plants and lawns</b></p> <p><b>We</b> will pay up to €1,000 for the loss of, or damage to, trees, shrubs, plants and lawns at <b>your home</b> if the loss is caused by the insured events 1,3,4,5,6,7,10 or 11 under section two: <b>Contents</b>.</p> <p>The most <b>we</b> will pay for any one tree, shrub or plant is €250.</p>	<p>The first €250 of each and every loss.</p>
<p><b>17. Moving as a direct result of violent crime</b></p> <p>If <b>you</b> decide to move as a direct result of murder, manslaughter, rape or serious physical assault committed against <b>you</b> in <b>your home</b> by a <b>non-family</b> member (who criminal charges have been brought against), <b>we</b> will pay up to €5,000 for conveyancing costs, estate agents' fees and removal expenses <b>you</b> have to pay.</p>	
<p><b>18. Student cover away from home</b></p> <p><b>We</b> will insure up to €5,000 worth of <b>your contents</b> which have been temporarily moved to a building where a member of <b>your family</b> is in full-time education in <b>Ireland</b>.</p> <p>The most <b>we</b> will pay for any one item is €500.</p>	<p>Loss or damage caused by theft or attempted theft unless there has been forced and violent entry into, or exit from, the building.</p> <p>The first €250 of each and every loss.</p>
<p><b>19. Money</b></p> <p><b>We</b> will pay up to <b>€1,000</b> for loss or damage to <b>your money</b> anywhere in the world.</p>	<p>Any losses which are not reported to the police within 24 hours of discovering the loss.</p> <p>Loss of value or shortages due to mistakes. Loss or damage to <b>money</b> held for business, profession or trade purposes. Loss of <b>Money</b> from the <b>Home</b> while any part of the <b>Home</b> is let or sub-let, unless entry to or exit from the <b>Home</b> is made using violence or force. Stealing of <b>Money</b> from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit is made using violence or force.</p> <p>The first €75 of each and every loss</p>

What is covered	What is not covered
<p><b>20. Credit cards</b></p> <p><b>We</b> will pay up to €2,000 which <b>you</b> become legally liable to pay under the terms of <b>your</b> personal credit card agreement if it is used by anyone without <b>your</b> permission anywhere in the world.</p>	<p>Any losses which are not reported to the police and card company within 24 hours of discovering the loss.  Any loss due to <b>you</b> breaking the conditions of using the credit card.  Any loss arising from unauthorised use by <b>You</b> or anyone living with <b>you</b> or <b>Your Domestic Employees</b>.</p> <p>The first €250 of each and every loss.</p>
<p><b>21. Fire Brigade Charges</b></p> <p>We will pay up to €3,000 for costs <b>You</b> have to pay under the Fire Services Act 1981 in relation to the fire brigade attendance at the <b>Home</b> which results in a claim under this policy.</p>	

# Accidental damage to contents

The schedule will show if this cover applies.

What is covered	What is not covered
<p><b>Accidental damage to your contents</b></p>	<p>Damage shown under the 'What is not covered' part of:            'Insured events 1-11'; and            'Extra benefits included with <b>Contents</b>'; in section two: <b>Contents</b>.</p> <p>Any damage caused by:            any process of cleaning, repairing, dyeing, renovating or maintaining <b>your Buildings</b>;            or Damage to:            domestic fuel tanks, hard tennis courts, swimming pools, hot tubs, jacuzzis, spas, terraces, patios, drives, paths, walls, fences, gates, roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).</p> <p>Loss or damage caused after the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b> for more than a period of 45 consecutive days.</p> <p>Damage caused by:            (i) faulty workmanship, defective design, or the use of defective materials or pyrite,            (ii) escape of water from drains or drainage systems,            (iii) wear and tear, frost, damp, corrosion, atmospheric or climatic conditions, fading caused by light or gradually operating cause, rot, rust, fungus, insects and vermin,            (iv) domestic pets,            (v) movement, settlement or shrinkage in any part of the <b>Buildings</b>,            (vi) movement of the land belonging to the <b>Buildings</b>,            (vii) demolition or structural alteration or repair,            (viii) any process of heating, drying, cleaning to the <b>Contents</b>.            (ix) any process of cleaning, repairing, dyeing, renovating or maintaining the item;            (x) using <b>your Contents</b> in a way which is different to the manufacturer's instructions; or            (xi) information being erased or damaged on computer equipment.</p>

## What is insured

## What not covered

*continued...*

Damage to:  
contact lenses, **money**, **Credit cards**, stamps, coins or other collections;  
any powered machine while it is being used as a tool and if damage arises directly out of its use;  
clothing (including furs), food and drink; and  
free-standing hot tubs, Jacuzzis and spas.

The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.

**Contents** lost in the **Home**.

Damage to clothing (including furs), hearing aids, contact lenses, **Money**, stamps, mobile phones or similar devices, coins or medals, food or drink.

Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles.

The first €250 of each and every loss.

# Settling claims

(a) **we** will indemnify **You** by payment or, at **our** option, by reinstatement, replacement or repair, for loss or damage by any of the Insured causes listed in 'Insured events 1-11' and 'Extra benefits included with **Contents**'; in section two: **Contents** subject to the conditions and exclusions set out in this policy, with a deduction for wear and tear made only in respect of clothing, footwear, floor coverings, household linen and pedal cycles.

(b) The maximum amount that **we** will pay in respect of any one loss for **Contents** is the limit of indemnity stated in the schedule.

(c) If at the time of any loss or damage the total cost of replacing all of the **Contents** as new, less an allowance for wear and tear for clothing, footwear, floor coverings, household linen and pedal cycles, is greater than the limit of indemnity for **Contents** shown in the schedule, **we** will pay only that proportion of the loss which the limit of indemnity bears to the replacement cost. (Average Clause – see below)

(d) The most **we** will pay is -

- €4,000 for any one article, set or collection unless these **Contents** are disclosed to Us in advance
- 35% in total of the total **Contents** sum insured for **valuables**, pictures, works of art and curios but not more than €4,000 for any one article, set or collection unless these **Contents** are disclosed to Us in advance
- €7,500 for any one plasma, liquid, liquid crystal display or digital light projection, front projection or CRT front projection television, free-standing hot tubs, free-standing Jacuzzi or free-standing spa
- €1000 for **money**
- €1,500 for stamp, coin or other collections
- €1,500 for guests clothing and personal belongings
- €7500 for business **equipment**

(e) **we** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched. In the case of floor coverings, **we** will only pay for the cost of replacing the damaged part or, if a match is not possible, the floor covering in the room where the damage happened.

(f) In the event of loss or damage to any one article or set or collection where the value exceeds €2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered.

(g) In the event of loss or damage to any one article, set or collection where the value exceeds €6,000 it will be necessary for a valuation (if not already provided) to be produced before any payment can be considered.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

## Sum insured

The most **we** will pay under section two: **Contents** is the sum insured for **Contents** shown on the schedule, plus any index-linking.

### Underinsurance (Average Clause)

If the sum insured at the time of the insured loss or damage is less than the Cost of Rebuilding or replacing as new all the **Buildings & Contents** covered then **You** shall be considered as being **Your** own insurer for the difference and **we** will pay only that proportion of the loss or damage which the sum insured bears to such cost.

If it is necessary to make a deduction for wear and tear then the Cost of Rebuilding or replacing as new less the allowance for wear and tear will be compared with **Your** actual sum insured. **You** will only be paid that proportion of the loss or damage which **Your** sum insured bears to this Cost of Rebuilding or replacing.

### Staged Claim Payments

Where **we** elect to settle **Your** claim on a cash basis, **we** may release a proportion of the estimated cost of repair/reinstatement prior to completion of the work. **You** must keep **Your** receipts for any repair/reinstatement work as **You** will need to validate these costs. The balance of the cost, known as a 'staged claim payments', will be paid to **You** on receipt of the relevant documentation that validates the costs incurred by **You** for the repair/reinstatement work (e.g. VAT invoices).

## Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **Contents**, as long as **you** take any reasonable measures **we** suggest to prevent further loss or damage. (We will not charge any extra premium for maintaining the sum insured for **Contents**.)

## Index linking

The sum insured will be index-linked. This means that the sum insured will be adjusted in line with changes in the National Statistics Retail Price or in line with any other index that **we** decide.

If **you** make a claim, the index-linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or replacement to be carried out immediately.

We will not make a charge for index-linking during the **Period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

## Proof of value and ownership

To help **you** make a claim, **we** recommend that **you** keep receipts, instruction booklets, guarantee cards, valuations and photographs.

# Contents liability

For the purpose of this section bodily injury will include death and disease.

What is covered	What is not covered
<p><b>Personal Liability</b></p> <p><b>Your</b> legal liability to pay compensation for: bodily injury to any person other than <b>you, your family</b> or a <b>Domestic Employee</b>; or loss or damage to property which <b>you</b> or <b>your Domestic Employees</b> do not own or have legal responsibility for.</p> <p>We will provide this cover for accidents which occur during the <b>Period of insurance</b> and within <b>Ireland</b> (or during a temporary visit of not more than 30 days elsewhere in the world).</p> <p>We will not pay more than €3,000,000 for any one event plus any costs and expenses <b>we</b> have agreed to in writing.</p> <p>If <b>you</b> die, <b>your</b> personal representatives will have the benefit of this section for <b>your</b> liability for an event covered by this section.</p> <p><b>Liability as occupier of your home</b></p> <p><b>Your</b> legal liability to pay compensation as occupier of <b>your home</b> and the land belonging to the <b>home</b> for any events which result in: bodily injury to any person other than <b>you, your family</b> or a <b>Domestic Employee</b>; or loss or damage to property which <b>you, your family</b> or <b>your Domestic Employees</b> do not own or have legal responsibility for.</p> <p>We will not pay more than €3,000,000 for any one event plus any costs and expenses <b>we</b> have agreed to in writing.</p> <p>If <b>you</b> die, <b>your</b> personal representatives will have the benefit of this section for <b>your</b> liability for an insured event covered by this section.</p> <p><b>Liability as tenant</b></p> <p><b>We</b> will pay up to €10,000 for amounts that <b>You</b> legally have to pay under a tenancy agreement following: loss or damage caused by events 1 to 13 and 15 of section one: Buildings. <b>accidental damage</b> and breakage as described in</p>	<p><b>You</b> are not covered for any liability arising: as owner of <b>your home</b>;</p> <p>from any agreement or contract unless <b>you</b> would have been legally liable anyway;</p> <p>from criminal acts;</p> <p>as a result of an assault, alleged assault or a deliberate, or malicious act;</p> <p>from owning or occupying any land or <b>Buildings</b> other than <b>your home</b>;</p> <p>where <b>you</b> are entitled to cover from another source;</p> <p>from any profession, trade or business;</p> <p>from paragliding or parascending;</p> <p>for any mechanically-propelled vehicle where any road traffic law says <b>you</b> must have insurance or security;</p> <p>from any infectious disease or condition;</p> <p>from <b>you</b> owning or using any:</p> <ul style="list-style-type: none"> <li>• power-operated lift;</li> <li>• electrically, mechanically-propelled vehicles (including children’s motor cycles and motor cars), horse-drawn vehicles (other than domestic garden equipment not licensed for road use);</li> <li>• aircraft, UAV’s/Drones, hang-glidors, hovercraft, land or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);</li> <li>• caravans or trailers;</li> <li>• animals except domestic pets other than dangerous dogs, as specified in regulations made under the Control of Dogs Acts and amending legislation unless such dogs are, at all times, muzzled, under effective control and capable of identification.</li> <li>• horses unless ownership, possession, use or control is in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 and amending legislation; or</li> <li>• firearms, other than properly licensed shotguns.</li> </ul> <p>Loss or damage while <b>your home</b> is <b>unfurnished</b> or <b>unoccupied</b>.</p> <p>Loss or damage shown under the ‘What is not covered’ part of section one: <b>Buildings</b>.</p> <p><b>You</b> are not covered for Liability:</p> <ul style="list-style-type: none"> <li>• for death, injury, illness or disease of any member of <b>Your</b> Household or any other person permanently residing with <b>You</b>,</li> <li>• for death, injury, illness or disease to a person under a contract of service or apprenticeship with <b>You</b> or a member of <b>Your Family</b> other than <b>domestic employees</b>.</li> </ul>



## What is insured

Extra benefit 1 under Section one: Buildings and under Extra benefits 1 and 5.

We will only provide this cover if the loss or damage happens during the **period of insurance**.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

### Accidents to domestic employees

**Your** legal liability to pay compensation for accidental bodily injury to a **Domestic Employee** under a contract of service.

We will pay up to €3,000,000, for any one event plus any costs and expenses **we** have agreed to in writing. If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

## What not covered

Loss or damage caused if the **Buildings** have been left **Unoccupied** or **Unfurnished** for more than a period of 45 consecutive days.

Malicious Damage, theft or attempted theft, caused by **You, Your Family** or any other person lawfully in **Your Home**. Damage shown under the 'What is not covered' part of:

- 'Insured events 1-11'; and
- 'Extra benefits included with **Contents**'; in section two: **Contents**.

Bodily injury to any employee arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says **you** must have insurance or security.

death of, bodily injury to, or illness or disease of any member of **Your family** or any other person residing with **You**.

## Section Three: Personal items

The schedule will show if this cover applies.

What is covered	What is not covered
<p><b>Accidental loss, damage or theft anywhere in the world.</b></p> <p><b>1. Specified items</b>  <b>We</b> will pay the cost of replacing or repairing any item specified on the schedule.</p> <p><b>We</b> will not pay more than the sum insured for that item as shown on the schedule.</p> <p><b>2. Unspecified valuables, clothing and personal belongings</b>  <b>We</b> will pay the cost of replacing or repairing <b>your valuables, clothing and personal belongings</b>.</p> <p>The most <b>we</b> will pay for any one item is €1,500 (unless <b>we</b> have shown differently on the schedule).</p> <p><b>3. Pedal cycles</b>  <b>We</b> will pay the cost of replacing or repairing <b>your</b> pedal cycles or accessories.  The most <b>we</b> will pay for any one pedal cycle is €2,500 (unless <b>we</b> have shown differently on the schedule).</p> <p><b>4. New purchases</b>  As long as sub-sections 1, 2 or 3 are in force, <b>we</b> will insure new purchases for up to €3,000 as long as <b>you</b> tell <b>us</b> within 21 days of the purchase and <b>you</b> pay the extra premium <b>we</b> ask for.</p>	<p>The following applies to 1, 2, and 3.  The first €75 of each and every loss.</p> <p>Loss or damage involving the following.</p> <ul style="list-style-type: none"> <li>• Chewing, tearing, scratching or fouling by pets.</li> <li>• Frost, the atmosphere, or fading caused by light.</li> <li>• Deterioration, cleaning, heating, drying, dyeing, restoration, renovation or while being worked upon.</li> <li>• Faulty workmanship, design or materials.</li> <li>• Items being confiscated or detained by customs or other officials.</li> <li>• Scratching, denting or chipping. – Theft of jewellery unless it was being carried by hand under <b>your</b> supervision.</li> <li>• Any amount over €3,000 if jewellery is stolen from an unattended hotel or motel room.</li> <li>• Any property used or held for business, profession or trade purposes.</li> <li>• Any property which <b>you</b> normally keep outside <b>your home</b>.</li> </ul> <p>Loss or damage to:</p> <ul style="list-style-type: none"> <li>• any powered machine while used as a tool if the loss or damage arises directly out of its use;</li> <li>• phones or pagers left in unattended vehicles;</li> <li>• while your <b>home</b> is <b>unfurnished, unoccupied, lent, let or sublet, or it is not self-contained</b>.</li> </ul> <p><b>We</b> will not cover the following, either as a specified item or an unspecified item; loss or damage arising from any gradually operating cause.</p> <p>Loss or damage caused by animals owned or in the care, custody or control of <b>You</b> or members of <b>Your</b> Household. Loss or damage to;</p> <ul style="list-style-type: none"> <li>• <b>Money</b> of any kind</li> <li>• <b>credit cards</b>.</li> <li>• camping equipment.</li> <li>• documents of any kind.</li> <li>• any item used for business, trade or professional purposes.</li> <li>• household goods.</li> <li>• pottery, porcelain, terracotta, glass or other fragile or brittle items other than by fire and theft</li> <li>• any bicycle while being used for racing or while used for hire or reward.</li> </ul>

## What is covered

## What is not covered

- tyres, accessories or fittings of any bicycle unless the bicycle is damaged at the same time.
- sports equipment while in use. - golf clubs or sets left unattended in or outside any golf club.
- guns where the damage is caused by bursting or rusting.
- musical instruments used or held for business or professional purposes.
- reeds, strings or skins of musical instruments.

Theft of any bicycle (or of its tyres, accessories or fittings) left both unlocked and unattended away from the **Home**. Theft or attempted theft of an item from any unattended vehicle:

- a) unless all windows, including sunroof, and doors are securely locked,
- b) unless, in the case of a convertible vehicle, the roof is securely locked,
- c) unless the property is completely concealed within a closed compartment or locked boot.

Unless the following are specified items on the schedule and subject to the above exclusions, **We** will not cover; loss of or damage to;

- all sports equipment including those used for water sports or for winter sports.
- hearing aids, contact lenses or dentures.
- any bicycle.
- guns.
- musical instrument.
- mobile phones including accessories.
- personal computers, laptops or other computer equipment including accessories.
- personal electronic entertainment devices such as Sony PlayStation, Microsoft X-Box, Sony PSP, Nintendo Wii, Nintendo DS or i-Pod devices or Blu-Ray, MP3 or DVD players or other similar devices including accessories.

## Settling claims

(a) **we** will indemnify **You** by payment or, at **Our** option, by reinstatement, replacement or repair, for loss or damage by any of the Insured causes listed in paragraphs 1 to 10 subject to the conditions and exclusions set out in this policy, with a deduction for wear and tear made only in respect of clothing, footwear, floor coverings, household linen and pedal cycles.

(b) **we** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.

The most **we** will pay under section three: Personal Items is the sum insured for items shown on the schedule.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

### Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for personal items, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (We will not charge any extra premium for maintaining the sum insured for personal items.)

This only applies to sports and camping equipment and unspecified valuables, clothing and **Personal belongings**.

### Proof of value and ownership

To help **you** make a claim, **we** recommend that **you** keep receipts, instruction booklets, guarantee cards, valuations and photographs.

In settling claims for loss or damage to any specified item, valued €2,500 or more, **you** must send us the original purchase receipt, or a written valuation, which is less than five years old, from a professional valuer. If **you** are not able to provide this evidence of value, this may affect how **we** deal with **your** claim.

# General Exclusions

**The following exclusions apply to the whole of your insurance.**

This insurance does not cover:

direct or indirect loss or damage to any property;  
any legal liability;  
costs and expenses; or  
death or injury to any person;  
caused by, contributed to, or arising from, the following.

