



**KIDD**

HOLIDAY HOME



**ZURICH**<sup>®</sup>

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# Welcome

Your Holiday Home Insurance contract consists of three documents, as listed below. These documents should be read as if they are one document. Please read them carefully and keep them in a safe place. If they do not meet your requirements or if you have any queries regarding the cover or terms and conditions, please contact your insurance broker or us.

## **The policy booklet**

This booklet which details the extent of cover for each of the sections chosen by you and the policy conditions and exceptions.

We would draw your attention specifically to the 'What is not insured' and the 'Policy Exceptions' sections of the Policy which set out what is not covered, and also the Retention Amount section in the Buildings Section (Section 1) of the Policy.

## **The schedule**

Which includes details of the risk address, operative sections and endorsements, the sums insured and the period of insurance.

## **The Statement of Facts**

The statement of facts is a precise record of the information which you or anyone on your behalf provided to us about your risk. We have relied upon the information in the statement of facts when deciding whether to accept this insurance, what terms to apply to it and the premium to charge.

## **The Contract of Insurance**

This Policy which has been arranged by Arachas is a contract between **you** and **us**.

**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.

Under the relevant European and Irish Legal provisions, the parties to this contract of insurance, we, Zurich Insurance Europe AG and you, the Insured, are free to choose the law applicable to the contract. We propose that this contract is governed by Irish Law.

For and on behalf of Zurich Insurance Europe AG ('Zurich').

# Emergency Assistance

When the unexpected happens, it's reassuring to know that help is at hand when you need it – that you can talk to someone who will be able to give you advice and assistance immediately.

## **Emergency Helpline**

Zurich, in conjunction with our assistance company, provide an Emergency Helpline, to ensure that customers get the reassurance they need.

## **Getting your holiday home back in order**

Whether it's a case of burst pipes, a leaking roof or lock replacements, our experienced staff will offer you immediate assistance, day or night.

- You will be required to pay a call out fee to the relevant contractor. The contractor must provide you with a receipt.
- If work is required other than that which is catered for by payment of the call out fee, the contractor must provide you with a written estimate and an explanation of the work to be carried out.
- You are responsible for instructing the contractor to complete this work. Payment for this work must be collected directly from you. Please retain any damaged materials/goods in order to substantiate any future claim.
- You can claim for the work completed by the contractor under your Holiday Home Insurance Policy.

Once we are satisfied that the damage/repairs are covered by your policy, we will reimburse you for the agreed amount less any policy excess.

- The advantages to you, our customer, are:
  - faster response to your emergency
  - specially negotiated rates for your repairs or replacement of your items even if the damage is not covered under your Policy
  - help and assistance at a traumatic time.

As a Zurich customer you can avail of our 24 hour, 365 day helpline, by dialling **0818 208 408**.

Our experienced staff will ensure that your emergency is taken care of quickly and efficiently.

# Underinsurance

## **Protecting your holiday home and contents**

To safeguard your financial interest in your property you must insure the full reinstatement value of your buildings and contents. Failure to do so may result in your claim settlement being reduced. Please see the 'Settlement of claims' section under Sections 1 and 2 of this policy.

Each year prior to renewal of your annual policy you should review the amount for which you have insured your buildings and contents and inform us, prior to renewal, of any changes. For example, if home improvements have been carried out, such as the building of an extension or the conversion of the attic, or if you have purchased additional contents, the sums insured should be increased to reflect this.

# Making a Claim

## What you should do

First, check your insurance Policy to see if the incident that has occurred is covered by your Policy.

If it is, then please dial **0818 208 408**. We will take details of your claim and can arrange for a contractor to call out to your holiday 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 for some of them from our approved suppliers. To access information regarding an existing claim, simply dial **0818 208 408** (24 hours, 365 days a year).

## Claims Notification Period

Please note that unless otherwise stated in this Policy all claims must be notified to Zurich within 30 days at the latest of the occurrence of the relevant event or cause (as the case may be) giving rise to the claim.

However, please refer to the Policy Conditions section of this document and familiarise yourself with your specific obligations when notifying a claim, as failure to comply could result in your claim being refused, where we are prejudiced.

# Meaning of words

Certain words in the Policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section. To help **you** identify these words in the Policy **we** have printed them in bold throughout.