## 1. War Exclusion

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

## 2. Sonic booms

We will not pay for any loss or damage caused by pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

## 3. Seizure or Confiscation

We will not pay for any loss or damage to any property caused during seizure of or confiscation or attempts at either of these by Customs or other authorities.

## 4. Pollution/Contamination

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- A sudden and unforeseen and identifiable incident;
- Leakage of oil from a domestic oil installation at **your home**.

## 5. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

(a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

(b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## 6. Electronic Data Exclusion Clause

We will not pay for:

- loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
  - any legal liability of whatsoever nature;
- directly or indirectly caused by or contributed to by or arising from:
- (a) Computer viruses, erasure or corruption of electronic data;
  - (b) The failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion “computer virus” means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

## 7. Biological and Chemical Contamination Clause

We will not pay for:

- Loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
  - Any legal liability of whatsoever nature;
  - Death or injury to any person;
- directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from:
- (a) Terrorism; and/or
  - (b) Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

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

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
  - Putting the public or any section of the public in fear;
- in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

## 8. 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.

## 9. Existing and Deliberate Damage

We will not pay for loss or damage:

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

## 10. Wear and Tear

**We** will not pay for damage caused by wear and tear or any other gradually operating cause.

## 11. Loss of Value

**We** will not pay for any reduction in value of the property insured following repair or replacement paid for under this contract of insurance.

## 12. Other Insurance

If **you** make a claim under this **policy** and **you** were covered for the same loss, damage, or liability by any other insurance, **we** will only pay **our** share of the claim.

13. Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moths, any cause that happens gradually, or mechanical or electrical breakdown.

14. Indirect loss of any kind.

15. Any loss suffered by You or Your Family due to any person obtaining property by deception.

16. Any loss or damage to the property resulting from theft, attempted theft or malicious acts by You or any member of Your Family.

17. Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any consequential (indirect) loss of any kind.

# General Conditions

The following conditions apply to the whole of **your** insurance.

## 1. Reasonable care

**You** must keep **your** property in a good condition and state of repair and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

## 2. Change In Circumstances

**You** must tell **us** immediately when **You** become aware of any changes in the information **You** have provided to **us** which happen before or during any **Period of insurance**.

When **we** are notified of a change **we** will tell **You** if this affects **Your** policy. For example **we** may cancel **Your** policy in accordance with the cancellation and cooling-off provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

## 3. Claims

When a claim or possible claim occurs, **you** must notify **us** as soon as possible but no later than 30 days.

For loss or damage claims, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **You** must also tell the police immediately if the loss is caused by riot, malicious acts, theft or any attempted theft or is being made as a result of loss of property outside of **your home**.

**You** must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage occurring.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

## 4. Our rights after a claim

**We** may enter any building where loss or damage has happened, take possession of the insured damaged property, and deal with any salvage in a reasonable manner.

However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this insurance, **we** may take over, conduct, defend or settle any claim in **your** name.

We can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

## 5. Disagreement over amount of claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against us. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.



## 6. More than one **home**

Each **home** covered by this insurance will be insured as though a separate document had been sent to each.

## 7. Fraud

If **You**, or anyone acting for **You**, makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device, **we** will not pay any part of **Your** claim or any other claim **You** have made or may make under this policy. In addition, **we** will have the right to:

(a) treat this policy as if it never existed, or at **our** option terminate this policy, without returning any premium that **You** have paid;

(b) recover from **You** any amounts that **we** have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and

(c) refuse any other benefit under this policy.

## 8. **Your** personal representatives

If **You** die, **we** will insure **Your** legal personal representatives for any liability **You** had previously incurred under the policy, provided they fulfil the terms of the policy.

## 9. Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. **You** and all members of **Your Family** permanently residing with **You** must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

## 10. Payment of premium

Where payment of premium is not made any cover provided by this policy will be inoperative from the date such premium was due. Where the **Insured** has agreed under a separate credit agreement to pay the premium by instalments, any default in payment on the due date will automatically terminate the policy cover immediately from the date of such default. Where the policy is cancelled mid-term and a claim has occurred and been paid by **us** during the period insurance in which the policy is to be cancelled, refund of premiums will be made at **our** discretion.

## 11. Policy excess

Where any single event results in a claim under more than one section of the policy, the highest Excess only will apply.

## 12. Service of Suit and Jurisdiction Clause

It is agreed that this Insurance shall be governed exclusively by the law and practice of the Republic of Ireland, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in the Republic of Ireland.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to its care of Wrightway Underwriting Ltd, Wrightway House, Ardavan Business Park, Ardavan, Co. Wexford Y35FP8A who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

## 13. Insurance Act

All monies which become payable by **us** under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of **Ireland**.

## 14. No Claim Discount

If **You** have not made a claim or no claim arises under this policy during a **Period of insurance We** will reduce the renewal premium in accordance with **Our** No Claim Discount scale up to maximum of 6 years.

If **You** make a claim under this policy during a **Period of insurance We** will decrease the No Claim Discount to zero years at the following renewal. If **You** make a claim in a **Period of insurance** which is not taken into account in the renewal terms issued to **You, We** may reduce **Your** No Claims Discount to zero at the following renewal.

If **You** make a claim under this policy **we** may also apply additional premium loadings, policy conditions and/or cover restrictions at the following renewal.

## 15. Protected No Claims Discount

If **You** pay an extra premium **You** can protect your no claims discount if:

- **You** do not claim more than €3,000 once during any three consecutive years of Insurance.

This benefit will stop if:

- **You** make more than one claim over €3,000 during the three consecutive years of Insurance; or
- **You** no longer qualify for this benefit.

Protecting **Your** No Claims Discount does not protect against a premium rise.

## 16. Revised Renewal – Late Notification of Claim

If any claim in the expiring **Period of insurance** has been disregarded in calculation of the No Claim Discount shown in the Renewal Invitation Schedule, **we** may at **our** option recall the original Renewal Invitation Schedule issued and replace it with a revised Renewal Invitation Schedule reflecting the correct No Claim Discount entitlement. The revised renewal premium due is payable on renewal of the policy.

# Policy Endorsements

Important: This appendix forms part of the insurance.

An endorsement only applies if the endorsement's number is shown in the relevant place in **your** schedule. Details of all endorsements are shown either in this appendix or on a separate sheet supplied with **your** schedule. The general terms, conditions and exceptions apply to all endorsements.

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

## 1. Hotel/Motel (Jewellery) Clause

This insurance does not cover loss of or damage to jewellery whilst on the premises of hotels or motels unless it is being worn by **You**, or is contained in a locked safe or vault.

## 2. Alarm Condition

It is a condition precedent to liability that:

- The intruder alarm, which **we** have details of must be used overnight and when no authorised person is in the **Buildings**.
- The alarm must be maintained in full working order under a contract with the installer or as otherwise approved by **Us**.
- Any fault brought to **Your** notice must be corrected immediately. Theft cover will not be affected by any fault in the intruder alarm which is due to circumstances beyond **Your** control.
- **You** must not alter the intruder alarm systems without telling **Us**.
- **You** must immediately tell the intruder alarm installer and **us** if the Police withdraw response to alarm calls.

## 3. Safe Warranty

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

## 4. Keys Clause

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

## 5. Climatic Condition Clause

The insurance does not cover:

- loss or damage caused by climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be recoverable under an ordinary fire insurance policy and
- if musical instruments are insured hereunder, breakage of strings, reeds or drum heads from any cause.

## 6. Musical Instruments Clause

This insurance provides cover against loss or damage to the musical instruments specified in the schedule, but does not cover:

- loss or damage caused by moth, vermin, wear, tear and gradual deterioration, scratching or denting.
- any loss caused by mechanical and/or electrical derangement unless such derangement arises solely from external causes.
- breakage of strings, reeds or drum heads.
- any loss or damage caused by cleaning or repairing or atmospheric conditions.
- Theft from any building or Premises is excluded unless force, resulting in damage to the building or Premises, was used to gain entry.
- Theft away from the **Home** whilst on/in any form of public transport or public place is excluded if the instrument is left unattended.
- Theft of the equipment from any unattended motor vehicle is excluded unless, the instrument is concealed in a locked boot and all the vehicles security systems have been activated.

## 7. Theft Limitation Clause

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

## 8. Non-Standard Construction Clause

It is agreed that the **Home** is not of standard construction.

## 9. Protections Condition (Minimum Security Clause)

This insurance does not cover theft from the private dwelling of the **Home** unless the under noted minimum protections are fitted:

- All external doors are fitted with a rim lock with deadlock bolt action or a 5 lever mortise deadlock or, if the door is UPVC or double glazed, a multi-point locking system with either a lever or built-in deadlocking cylinder.
- Patio or French Doors must be secured by a multi-point locking system with a lever or cylinder deadlock; or other key-operated vertical security bolts fitted internally at the top and bottom.
- All ground floor and other accessible opening windows are fitted with key operated security locks.
- All garages and out**Buildings** are fitted with locks and / or padlocks.

## 10. Subsidence, Heave Of The Site Beneath The Buildings, Or Landslip Exclusion Clause

Subsidence or heave of the site beneath the **Buildings** stand or landslip as shown in Event 3 of Section One **Buildings** and Section Two **Contents**

## 11. Flood Exclusion Clause

Section One **Buildings** and Section Two **Contents** of this insurance do not cover loss or damage caused by flood.

## 12. Contractors Exclusion Clause

The insurance excludes loss, damage or liability arising out of the activities of contractors.

### 13. Business Use Clause

In return for the payment of an extra premium Section Section One Buildings - Buildings Liability, Liability as the owner of Your home and Section Two Contents - Contents liability, Liability as occupier of Your home extends to include **Your** legal liability, as defined in that section, for using the **Home** for the business purposes which are detailed in the schedule. However, **We** will not cover any liability arising out of advice given or services rendered in respect of **Your** profession, occupation, business or employment.

### 14. Mortgagee's Interest Clause

It is understood and agreed that the interest of the mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor or occupier of any **Buildings** hereby insured whereby the danger of loss or damage is increased without the authority or knowledge of the mortgagee, provided the mortgagee, as soon as reasonably possible after becoming aware thereof, shall give notice to the insurers and pay an additional premium if required.

### 15. Protection Maintenance Clause

It is a condition precedent to **our** liability that all protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without **our** consent.

### 16. Automobile and Vehicle Clause

This insurance does not cover theft or disappearance from road vehicles of every description owned by **You** or under **Your** control or the control of **Your** staff or agents or representatives whilst such vehicles are unattended.

### 17. Unoccupancy Clause

It is warranted that, in addition to the terms and conditions stated within the policy wording, whilst the **Home** is **Unoccupied** the following will apply:

- Loss or damage caused by escape of water from water tanks apparatus and pipes is excluded.
- The **Home** must be inspected at least once every 7 days by a responsible adult.
- The **Contents** under Section Two (if included in **Your** schedule) are restricted to Household goods, furniture, furnishings and appliances.
- A further €300 Excess applies in addition to any other standard policy excesses.
- It is a condition precedent to **our** liability that all protections provided for the safety of the insured property be maintained in good order throughout the period of unoccupancy and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without **our** consent.
- Valuables and **Personal belongings** cover under Section Three Personal items (if included in **Your** schedule) excludes cover for theft from the **Home**.

### 19. Flat Roof Water Ingress Clause

We will not pay for any loss or damage arising as a result of water leaking through **Your** flat roof, unless the loss or damage is caused by an insured event.

## 21. Buildings Used Partly For Business, Profession Or Trade

The **Buildings** will include those areas which have been declared to **us** as being used in connection with **Your** business, profession or trade.

## 22. Settings Warranty

We will not provide any cover under Section Three - Personal items for loss or damage to stones or repairs to settings, unless the jewellery has been examined at least once every 2 years by a competent jeweller. **we** need written confirmation from the jeweller that all settings are in good order.

## 23. Work Being Carried Out On Property

We will not cover loss, damage or liability arising from property which is being worked upon.

## 29. Computer Systems Records Exclusion Clause

This insurance does not cover loss of or damage to computer systems records.

## 33. Tools Clause

Section Three Personal items of this insurance extends to provide cover on tools but does not cover:

- losses from motor vehicles unless said vehicle is stolen at the same time,
- theft from **Your** garage/Premises unless following forcible and violent entry, breakage whilst in use.
- any single article in Excess of €300.
- Any tools used for professional purposes or in connection with a trade or business.

## 37. Limitation To Cover Clause

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

## 38. Limitation To Cover Clause - Fire Only

Cover under this policy of insurance is limited to the peril of Fire only in respect of the Premises as stated in the schedule.

## 39. **Unoccupied** Property Up For Sale (Furnished Properties)

It is warranted that, in addition to the terms and exclusions stated within the policy wording, whilst the **Home** is **Unoccupied** the following will apply:

- The **Home** must be inspected at least once every 7 days by a responsible adult.
- Theft cover is restricted to forcible and violent entry.
- Loss or damage caused by escape of water from water tanks apparatus and pipes is excluded.
- A further Excess of €300 applies for all claims caused by storm, Flood, theft and malicious damage.
- The **Contents** under Section Two (if included in **Your** schedule) are restricted to Household goods, furniture and furnishings and appliances.
- Section Three Personal items (if included in **Your** schedule) excludes cover for theft from the **Home**.

- It is a condition precedent to liability that all protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without **our** consent.

#### 40. Unoccupied Property Up For Sale (Unfurnished Properties)

Cover under this policy of insurance is limited to the perils of Fire, Lightning, Explosion, Aircraft and Legal liability only, in respect of the Premises as stated in the schedule. Subject to **Your** compliance with the following:

- All protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without **our** consent.
- The **Home** must be inspected at least once every 7 days by a responsible adult.
- **You** will be responsible for a further €300 Excess of every claim. In the event of this policy being cancelled a return premium will be made to **You** for the unexpired **Period of insurance**, except where the policy is cancelled within six months of inception when **we** will retain a minimum of six months premium. If a claim is paid during this insured period then no return premium will be given.

#### 42. Holiday Homes Used For Family Use (Furnished)

It is warranted that, in addition to the terms and conditions stated within the policy wording, whilst the **Home** is being used as a Holiday **Home** for **Family** use, the following will apply:

- The **Home** must be inspected at least once a month by a responsible adult.
- The **Contents** are restricted to Household goods, furniture and furnishings and appliances.
- A further €300 Excess applies in addition to any other standard policy excesses.
- All protections provided for the safety of the insured property be maintained in good order throughout the period of unoccupancy and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without **our** consent.

#### 43. Flat Roof Clause

In respect of Section One **Buildings**, event 2 Storm or Flood – under what is not covered, the following is added:

- A further €300 Excess applies in addition to any other standard policy Excesses of every claim for loss or damage to flat roofed areas of the **Buildings**.
- flat roofs which have not been recovered within the last 12 years.
- loss or damage arising as a result of water leaking through **Your** flat roof, unless the loss or damage is caused by an insured event.

#### 49. High Value Jewellery / Watch Clause

This insurance does not cover theft or disappearance of **Your** specified jewellery and / or watch(es) unless:

- being worn or
- deposited in a bank or locked safe or hotel/motel safe or
- carried by hand or is under **Your** personal supervision.

## 56. Heating Warranty

It is warranted the water system are turned off and drained between 1st November and 31st March annually or that the central heating system is maintained at a minimum temperature of 65 degrees Fahrenheit.

## 84. Laptop Computer Clause

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

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

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

## 85. Chimney Clause

It is **Your** Duty to ensure that:

- All chimneys and/or flues to solid fuel stoves, boilers and open fires are kept in a good state of repair and they must be professionally cleaned within two weeks of the inception or renewal date of this insurance or not more 6 months since the last time they were professionally cleaned, whichever is the sooner. Thereafter **You** must have them cleaned at not more than 6 monthly intervals.
- **You** must keep in **Your** possession the original dated receipts for all cleaning operations (including any cleaning operation prior to the inception of this insurance) for a period of 18 months. **You** will have to produce them for **our** inspection if **we** ask for them.
- For the purposes of this insurance "professionally" shall refer to an individual or company who are competent and hold appropriate insurance to carry out this activity.
- If **You** fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage caused by fire.

## 86. Buildings Over 100 Years Old Clause

It is noted that the **home** is re-roofed, re-wired and re-plumbed post 1969.

## 100. Protected No Claims Discount

If **You** pay an extra premium **You** can protect your no claims discount if:

- **You** do not claim more than €3,000 once during any three consecutive years of Insurance.

This benefit will stop if:

- **You** make more than one claim over €3,000 during the three consecutive years of Insurance; or
- **You** no longer qualify for this benefit.



# Security

It is important that **you** take all reasonable measures to avoid loss or damage from **your home** by improving security. By making access to **your home** difficult, thieves will be put off.

For **you** to get **our home** protection and **home**-alarm protection premium reductions, **you** must fit the security devices and the intruder alarm to the quality shown below. (Intruder alarms and locking devices on doors and windows do not always reduce the premium, as these may be a condition of providing **you** with insurance.)

**We** may insist that **you** keep **valuables** in a safe.

## Doors

On all doors into **your buildings**, **you** should fit a 5-lever mortise deadlock to British Standard 3621.

If **you** have French windows or double sliding patio doors, **you** should, where possible, fit mortise security bolts or a key-operated lock to the top and bottom of each opening part of the door.

If **you** have aluminium-framed sliding or patio doors, **you** should, where possible, fit detachable key-operated runner locks.

Key-operated security bolts fitted to the top and bottom of all doors into the property will give **you** greater security.

## Windows

All opening sections of basement, ground floor or easily accessible windows without using ladders should be fitted with key operated locks.

If **you** need any help or advice on security for **your home**, contact a competent Locksmith or member of the Master Locksmith Association.

## Intruder alarm

If **you** plan to get a quote for an intruder alarm, **you** should check that the installer is a registered member of the National Approval Council for Security Systems (NACOSS), Integrity 2000, Alarm Inspectorate Security Council or Irish Security Industry Association.

If **you** need any help or advice with intruder alarms, contact the National Approval Council for Security Systems (NACOSS) or Irish Security Industry Association.

# Helpful hints

We recommend that **you** take simple precautions for **your** own safety to prevent accidents and reduce the likelihood of loss or damage. This could avoid distress and inconvenience as well as financial loss.

## Fire Prevention

### Do

Check **your** electrical equipment regularly, make certain that correct fuses are used and do not

overload the circuits. Follow maker's instructions, particularly for electric blankets. Hire a competent electrician if **you** are in doubt.

Always unplug non-essential appliances before **you** go to bed at night especially electric blankets.

Be careful with cigarette ends, ashtrays and hot irons.

Install a suitable fire extinguisher. One should be placed in the kitchen.

Make sure that all open fires are properly guarded – even if they appear to be out – especially at night.

Have **your** chimney swept, and flues regularly checked, at least once a year (if **you** use open fires).

### **Don't**

Don't smoke in bed.

Don't move or fill oil heaters when they are alight.

Don't let children play with matches or fire.

Fires often occur in kitchens. Don't leave a pan of fat unattended on the cooker.

## Water damage

Insulate exposed water pipes and tanks in the roof area.

Turn off the water supply and drain out the system if **you** leave the property empty in the winter months. Or leave the central heating on throughout the **home** to maintain a constant temperature of 15°C and consider leaving the loft access open so that warm air can move into the roof space. This will minimise the possibility of the pipes and tank freezing.

If, despite **your** precautions, **your** pipes freeze, thaw them out slowly using hot water bottles or hair dryers. Never use a blowlamp or warm-air paint stripper gun.

## Security

Make sure **you** have good-quality locks (approved to British Standard) fitted to all of **your** external doors and all accessible windows.

Use the door and window protections when **you** leave the **home** unattended – day or night – and remove the keys from the locks (including garage).

Do not leave keys under the mat or inside the letterbox or anywhere else they can be found easily.

Leave a light, on a timer, in a room other than the hall when **you** are out in the evening or overnight.

Do not leave large sums of **money** at **home**.

Do not leave valuable property in unattended vehicles.

Photograph **your** valuables and keep copies of valuations and receipts. These are extremely helpful in the event of theft or loss, not only to **us** but also to the police.

If **you** doubt the effectiveness of **your** existing door or window locks or bolts, please see the main security section.

## When **you** go away on holiday

Tell **your** local Neighbourhood Watch about **your** holiday.

Stop newspaper and milk deliveries; do not advertise **your** absence.

Place any valuables, which are not being carried or worn, in safe custody with a bank or other suitable deposit.

Make certain that all doors and windows are closed and locked. If **you** have an alarm, make sure this is switched on.

Leave **your** key with a trusted neighbour and ask them to look in and inspect **your home** occasionally.

## Part Two Underwritten by MAPFRE

Part Two (a) **Home** Emergency Assistance and Part Two b) including Heating System Servicing – Underwritten and administered by MAPFRE Asistencia Compania Internacional De Seguros Y Reaseguros, S.A. trading as MAPFRE ASSISTANCE Agency Ireland.

**This section provides you with cover if you experience an Emergency within your home and is available to you 24 Hours a day, 365 Days a Year.**

This is an important document - please read it carefully and keep it in a safe place, as it outlines the details of **your Home** Emergency Assistance cover. If **you** experience an emergency at **home** please telephone 091 560650 or if **you** are calling from outside of **Ireland** telephone +353 91 560650

MAPFRE ASSISTANCE Agency **Ireland's** contract with **you** is fulfilled when **you** continue the policy at the end of the cooling off period. See the 'Cooling off periods' wording in the 'Additional Clauses' section for more details on **your** cancellation rights.

### Definitions

Certain words within this policy have a particular meaning, which is shown below. Each time **we** use these words, they will have the same meaning wherever they are used in the policy:

**Authorised Contractor** – A tradesperson authorised in advance by **us** to carry out repairs.

**Breakdown** – A sudden and unforeseen mechanical or electrical malfunction which results in the unit or system no longer working.

**Call Out Charges** – The approved contractor labour charges and repair materials up to the limits of cover in the policy.

**Catastrophe** – A sudden and violent event that brings about great loss or destruction, i.e. natural disasters and/or severe weather conditions.

**Claim** – Any request for emergency assistance, which **you** make under this policy.

**Emergency** – An Emergency is defined as an unforeseen or sudden occurrence which results in damage to **your** domestic property demanding immediate action to: (a) render the property safe and/or (b) secure the building against further loss or damage.

**Emergency Repairs** – Work undertaken by an authorised contractor to resolve the emergency by completing a temporary repair or, where possible within the Limits of Cover, a permanent repair.

**Insurer** – The Underwriter and administrator of this policy; namely MAPFRE ASISTENCIA COMPANIA INTERNACIONAL DE SEGUROS Y REASEGUROS, S.A trading as MAPFRE ASSISTANCE Agency Ireland and is authorised by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda, Spain, and is regulated by the Central Bank of Ireland for conduct of business rules. MAPFRE ASSISTANCE Agency Ireland having its registered office at Ireland Assist House, 22-26 Prospect Hill, Galway, Ireland. (Registration Number 903874)

**Limits of Cover** – The maximum amount payable towards the cost of the assistance.

**Period of Insurance** – The period of cover specified in **your home** insurance schedule, which shall not exceed 365 days unless previously agreed.

**Property** – The place of residence named in the **Home** Insurance Schedule, comprising private dwelling, garage and/or out**Buildings** used for domestic purposes in the Republic of **Ireland**. This can include private residence, let residential property or holiday **home**.

**Temporary Repair** – A repair that will resolve an emergency but will need to be replaced by a permanent repair.

**We/Us/Our** – MAPFRE ASSISTANCE Agency Ireland, its representatives and authorised contractors.

**You/Your** – The person(s) who has benefit of this policy.

## Part Two a) Policy Cover

We undertake to provide an Authorised Contractor to undertake Emergency Repairs to secure the Property in an attempt to prevent further damage or loss occurring.

**In the event of a Catastrophe event taking place, service times may be affected due to surges in demand and ability to provide Emergency Repairs may be restricted due to inaccessible/dangerous conditions.**

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### Your Benefits – Part Two a) Emergency Assistance

We will provide assistance for emergencies relating to:

**Plumbing and Drainage** – the sudden or unexpected Breakdown of, or damage to, the plumbing and drainage system which will result in internal liquid damage to **your** Property. This includes leaking pipes, blocked drains, water tanks, blockages in toilet waste pipes or leaking radiators.

**Electrical Supply** – the sudden, unexpected Breakdown of the electricity supply (or one phase thereof) within **your** Property.

**Security and Glazing** – the sudden or unexpected failure of, or damage caused to external locks, doors or windows only which has rendered **your** Property insecure, including theft or loss of keys and/or broken external window glass.

**Roofing** – damage to the roof of **your** Property necessitating repair.

**Primary Heating System** – the complete failure or breakdown of either the heating and/or hot water supply provided by the primary heating system in the Property.

**All of the above services are subject to a limit of €500 plus VAT per claim**

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### Your Benefits – Part Two a) Additional Services

Where **we** have carried out an Emergency Repair, **we** will provide (if necessary):

**Alternative Accommodation** - If **your** Property is deemed uninhabitable, **we** will provide overnight accommodation for 4 people, at an establishment of **your** choice. **Subject to a maximum payable €50 per person up to a total amount payable of €200 any one incident.**

**Furniture Storage** - If **your** Property is deemed uninhabitable, and it is necessary to remove household furniture for security reasons, **we** will provide 7 days storage for **your** furniture and transport to and from the security storage location up to a distance of 50km from **your home**. Subject to a maximum payable of €200 any one incident.

**Urgent Message Relay** - When an emergency occurs within **your** Property, **we** will relay two urgent messages to a **family** member at **home** or abroad.

If **you** need, at any stage, **we** will provide the following services:

**Essential Information** If **you** need the telephone number of an essential service urgently, simply call the freefone number above and **we** will provide the telephone number for the Hospital, Garda Station, Fire Brigade, 24 Hour Pharmacy or Transport Company.

**Home Assistance Hotline** In the case of non-emergencies, **we** will provide a hotline for all of the services listed above. Simply call the freefone number and ask for the hotline service and **we** will provide **you** with a contact number for one of **our** Authorised Contractors with whom **you** can discuss the problem and obtain a no obligation competitive quotation for the work involved.  
involved.

# General Conditions

The following conditions, which apply to Part Two a) of the policy as a whole, describe Your responsibilities, general information and the procedures that apply in certain circumstances. Failure to adhere to these conditions could make the policy invalid or mean we may refuse to pay Your claim:

- **You** must disclose to **us** all facts or changes which might affect **our** decision in accepting or declining to cover **Your** risk, even if these facts or changes have occurred since the policy was incepted/renewed.
- **You** must take reasonable precautions to protect and maintain **your** property and the services within it, keeping it in a good state of repair.
- If at the time of any Claim, another policy covers the incident, **we** will only pay **our** rateable proportion regardless of what terms & conditions may apply to the other policy.
- It is a condition precedent to liability of the Insurer in respect of any Property which is **Unoccupied** for more than 30 consecutive days, that:
  - mains services are switched off and the water system is drained whenever the **Buildings** are vacated (unless electricity is needed to maintain any fire or intruder alarm system in operation)
  - the Property is inspected thoroughly internally and externally at least once every two weeks by the Insured and a record is maintained of such inspections
  - accumulations of combustible materials such as junk mail are removed during inspection
  - the Property is secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms in operation
- Whilst **we** will consider **your** wishes at all times, the service is provided at **our** discretion and it might be necessary to provide an alternative means of assistance in certain circumstances.
- If **we** choose to set aside an exclusion, term or condition of this policy in order to accept a Claim, this will not prevent **us** from relying on that exclusion, term or condition in the event of a future Claim.

# General Exclusions

These General Exclusions, which apply to Part Two a) of the policy as a whole, describe the things which are not covered.

**This Policy does not cover any Claims arising out of any of the following:**

- Issues outside the Property, namely sheds, unconnected garages and other outbuildings
- Primary Heating Systems which have not been maintained in line with manufacturers specifications
- Issues within the Property which existed prior to inception of this policy
- Costs or Actions necessary to remediate the Property over the Limit of Cover
- The cost of any work, which was carried out without **our** approval, including any cost relating to the attempted repair by **you** or **your** own contractor
- When the work necessary for repair needs to be carried out in Inaccessible/Dangerous Conditions, i.e. roofing during gale force winds, internal spaces of height without suitable guard rails etc
- Any parts not supplied or chosen by Us. **Our** Authorised Contractor may still carry out the work using these parts but no liability will rest with **us** as a result of a subsequent failure of these parts
- Normal day to day maintenance which should be carried out by **You** in **your** Property
- Replacement of items within the Property which is necessitated as a result of normal wear and tear
- Any loss arising from subsidence, heave of the site or landslip
- Any loss or Damage arising as a consequence of:
  - War, terrorism, hostilities, civil unrest, act of foreign enemies or similar causes
  - Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste
  - Fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes
- Loss as a result of disconnection or interruption of public utilities services to your Property which is not unique to your Property
- Any investigative work, such as trace and access, which is required to solve the overall problem once the emergency repair has been carried out
- Any incidents where the root cause of the problem emanates from a communal area that **You** do not have sole responsibility for

# Additional Terms

## 1. Territorial Limits

Cover under this policy is restricted to Properties located within the Republic of Ireland

## 2. Jurisdictional clause

At all times, this agreement shall be governed by Irish law

## 3. Making a Claim

Before requesting assistance and making a claim, please check that the circumstances are covered by this policy.

If **You** experience an emergency at your property please telephone the emergency helpline number 091 560 650 quoting the following:

- property address
- your **home** telephone number
- your policy number
- a description of the problem
- a telephone number where **You** can be contacted.

We will then aim to arrange a suitable Authorised Contractor to visit your Property, as agreed with **You** and the Authorised Contractor, to make an emergency repair.

WARNING: **You** should contact your supply company and/or the public emergency services immediately if **You** have a major emergency that puts someone in danger, which could result in personal injury or in serious damage to property, such as a gas leak or a fire.

## 4. Compensation Arrangements

In the event of a justified complaint about our service, MAPFRE ASSISTANCE Agency Ireland will pay reasonable compensation to the customer within the limits of the **Home** Emergency Assistance Policy.

## 5. Data Protection

**We need to obtain personal information from you to provide you with the policy of insurance.**

We use your personal information in the following ways:

- to provide you with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to our agents who provide services on your behalf under the terms of the policy;
- to confirm, maintain, update and improve our customer records;
- to analyse and develop our relationship with you;
- to help in processing any applications you may make;
- to identify and market products and services that may be of interest to you, (subject to your prior consent);
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by us and/or any sectorial organisation in Europe.

We may share your details with other companies within the MAPFRE group to support the administration of your policy.

We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

Information which you supply to us in connection with this policy will be held on our computer records and stored according to the GDPR. We will not keep your personal information for longer than necessary.

You are entitled on request to receive a copy of the personal information we hold about you. This will be information that you have given to us during your policy. We do not hold any information relating to your credit status. If you would like a copy of your information, please contact our Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

**Under the GDPR you also have the below rights in relation to your personal data;**

- Request correction/rectification of your personal data.
- Request erasure of your personal data, a right to be forgotten.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

If you wish to exercise any of these rights please contact us at the address above.

We keep records of any transactions you enter with us or our partner companies for six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with our legal and regulatory requirements. We may keep other personal information about you if it is necessary for us to do so to comply with the law.

**To assist with fraud prevention and detection we may:**

- share information about you across our group, with other insurers and, where we are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies;
- pass your details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers;
- check your details with fraud prevention agencies and, if you give us false or inaccurate information and we suspect fraud, we will record this with the fraud prevention agency and other organisations who may also use and search these records to:

- a) help make decisions about credit and credit related services for you and members of your household;
- b) help make decisions on motor, household, credit, life and other insurance proposals and claims for you and members of your household;
- c) trace debtors, recover debt, prevent fraud and to manage your insurance policies;
- d) check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- e) undertake credit searches and additional fraud searches.

Under the GDPR, the MAPFRE group can only discuss your personal information with you. If you would like anyone else to act on your behalf, please contact us. You can do this by contacting our Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway



## Part Two b) Heating System Servicing

### **Your Benefits – Part Two b) Heating System Servicing if shown as operative on your schedule**

**We** will provide **you** with an **annual boiler service** carried out by one of **our** Authorised Contractors. Boiler services are normally undertaken between March and September, Monday to Friday 9am to 5pm. **We** will contact **you** to arrange for an engineer to service the boiler at a time convenient to **you**.

This is a service contract and does not form part of the Insurance contract.

## Heating System Servicing Terms & Conditions

### 1. Annual Boiler Service

- a. The Annual Boiler Service includes one Boiler Service and one Boiler Safety Check (as outlined in Clauses 2.1 and 2.2 below)
- b. The Annual Boiler Service does not include any additional labour or any parts which are required to repair the Boiler.
- c. Should a part or additional labour be required to repair the Boiler **you** will be quoted for this separately.

### 2.1 Scope of Annual Boiler Service

A Service Technician will perform a full Boiler Service on the Boiler. This service will comprise of at least 20 separate diagnostic tests and checks (see below). As part of the Boiler Service the Service Technician will inspect the Boiler and clean and adjust it as required. All visual checks and tests will be carried out in accordance with IS 813 Edition 3 - 2014. The Service Technician will follow manufacturer's instructions, where available.

The following diagnostic tests and checks will be applied to the Boiler:

#### **Visual Inspection:**

- a. Check Boiler location
- b. Check Boiler for visual damage
- c. Check correct Boiler operation (including consumer controls and safety devices)

#### **Checks and tests:**

- a. Check flue soundness, routing and terminal location
- b. Check size of open vented flue
- c. Cold check effectiveness of flue
- d. Check condensate drainage system (condensing boilers only)
- e. Check appliance location and proximity of combustible materials
- f. Check main burner, remove and clean as necessary
- g. Check pilot burner and probes/cables and clean as necessary
- h. Check heat exchanger and clean
- i. Check operation of flame sensing control
- j. Check operation of Boiler thermostat and high limit thermostat



- k. Check operation of “low water pressure” control
- l. Check for correct ventilation
- m. Check flue guard is fitted when required
- n. Check for flue spillage where appropriate
- o. Check 3 amp fuse fitted
- p. Check Double Pole Isolation Switch fitted
- q. Inspect electrical wiring for damage and correct connection to appliance
- r. Check effectiveness of flue with Boiler running
- s. Check for gas leaks with Boiler running
- t. Test appliance burner pressure
- u. Test effectiveness of functionality of flue with Boiler running
- v. Test and record main burner pressure
- w. Combustion Efficiency Test

## 2.2 Boiler Safety Check.

During a Boiler Service Visit, a Service Technician will check the integrity of the Boiler in accordance with Annex C of IS 813 Edition 3 - 2014

## 3. Payment

- a. The price for the Annual Boiler Service is included in **your** Wrightway Prime premium for the current policy period.
- b. The price of the Annual Boiler Service is inclusive of VAT at the applicable rate but excludes the cost of any replacement parts for the Boiler.
- c. The price quoted for the Annual Boiler Service is for the service of a central heating boiler. The Annual Boiler Service is for System Boilers and Standard Boilers with a separate pump and includes combination or condensing / high efficiency type boilers.

## 4. Additional Charges

- a. An Annual Boiler Service excludes any works to **your** central heating system unless agreed with MAPFRE ASSISTANCE Agency **Ireland** or **our** Service Technician. The price for any works to **your** central heating system will be agreed with **you** by **our** Service Technician prior to commencement.
- b. Once the 45 minute duration of the Annual Boiler Service has elapsed, any additional time spent by the Service Technician repairing the Boiler will be charged in 15 minute units.
- c. If a service of the Boiler takes longer than the 45 minutes included in the price of an Annual Boiler Service, additional charges will apply. All additional charges will be agreed with **you** by **our** Service Technician before any additional costs are incurred by **you**.
- d. An Annual Boiler Service is only available for the service and safety check of a central heating boiler that does not exceed 32kW (110000 BTU approx) output. If the Boiler is not a Standard Boiler or System Boiler, additional charges may apply to the Boiler Service and these will be agreed with **you** prior to commencement.
- e. The Annual Boiler Service does not include the cost of replacement parts for the Boiler.
- f. In the event that the technician is unable to carry out the service due to the age or condition of the appliance, **your** service will be deemed to have been carried out.

## 5. Cancellation

a. If **you** have ordered an Annual Boiler Service over the phone, **you** can cancel the Annual Boiler Service without incurring any charges, up to 24 hours before the service is due to be carried out.

If **you** cancel less than 24 hours before the Annual Boiler Service is due to be carried out, **we** will charge **you** a cancellation fee equal to €30.

**You** will be deemed to have cancelled with less than 24 hours notice if, without at least 24 hours prior notice to us, the Service Technician cannot access **your home** to carry out the Annual Boiler Service at and on the agreed time and day or if the Service Technician cannot gain sufficient access to the appliance within **your home** to complete the work.

b. If **you** terminate the Annual Boiler Service, MAPFRE ASSISTANCE Agency Ireland will have no further obligations with respect to the Boiler.

## 6. Termination

a. MAPFRE ASSISTANCE Agency Ireland shall be entitled to terminate **your** Annual Boiler Service at any time without giving a reason.

b. Upon termination by MAPFRE ASSISTANCE Agency Ireland, **we** will have no further obligations with in relation to the Boiler.