## Bodily injury

Death, injury, illness or disease.

## Buildings

The **holiday home**, landlord's fixtures and fittings on or in the **holiday home**, walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts and swimming pools, all at the situation of the **premises** shown in the schedule.

## Contents

**Household** goods, personal belongings (including **valuable property**), collections of stamps, coins or medals up to €260, radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €650) on or in the **holiday home**, all belonging to or the legal responsibility of **you** or a member of your **household**.

The following property is not included as **contents**:

- Motor vehicles including any mechanically propelled vehicles which includes e-scooters and e-bikes (other than mechanically propelled lawnmowers used for domestic purposes), caravans, trailers, aircraft, watercraft (other than rubber dinghies, canoes, sail boards and surf boards), hovercraft, or parts or accessories normally on or in any of them.
- Landlord's fixtures and fittings.
- Any living creature.
- Property owned or held in trust in connection with any business, profession or trade.
- **Credit Cards** or **Money** of any kind.
- Deeds (except as provided under paragraph 21), bonds, bills of exchange, securities, documents, manuscripts.
- Property more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses or reduces the claim, or the sum insured is inadequate on a specified item.

<b>Credit cards</b>	Credit, cheque, bankers or cash dispensing cards.
<b>Excess</b>	The monetary amount of any claim which is not insured. This amount is shown in the relevant paragraphs of the Policy or in the schedule.
<b>Family</b>	Your relatives (including your partner and all children) who normally live in the <b>holiday home</b> .
<b>Flood</b>	(a) the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam  or  (b) inundation from the sea whether resulting from storm or otherwise.
<b>Geographical limits</b>	The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.
<b>Ground heave</b>	The upwards expansion of the ground resulting in damage to the building foundations.
<b>Holiday Home</b>	The private dwelling, garage and out <b>buildings</b> used for domestic purposes only, all at the situation of the <b>premises</b> shown in the schedule.
<b>Household</b>	Your <b>family</b> and domestic staff residing in the <b>holiday home</b> .
<b>Money</b>	Cash, cheques, postal orders, bankers drafts, travel tickets, savings stamps and certificates, premium bonds, current postage stamps, gift tokens, luncheon vouchers, trading stamps and telephone call cards all held for social or domestic purposes.
<b>Premises</b>	The <b>buildings</b> and the land within the boundaries belonging to them.
<b>Settlement</b>	The vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the weight of the building.
<b>Subsidence</b>	The downward movement within the ground independent of the building load.
<b>Unfurnished</b>	Without sufficient furniture and furnishings for normal living purposes.
<b>Unoccupied</b>	Not stayed in overnight by a member of your <b>household</b> or any other person authorised by <b>you</b> .
<b>Valuable property</b>	Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, paintings, works of art, curios, antiques, furs, musical instruments.
<b>We or us</b>	Zurich Insurance Europe AG.
<b>You</b>	The person or people shown in the schedule as the Insured.

# Section 1 – Buildings

## The cover

What Is Insured	What Is Not Insured
<p>The <b>buildings</b> are insured against damage caused by the events in paragraphs 1 to 20</p>	
<p>1. Fire, lightning, explosion, smoke or earthquake.</p>	<p>Loss or damage due to any gradually operating cause.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>2. Storm or <b>flood</b>.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by frost, <b>subsidence</b>, <b>ground heave</b> or landslip other than as provided for in Section 1, paragraph 3 below</li> <li>• to gates, fences or hedges</li> <li>• due to wear and tear or gradual deterioration</li> <li>• to roofs built with torch-on felt which are more than ten years old or other felt over five years old.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>3. <b>Subsidence</b> or <b>groundheave</b> of the site on which the <b>buildings</b> stand or landslip.</p>	<p>Loss or damage in respect of purpose built or converted apartment blocks.</p> <p>Loss or damage:</p> <p>caused by <b>settlement</b> due to building load, bedding down, coastal, lake or river erosion, structural alteration or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials</p> <p>caused by building on made-up ground or filled-in land, walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts, swimming pools unless liability is admitted under the policy for damage to the <b>holiday home</b> from the same cause occurring at the same time</p> <p>to floor slabs unless liability is admitted under the policy for damage to the walls of the <b>holiday home</b> from the same cause occurring at the same time</p> <p>associated with such causes arising prior to payment of premiums for the period of insurance in which a claim may arise</p> <p>if any part of the <b>buildings</b> suffered previous damage by <b>subsidence</b>, <b>ground heave</b> or landslip unless same has been disclosed to and accepted by <b>us</b>.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>

What Is Insured	What Is Not Insured
4. Stealing or attempted stealing.	<p>Loss or damage while any part of the <b>holiday home</b> is lent, let or sub-let, unless entry to or exit from the <b>holiday home</b> is made using violence and force.</p> <p>Loss or damage caused after the <b>holiday home</b> is left <b>unfurnished</b>.</p> <p>Loss or damage caused by a member of the <b>household</b>.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
5. Riots, civil, labour or political disturbance.	<p>Loss or damage caused after the <b>holiday home</b> is left <b>unfurnished</b>.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
6. Vandals or Malicious people.	<p>Loss or damage caused by someone lawfully on the <b>premises</b>.</p> <p>Loss or damage caused by any modifications to the <b>premises</b>.</p> <p>Loss or damage caused after the <b>holiday home</b> is left <b>unfurnished</b>.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
7. Escape of water from or the bursting of any fixed domestic water or heating installation.	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by <b>subsidence, ground heave</b> or landslip</li> <li>• caused after the <b>holiday home</b> is left <b>unfurnished</b></li> <li>• to any fixed domestic water installation, heating 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>• due to wear &amp; tear, rust, or gradual deterioration.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
8. Escape of oil from any fixed domestic heating installation.	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused after the <b>holiday home</b> is left <b>unfurnished</b></li> <li>• to any fixed domestic heating installation from which the oil escapes</li> <li>• due to wear &amp; tear, rust, or gradual deterioration.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
9. Collision with the <b>buildings</b> , by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	<p>Loss or damage caused by your pets.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>



What Is Insured	What Is Not Insured
<p>10. Falling trees or branches.</p>	<p>Loss or damage</p> <ul style="list-style-type: none"> <li>• to gates, fences or hedges</li> <li>• caused by felling or lopping of trees</li> <li>• <b>we</b> will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the <b>buildings</b>.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>11. Breakage or collapse of fixed television aerials, fixed satellite dishes and their fittings and masts.</p>	<p>Loss or damage to radio and television aerials, satellite dishes, their fittings and masts.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>12. The cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of replacing frames)</li> <li>• solar panels</li> <li>• sanitary ware</li> <li>• ceramic hobs.</li> </ul> <p>all forming part of the <b>buildings</b>.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• after the <b>holiday home</b> is left <b>unfurnished</b></li> <li>• by wilful or malicious persons lawfully on the <b>premises</b>.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>13. Accidental damage to cables, underground pipes, or underground tanks servicing the <b>holiday home</b>, that <b>you</b> are legally responsible for.</p> <p>The most <b>we</b> will pay is €1,000.</p>	<p>Loss or damage due to wear, tear, rust or gradual deterioration.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage. Where the loss or damage results in <b>subsidence</b> or <b>ground heave</b> to the <b>buildings</b> which is a direct consequence of the accidental damage to cables, underground pipes or underground tanks servicing the <b>holiday home</b>, the <b>subsidence excess</b> will apply.</p>
<p>14. The cost of breaking into and repairing the pipe between the main sewer and the <b>holiday home</b> following the blockage of the pipe.</p> <p>The most <b>we</b> will pay is €2,000.</p>	<p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>15. If the <b>holiday home</b> is made uninhabitable by damage from any cause insured by this section <b>we</b> will pay for:</p> <p>the reasonable extra cost of comparable alternative accommodation (including kennelling of pets) if <b>you</b> occupy the <b>holidayhome</b></p> <p>the reasonable cost of temporary storage of furniture</p> <p>the reasonable extra cost of temporary accommodation for domestic pets</p> <p>but only during the period necessary to reinstate the <b>holiday home</b> to a habitable condition.</p> <p>The work of reinstatement or repair must be done without delay.</p> <p>The most <b>we</b> will pay under this paragraph is 10% of the sum insured shown in the schedule</p>	