## 7. Provision of Spare Parts

a. The Service Technician may, while carrying out the Annual Boiler Service, identify parts or component failure or potential failure of same in the Boiler. The Service Technician will advise **you** of the cost of replacement of any such parts and if necessary, but subject to **your** authorisation, will supply and fit replacement parts and/or components as is required. Title to any replacement parts and/or components will only pass to **you** when **you** have paid MAPFRE ASSISTANCE Agency Ireland for them.

b. Replacement parts and/or components may not be the same as the parts and/or components being replaced and may not be manufactured by the original manufacturer.

c. MAPFRE ASSISTANCE Agency Ireland will not be responsible for any delay in the provision or unavailability, of spare parts by suppliers or manufacturers.

d. Any parts or components which are removed from the Boiler by the Service Technician will, unless **you** request otherwise, be taken away for disposal by the Service Technician.

e. A warranty of one year will apply to any parts installed by MAPFRE ASSISTANCE Agency Ireland from date of installation.

f. If the Service Technician needs to leave the premises to source replacement components and/or parts, payment for the Service and any additional labour charges (if applicable) will be required before the Service Technician returns to replace components and/or parts. A MAPFRE ASSISTANCE Agency **Ireland** customer service representative will advise **you** of any additional costs for the replacement components and/or parts and fitting and payment in full will be required before scheduling a visit to replace components and/or parts.

g. In certain circumstances depending on the cost or availability of a replacement component or part, MAPFRE ASSISTANCE Agency **Ireland** will require payment in full in advance for the replacement component or part upon ordering.

## 8. Warranties

- a. All work undertaken by the Service Technician while servicing the Boiler carries a sixty (60) day warranty from the date the work is carried out by the Service Technician.
- b. Subject to the other provisions of this Clause, if **you** have any problems with the Boiler within the warranty period of sixty days referred to at Clause 8.a, there will be no call out charge applied if the Service Technician has to call back. If, when the Service Technician calls back, he/she identifies a problem with the Boiler that is not related to the Annual Boiler Repair Service, the Service Technician will advise **you** of the cost of the labour and any replacement parts necessary to rectify the matter. Subject to **your** approval, the Service Technician will then try to fix the problem and **you** will be charged for the time it takes for the Service Technician to fix the problem and for the cost of any replacement components and/or parts. Time will be agreed and charged in advance of the installation.

**You** warrant that:

- (a) **You** are the owner of the Premises or otherwise have legal authority to enter into this Agreement; and
- (b) **You** have obtained and maintained all necessary licences, permissions, including planning permissions, and consents which may be required before the date on which the Annual Boiler Service is to be carried out.

## 9. Condition of Boiler

- a. The Boiler may not have been manufactured or installed satisfactorily or to the prevailing standards or regulations at the time of manufacture or installation. **we** do not accept any responsibility for any inadequacy attributable to the original design, manufacture or installation of any boiler and make no warranty as to fitness for purpose or condition.

## 10. Sub-Contractors

- a. **We** reserve the right to use sub-contractors to carry out all or any part of the Annual Boiler Service.

## 11. Limitation of Liability

- a. **We** shall not be liable if **We**, and/or the Service Technician, are unable to carry out **our** obligations due to industrial disputes or any other cause outside **our** reasonable control, including but not limited to Acts of God, explosion, flood or other natural disaster, lightning, tempest, fire or accident; war or threat of war, sabotage, insurrection, riot, invasion, terrorist attack or threat of terrorist attack, civil disturbance or disorder, industrial disputes, strikes and lockouts; acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental authority; import or export regulations or embargoes; defaults of suppliers or sub-contractors; or any act or omission of any nature whatsoever on the part of the customer or its agents.
- b. **we** have no obligation, duty or liability to **you** in contract, tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care, except that nothing herein purports to disallow liability for fraud or liability in the event of the death or personal injury of the customer attributed to MAPFRE ASSISTANCE Agency **Ireland** and nothing herein purports to contract out of the implied undertakings as to quality of service in section 39 of the Sale of Goods and Supply of Services Act 1980.
- c. **our** sole liability, and **your** sole remedy, in contract, tort, or otherwise (excluding any liability for fraud or death or personal injury) shall be limited to €1,000.
- d. Subject to clause 11.c, **we** will not be liable to **you** under this Agreement in contract, tort or otherwise for any indirect damages or economic loss, including but not limited to loss of revenue, business, contracts, predicted savings or profits.
- e. Except as set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the this Agreement.
- f. This clause 11 shall survive termination of this Agreement.

## 12. Data Protection

We need to obtain personal information from you to provide you with the policy of insurance.

We use your personal information in the following ways:

- to provide you with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to our agents who provide services on your behalf under the terms of the policy;
- to confirm, maintain, update and improve our customer records;
- to analyse and develop our relationship with you;
- to help in processing any applications you may make;
- to identify and market products and services that may be of interest to you, (subject to your prior consent);
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by us and/or any sectorial organisation in Europe.

We may share your details with other companies within the MAPFRE group to support the administration of your policy.

We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

Information which you supply to us in connection with this policy will be held on our computer records and stored according to the GDPR. We will not keep your personal information for longer than necessary.

You are entitled on request to receive a copy of the personal information we hold about you. This will be information that you have given to us during your policy. We do not hold any information relating to your credit status. If you would like a copy of your information, please contact our Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

Under the GDPR you also have the below rights in relation to your personal data;

- Request correction/rectification of your personal data.
- Request erasure of your personal data, a right to be forgotten.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

If you wish to exercise any of these rights please contact us at the address above.

We keep records of any transactions you enter with us or our partner companies for six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with our legal and regulatory requirements. We may keep other personal information about you if it is necessary for us to do so to comply with the law.

To assist with fraud prevention and detection we may:

- share information about you across our group, with other insurers and, where we are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies;
- pass your details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers;
- check your details with fraud prevention agencies and, if you give us false or inaccurate information and we suspect fraud, we will record this with the fraud prevention agency and other organisations who may also use and search these records to:

a) help make decisions about credit and credit related services for you and members of your household;

b) help make decisions on motor, household, credit, life and other insurance proposals and claims for you and members

of your household;

c) trace debtors, recover debt, prevent fraud and to manage your insurance policies;

d) check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;

e) undertake credit searches and additional fraud searches.

Under the GDPR, the MAPFRE group can only discuss your personal information with you. If you would like anyone else to act on your behalf, please contact us. You can do this by contacting our Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

### 13. Complaints Procedure

a. If **you** are unhappy with any service or contact **you** have with us, **you** can register **your** complaint with **us** in any of the following ways:

By calling **our** customer contact team at 091 560650;

By email to [customer.service@MAPFRE.com](mailto:customer.service@MAPFRE.com)

By letter to MAPFRE ASSISTANCE Agency Ireland, Ireland Assist House,  
22-26 Prospect Hill,  
Galway

## 14. General

- a. Notices: Any notice or account sent by ordinary post pursuant to the Annual Boiler Service shall be deemed to have been received on the day that is the second postal day after the day of such posting. Any notice sent by the customer by electronic mail shall be deemed to have been received upon confirmation of receipt from MAPFRE by electronic mail or by post.
- b. Any notice required or permitted to be given by the customer shall be in writing addressed to Ireland Assist House, 22-26 Prospect Hill, Galway or such other address or electronic mail address as may be provided to the customer by MAPFRE ASSISTANCE Agency Ireland from time to time.
- c. Amendments: **we** reserve the right to change the Terms and Conditions of this Agreement by giving written notice to **you** as soon as is reasonably practicable prior to the changes being introduced.
- d. No waiver: No forbearance, indulgence or relaxation on the part of MAPFRE ASSISTANCE Agency **Ireland** shown or granted to the customer shall in any way affect, diminish, restrict or prejudice the rights or powers of MAPFRE ASSISTANCE Agency Ireland or operate as or be deemed to be a waiver of any breach of these Terms and Conditions.
- e. Severance: If any provision of the Annual Boiler Service is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.
- f. Governing Law: This Agreement shall be governed by and construed in accordance with Irish law. The parties submit to the exclusive jurisdiction of the courts of Ireland.
- g. Entire Agreement: The parties acknowledge that this Agreement constitutes the complete agreement between the parties and supersedes all prior statements, understandings, agreements, representations or communications whether written or oral between the parties relating to the subject matter hereof, but no term purports to exclude liability for fraud.

## 15. Definitions

- 'Agreement' means this Annual Boiler Service Agreement;
- 'Boiler' means the boiler on which the Boiler Annual Boiler Service and Boiler Safety Check are to be carried out;
- 'Boiler Service' means a service of a boiler as described in clause 2.1;
- 'Boiler Safety Check' means a safety check of a boiler as described in clause 2.2;
- 'Annual Boiler Service' means a call-out by a Service Technician to perform a Boiler Service and a Boiler Safety Check;
- 'MAPFRE ASSISTANCE Agency **Ireland**', 'us' or '**We**' means MAPFRE ASSISTANCE Agency **Ireland**, the Insurer and service provider of this agreement, with address at **Ireland** Assist House, 22-26 Prospect Hill, Galway
- 'Customer' or '**you**' means the customer(s) who makes this Agreement with us;
- 'IS 813 Edition 3 - 2014' means Irish Standard 813 Edition 3 - 2014 for Domestic Gas Installations as laid down by the National Standards Authority of **Ireland** (as amended), and any reference in these Terms and Conditions to a specific provision of IS 813 Edition 3 - 2014 shall be a reference to such provision as amended or replaced from time to time;
- 'Parties' means **us** and **you**;
- 'Premises' means the premises where the Boiler Service is to be carried out;
- 'Service Technician' means a qualified and experienced engineer engaged by MAPFRE ASSISTANCE Agency **Ireland** to carry **our** boiler servicing and repair works;
- 'Standard Boiler' means an appliance that contains a domestic central heating boiler only;
- 'System Boiler' means an appliance that contains a domestic central heating boiler and plumbing components including a circulating pump, expansion vessel and safety valve plus internal piping connecting these devices together.
- 'Terms and Conditions' means these terms and conditions; and
- 'VAT' means value added tax at the applicable rate from time to time Initial callout fee will not be waived in the event that a full repair is not carried out

## Part Two c) – Family Multi Travel

Underwritten and administered by by MAPFRE Asistencia Compania Internacional De Seguros Y reaseguros, S.A. trading as MAPFRE ASSISTANCE Agency Ireland.

SECTION	Benefit	Limit	Policy Excess
<b>1</b>	<b>Cancellation &amp; Curtailment</b>	€6,000	€65
<b>2</b>	<b>Medical</b> Dental Treatment Burial Abroad Hospital Benefit	€10million €450 €2,000 €25 for every 24 hours up to €200	€65  €0
<b>3</b>	<b>Personal Luggage</b> Valuables (in total) Single / Set of Articles Delayed Luggage	€3,000 €400 €250 €375 (€75 per 24 hours)	€65  €0
<b>3</b>	<b>Personal Money and Documents</b> Cash Cash Under 18 Travel Documents Replacement Passport Emergency Passport Travel	€750 €300 €100 €350 €250 €250	€65  N/A N/A N/A N/A
<b>4</b>	<b>Delayed Departure</b>	€30 for the first 12 hour period / €30 for each subsequent 12 hour period, up to €400	€0
<b>4</b>	<b>Abandonment</b>	€6,000	€65
<b>4</b>	<b>Missed Departure</b>	€600	€65
<b>5</b>	<b>Personal Accident</b> Permanent total disablement Death Loss of Limbs / Sight Under 18 / Over 66	€40,000 €10,000 €40,000 € 5,000 (all benefits)	€0
<b>6</b>	<b>Personal Liability</b>	€2million	€200
<b>7</b>	<b>Third Party Supplier Insolvency</b>	€2,000	€65
<b>8</b>	<b>SAFI (Scheduled Airline Failure)</b>	€2,000	€65
<b>9</b>	<b>Legal Expenses</b>	€20,000	€200
<b>10</b>	<b>Hijack</b>	€2,000 (€200 per day)	N/A
<b>11</b>	<b>Catastrophe Cover</b>	€1,000	€65
<b>12</b>	<b>Credit or Cash Card Fraud</b>	€500	€65

SECTION	Benefit	Limit	Policy Excess
<b>13</b>	<b>Winter Sports</b>		
	Inability to Ski	€500 (€50 per day)	€0
	Ski Hire	€500 (€50 per day)	€0
	Equipment Owned	€500	€65
	Equipment Hired	€500	€65
	Single Article Limit	€500	€65
	Piste Closure	€750 (€75 per day)	€0
Avalanche / Landslide	€750 (€75 per day)	€0	
<p><b>Important Note</b> Sections 14 to 18 are optional</p> <p>To purchase please call MAPFRE: 091 560655</p> <p>Any purchase of these extras must be made with 30 days of policy inception</p>			
<b>14</b>	<b>Flight Cancellation</b>	€1,000	€65
<b>15</b>	<b>Cruise Connection</b>	€1,000	€65
<b>16</b>	<b>Wedding Cover</b>	€1,500	€65
<b>17</b>	<b>Golf Cover</b>		
	Golf Equipment	€1,500	€65
	Single / Set of Article limit	€200	
	Golf Equipment Hire	€400 (€75 per day)	N/A
Green Fees	€400 (€75 per day)	N/A	
<b>18</b>	<b>Business Cover</b>		
	Business Equipment	€1,500	€65
	Business Trip	€1,500	€65



## Introduction:

Thank **You** for insuring with us. Here is **Your** new Travel Insurance Policy document, which is Underwritten and administered by MAPFRE ASSISTANCE Agency Ireland. The Schedule of Cover for this Policy contains full details of the protection provided by this Policy. Please ensure that **You** carry this document with **You** on **Your** Trip.

This Section (which includes and should be read as one document with the Schedule of Cover, Endorsements and Proposal Form) is evidence of the contract of insurance between **You** and MAPFRE ASSISTANCE Agency Ireland.

Details of cover are laid out in this Policy, and **We** recommend that **You** read it to satisfy Yourself that this insurance meets **Your** requirements. However, **We** would ask **You** to especially note the following:

We agree to pay for damages, liabilities, losses or costs as set out in this Policy occurring during the Period Of Insurance within the Geographical Limits.

Words and expressions, to which specified meanings have been given in any part of the contract of insurance, have such specific meanings wherever they may appear.

### The law applicable to the contract

**You** and **We** can choose the law which applies to this Policy. **We** propose that the law of the Republic of Ireland applies. Unless **We** and **You** agree otherwise before the insurance starts the law of the Republic of Ireland will apply to this Policy.

All communication in respect of this insurance will be in English.

This Policy is a legal document and should be kept in a safe place.

### Levels of Cover

The cover applying to **You** and for which **You** have paid is detailed on **Your** Schedule of Cover. Please read this Policy wording carefully in conjunction with **Your** Schedule of Cover and ensure that the insurance cover **You** have purchased reflects **Your** requirements.

### Insurance Act 1936 (or future amendments thereto)

All monies which become or may become payable by Us under **Your** Policy will in accordance with Section 93 of the Insurance Act 1936, be payable and paid in the Republic of Ireland.

### Stamp Duties Consolidation Act 1999

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

### Residency

This Policy is only available to **You** if **You** are permanently resident in Ireland and have been for the past 6 months prior to the date of issue.

Signed on behalf of the Company



C. Senior  
By Authority of the Board

# Special Notes

## Policy Underwriters

MAPFRE ASSISTANCE Agency Ireland (which is a registered trading name in Ireland of MAPFRE ASISTENCIA Compania de Seguros y Reaseguros S.A.) will provide the services and benefits described in this Policy:

- during the Period of Insurance;
- within the Geographical Limits;
- subject to the Limits of Cover, and all other terms, conditions, and exclusions contained in this Policy AND
- Subject to payment of the appropriate premium.

Benefits under this Policy are underwritten under Master Policy Number WUL/MAP/2017/001 by MAPFRE ASISTENCIA Compania de Seguros y Reaseguros S.A.

MAPFRE ASISTENCIA Compania de Seguros y Reaseguros S.A., trading as MAPFRE ASSISTANCE Agency Ireland is authorised by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

In the event of an emergency abroad **You** should contact the MAPFRE ASSISTANCE Agency Ireland 24-hour helpline number **+353 91 560655**. Give **Your** name, Policy Number and as much information as possible, together with a telephone or fax number where **You** can be contacted day or night.

## Dangerous Activities:

**You** may not be covered when **You** take part in certain sports, or activities where there is a high risk **You** will be injured. Please see section 19 of this booklet for information about Hazardous Activities that are covered at no extra premium under this Policy.

## Independent travel on annual multi-trip policies

Everyone on an annual multi-trip policy is entitled to travel independently, but children under 18 who travel alone must be dropped off and picked up by a responsible adult aged over 21.

## Private Health Insurance

If **You** have Private Health Insurance cover **You** are agreeing to the following:

1. It covers each Insured Persons under this insurance for a degree of medical expenses cover while abroad.
2. **You** are familiar with and fully comply with the rules of your Private Health Insurance policy.
3. **Your** Private Health Insurance policy will remain in force for the duration of **Your** Trip.
4. **Your** private health insurer must pay the first amount as stated in Your Private Health Insurance policy and **we** will commence cover under this Policy once that limit has been reached.

Please note: **Your** Private Health Insurance may provide a degree of medical expenses cover abroad. The amount of this cover will typically depend on **Your** insurer and the plan **You** have chosen. The terms and conditions of Our insurance differ from your Private Health Insurance and **You** will need to read both carefully and ensure **You** understand the differences and that Our product meets with **Your** requirements.

## Reciprocal Health Agreement:

If **You** intend travelling to a European Union country **You** should obtain and bring with **You** a European Health Insurance Card (EHIC) which will entitle **You** to certain free health arrangements in European Union countries. When travelling to Australia or New Zealand **You** must register under the National Medicare scheme of those countries in the event that **You** have to go to hospital.

If **You** are currently a VHI, Irish Life and Laya Healthcare member **You** must notify the relevant private medical insurance assistance company at the time of claiming as per contact details below.

VHI Assistance: Tel +353 1 448 2444

VHI Assistance USA & Canada: Tel 1800 364 9022

Laya Healthcare Assistance: Tel +353 21 422 2204

Irish Life Health Insurance: Tel +353 1 481 7840

## Strict Medical Health Requirements:

This insurance operates on the following basis:

To be covered under this Policy, **You** must be healthy, fit to travel and fit to undertake **Your** planned Trip.

The insurance will NOT cover **You** when **You** are travelling against medical advice of a qualified medical practitioner or with the intention of obtaining medical treatment abroad.

No claim arising directly or indirectly from any Pre-Existing Medical Condition affecting **You** will be covered unless that condition has been declared to and accepted by Us in writing. Please note the definition of Insured Person(s) under Definitions.

Medical Declarations are valid only during the Period of Insurance in which they are made. On renewal of the Schedule of Cover/Policy, Pre-Existing Medical Conditions must be re-declared to Us. Any Pre-Existing Medical Condition not declared to us during the current Period of Insurance will not be covered under **Your** Schedule of Cover/Policy.