What Is Insured	What Is Not Insured
<p>16. Any amounts which <b>you</b>, as owner of the <b>holiday home</b>, become legally liable to pay as compensation for an accident occurring during the period of insurance which causes <b>bodily injury</b> to a person or accidental loss of or damage to property.</p> <p>The most <b>we</b> will pay for any claim or claims arising from one event is €2,600,000 plus costs agreed by <b>us</b> in writing.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• an agreement which imposes a liability which <b>you</b> would not otherwise have been under</li> <li>• any wilful, malicious, deliberate or reckless act committed by anybody staying in the <b>holiday home</b>,</li> <li>• the occupation of the <b>premises</b></li> <li>• any business, profession or trade.</li> </ul> <p>Liability for:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to a member of your <b>household</b></li> <li>• <b>bodily injury</b> to a person under a contract of service or apprenticeship with <b>you</b> or a member of your <b>family</b></li> <li>• loss of or damage to property owned or held in trust by or in the custody or control of <b>you</b> or a member of your <b>household</b>.</li> </ul>
<p>17. Fire brigade charges.</p> <p>Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the <b>buildings</b> in circumstances which have given rise to a valid claim under this policy.</p> <p>The most <b>we</b> will pay is €2,000 for <b>buildings</b> and/or <b>contents</b>.</p>	
<p>18. Trace and Access.</p> <p><b>We</b> will pay to remove or replace any part of the <b>buildings</b> necessary to repair any fixed domestic water or heating installation from which water or oil has escaped and has resulted in damage.</p> <p>The most <b>we</b> will pay is €1,000.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• to the item from which the escape occurred</li> <li>• caused after the <b>holiday home</b> is left <b>unfurnished</b></li> </ul>

## Extended accidental damage

### Endorsement A

Covered only if you have selected this extra insurance

What Is Insured	What Is Not Insured
<p>The <b>buildings</b> are insured against any accidental damage in addition to the events already specified under Section 1.</p>	<p>Loss or damage caused by chewing, scratching, tearing or fouling by your pets.</p> <p>Loss or damage caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, decorating, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown.</p> <p>Cost of general maintenance.</p> <p>Loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks.</p> <p>Any loss, damage or amount shown as not insured under any of the events specified under Section 1.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>

## Settling Claims

We will pay, at our option, the full cost of repair, or reinstatement as new, of the damaged part of the **buildings** provided that the work is done without delay or, at our option, we will arrange for the work to be carried out. However, this will be subject to the following:

### Retention Amount

Our priority is to provide financial support to customers throughout the claim process to ensure any repair/reinstatement work is completed as quickly as possible.

Where we opt to pay the costs of repair or reinstatement as above, we may:

- (a) release a proportion of the estimated cost of repair or reinstatement prior to completion of the work;
- (b) pay the balance (otherwise known as the “retained amount”) to **you** on completion of the work and on receipt of appropriate documentation validating the costs incurred by **you** for the repair or reinstatement work (including VAT invoices).

The retained amount will not exceed:

- (i) 5 per cent of the claim settlement amount in a case in which the claim settlement amount is less than €40,000; or
- (ii) 10 per cent of the claim settlement amount in a case in which the claim settlement amount is €40,000 or more.

### Underinsurance

Our liability for repair or reinstatement following insured loss or damage shall not exceed the sum insured on **buildings** at the time of loss or damage. To safeguard your financial interest in your property **you** must insure the full reinstatement value of your **buildings**, which should include due allowance for debris removal costs, architects, surveyors, consulting engineers and other fees necessarily incurred in the reinstatement of the property. Failure to do so will result in your claim settlement being reduced.

The **buildings** sum insured as stated in the schedule is subject to the following condition of average:

If the sum insured on **buildings** at the time of the insured loss or damage is less than the cost of rebuilding as new all the **buildings** (including fees as above) covered by this policy and such difference is greater than 10% of the rebuilding cost as new, we will pay only that proportion of the loss or damage which the sum insured bears to the cost of rebuilding as new all the **buildings** covered by this policy.

### Wear and Tear

We will deduct an amount for wear and tear if the **buildings** are in a poor state of repair or decoration.

- If it is necessary to make a deduction for wear and tear, then for the purposes of determining whether or not there is underinsurance, the cost of rebuilding as new all the **buildings** covered by this policy less the deduction for wear and tear will be compared with your actual sum insured.
- We will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

If repair or reinstatement is not carried out (at the request of the insured, which request must be explained and reasonable) we will pay the reduction in market value resulting from the loss or damage, but only up to what it would have cost to rebuild or repair if such work had been carried out without delay.

The most we will pay under paragraphs 1 to 12 and Endorsement A, and ‘Additional Costs’ below is the sum insured by this section.

We will automatically reinstate the sum insured from the date of payment of any claim unless we have given **you** written notice to the contrary before payment.

### Additional Costs

We will pay the necessary and reasonable expenses that **you** incur with our consent in reinstating the **buildings** following loss or damage insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others agreed by us
- the cost of clearing the site and making it and the **holiday home** safe
- the cost of complying with any government or local authority requirements following loss or damage unless **you** were given notice of the requirements before the loss or damage occurred. Where **you** were not notified of any government or local authority requirements prior to the loss or damage occurring and such requirements increase the rebuilding as new cost, this increased cost will be disregarded for the purposes of determining whether or not the **buildings** are underinsured.

We will not pay:

- fees incurred by **you** for preparing a claim under this section
- costs in respect of undamaged parts of the **buildings** (except the foundations of the damaged parts).

### **Mortgagees clause**

The interest of the mortgagee shall not be prejudiced by any act or neglect by **you**, your **household** or any tenant that increases the danger of damage without the authority or knowledge of the mortgagee, provided that the mortgagee as soon as reasonably possible after becoming aware of the danger, shall give notice to **us** and pay an additional premium if required.

### **Index-linking**

**We** will adjust the sum insured in accordance with an appropriate index selected by **us**.

This adjustment of the sum insured will continue throughout each period of insurance, and will continue after any insured loss or damage if the required repairs or reinstatement are carried out without delay.

**We** will not charge any extra premium during the period of insurance but at the end of the period **we** will calculate the renewal premium on the revised sum insured.

### **Selling your holiday home**

If **you** are selling your **holiday home**, **we** will insure the buyer up to the date the contract is completed unless he/she has arranged his/her own insurance. The buyer must keep to the terms and conditions of the policy.

## Section 2 – Contents

### The cover

What Is Insured	What Is Not Insured
<p>The <b>contents</b> are insured while in the <b>holiday home</b> against loss or damage caused by the events in paragraphs 1 to 21.</p>	
<p>1. Fire, lightning, explosion, smoke, or earthquake.</p>	<p>Loss or damage due to any gradually operating cause.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>2. Storm or <b>flood</b>.</p>	<p>Loss or damage caused by</p> <ul style="list-style-type: none"> <li>• frost</li> <li>• or due to wear and tear or gradual deterioration.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>3. <b>Subsidence</b> or <b>ground heave</b> of the site on which the <b>buildings</b> stand or landslip.</p>	<p>Loss or damage in respect of purpose built or converted apartment blocks.</p> <p>Loss or damage:</p> <p>caused by <b>settlement</b> due to building load, bedding down, coastal lake or river erosion, construction, defective or inappropriate foundations and the use of faulty materials</p> <p>caused by building on made-up ground or filled-in land, unless liability is admitted under this or any other policy for damage to the <b>holiday home</b> from the same cause occurring at the same time</p> <p>to floor slabs unless liability is admitted under the policy for damage to the walls of the <b>holiday home</b> from the same cause occurring at the same time, associated with such causes arising prior to payment of premiums for the period of insurance in which a claim may arise.</p> <p>Loss or damage if any part of the <b>buildings</b> suffered previous damage by <b>subsidence</b>, <b>ground heave</b> or landslip unless same has been disclosed to and accepted by <b>us</b>.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>4. Stealing or attempted stealing.</p>	<p>Loss or damage while any part of the <b>holiday home</b> is lent, let or sub-let, unless entry to or exit from the <b>holiday home</b> is made using violence and force.</p> <p>Loss or damage caused after the <b>holiday home</b> is left <b>unfurnished</b>.</p> <p>Loss or damage caused by a member of your <b>household</b>.</p> <p>Any amount over €750 or 3% of the sum insured for <b>contents</b>, whichever is greater, within detached domestic outbuildings and garages.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>