No claim shall be paid where at the time of taking out this insurance, (and in the case of Annual Multi-trip at the time of booking each Trip), the person whose condition gives rise to a claim:

- is receiving, or is on a waiting list for treatment in a hospital or nursing **home**; or
- has received a terminal prognosis; or
- is travelling against the medical advice of a qualified practitioner or for the purpose of obtaining treatment abroad; or
- Any medical condition in respect of which **You** or **Your** Close Relative or Travelling Companion have not received a diagnosis.
- Any circumstances **You** are aware of that could reasonably be expected to give rise to a claim on this Policy

In the event that **You** have a medical condition which would need to be declared to insurers please contact the MAPFRE ASSISTANCE Agency Ireland helpline on 091 560655.

## What to do in the Event of an Emergency

We will help **You** immediately if **You** are ill or injured outside the **Home You** live in. **You** should first check that the circumstances are covered by referring to the relevant section of **Your** Schedule of Cover.

We provide a 24-hour emergency service 365 days a year, and **You** can contact Us on **+353 91 560655**

In the case of a serious medical emergency, involving anyone covered by this Policy, please notify Us as quickly as possible.

To comply with the terms and conditions of this insurance **You** must obtain the prior consent of MAPFRE ASSISTANCE Agency Ireland before incurring any expenses over €500, curtailing or extending **Your** trip due to **Your** bodily injury or illness. In the case of an emergency where **You** are physically prevented from contacting Us immediately, **You** or someone designated by **You** must contact us within 48 hours, otherwise **We** may not pay **Your** claim.

## Repatriation of patients

If, in the opinion of Our senior medical officer, it would be preferable to repatriate a patient to Ireland, **We** will organise the repatriation. If **You** do not comply with this decision **We** reserve the right to withdraw cover with immediate effect.

The decision on the method of repatriation will be at the discretion of Our Senior medical officer subject to consultation with the doctor in attendance.

Remember that in the case of patients requiring repatriation, the attending doctor must provide a certificate confirming that the patient is fit to travel, since without this the airline company operators reserve the right to refuse to carry any sick or injured person.

## Confirmation of payment

Hospitals or doctors abroad will be contacted and their appropriate fees guaranteed, thus eliminating the necessity for **You** to make payments out of **Your** holiday funds.

Expenses incurred in providing the above facilities will be met up to the limits specified in this Policy. The operation and availability of the service will be governed by the same general terms, conditions and exclusions that appear in this Policy.

Claims relating to minor illnesses or accidents should be paid by **You** and reclaimed from Us within 30 days of returning from **Your** Trip.

## Definitions

Wherever the following words and phrases appear in **Your** Policy or Schedule of Cover, they will always have these same meanings. For **Your** convenience, these words and their meanings are shown in alphabetical order below:

**Bodily Injury:** Injury resulting directly from an accident caused by external violent and visible means.

**Business Equipment:** means items used by **You** in support of **Your** business activity including office equipment which is portable by design including, but not restricted to, personal computers, telephones and calculators forming part of **Your** Personal Luggage.

**Business Trip:** means a Trip taken wholly or in part for business purposes but excluding manual work.

**Cash:** Coins and notes that are legal tender in any country.

**Child/Children:** any son, daughter, stepson, stepdaughter, foster child, or child for whom the Insured is the legal guardian, with said child being under the age of 18 years old.

**Close Business Associate:** Any person who works at **Your** place of business and who, if **You** were both away from work at the same time, would stop the business from running properly as a viable commercial entity.

**Close Relative:** Mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, step parent, step child, step-sister, step-brother, foster child, legal guardian, next of kin, or fiancé/fiancée or common law partner (any couple, including same-sex, in a common law relationship or who have co-habited for at least 6 consecutive months).

## Complications of pregnancy or childbirth

In this policy 'complications of pregnancy or childbirth' will only include the following:

- Toxaemia (toxins in the blood)
- Gestational diabetes (diabetes arising as a result of pregnancy)
- Gestational hypertension (high blood pressure arising as a result of pregnancy)
- Pre-eclampsia (where **You** develop high blood pressure, carry abnormal fluid and have protein in **Your** urine during the second half of pregnancy)
- Ectopic pregnancy (a pregnancy that develops outside of the uterus)
- Molar pregnancy or hydatidiform mole (a pregnancy in which a tumour develops from the placental tissue)
- Post-partum haemorrhage (excessive bleeding following childbirth)
- Retained placenta membrane (part or all of the placenta is left behind in the uterus after delivery)
- Placental abruption (part or all of the placenta separates from the wall of the uterus)
- Hyperemesis gravidarum (excessive vomiting as a result of pregnancy)
- Placenta praevia (when the placenta is in the lower part of the uterus and covers part or all of the cervix)
- Stillbirth
- Miscarriage
- Emergency Caesarean section
- A termination needed for medical reasons
- Premature birth more than 8 Weeks (or 16 Weeks if **You** know **You** are having more than one baby) before the expected delivery date

**Cruise:** means a Trip involving a sea voyage of more than three days total duration, where transportation and accommodation is primarily on an ocean going passenger ship.

**Curtailed/Cutting Short Your Trip:** **Your** early return to Ireland before the scheduled return date.

**Excess:** The amount **You** must pay towards certain claims. This amount is per person and per section. This amount will be shown in the Schedule of Cover (inside front cover).

**Family:** The principal Insured Person, his/her spouse or common law Partner, and their dependent child/children aged 17 years and younger.

**Geographical Limits:** Please see **Your** Schedule of Cover for **Your** chosen area. Areas are defined as follows:

Worldwide including the United States of America, Canada, Alaska, and Hawaii

Golf Equipment: Means golf clubs, golf balls, golf bag, golf shoes and non-motorised golf trolley forming part of **Your** Personal Luggage.

**Hazardous Activities:** Those activities which are more particularly set out in Section 19 of this Policy.

**Hijack:** Means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance that **You** are travelling in as a passenger.

**Home:** **Your** usual, permanent place of residence in Ireland.

**Illness:** An unhealthy condition of a body or mind necessitating treatment from a medical practitioner.

**Ireland:** The Republic of Ireland.

**Limits of Cover:** Unless stated to the contrary, Our maximum liability per person is limited to the amount stated on **Your** Schedule of Cover (inside front cover) unless otherwise stated in **Your** Policy.

**Loss of One or More Limbs:** Total loss by physical separation at or above the wrist or ankle or the permanent total loss of use of an entire hand, arm, foot or leg.

**Loss of Sight:** Means the complete and irrecoverable loss of sight.

**Manual Work:** Means work that is physical, including, but not limited to construction, installation, assembly and building work. This does not include work carried out by bar and restaurant staff, musicians and singers and fruit pickers (who do not use machinery).

**Medical Practitioner:** means a registered practising member of the medical profession recognised by the law of the country where they are practising, who is not related to **You** or any person who **You** are travelling with.

**Money and Travel Documents:** Cash, travel tickets, travellers' cheques and hotel vouchers, Green Card, passports, driving licence.

**Natural Disaster:** An extraordinary natural phenomenon such as tsunamis, earthquakes, landslides, volcanic eruptions (including volcanic ash clouds), atypical cyclonic storms, falling objects from space (including meteorites), and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon.

**Pair or Set:** Any one article pair or set of articles (including golf clubs) or collection which are used or worn together. The Single Item limit applies except when the additional Golf Equipment section is purchased and shown in the Schedule of Cover then the Single Item limit under the Golf Equipment section applies to each individual golf club and not the set as a whole.

**Period Of Insurance:**

The period for which **We** have accepted the premium as stated in the Schedule of Cover. During this period any such Trip not exceeding 60 days is covered. For Insured Persons aged 66 years and over the maximum trip duration is limited to 31 days.

In any event Winter Sports cover is limited to 34 days in total in each Period of Insurance

The Policy does not extend to cover trips within Ireland with the exception of Section A Cancellation or Curtailment where You have pre-booked at least two nights accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee.

Under these policies Section 1 – Cancellation cover shall be operative from the date that this insurance is effected by **You** or at the time of booking any Trip (whichever is the later) and terminates on commencement of any Trip. The total time spent outside Ireland should not exceed 183 days in total

The Period of Insurance is automatically extended for the period of the delay in the event that **Your** return to Ireland is unavoidably delayed due to an event insured by this policy.

Please note: - Any Trip that had already begun when **You** purchased this insurance will not be covered, except where **You** renew an existing Annual Multi Trip Policy which fell due for renewal during the Trip. If **You** travel for more than the number of days for which **You** have paid for cover, **You** will not be covered after the last day for which **You** have paid.

**Permanent Total Disablement:** Disablement which entirely prevents the Insured Person from attending to business or occupation of any and every kind for at least 12 months, and at the end of that time being beyond the hope of improvement.

**Personal Luggage:** Items that **You** own which are usually carried or worn by travellers for their individual use during a Trip, including **Your** Valuables (as defined below).

**Policy:** The terms and conditions of **Your** insurance as outlined in this document.

**Pre-existing Medical Condition:** Any medical or psychological sickness, disease, condition, injury or symptom of which **You** are aware, or that has affected **You** or any Close Relative, Travelling Companion or person with whom **You** intend to stay during **Your** Trip, which has required treatment, medical consultation (s) or investigation (s), or prescribed medication at any time during the last 2 years prior to the commencement of cover under this Policy/Schedule of Cover (inside front cover) and/or prior to each and every Trip.

And/Or

any cardiac, cardiovascular, hypertensive, or cerebrovascular illness, disease, condition or symptom of which **You** are aware, that has occurred at any time prior to the commencement of cover under this Policy/Schedule of Cover and/or prior to any Trip.

Should illnesses occur between the date the Policy was incepted and the date of departure, **We** should be advised.

**Private Health Insurance:** Insurance that helps cover all or part of the medical and hospital costs incurred up to a minimum of €55,000.

**Public Transport:** Means any publicly licensed aircraft, sea vessel, train or coach on which **You** are booked to travel.

**Schedule of Cover / Validation Certificate:** This forms part of **Your** Policy and contains details of the persons insured and the effective dates of cover.

**Scheduled Airline:** An airline that publishes a timetable and operates its services to a distinct schedule and sells to the public at large.

**Single Item:** Any one article, pair, set or collection.

**Ski Equipment:** Means skis (including bindings), ski boots, ski poles, snowboard bindings and snowboard boots.

**Strike or Industrial Action:** Any form of industrial action, whether organised by a trade union, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

**Travelling Companion:** A person accompanying **You** without whom the Trip cannot commence or continue.

**Trip:** Means any holiday, business or pleasure Trip or journey made by **You** within the area of travel shown in the Schedule of Cover which begins and ends in Ireland during the Period of Insurance unless the Trip is a one way Trip or journey as defined under the Period of Insurance.

Any Trip over 60 days is not insured and any Trip solely within Ireland is only covered in respect of cancellation / curtailment and where **You** have pre-booked at least two nights' accommodation rented for a fee.



**Unattended:** Means when **You** are not in full view of and not in a position to prevent unauthorized interference with **Your** Personal Luggage or vehicle.

**Valuables:** Cameras, photographic equipment, radios, cassettes, videos, electronic equipment, telescopes and binoculars, antiques, jewellery, sunglasses, watches, furs, golf equipment, precious and semi-precious metals or stones and articles made of or containing gold, silver or other precious metals.

**We/Us/Our:** MAPFRE ASISTENCIA Compañia de Seguros y Reaseguros S.A. trading as MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway.

**Winter Sports:** Skiing and snowboarding, off-piste skiing and snowboarding except in areas considered to be unsafe by resort management, recreational ski and snowboard racing, monoskiing, cross-country skiing, snowmobiling, tobogganing, cat skiing and ice skating.

**You/Your/Insured Person(s):** The Person(s) Insured named in the Schedule.



# General Conditions

**IMPORTANT NOTE:** Certain sections of this Policy have particular conditions attaching to them, but the conditions set out below apply to all sections:

1. Before **we** consider a claim, it is a condition that:
  - a. the answers in any proposal and declaration for this insurance are true and complete to the best of **Your** knowledge and belief and such proposal and declaration form the basis of this Policy.
  - b. **You** or any person, on whose behalf payment is claimed, observe the terms and conditions of this Policy.
  - c. any facts known to **You** and any changes affecting the risk since inception of this Policy or last renewal date must be disclosed to Us. Failure to disclose such facts or changes may mean that **Your** Policy will not provide **You** with the cover **You** require or may invalidate this Policy in its entirety.
  - d. **You** take all reasonable steps to prevent accident, injury, illness, disease, loss or damage.
2. Maximum age limit: Up to and including 86 years. For Insured Persons aged 66 years and over the maximum trip duration is limited to 31 days.
3. Any medical information supplied to Us in a medical declaration will be treated in the strictest of confidence and will be used solely for Our own internal purposes for the assessment of the risk, and will not be disclosed to any third party or authority without the specific approval of the person whose details are given in the Medical Declaration. **We** shall not refuse cover unless, in Our opinion, the risk associated with the particular person is substantially greater than that represented by the average healthy traveller.
4. During each Period of Insurance, and before **You** depart on each Trip, **You** must declare to Us any change in **Your** health or medical status. **We** must accept this change in writing before cover will be continued. If in doubt as to whether this is material, **You** should tell Us.
5. **You** must declare to Us all material facts, which are likely to affect this insurance. Failure to do so may prejudice **Your** entitlement to claim. If **You** are uncertain as to whether a fact is material, **You** should declare it to Us.
6. **You** must take all reasonable steps to prevent any accident, injury, illness, disease, loss or damage to **You** or to any person on whose behalf **You** are making a claim.
7. **You** must comply in full with the terms and conditions of this Policy before a claim will be paid. Please read this Policy carefully, and if unsure as to what is covered or excluded, contact the Policy Helpline on the number listed to the front of this document.
8. In case of an emergency or of any occurrence, which may give rise to a claim for costs in excess of €500 under this insurance, **You** must contact Us as soon as practicable. **You** must make no admission, offer, promise or payment without Our prior consent and prior to contacting us.
9. **We** are entitled to take over **Your** rights in the defence or settlement of a claim or to take proceedings in **Your** name for Our own benefit against another party and **We** shall have full discretion in such matters.
10. **We** may, at any time, pay to **You** our full liability under this Policy after which no further liability shall attach to Us in any respect or as a consequence of such action.
11. **You** must take all practicable steps to recover any article that is insured under this Policy which has been lost or stolen and to identify and ensure the prosecution of the guilty person(s). **We** may at any time at our own expense take such action as **We** deem fit for the recovery of any property lost or stated to be lost.
12. In the event of a valid claim, **You** shall allow Us the use of any relevant travel tickets **You** are not able to use because of the claim. All receipts submitted as part of a valid claim shall be retained by Us.
13. **You** must give us written notice of any event that **You** are aware of, which may lead to a claim, within 30 days of **Your** return **Home**.
14. As often as **We** require, upon the giving of reasonable notice to **You**, **You** shall submit to medical

examination by a qualified medical practitioner at Our expense. In case of the death of an Insured Person, **We** shall be entitled to have a post mortem examination carried out at Our expense. **You** must supply Us with a written statement substantiating **Your** claim, together with (at **Your** own expense) all certificates, information, evidence and receipts relating to the claim that **We** require.

15. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in the case of disagreement between the Arbitrators, to the decision of an Umpire appointed in writing by the Arbitrators before entering on the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an award shall be a condition precedent to any right of action against Us. If **We** shall disclaim liability for any claim and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

16. **You** will be required to reimburse to Us, within one month of Our request to **You**, any costs or expenses **We** have paid out on **Your** behalf which are not covered under the terms of this Policy.

17. **You** must pay the appropriate premium for the full number of days comprising **Your** planned Trip. If **Your** Trip is planned to exceed the number of days for which **You** have purchased insurance then no cover at all shall apply in respect of that Trip and **You** will need to make alternative insurance arrangements.

18. This contract has been entered into in the Republic of Ireland and is subject to Irish Law except in so far as it is necessary to comply with the Jurisdiction of Courts Enforcement of Judgements (European Communities) Act 1988 to 1993 and is subject to the exclusive jurisdiction of the Irish Courts.

19. No provision or condition of this Policy may be waived or modified except by an endorsement signed by an authorised official on behalf of the insurers.

20. The European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 (SI. 27/1995) (the "Regulations") transpose Council Directive No. 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (the "Directive") into Irish law and are intended to protect consumers against unfair terms in contracts concluded by consumers with sellers of goods and suppliers of services. If any of the Policy conditions are considered unfair or ambiguous under the Regulations or the Directive, MAPFRE ASSISTANCE Agency Ireland reserves the right to change the wording of the relevant condition to correct the problem.

The revised text will operate as closely as possible to the way the replaced text was intended. If the operation of a condition of the Policy is challenged or questioned, MAPFRE ASSISTANCE Agency Ireland will take independent legal advice and will try to follow the operation of the Policy as the appointed actuary of MAPFRE ASSISTANCE Agency Ireland intended. If any change is made to the Policy in accordance with this condition:

- (i) it will be made so as not to disadvantage **You**, and
- (ii) written notification of such change will be given to **You**.

## **Fraud**

21. If any claim under this Policy is fraudulent in any respect or if any fraudulent means or devices (including inflation or exaggeration of the claim or submission of forged or falsified documents) are used by **You** or anyone acting on **Your** behalf to claim under this Policy, this Policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to Us.

## **Non-Assignment**

22. No assignee shall be entitled to any payment under this Policy.

# General Exclusions

**IMPORTANT NOTE:** Certain sections of this Policy have particular conditions attaching to them, but the conditions set out below apply to all sections:

No Section of this Policy shall apply in respect of:

a. Claims arising from circumstances known to **You** at the latter of:

- applying for this insurance or
- at any time prior to the commencement of the Period of Insurance or
- booking **Your** Trip or
- the commencement of any Trip,

or claims arising as a result of a material fact or facts, which have not been disclosed to Us prior to the latter of

- the commencement of the Period of Insurance or
- booking **Your** Trip or
- the commencement of any Trip.

b. Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this Policy, be insured by any other existing certificate, policy or any motoring organisation's service. If **You** have any other certificate in force, which may cover the event for which **You** are claiming, **You** must tell Us. This exclusion shall not apply to Section 5 - Personal Accident.

c. Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which **You** would have paid for in any case).

d. Consequential losses of any nature, including, but not exclusively, phone calls, taxi fares and car hire, other than as specifically provided within the terms of this Policy.

e. Any deliberately careless or deliberately negligent act or omission by **You**.

f. Any claim arising directly or indirectly from drug, alcohol or solvent abuse or addiction by **You** or by reason of **You** being under the influence of alcohol or drug(s).

g. Any claim caused by flying (other than as a fare-paying passenger on a regular Scheduled Airline or licensed charter aircraft).

h. Any claim arising from sexually transmitted diseases suffered by **You**.

i. Any claim arising from **You** engaging in Manual Work (as defined) in conjunction with any profession, business or trade.

j. **Your** engaging in work in **Your** capacity as a member of the Armed Forces, Navy or Air Corps, Police Force of any country or a member of An Garda Síochána. (This exclusion will not apply to claims for holiday cancellation in connection with a sudden and unforeseen posting or duty).

k. Any costs, medical or otherwise, incurred by the Insured Person when engaging in any sport or leisurely activities unless shown as covered in Section 19 Hazardous Activities

l. War, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'état, terrorism, weapons of mass destruction.

m. Any claim which is directly or indirectly caused by, results from or is in connection with a Natural Disaster.

n. Loss or destruction or damage or any expense whatsoever resulting from: Ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the

radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

o. Any claim when **You** have not paid the appropriate premium for the cover required.

p. Consequential loss of any kind arising from the provision of, or any delay in providing, the services to which this Policy relates, unless negligence on our part can be demonstrated.

q. Loss of enjoyment.

r. **Your** travel to a country or specific area or event to which the Travel Advice Section of the Department of Foreign Affairs or World Health Organisation have advised the public not to travel.