What Is Insured	What Is Not Insured
5. Riot, civil, labour or political disturbance.	<p>Loss or damage caused after the <b>holiday home</b> is left <b>unfurnished</b>.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
6. Vandals or malicious people.	<p>Loss or damage caused by someone lawfully on the <b>premises</b>.</p> <p>Loss or damage caused after the <b>holiday home</b> is left <b>unfurnished</b>.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
7. Escape of water from or the bursting of any fixed domestic water or heating installation.	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by <b>subsidence, ground heave</b> or landslip</li> <li>• caused after the <b>holiday home</b> is left <b>unfurnished</b></li> <li>• to any fixed domestic water installation, heating 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>• due to wear &amp; tear, rust, or gradual deterioration.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
8. Escape of oil from any fixed domestic heating installation.	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused after the <b>holiday home</b> is left <b>unfurnished</b></li> <li>• to any fixed domestic heating installation from which the oil escapes</li> <li>• due to wear &amp; tear, rust, or gradual deterioration.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
9. Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	<p>Loss or damage caused by your pets.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
10. Falling trees or branches.	<p>Loss or Damage caused by felling or lopping of trees.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
11. Falling aerials, aerial fittings or masts.	<p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
12. Accidental breakage while in the <b>holiday home</b> of mirrors, plate glass tops to furniture, fixed glass in furniture or ceramic hobs.	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• after the <b>holiday home</b> is left <b>unfurnished</b></li> <li>• by wilful or malicious persons lawfully on the <b>premises</b>.</li> <li>• for the cost of repairing, removing or replacing frames.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>

What Is Insured	What Is Not Insured
<p>13. Accidental damage while in the <b>holiday home</b> to radios, televisions, (including satellite decoding equipment) other audio or video equipment and computer equipment.</p> <p>The most <b>we</b> will pay is €750.</p>	<p>Damage to equipment designed to be portable whilst it is being transported, carried or moved.</p> <p>Damage caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, mechanical or electrical faults or breakdown.</p> <p>Damage to records, audio, video or computer discs, tapes or cassettes.</p> <p>Damage to telephones or telephone equipment.</p> <p>Damage caused by computer viruses.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>14. Loss of:</p> <ul style="list-style-type: none"> <li>• oil from a domestic heating installation</li> <li>• metered water</li> </ul> <p>following accidental damage to the domestic water or heating installation.</p> <p>The most <b>we</b> will pay is €1,000.</p>	<p>Loss or damage due to wear and tear, rust or gradual deterioration of any water or oil apparatus or installation.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>15. The cost of replacing and fitting locks to outside doors, safes and alarms in the <b>holiday home</b> following theft of your keys.</p> <p>The most <b>we</b> will pay is €400.</p>	<p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>16. Liability to domestic employees.</p> <p>Any amounts which <b>you</b> or a member of your <b>family</b> become legally liable to pay as damages for <b>bodily injury</b> to your domestic employees (including chauffeurs, grooms, gardeners and temporary and occasional employees or any person carrying out repairs or decorations) directly employed by <b>you</b> or a member of your <b>family</b> in connection with your <b>holiday home</b>.</p> <p>The most <b>we</b> will pay for any one claim or number of claims arising from one cause is €2,600,000. (This includes all costs agreed by <b>us</b> in writing.)</p> <p>Where <b>we</b> agree to compensate more than one party then nothing in this policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.</p>	<p><b>Bodily injury</b> arising directly or indirectly from any vehicle used for racing, pace-making or speed racing.</p> <p><b>Bodily injury</b> to any person in the course of their duties, where employed by <b>you</b> or a member of your <b>family</b>, for the purposes of providing care unless advised to <b>us</b> and confirmed in writing by <b>us</b>.</p> <p><b>Bodily injury</b> arising directly or indirectly from any communicable disease or condition.</p> <p><b>Bodily injury</b> to your domestic employees for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.</p> <p><b>Bodily injury</b> to any member of your <b>family</b>.</p>