## Section 1 – Cancellation and Curtailment Charges

We will cover **You** up to the amount shown on **Your** Schedule of Cover per Insured Person in total under this Policy for financial loss suffered by **You** during the Period of Insurance, being non-refundable deposits and amounts **You** have paid (or have contracted to pay), for travel to/from **Your** holiday destination and accommodation **You** do not use because of **Your** inability to commence travel or **You** curtail the Trip as a result of any of the following events occurring after payment of the policy premium (and at the time of booking **Your** Trip) and occurring within the Period of Insurance. **Your** cancellation or Curtailment must be necessary and unavoidable in order for **You** to claim.

**You** are covered for:

### Cancellation

- The death, Bodily Injury, Illness of **You**, **Your** Travelling Companion, any person with whom **You** have arranged to reside temporarily during your Trip, **Your** Close Relative, or **Your** Close Business Associate
- If **You** become pregnant after **We** have sold **You** this policy, and **You** will be more than 32 Weeks pregnant (or 24 Weeks if **You** know **You** are having more than one baby) at the start of, or during, **Your** Trip. Or, **Your** doctor advises that **You** are not fit to travel because **You** are suffering from Complications of pregnancy or childbirth.
- Compulsory quarantine, jury service attendance or being called as a witness at a Court of Law of **You** or **Your** Travelling Companion.
- Redundancy (which qualifies for payment under the current Irish redundancy payment legislation and at the time of booking the Trip there was no reason to believe anyone would be made redundant) of **You** or **Your** Travelling Companion.
- **You** or any person with whom **You** are travelling or have arranged to travel with are a member of the Armed Forces, Garda, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **Your**/their authorised leave cancelled or are called up for operational reasons, provided that such cancellation or Curtailment could not reasonably have been expected at the time when **You** purchased this insurance or at the time of booking any Trip.
- In the event of burglary at **Your Home** within 48 hours of **Your** departure or the police requesting **You** to return to **Your Home** due to serious damage to **Your Home** caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

### Curtailment

- Unused accommodation and additional travel expenses which are not recoverable from any other source, because of unexpected Curtailment as a result of any of the following events occurring after payment of the policy premium or at the time of booking **Your** trip in respect of an annual policy and occurring within the Period of Insurance:
- Unforeseen Bodily Injury, Illness or death of **You**, **Your** Close Relative, Travelling Companion, any person with whom **You** were going to stay during the Trip.
- The death, imminent demise or hospitalisation due to a serious accident or Illness of a Close Relative.

### Conditions applicable to cancellation charges:

(See also General Conditions)

- **You** must advise **Your** travel agent/tour operator or provider of transport / accommodation, as soon as **You** become aware of the need to cancel **Your** Trip. **We** will only be responsible for the cost of cancellation that applied at the time **You** became aware of the reason for cancellation.
- All claims relating to cancellation due to a medical reason must be supported by relevant documentation confirming that medical advice was sought and that advice was given by a Medical Practitioner (in the case of stress, anxiety, depression or any other mental or nervous disorder a consultant specialising in the relevant field) to cancel a Trip prior to the cancellation of that Trip.

## Conditions applicable to Curtailment:

(See also General Conditions)

- Prior to curtailment of your Trip, due to medical reasons, a doctor's certificate must be obtained from the attending doctor abroad, confirming the necessity to return **Home**.
- If **You** will be more than 32 Weeks pregnant (or 24 Weeks if **You** know **You** are having more than one baby) at the start of, or during, **Your** Trip and **You** still choose to travel, **You** may not claim for cutting short **Your** Trip unless as a result of the Complications of pregnancy or childbirth.

Our medical emergency service must be contacted prior to any arrangements being made to curtail the trip and return **Home**.

## Section 1 Exclusions

### Cancellation or Curtailment

In addition to the General Exclusions **You** are not covered for:

- The Excess referred to in the Schedule of Cover.
- The cost of airport charges and levies.
- Any circumstances known to **You** which are likely to cause cancellation or Curtailment, prior to booking your trip and/or insurance.
- **Your** disinclination to travel for any reason.
- Default, financial or otherwise, of any transport or accommodation provider, or any person or company operating as **Your** agent.
- Failure by the provider of any part of the booked Trip to actually supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise)
- Any known Pre-Existing Medical Condition affecting **You** that would cause **You** to cancel or curtail **Your** Trip, unless **You** have declared the condition to Us and **We** have written to **You** accepting it.
- Any expenses payable by the tour operator, hotel or airline or recoverable from any other source.
- Withdrawal from service of the aircraft or sea vessel on which **You** are booked to travel, by order or recommendation of the regulatory authority in any country. **You** should direct any claim in this case to the transport operator involved.
- Claims arising from actual or planned Strike or Industrial Action which was common knowledge at the time of booking **Your** Trip and/or insurance.
- Loss arising directly or indirectly from adverse weather conditions.
- Any claim that comes from pregnancy or childbirth, unless a qualified medical practitioner confirms that the claim comes from the Complications of pregnancy or childbirth (see Definitions on page 75).
- The cost of tours, excursions or rental vehicles.
- Prohibitive regulations by the Government of any country to which are **You** are travelling, or delay or amendment of the booked Trip due to Government action.
- Any cancellation or Curtailment caused by work commitments or amendment of **Your** holiday entitlement by **Your** employer.
- Any claim resulting from **Your** failure to hold or obtain a valid passport and/or any required visa in advance of your Trip
- Additional costs for which **You** become responsible for as a result of not cancelling a Trip immediately there is reason for a Trip to be cancelled.
- Any claim for irrecoverable payments for unused flight tickets to return **home** where a claim is also made under Section 1 or 2 for additional return travel expenses.
- The cost of this Policy.

## Section 2 – Medical and Other Expenses incurred abroad

**You** are covered for:

We will cover **You** under this Policy up to the amount shown on **Your** Schedule of Cover per Insured Person who suffers a sudden and unforeseen Bodily Injury or Illness or dies during a Trip. **We** will cover the following costs necessarily and reasonably incurred abroad as a result of **You** becoming ill, sustaining injury or dying outside Ireland during the trip:

- Reasonable medical expenses for the immediate needs of a medical emergency. Included are doctor's fees, hospital expenses, inpatient and outpatient medical treatment and charges for medical transportation to the nearest suitable hospital abroad, where deemed necessary by a recognised medical practitioner.
- Expenses incurred up to the amount shown on **Your** Schedule of Cover for burial or cremation of a deceased Insured Person abroad or repatriation to Ireland of the deceased Insured Person's body or ashes.
- Additional travelling costs to repatriate **You Home** where recommended by Our Senior medical officer. **We** will pay the additional travelling and accommodation costs for one person to remain with **You** if it is medically necessary for **You** to stay beyond **Your** scheduled return date. If **You** are travelling alone, **We** will cover the cost of one person to travel to stay with **You** if it is medically necessary for **You** to be accompanied as recommended by Our Senior medical officer.
- Reasonable additional accommodation costs up to the amount shown on **Your** Schedule of Cover in total necessitated by the medical emergency per Trip.
- Costs of providing emergency dental treatment for the immediate relief of pain and/or emergency repairs to dentures or artificial teeth carried out solely to alleviate distress in eating up to the amount shown on **Your** Schedule of Cover.

### 2A Additional Hospitalisation Benefit

If, during **Your** Trip **You** are admitted as an in-patient to hospital for more than 24 hours, on the recommendation of a medical practitioner, **We** will pay a benefit of the amount shown on **Your** Schedule of Cover per day up to a maximum of the amount shown on **Your** Schedule of Cover.

### Conditions applicable to Section 2

(See also General Conditions)

- On **Your** admission to Hospital abroad, Our medical emergency service must be contacted immediately if hospitalisation is likely to last for more than 24 hours or in the event that **You** incur expenses over €500.
- We reserve the right to repatriate **You** to Ireland when, in the opinion of the doctor in attendance and Our Senior medical officer, the Insured Person is fit to travel. If **You** do not comply with this decision **We** reserve the right to withdraw cover with immediate effect.
- The decision on the method of repatriation will be at the discretion of Our Senior medical officer subject to consultation with the doctor in attendance.
- In the event of **Your** Bodily Injury or Illness, **We** reserve the right to relocate **You** from one hospital to another and arrange for **Your** repatriation to Ireland at any time during the Trip. **We** will do this if in the opinion of the medical practitioner in attendance or MAPFRE ASSISTANCE Agency Ireland **You** can be moved safely and/or travel safely to Ireland to continue treatment.
- If **You** hold a valid policy of Private Health Insurance then **You** must first claim against **Your** private health insurer for any inpatient medical expenses abroad.



## Section 2 Exclusions

In addition to the General Exclusions **You** are not covered for:

- The Excess referred to in the Schedule of Cover.
- Any person:
  1. Who receives medical treatment, which, in the opinion of the attendant physician and/or Our Senior medical officer, could reasonably be deferred until that person returns to Ireland.
  2. Any treatment after the insured person has returned to Ireland.
    - Pre-Existing Medical Conditions unless **You** have declared these to Us and **We** have informed **You** that **we** have accepted them for insurance cover.
    - Expenses incurred as a result of **Your** decision not to be repatriated after the date when in the opinion of MAPFRE ASSISTANCE Agency Ireland, it is safe to do so
    - The cost incurred in obtaining or replacing medication, which, at the time of departure is known by **You** to be required or to be continued outside Ireland.
    - Costs of telephone calls made when abroad, other than calls to MAPFRE ASSISTANCE Agency Ireland notifying them of the problem for which **You** are able to provide a receipt or other evidence to show the cost of the call and the number telephoned.
    - Any claim that comes from pregnancy or childbirth, unless a qualified medical practitioner confirms that the claim comes from the Complications of pregnancy or childbirth (see Definitions on page 75).
    - Any Illness, for which inoculations should have been obtained, prior to the Trip.
    - Any claims arising from a medical condition, where **You** travel against the advice of a qualified medical practitioner or would be travelling against the advice of a qualified medical practitioner, had **You** obtained advice.
    - Cost of treatment, not directly related to **Your** Bodily Injury/Illness.
    - Any costs related to the transportation **Home** has not been arranged by Us.
    - Any amount recoverable under any National or Private Health Insurance Scheme, Reciprocal Health Arrangement (such as European Health Insurance Card – previously E111) or any other source.



## Section 3 – Personal Luggage, Cash and Passport

**You** are covered for up to the amount shown in **Your** Schedule of Cover if, in the course of a Trip, **Your** Personal Luggage or passport is damaged, stolen, destroyed or lost (and not recovered). **We** have the option either to pay **You** for the loss, or replace, reinstate or repair the items covered. Payment will be on the basis of indemnity, after a deduction for normal wear and tear and bearing in mind the age of the items.

1. Loss or damage to **Your**:

- a. Personal Luggage
- b. Valuables up to the limit shown on **Your** Schedule of Cover.
- c. Passport up to the limit shown on **Your** Schedule of Cover in respect of expenses incurred in obtaining an emergency passport whilst abroad only.
- d. Reasonable additional transport costs up to the limit shown on your Schedule of Cover if **You** are unable to make **Your** pre-booked return flight **Home** following the loss or theft of **Your** passport within 48 hours of **Your** pre booked return flight **Home**
- e. Travel Documents (including driving licence).
- f. Personal Money & Cash.

Temporary loss of luggage:

2. Up to the amount shown in **Your** Schedule of Cover for essential replacement items in the event of temporary loss, delay or misplacement, while in transit on **Your** outward Trip, of **Your** Personal Luggage for more than 12 hours. Any amount paid will be deducted from the final claims settlement should the items prove to be lost permanently.

Conditions applicable to Section 3 (See also General Conditions)

3(a) Duty to take care:

**You** must take proper and due care of **Your** property including examination of **Your** Personal Luggage on arrival at **Your** destination. In the event of loss or damage, **You** must take all reasonable steps to safeguard and recover **Your** property. **You** must not leave **Your** property unsecured or outside **Your** reach or Unattended at any time in a place to which the public have access or in the custody of a person who is not a Travelling Companion.

Any loss or damage, which occurred in transit, must be reported to the carriers, and any loss or theft to the police, within 24 hours of discovery of such loss or theft. In both instances a written report must be obtained.

Temporary loss of Personal Luggage is subject to a written report from the carrier and payment of the relevant benefit is subject to original receipts for emergency items being submitted.

If **You** are claiming for stolen or lost goods **You** must produce a receipt for the purchase of the original goods, which will simplify Our assessment of the claim and speed up payment.

If **You** are claiming for damaged or destroyed goods **You** must produce an estimate for or repair from a reputable dealer confirming the estimated cost of repair.

In respect of 1(a) and (b):

In the event of a claim in respect of a Pair or Set of articles **We** shall only be responsible for the value of that part of the pair or set which is lost, stolen or damaged.

If it is not possible to report the loss or damage in transit to the carrier immediately – **You** must advise them in writing within 7 days of the incident and obtain the aforementioned written report from the carrier.

## Section 3 Exclusions

In addition to the General Exclusions **You** are not covered for:

- The Excess referred to in the Schedule of Cover (does not apply to loss of passport or temporary loss of Personal Luggage).
- More than the amount shown on **Your** Schedule of Cover for any single article of any kind.
- Valuables or Money and Travel Documents unless in **Your** possession or attended by **You** or deposited in a safe or safety deposit box at all times.
- Loss, theft of or damage to Personal Luggage left Unattended at any time or contained in or stolen from an Unattended vehicle:
  - a) At any time between 9pm and 8 am (local time) or
  - b) at any time between 8am and 9pm (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle confirmed by a police report.
- Any Valuables or Money and Travel Documents in Unattended vehicles regardless of the location of the property in the vehicle. (Losses from a roof or boot luggage rack of camping equipment remains covered under this section).
- Loss or damage caused by wear and tear, deterioration, depreciation, moths, vermin, atmospheric or climatic conditions or any process of cleaning, dyeing, repair or restoration.
- Confiscation or detention by Customs or other lawful officials and authorities.
- Electrical or mechanical breakdown or derangement of any article.
- Contact or corneal lenses, spectacles, dentures, bonds, securities, stamps or document of any kind, musical instruments, typewriters, personal computers or lap top computers and/or their accessories or similar items, glass, china, antiques, pictures, pedal cycles, hearing aids, coupons, personal organisers, computerised games and/or their accessories, mobile or portable telephones, televisions, CDs, CD, MP3 or DAT players or similar items, telecommunication equipment, vehicles and/or their accessories, boats and/or ancillary equipment, samples or merchandise or business goods or specialised equipment relating to a trade or profession.
- Breakage of, or damage to, any fragile or brittle articles, and any consequence thereof, unless caused by fire or accident to the conveyance in which **Your** Personal Luggage is being carried.
- Breakage of or damage to sports equipment while in use.
- Any property more specifically insured.
- Any item loaned, hired or entrusted to **You**.
- Items carried as freight or under a bill of lading.
- Loss of passport, if the loss has not been reported to the relevant Consular Authority within 24 hours of discovery of such loss.
- Cover for temporary or permanent loss of Personal Luggage for which **You** have received full compensation from someone else.

## Section 4 – Delayed Departure / Missed Departure / Abandonment.

**You** are covered for:

### 4(a) Delayed Departure

Where Strike or Industrial Action, adverse weather or mechanical breakdown of, or accident to, aircraft or sea vessel on which **You** are booked as a passenger for **Your** outward or return journey from or to Ireland, and forming part of a booked Trip, and specified on **Your** travel ticket, is delayed for a minimum of 12 hours beyond the intended departure time, **We** will cover amount shown on **Your** Schedule of Cover in respect of every completed 12-hour period of delay in **Your** scheduled departure time, up to a maximum of the amount shown on **Your** Schedule of Cover per Insured Person.

### 4(b) Missed Departure or Connection

Where

- Scheduled public transport services on which **You** are booked as a passenger fail, or are disrupted OR
- The vehicle in which **You** are travelling is involved in an accident or breaks down

and this stops **You** from getting to the airport, port or station in time to commence or continue **Your** pre-booked Trip, **We** will reimburse **You** in respect of reasonable additional accommodation and travelling expenses, necessarily incurred – up to the maximum amount of the limit shown on **Your** Schedule of Cover in order to reach **Your** booked destination.

Internal flights which are part of **Your** Trip and which are pre-booked and paid for in Ireland prior to departing on **Your** Trip are covered under this section.

### 4(c) Abandonment

Where Strike or Industrial Action, adverse weather or mechanical breakdown of, or accident to, aircraft or sea vessel on which **You** are booked as a passenger for **Your** outward journey from Ireland, and forming part of a booked Trip, and specified on **Your** ticket, result in abandonment of **Your** outward Trip, **We** will pay for loss of accommodation and travel charges up to the limit shown on **Your** Schedule of Cover, paid or contracted to be paid by **You**, and which are not recoverable from any other source. Subject to a minimum delay of 24 hours from the scheduled departure time.

## Conditions applicable to Section 4

(See also General Conditions)

- **You** must have checked in according to the itinerary given to **You** by the tour operator or carrier, and obtained written confirmation from them or their handling agents of the cause of the delay from the scheduled departure time and the actual period of the delay.
- For cover in respect of missed connection journey as part of your Trip **You** must allow a sufficient amount of time between **Your** scheduled arrival at the point of departure for **Your** connecting flight and the scheduled time of departure of same.
- A repairers report obtained at the time of the incident will be required for vehicle breakdown claims.

## Section 4 Exclusions

In addition to the General Exclusions **You** are not covered for:

- The Excess referred to in the Schedule of Cover (applies only to abandonment and missed departure or connection).
- Any claim resulting from Strike, Industrial Action or adverse weather which commenced (or for which an officially stated intent had been given) on or prior to the date of booking **Your** Trip and/or insurance.
- Failure to check in, in accordance with the terms of the itinerary supplied unless such failure was itself due to an event insured.
- Withdrawal from service of the aircraft or sea vessel on which **You** are booked to travel, by order or recommendation of the regulatory authority in any country. **You** should direct any claim to the transport operator involved.
- Claims where **You** have not obtained written confirmation from the carrier or handling agent stating the period and reason for delay.
- Delays as a result of **Your** failure to check in at **Your** departure point in time.
- Claims for missed connecting flights where insufficient time has been allowed for transfer times.
- Additional costs where the scheduled public transport operator has offered reasonable alternative arrangements.
- Compensation under more than one of "delayed departure", "missed departure or connection" and "abandonment".
- Any **money** that can be claimed from someone or somebody else.
- Any claim caused by traffic congestion.