What Is Insured	What Is Not Insured
<p>17. Any amounts which <b>you</b> or a member of your <b>household</b> as:</p> <p>an occupier of the <b>holiday home</b></p> <p>become legally liable to pay as compensation for an accident occurring during the period of insurance which causes <b>bodily injury</b> to any person or loss of or damage to property.</p> <p>The most <b>we</b> will pay for any claim or claims arising from one event is €2,600,000 plus costs agreed by <b>us</b> in writing.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• an agreement which imposes a liability which <b>you</b> or a member of your <b>household</b> would not otherwise have been under</li> <li>• ownership of any land or building</li> <li>• any business, profession or trade</li> <li>• racing, hunting or playing polo</li> <li>• any willful, malicious, deliberate or reckless acts</li> <li>• the transmission of Human Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused</li> <li>• the transmission of any communicable disease, by <b>you</b> or a member of your <b>household</b>.</li> </ul> <p>Liability arising directly or indirectly from the ownership or use of:</p> <ul style="list-style-type: none"> <li>• aircraft and all forms of drones</li> <li>• mechanically propelled vehicles including e-bikes and e-scooters (except domestic garden implements used within the boundary of the <b>premises</b>, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control)</li> <li>• any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act</li> <li>• watercraft (except toys and models) sailboards or hovercraft</li> <li>• firearms (except shotguns or airguns used for sporting activities)</li> <li>• animals (except horses and pets which are normally domesticated in the Republic of Ireland).</li> </ul>
	<p>Liability arising directly or indirectly from the ownership, possession, use or control of:</p> <ul style="list-style-type: none"> <li>• dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations</li> <li>• horses is not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 or amendments thereto.</li> </ul>

What Is Insured	What Is Not Insured
	Liability for: <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to a member of your <b>household</b> or to a person under a contract of service or apprenticeship with <b>you</b> or a member of your <b>family</b></li> <li>• loss or damage to property owned or held in trust by or in the custody or control of <b>you</b> or a member of your <b>household</b>.</li> </ul>
<p>18. Fire brigade charges.</p> <p>Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the <b>contents</b> in circumstances which have given rise to a valid claim under this policy. The most <b>we</b> will pay is €2,000 for <b>buildings</b> and/or <b>contents</b>.</p>	
<p>19. <b>We</b> will pay €1,270 if <b>you</b> or your spouse die within 30 days as a result of outward and visible violence by burglars or by fire at the <b>premises</b> shown in the schedule.</p> <p>If more than one person (except <b>you</b> and your spouse) is shown in the schedule as the Insured, <b>we</b> will divide the benefit of €1,270 in proportion to the number of people insured.</p>	
<p>20. If the <b>holiday home</b> is made uninhabitable by damage from any cause insured by this section <b>we</b> will pay for:</p> <p>the reasonable extra cost of comparable alternative accommodation (including kennelling of pets) if you occupy the <b>holiday home</b></p> <p>the reasonable cost of temporary storage of furniture</p> <p>the reasonable extra cost of temporary accommodation for domestic pets</p> <p>but only during the period necessary to reinstate the <b>holiday home</b> to a habitable condition.</p> <p>The work of reinstatement or repair must be done without delay.</p> <p>The most <b>we</b> will pay under this paragraph is 10% of the sum insured shown in the schedule.</p>	
<p>21. The <b>contents</b> are insured while in the open within the boundaries of the land belonging to the <b>home</b> against loss or damage caused by events in paragraphs 1 and 3 to 11 of this section.</p> <p>The most <b>we</b> will pay is €750.</p>	<p>Any loss, damage or amount shown as not insured under paragraphs 1 and 3 to 11 of this section.</p> <p>Plants and trees.</p> <p>Damage due to wear and tear, rust or gradual deterioration.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>

## Extended accidental damage

### Endorsement B

Covered only if you have selected this extra insurance

What Is Insured	What Is Not Insured
<p>The <b>contents</b> are insured while in the <b>holiday home</b> against any accidental damage in addition to the events already specified under Section 2.</p>	<p><b>Contents</b> lost in the <b>holiday home</b>.</p> <p>Damage to clothing (including furs), hearing aids, contact lenses, <b>money</b>, stamps, coins or medals, food or drink, mobile phones, dentures, tablets, laptops.</p> <p>Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles.</p> <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"><li>• wear and tear or gradual deterioration</li><li>• gradually operating causes</li><li>• insects, parasites or vermin</li><li>• corrosion, fungus, mildew or rot</li><li>• atmospheric or climatic conditions, frost or the action of light</li><li>• alteration, repair, maintenance, restoration, dismantling, renovation, mechanical or electrical faults or breakdown</li><li>• chewing, scratching, tearing or fouling by domestic pets</li><li>• computer viruses</li><li>• any process of cleaning, drying, dyeing, heating or washing</li><li>• faulty design or workmanship or the use of faulty materials</li><li>• demolition, structural alteration or structural repair of the <b>buildings</b>.</li></ul> <p>Any loss, damage or amount shown as not insured under any of the events specified under Section 2.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>