## Section 5 – Personal Accident

If **You** suffer accidental Bodily Injury during the Trip, which within 12 months is the sole and direct cause of death or disablement, **We** will pay **You** or **Your** legal personal representatives the amount shown on **Your** Schedule of Cover due to:

1. Death
- OR
2. Loss of One or More Limbs, or total and irrecoverable Loss of Sight in one or both eyes
- OR
3. Permanent Total Disablement

## Section 5 Exclusions

In addition to the General Exclusions **You** are not covered for:

- Compensation under more than one of the above
- Injury not caused solely by outward, violent and visible means
- **Your** disablement caused by mental or psychological trauma not related to **Your** Bodily Injury.
- Disease or any physical defect, infirmity or Illness which existed prior to the commencement of the Trip.
- Any payment in excess of the amount shown on **Your** Schedule of Cover per Insured Person.
- Any payment in excess of €5000 arising from the death of Insured Persons under 16 years of age or over 65 years of age

## Section 6 – Personal Liability

If in the course of a Trip, **You** become legally liable for accidental Bodily Injury to, or the death of, any person and / or accidental loss of or damage to their property, then:

On condition that there is no other insurance in force covering the loss, the material damage for **Your** liability, **We** will indemnify **You** (or in the event of **Your** death, **Your** legal personal representatives) against: -

- All sums which **You** shall become legally liable to pay as compensation; and
- All law costs awarded to any claimant or incurred in the defence of any claim that is contested by Us or with Our consent.

We will pay up to the maximum of the amount shown on **Your** Schedule of Cover under this Policy (including costs). This limit applies to any and all claimants in any one Period of Insurance affected by any and all occurrences with any one original cause.

## Section 6 Exclusions

In addition to the General Exclusions **You** are not covered for:

- Injury to, or the death of, any member of **Your** Family or household, or any person in **Your** service.
- Loss of or damage to property belonging to, or held in trust by **You** or **Your** Family, household or servant.
- Loss of or damage to property which is the legal responsibility of **You** or **Your** Family, household or servant. This exclusion shall not apply to temporary accommodation, which **You** occupy and for which **You** assume contractual responsibility during **Your** Trip.
- Any liability, which attaches by virtue of a contractual agreement, but which would not attach in law in the absence of such an agreement.
- Claims for injury, loss or damage arising directly or indirectly from: ownership or use of: aircraft; horse-drawn, motorised, mechanically-propelled or towed vehicles; vessels (other than row boats, punts or canoes); animals (other than domestic dogs or cats); firearms (other than sporting guns).
- The pursuit or exercise of any trade, profession or gainful occupation, the participation in any Hazardous Activity (as defined), or the supply of goods and services by **You**.
- The occupation or ownership of any land or building.
- Wilful or malicious acts of the Insured Person.
- Liability or material damage for which indemnity is provided under any other insurance.
- Accidental injury or loss not caused through **Your** negligence in respect of property damage caused to temporary holiday accommodation

## Section 7 – Third Party Supplier Insolvency

We will pay **You** up to the amount shown in the Schedule of Cover for:

Any irrecoverable unused costs and charges paid in advance (and not forming part of an inclusive holiday), relating to third party companies that become Insolvent within **Your** booking such as accommodation providers, hotels, car hire, ferries, coaches, which **You** have paid or are contracted to pay.

**You** must obtain written confirmation from the liquidator that the third party provider has become Insolvent.

## Section 7 Exclusions

In addition to the General Exclusions **You** are not covered for:

- The Excess as shown in the Schedule of Cover
- Travel or Accommodation not booked prior to departure
- The Financial Failure of :
  - a. Any travel or Accommodation provider in Chapter 11 or any threat of insolvency being known at the date of issue of this insurance policy or at the date of booking of the Trip
  - b. Any Travel or Accommodation provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim)
  - c. The insolvency of the Travel Agent, Tour Operator, the booking agent or consolidator.
- Any loss for which a third party is liable or which can be recovered by other legal means
- Any costs which are recoverable from the company providing the travel or accommodation or for which **You** receive or expected to receive compensation
- Any loss which at the time of the happening of such loss is insured or guaranteed by or would but for the existence of the Policy be insured or guaranteed by any other existing Policy, Policies or bond or is capable of recovery pursuant to any other legal rights of the Insured Person(s)
- Any loss sustained by the Insured Person(s) when the Insurance Policy or evidence of coverage was effected after the date of Insolvency of the entity(ies)

## Section 8 – Scheduled Airline Failure

**You** are covered for:

If a Scheduled Airline on which **You** are booked to travel ceases to operate due to bankruptcy or liquidation, **We** will pay up to the amount shown on **Your** Schedule of Cover per Insured Person in total in respect of:

The deposits or charges paid in advance by **You** for the flights on the Scheduled Airline which are necessarily and unavoidably cancelled prior to **Your** departure from Ireland

OR

If **You** are abroad on **Your** booked Trip, the costs of replacement air travel to return **You** to Ireland by an equivalent class of travel as originally booked.

## Section 8 Exclusions

In addition to the General Exclusions **You** are not covered for:

- Claims arising directly or indirectly from publicly declared financial failure or collapse of a Scheduled Airline on or before the date the Trip is booked.
- Claims relating to airlines in Chapter 11 at the date of issue of this insurance Policy or at the date of booking of the Trip.
- The applicable Policy Excess shown on **Your** Schedule of Cover per Insured Person per claim, for each and every occurrence.
- The cost of any pre-booked accommodation, tours, excursions or rental vehicles.
- Claims in respect of charter flights.
- A Scheduled Airline being taken over or forming part of a merger by another airline.

## WHAT TO DO IF YOU NEED REPATRIATION FOLLOWING THE FINANCIAL FAILURE OF THE SCHEDULED AIRLINE:

Please call MAPFRE ASSISTANCE Agency Ireland on **+353 91 560655** to arrange for repatriation.

Be prepared to give:

- **Your** Insurance Reference Number
- the name and address of the agent or broker from whom it was purchased.



## Section 9 – Legal Expenses

**You** are covered for:

We will provide telephone advice, guidance and assistance on any legal issue(s) that arises in connection with a Trip or in connection with **Your Home**. This service is available when **You** start **Your Trip** until 7 days after **You** return **Home**.

If **You** suffer death, illness or personal injury during **Your Trip** then in the event that **You** or **Your** personal representatives decide to take out legal proceedings in pursuit of compensation, and **We** consider that **You** are likely to obtain a reasonable settlement and that the costs of pursuing legal proceedings are likely to be proportionate to the settlement amount;

### We will advance on **Your** behalf

- Up to the amount shown on the Schedule of Cover in total under this Policy per Insured Person (and in total for all Insured Persons in connection with any one event giving rise to a claim) for legal costs and expenses directly incurred in the pursuit of these proceedings.
- Additional travel expenses in the event that a Court outside Ireland requires **You** to attend in connection with an event giving rise to an action under this Section, up to a maximum amount of €300 per Insured Person.

Where **We** have instituted proceedings on **Your** behalf and **You** receive no compensation, or only limited compensation, **We** will indemnify **You** against claims for fees, costs and expenses arising out of these proceedings, to the extent that these fees, costs and expenses exceed the amount of any compensation **You** have received, with a limit of the amount shown in the Schedule of Cover in total under this Policy per Insured Person (and in total for all Insured Persons in connection with any one event giving rise to a claim). This benefit will be offset against the advance described above.

We shall have complete control over the legal proceedings and the appointment and control of a lawyer. **We** shall, with **Your** agreement, appoint a lawyer on **Your** behalf with the expertise and qualifications necessary to pursue **Your** claim. If **You** are unable to agree with Us on a suitable lawyer, **We** will ask the ruling body for lawyers in the country where the event giving rise to the claim occurred to nominate another lawyer. In the meantime, **We** may appoint a lawyer to protect **Your** interests.

If an award of compensation is made and **You**, or a lawyer instructed on **Your** behalf, receive payment, then all sums advanced or paid by Us or due from Us shall be repaid out of the compensation received.

We can opt to conduct legal proceedings instituted in the United States of America or Canada under the contingency fee system operating in North America.

We will not institute legal proceedings in more than one country in respect of the same occurrence.

**You** must notify Us as soon as possible of any incident which may give rise to a claim and at the latest, within 90 days.

## Section 9 Exclusions

In addition to the General Exclusions **You** are not covered for:

- Costs or expenses incurred without prior authorisation by Us.
- The pursuit of a claim against Us, Our agent or an insurer underwriting any section of this Policy or a travel agent, tour operator, carrier or any supplier under a package holiday arrangement.
- Actions between Insured Persons or Travelling Companions or actions pursued in order to obtain

## Section 10 – Hijack

What is covered:

1. **We** will pay **You** up to the amount shown in the Policy Schedule of Cover, for every completed period of 24 hours in the event of Hijack of the transport on which **You** are travelling.

## Section 10 Exclusions

In addition to the General Exclusions **You** are not covered for:

- Claims not substantiated by a written police report confirming the length and exact nature of the incident

## Section 11 – Catastrophe

What is covered

We will pay **You**, up to the amount shown in the Policy Schedule of Cover, in the event that the tour company is unable to assist and **You** are forced to move from **Your** pre-booked accommodation as a result of fire, lightning, explosion, storm, flood, medical epidemic, or local Government directive which is confirmed in writing by local or national authority, for irrecoverable travel or accommodation costs necessarily incurred to continue with **Your** Trip, or, if **Your** Trip cannot be continued for **Your** return **Home**.

## Section 11 Exclusions

In addition to the General Exclusions **You** are not covered for:

- The Excess as shown in the Policy Schedule of Cover
- Claims where a report from local or national authority is not obtained stating that it was not acceptable for **You** to remain in **Your** booked accommodation
- Claims where the tour company is responsible
- Claims where the tour company has made alternative arrangements

## Section 12 – Credit and Cash Card Fraud

**You** are covered for:

We will pay **You** up to the amount shown in the Policy Schedule of Cover for loss suffered solely as a result of any credit or cash card for which **You** are responsible, being lost or stolen and/or fraudulently used outside Ireland, by any person other than **You** or a Close Relative or **Your** Travelling Companion.

## Section 12 – Exclusions

In addition to the General Exclusions **You** are not covered for:

- The Excess as shown in the Policy Schedule of Cover
- Claims where **You** can or could have recovered **Your** losses from any other source
- Claims where the reporting of credit or cash card loss procedures have not been followed
- Any costs incurred in the replacement or return of the lost or stolen card
- Claims occurring outside of 31 days from the date of return to **Your** normal country of residence

## Section 13 – Winter Sports

**You** are covered for:

### 13(a) Inability to Ski

The cover includes financial loss **You** suffer concerning deposits or payments **You** have made (or have contracted to pay) for **Your** ski pack that **You** cannot recover if **You** have to register a claim under Section 1 - Cancellation and Curtailment.

OR

#### Ski Hire

If **You** are certified by a qualified medical practitioner at a ski resort as being unable to ski as a direct result of injury or sudden and unforeseen illness occurring during the Trip, a proportionate refund in respect of charges for **Your** unused ski-pack up to the limit shown on **Your** Schedule of Cover is provided under Inability to Ski cover.

### 13(b) Skis, Ski Equipment & Ski Pass

The cover under Section 3.1(a) is extended to apply to damage to, and loss or theft of, skis (including bindings) and Ski Equipment belonging or hired to **You**, up to the amount shown on **Your** Schedule of Cover per Insured Person. Skis and Ski Equipment are covered against damage or loss whilst in use. Skis are covered when locked to a roof rack, which is itself locked to the roof of a vehicle. Cover under Section 3.1(f) is extended to include **Your** ski pass.

## Conditions applicable to Section 13(b)

Our liability for Ski Equipment owned or hired by **You** shall be further limited as follows:  
The maximum payment for any Single Item:

#### Age of item

Up to 1 year old -	90% of purchase price
Up to 2 years old -	70% of purchase price
Up to 3 years old -	50% of purchase price
Up to 4 years old -	30% of purchase price
Up to 5 years old -	20% of purchase price
Over 5 years old -	Nil payment

Our liability for Ski Equipment hired by **You** shall be further limited to the Insured Persons liability for such loss or damage.

### 13(c) Piste Closure

If, due to lack of snow in the pre-booked resort, there is a total closure of the lift system and it is not possible to ski for a period in excess of 12 hours, **We** will either pay **You** an amount not exceeding the amount shown on **Your** Schedule of Cover per day to enable **You** to travel to another resort, or a benefit of the amount shown on **Your** Schedule of Cover per day where no alternative resort is available. A written report must be obtained from the resort officials to confirm these events.

### 13(d) Avalanche or Landslide

We will pay up to the amount shown on **Your** Schedule of Cover per Insured Person per day, in order to reimburse **You** for reasonable extra accommodation and travel expenses **You** have to pay if scheduled public transport services are cancelled or curtailed following avalanches or landslides.

## Conditions applicable to Winter Sports

(See also General Conditions)

- For claims in respect of unused ski pack/ski hire due to Illness/Bodily Injury a certificate from the attending doctor must be obtained.
- Off-Piste

For **You** protection, and to ensure continuity of the insurance cover, **We** have drawn up the following guidelines:

- **You** must observe the rules of the resort or area. If in doubt, **You** should follow the advice of the local guides or instructors.
- Where off-piste is only allowed in the company of a guide, the guide's advice should be strictly followed.
- If **You** are inexperienced, **You** should not go off-piste except under the supervision of a guide.
- **You** must exercise common sense and follow sensible local practices.
- This Policy is only valid in respect of winter sports, for trips taken outside Ireland during the published ski season for your resort.

## Section 13 Exclusions

In addition to the General Exclusions **You** are not covered for:

- Claims arising from closure of the Winter Sports lift system due to avalanches or dangerously high winds

## Section 14 Flight Cancellation

This section is an optional extra please call MAPFRE on 091 560655 to purchase this cover  
**Any purchase must be made with 30 days of policy inception.**

**You** are covered for:

We will pay **You**, up to the amount shown in the Policy Schedule for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching **Your** overseas destination and/or in returning to Ireland as a result of the flight on which **You** were booked to travel being cancelled, or delayed for more than 24 hours and **You** choose to make other travel arrangements for **Your** Trip because the alternative transport offered by the airline was not within 24 hours of **Your** original scheduled departure time. The amount payable will be calculated after deduction of the amount of the refund on **Your** ticket(s) together with any compensation from the airline. **You** may claim only under Section 14 or Section 4 for the same event not both.

Conditions applicable to Section 14 (See also General Conditions)

- **You** must check in according to the itinerary supplied to **You**.
- **You** must get written confirmation from the airline (or their handling agents) of the cancellation or number of hours delay and the reason for these together with details of any alternative transport offered.
- **You** must comply with the terms of contract of the airline and seek financial compensation, assistance or a refund of **Your** ticket(s) from them in accordance with such terms and/or (where applicable) **Your** rights under EU Air Passenger Rights legislation in the event of cancellation or long delay of flights. Details of **Your** rights can be downloaded from: [http://europa.eu.int/comm/transport/air/rights/index\\_en.htm](http://europa.eu.int/comm/transport/air/rights/index_en.htm)

## Section 14 Exclusions

In addition to the General Exclusions **You** are not covered for:

- The Excess as shown in the Policy Schedule.
- The cost of recoverable airport charges and levies.
- Claims arising directly or indirectly from:
  - a) Strike, industrial action or air traffic control existing or being publicly announced by the date **You** purchased this insurance or at the time of booking any Trip whichever is the later.
  - b) An aircraft being withdrawn from service (temporary or otherwise) on the recommendation of the Irish Aviation Authority or any similar body in any country.
  - c) Denied boarding due to **Your** drug use, alcohol or solvent abuse or **Your** inability to provide a valid passport, visa or other documentation required by the airline operator or their handling agents.
- Any costs incurred by **You** which are recoverable from the airline or for which **You** receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
- Any accommodation costs, charges and expenses where the airline has offered alternative travel arrangements within 24 hours of **Your** original scheduled departure time.
- Any costs which **You** would have expected to pay during **Your** Trip.
- Anything mentioned in the general exclusions on pages (82) & (83).

## Section 15 Cruise Connection

This section is an optional extra please call MAPFRE on 091 560655 to purchase this cover

**Any purchase must be made with 30 days of policy inception.**

**You** are covered for:

We will pay **You** up to the amount shown in the Schedule of Cover for reasonable additional onward travel expenses and accommodation (room only) necessarily incurred in reaching the next available embarkation point of **Your** Cruise itinerary if **You** fail to arrive at the original embarkation point in time to board **Your** Cruise Ship on which **You** are booked to travel, or **Your** failure to disembark at the original disembarkation place and time to reach **Your** international flight departure point, as a direct result of:

1. the failure of any scheduled Public Transport
2. the failure of **Your** booked Cruise Ship
3. strike, industrial action or adverse weather conditions.

Conditions applicable to Section 15 (See also General Conditions)

**You** must allow sufficient time for the scheduled Public Transport, Cruise Ship or other transport to arrive on schedule and to deliver **You** to **Your** embarkation point or International Departure point.

## Section 15 Exclusions

In addition to the General Exclusions **You** are not covered for:

- The Excess as shown in the Schedule of Cover.
- Claims arising directly or indirectly from:
  - a) Strike or industrial action or air traffic control delay existing or publicly announced by the date **You** purchased this insurance or at the time of booking any Trip.
  - b) Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Irish Aviation Authority or a Port Authority or any similar body in any country.
- Additional expenses where the scheduled Public Transport operator has offered reasonable alternative travel arrangements.
- Any delay caused by quarantine on the Cruise Ship due to contagious disease.
- Anything mentioned in the general exclusions on pages (82) & (83).

## Section 16 Wedding/Civil Partnership Cover

This section is an optional extra please call MAPFRE on 091 560655 to purchase this cover

**Any purchase must be made with 30 days of policy inception.**

Special Definitions (**which are shown in bold**)

**You/Your/Insured Person/Insured Couple** – means the couple travelling abroad to be married/entered into a civil partnership whose names appear in the certificate of insurance.

**Wedding/civil partnership attire** – means dress, suits, shoes and other accessories bought specially for the wedding/civil partnership and make-up, hair styling and flowers paid for or purchased for the wedding/civil partnership forming part of **Your** Personal Luggage.

**You** are covered for:

- We will pay up to the amounts shown in the Schedule of Cover for the accidental loss of, theft of or damage to the items shown below forming part of **Your** Personal Luggage:
  - a) for each wedding/civil partnership ring taken or purchased on the Trip for each Insured Person.
  - b) for wedding/civil partnership gifts taken or purchased on the Trip for the Insured Couple.
  - c) for **Your** wedding/civil partnership attire which is specifically to be worn by **You** on **Your** wedding/civil partnership day.
- The maximum payment for any Single Item is shown in the Schedule of Cover.
- The amount payable will be the value at today's prices less a deduction for wear tear and depreciation, (or **We** may at Our option replace, reinstate or repair the lost or damaged Personal Luggage).
- We will pay the Insured Couple up to €300 for the reasonable additional costs incurred to reprint/make a copy of or retake the photographs/video recordings either at a later date during the Trip or at a venue in Ireland if:
  - a) the professional photographer who was booked to take the photographs/video recordings on **Your** wedding/civil partnership day is unable to fulfil such obligations due to Bodily Injury, illness or unavoidable and unforeseen transport problems, or
  - b) the photographs/video recordings of the wedding/civil partnership day taken by a professional photographer are lost, stolen or damaged within 14 days after the wedding/civil partnership day and whilst **You** are still at the holiday/honeymoon location.

**You** may claim only under one of either Section 16 - Wedding/Civil Partnership or Section 3 for the same event, not both.

Conditions applicable to Section 16 (See also General Conditions)

- **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all Personal Luggage.
- If **Your** Personal Luggage is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel **You** must report to them, in writing, details of the loss, theft or damage and obtain written confirmation.
- If **Your** Personal Luggage is lost, stolen or damaged whilst in the care of an airline **You** must:
  - a) obtain a Property Irregularity Report from the airline.
  - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
  - c) retain all travel tickets and tags for submission if a claim is to be made under this policy.
- Receipts for items lost, stolen or damaged or proof of ownership should be retained as these will help **You** to substantiate **Your** claim.

## Section 16 Exclusions

In addition to the General Exclusions **You** are not covered for:

- The Excess as shown in the Schedule of Cover.
- Loss, theft of or damage to Valuables left Unattended at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe or safety deposit box.
- Loss, theft of or damage to Personal Luggage left Unattended at any time or contained in an Unattended vehicle:
  - a) at any time between 9pm and 8am (local time) or
  - b) at any time between 8am and 9pm (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle confirmed by a police report.
- Loss or damage due to delay, confiscation or detention by customs or other authority.
- Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, mobile telephones or telecommunications equipment of any kind, deeds, manuscripts, securities, perishable goods, surfboards/sailboards, bicycles, marine equipment or craft or
- any related equipment or fittings of any kind, Ski Equipment and damage to suit cases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
- Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
- Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
- Loss, theft of or damage to business goods, samples, tools of trade, motor accessories and other Items used in connection with **Your** employment or occupation.
- Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown or liquid damage.
- Anything mentioned in the general exclusions on pages (82) & (83).



## Section 17 Golf Cover

This section is an optional extra please call MAPFRE on 091 560655 to purchase this cover

**Any purchase must be made with 30 days of policy inception.**

### Golf Equipment:

**You** are covered for:

We will pay **You** up to the amount as shown in the Schedule of Cover for loss, theft, or damage to **Your** Golf Equipment. The amount payable will be at today's prices less a deduction for wear tear and depreciation (calculated from the table below), or **We** may at Our option replace, reinstate or repair the lost or damaged Golf Equipment. The maximum **We** will pay for any Single Item is shown in the Schedule of Cover.

Age of Item Amount Payable

Up to 1 year old – 90% of purchase price

Up to 2 years old – 70% of purchase price

Up to 3 years old – 50% of purchase price

Up to 4 years old – 30% of purchase price

Up to 5 years old – 20% of purchase price

Over 5 years old – No payment

### Golf Equipment Hire:

**You** are covered for:

We will pay **You** up to the amount as shown in the Schedule of Cover for each 24 hour period, for the cost of necessary hire of Golf Equipment following:

- a) accidental loss of, theft of or damage to **Your** Golf Equipment; or
- b) the temporary loss in transit during the outward journey for at least 24 hours of **Your** Golf Equipment.

### Green Fees:

**You** are covered for:

We will pay **You** up to the amount shown in the Schedule of Cover, for the proportionate value of any non-refundable, pre-paid green fees, Golf Equipment hire or tuition fee necessarily unused due to the following:

- a) **Your** Bodily Injury or illness, or
- b) The loss or theft of **Your** pre-booked and pre-paid documentation which prevents **Your** participation in the pre-paid golfing activity.
- c) The closure due to adverse weather conditions of the golf course.

### Conditions applicable to Section 17 (See also General Conditions)

- **You** must report to the police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss or theft of all Golf Equipment. A Holiday Representatives Report is not sufficient.
- If Golf Equipment is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel **You** must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If Golf Equipment is lost, stolen or damaged whilst in the care of an airline **You** must:

- a) obtain a Property Irregularity Report from the airline.
- b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
- c) retain all travel tickets and tags for submission if a claim is to be made under this policy.
- If **Your** Golf Equipment is temporarily lost in transit **You** must obtain written confirmation from the carrier as to the exact nature and length of time temporarily lost.
- For items damaged whilst on **Your** Trip **You** must obtain an official report from an appropriate retailer confirming the item is damaged and beyond repair.
- Receipts for items lost, stolen or damaged or proof of ownership should be retained as these will help **You** to substantiate **Your** claim.
- For claims as a result of **Your** Bodily Injury or Illness **You** must obtain a report substantiating **Your** medical Condition, it's occurrence and **Your** inability to play golf from the treating doctor.
- **You** must obtain written confirmation from the golf club of the time(s) and date(s) of the golf course closure due to adverse weather conditions.

## Section 17 Exclusions

In addition to the General Exclusions **You** are not covered for:

- The Excess as shown in the Schedule of Cover.
- Loss, theft or damage to Golf Equipment left Unattended at any time or contained in or stolen from an Unattended vehicle:
  - a) at any time between 9pm and 8am (local time) or
  - b) at any time between 8am and 9pm (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot, locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle confirmed by a police report.
- Loss or damage due to delay, confiscation or detention by customs or other authority.
- Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
- Claims arising for loss, theft or damage of Golf Equipment carried on a vehicle roof rack.
- Claims arising from damage caused by leakage of powder or liquid carried within personal effects or Personal Luggage
- Pre-Existing Medical Conditions unless **You** have declared these to Us and **We** have informed **You** that **we** have accepted them for insurance cover.
- Anything mentioned in the general exclusions on pages (82) & (83).

## Section 18 Business Cover

This section is an optional extra please call MAPFRE on 091 560655 to purchase this cover

**Any purchase must be made with 30 days of policy inception.**

**You** are covered for:

1. In addition to the cover provided under Section 3 – Personal Luggage **We** will pay **You** up to the amount shown in the Policy Schedule for the accidental loss of, theft of or damage to Business Equipment occurring during the Period of Insurance. The amount payable will be the current market value, which takes into account a deduction for wear tear and depreciation, (or **We** may at Our option replace, reinstate or repair the lost or damaged Business Equipment).

2. **We** will also pay reasonable additional accommodation and travelling expenses incurred in arranging for a colleague or business associate to take **Your** place on a pre-arranged Business Trip in the event that:

a) **You** die.

b) **You** are unable to make the Business Trip due to **You** being hospitalised or totally disabled as confirmed in writing by a Medical Practitioner.

c) **Your** Close Relative or Close Business Associate in Ireland dies, is seriously injured or falls seriously ill.

Conditions applicable to Section 18 (See also General Conditions)

- **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all Business Equipment.
- Receipts for items lost, stolen or damaged or proof of ownership should be retained as these will help **You** to substantiate **Your** claim.

## Section 18 Exclusions

In addition to the General Exclusions **You** are not covered for:

1. In respect of Cover 1 above:

- The Excess as shown in the Policy Schedule.
- Loss, theft or damage to Business Equipment left Unattended at any time or contained in or stolen from an Unattended vehicle:
  - i) at any time between 9pm and 8am (local time) or
  - ii) at any time between 8am and 9pm (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle is confirmed by a police report.
- Loss or damage due to delay, confiscation or detention by customs or other authority
- Wear and tear, depreciation, deterioration or loss or damage by atmospheric or climatic conditions by moth vermin by any process of cleaning, repairing or restoring mechanical or electrical breakdown.
- Loss of, theft of or damage to films, tapes, cassettes, cartridges or discs other than for their value as unused materials unless purchased pre-recorded when **We** will pay up to the makers latest list price.

2. In respect of Cover 2 above:

- Additional costs under 2.b) above if **You** were totally disabled, hospitalised or **You** were on a waiting list to go into hospital at the time of arranging the Business Trip.
- Additional costs under 2. b) and c) above if **You** were aware of circumstances at the time of arranging the Business Trip which could reasonable have been expected to give rise to cancellation of the Business Trip.

In respect of Cover 1 and 2 above:

- Any loss or damage arising out of **You** engaging in manual work.
- Any financial loss, costs or expenses incurred arising from the interruption of **Your** business.
- Anything mentioned in the general exclusions on pages (82) & (83).

## Section 19 Hazardous Activities

### Hazardous Activities – Grade 1 (No additional charge)

**You** are covered under the Personal Accident and Medical Expenses Sections for the following activities automatically, provided that the activity is on an Incidental basis **You** do not need to contact your issuing agent.

- Archery (amateur)
- Badminton (amateur)
- Baseball (amateur)
- Basketball (amateur)
- Beach games
- Bungee jump (1)
- Camel/Elephant riding
- Canoeing (up to grade 3)
- Clay pigeon shooting
- Cricket
- Cycling (other than specified)
- Dinghy Sailing
- Fell walking
- Fencing
- Fishing
- Football
- GAA Football (amateur)
- Golf (amateur)
- Hiking (under 2,000 metres altitude)
- Hockey (amateur)
- Horse riding (up to 7 days)
- Ice skating (rink only)
- Irish Dancing
- Jet boating
- Jet ski-ing
- Jogging
- Manual Work – Non incidental (bar and restaurant, waitress, waiter, chalet, maids, au pair and nanny's and occasional light manual work including retail work and fruit picking but excluding the use of power tools and machinery)
- Marathon running (amateur)
- Motorcycling up to 50cc (wearing a crash helmet, no racing)
- Netball (amateur)
- Non manual work (including professional administrative or clerical duties only)
- Orienteering
- Outwardbound pursuits
- Paintballing
- Parascending (over water)
- Pony trekking
- Quad biking up to 50cc (wearing a helmet, no racing)
- Racquetball
- Rambling
- River canoeing (up to grade 3)
- Roller skating
- Roller blading Rounders
- Rowing
- Running – sprint/long distance (amateur)
- Safari (Ireland/UK organised)Sail boarding
- Sailing within territorial waters

- Scuba diving\* down to 30 metres if qualified and not diving alone or accompanied by a qualified instructor (see notes below)
- Skate boarding Snorkelling
- Squash (amateur)
- Surfing (amateur)
- Tennis (amateur)
- Tour Operator Safari
- Track events
- Trekking (under 2,000 metres altitude)
- Volleyball (amateur)
- War games
- Water polo (amateur)
- Water skiing (amateur)
- White water rafting (grade 1 to 3)
- Windsurfing (amateur)
- Yachting (racing/crewing inside territorial waters)

\* Scuba diving – scuba diving to the following depths. Provided **You** are diving under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guidelines of the relevant diving or training agency or organization and not diving alone:

PADI Open Water – 18 metres

PADI Advanced Open Water – 30 metres\*\*

BSAC Ocean Diver – 20 metres

BSAC Sports Diver – 30 metres\*\*

BSAC Dive Leader – 30 metres\*\*

We must agree with any equivalent qualification. If **You** do not hold a qualification, **We** will only cover **You** to dive to a depth of 18 metres. **You** will not be covered under this policy if **You** travel by air within 24 hours after participating in Scuba Diving.

\*\* For the purposes of diving under Hazardous Activities Grade

# Data Protection

## Data Protection

We will need to obtain personal information from you to provide you with the policy of insurance. This means any information obtained from you in connection with this policy provided to you by us (or our subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation.

We use your personal data in the following ways:

- to provide you with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to our agents who provide services on your behalf under the policy;
- to confirm, maintain, update and improve our customer records;
- to identify and market products and services that may be of interest to you, (subject to your prior consent);
- to analyse and develop our relationship with you;
- to help in processing any applications you may make;
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by us and/or any sectorial organisation in Europe.

Where you have given your consent, we may share some of your personal information with our partner companies or companies within our group so that they can provide you with information about other products, services and promotions that may be of interest to you by letter, telephone, SMS or e-mail.

We will only disclose your personal information to third parties if:

- it is necessary for the performance of your policy of insurance with us;
- you have given your consent, including marketing consent; or
- such disclosure is required or permitted by law.

You can change your mind about your marketing consent at any time by contacting our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway.

Or email: [DPO.IRELAND@MAPFRE.com](mailto:DPO.IRELAND@MAPFRE.com)

We disclose your personal information to third parties where:

- it is necessary for the performance of your insurance policy;
- if you have given your consent; or
- if such disclosure is required or permitted by law.

We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

Some of the personal information required from you is sensitive information such as details of any current or past medical conditions for you and your fellow travellers on the policy. This is a 'special category of information' under Data Protection legislation. We will not use sensitive information about you except for the specific purpose for which you provide it including enabling us to quote for your policy cover, to confirm policy cover and to provide the services described in the policy. You must ensure that you only provide sensitive information about other people identified on the insurance policy where you have their consent or the legal right to disclose their personal information, including their sensitive personal information.

To assist with fraud prevention and detection we may:

- share information about you across our group, with other insurers and, where we are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies
- pass your details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers

• check your details with fraud prevention agencies and, if you give us false or inaccurate information and we suspect fraud, we will record this with the fraud

prevention agency and other organisations may also use and search these records to:

- a) help make decisions about credit and credit related services for you and members of your household;
- b) help make decisions on motor, household, credit, life and other insurance proposals and claims for you and members of your household;
- c) trace debtors, recover debt, prevent fraud and to manage your insurance policies;
- d) check your identity to prevent money laundering;
- e) undertake credit searches and additional fraud searches.

You are entitled on request to receive a copy of the personal information we hold about you. This will be information that you have given us during your policy. We do not hold any information relating to your credit status. If you would like a copy of your information, please contact our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway. Or email: [DPO.IRELAND@MAPFRE.com](mailto:DPO.IRELAND@MAPFRE.com)

We are hereby released from any liability for any claim if you refuse disclosure of the data to a third party, which in turn prevents us from providing cover under this policy.

You agree we will store the Personal Data according to Data Protection legislation.

You agree that if you travel outside the European Economic Area ("EEA"), it may be necessary for us to transfer your data outside of the EEA in order to fulfil our obligations to you in the provision of the services under the terms of this policy. The fulfilment of our obligations may include sharing your data with our service providers whom we may engage to ensure the provision of those services to you. We undertake not to transfer your data outside of the EEA or share your data with our service providers for any other reason than the fulfilment of our obligations under the terms of this policy. You have provided your consent for such transfer and sharing of data. Further details of how data is shared outside the EEA can be found in our Privacy policy on our website.

We keep records of any transactions you enter with us or our partner companies for up to six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with our legal and regulatory requirements.

We may keep other personal information about you if it is necessary for us to do so to comply with the law.



# Claims Procedure

First, check the Section of this Policy to make sure that what You are claiming for is covered.

Then telephone Our Claims Helpline on **091 560655** to obtain a Claim Form, giving **Your** name and insurance reference number, and brief details of **Your** claim.

All claims must be submitted within 30 days of Your return Home from Your Trip on an original Claim Form, accompanied by original invoices, receipts, reports, etc. Please refer to the relevant Section of this Policy for specific conditions and details of the supporting evidence that We require when making a claim.

Please remember that it is always advisable to retain copies of all documents when submitting **Your** Claim Form.

To obtain a Claim Form please contact:

**Wrightway Home Prime Travel Insurance' on Phone: 091 560655**

To obtain a claim form in respect of claims made under Section 9 of this Policy please contact:

**Arc Legal Assistance**

**Lodge House**

**Lodge Lane**

**Langham**

**Colchester**

**CO4 5NE**

**England**

**The telephone number to call is +44 (0)844 770 9000.**

**Please note, to register a new claim or to query an existing claim, please call Monday-Friday 9am – 5pm.**

An Emergency Assistance Line is open 24 hours a day, 365 days a year.

*All telephone calls may be recorded and/or monitored.*

## **PLEASE NOTE**

**As the circumstances of different claims are not the same it may be necessary for Us to request additional information / documentation in respect of a claim along with the details given below.**

Depending on the type of claim, please complete (in full) the relevant Claim Form and forward it together with all accompanying documentation required on **Your** Claim to MAPFRE ASSISTANCE Agency Ireland. For **Your** convenience, some of the additional information/documentation that may be required are outlined below:

### **Personal Luggage**

Forward full particulars of property lost or damaged, including bills/invoices to support values or paid invoices for the cost of repairs. For loss or theft claims, a police report / airline property irregularity report must also be forwarded.

### **Money**

Forward full details together with the Police Report and substantiation of the ownership of the **money**.

### **Medical**

Forward details of Illness or Bodily Injury together with original receipts and medical reports confirming the condition for which treatment was sought expenses incurred abroad.

### **Cancellation**

Provide the reason for cancellation supported by the booking invoice (from the tour operator) cancellation invoice (from the tour operator) and medical certificate / death certificate where appropriate.

### **Curtailement**

Provide original booking invoice from the tour operator, original flight tickets and/or new flight tickets, confirmation of the necessity to curtail the Trip from the treating doctor or relevant medical certificate in respect of the person giving rise to the claim and receipts for the additional expenses incurred.

### **Personal Accident**

Forward full details of accident or Bodily Injury.

### **Public Liability**

See conditions under the relevant Sections contained in this Policy.

### **Delay/Missed Departure/Abandonment**

Forward written confirmation of the cancellation or the duration of the delay along with the cause of the delay from the relevant carrier.

### **Legal Expenses**

Forward full details of accident or Bodily Injury.

Wrightway Underwriting Ltd is regulated by the Central Bank of Ireland.

## Part One

Underwritten by Lloyd's Insurance Company S.A.

is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

Website address: [www.lloyds.com/brussels](http://www.lloyds.com/brussels)

E-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com)

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

## Part Two a) & b) and c)

Underwritten by MAPFRE ASISTENCIA COMPANIA INTERNACIONAL DE SEGUROS Y REASEGUROS, S.A trading as MAPFRE ASSISTANCE Agency Ireland

Authorised by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda, Spain.

Is Regulated by the Central Bank of Ireland for conduct of business rules.

MAPFRE ASSISTANCE Agency Ireland having its registered office at  
Ireland Assist House,  
22-26 Prospect Hill,  
Galway, Ireland.  
(Registration Number 903874)

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