## Settling Claims

**We** will pay, at our option, the full cost of replacement as new, or repair, of the **contents** lost or damaged or, at our option, **we** will replace the **contents** or arrange for the repair work to be carried out.

However, this will be subject to the following:

### Underinsurance

Our liability for repair or replacement as new of **contents** following insured loss or damage shall not exceed the sum insured on **contents** at the time of loss or damage.

To safeguard your financial interest in your property **you** must insure the full replacement value as new of your **contents**. Failure to do so will result in your claim settlement being reduced.

The **contents** sum insured as stated in the schedule is subject to the following condition of average:

If the sum insured on **contents** at the time of the insured loss or damage is less than the cost of replacing as new all the **contents** covered by this policy and such difference is greater than 10% of the replacement cost as new, **we** will pay only that proportion of the loss or damage which the sum insured bears to the cost of replacing as new all the **contents** covered by this policy.

### Wear and Tear

**We** will deduct an amount for wear and tear:

- for clothing and linen
- for floor coverings more than 12 months old where a claim arises under Endorsement B, Extended accidental damage.

If it is necessary to make a deduction for wear and tear, for the purposes of determining whether or not there is underinsurance, the cost of replacement as new of all the **contents** covered by this policy less the deduction for wear and tear will be compared with your actual sum insured.

- **We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.
- The most **we** will pay under paragraphs 1 to 12 and Endorsement B is the sum insured by this section subject to the condition of average but see also the limitations on pages 5-6 with regard to collections of stamps, coins or medals, satellite dishes, receivers and ancillary equipment.
- Where the damaged or lost item can be repaired or replaced with an item of similar quality, **we** may at our option either arrange or authorise replacement. If an exact replacement is not available, **we** may either arrange or authorise replacement with an item of similar quality. Where the replacement or repair of any item results in an increase in the value of that item **we** may make a deduction in respect of Betterment.
- If **you** do not replace (for a reason that is explained and reasonable) an article which is lost, or damaged beyond economical repair, **we** will pay the resale market value only.

**We** will not pay:

- fees incurred by **you** for preparing a claim under this section

### Index-linking

**We** will adjust the sum insured in accordance with an appropriate index selected by **us**.

This adjustment of the sum insured will continue throughout each period of insurance, and will continue after any insured loss or damage if the required repairs or reinstatement are carried out without delay.

**We** will not charge any extra premium during the period of insurance but at the end of the period **we** will calculate the renewal premium on the revised sum insured.

# Policy Conditions

These conditions apply to all Sections of this Policy

In the following conditions **you** also includes any other person insured under the Policy.

## 1. Protection of Property and Prevention of Accidents

**You** will take all reasonable steps to protect the **property** and prevent accidents or legal disputes.

## 2. Fraudulent Claims

If a claim contains information that is false or misleading in any material respect and you either know that it is false or misleading or consciously disregard whether it is false or misleading, or a claim is otherwise fraudulent in any respect, ("Fraudulent Claim"), we shall be entitled to:

- (a) refuse to pay the claim; and
- (b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination we shall refuse all liability to you under the Policy in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and we need not return any of the premiums paid under the Policy.

## 3. Cancellation

- (a) **We** have the right to cancel the Policy or any section or part of it by giving 14 days notice in writing by registered letter to your last known address and return to **you** the amount of premium in respect of the unexpired period of insurance.
- (b) **You** have the right to cancel the Policy or any section or part of it by giving **us** notice in writing. **We** will return to **you** the amount of premium in respect of the unexpired period of insurance. However, no return of premium will be allowed if **you** have made a claim during the current period of insurance. No administration charge will be applied if you give notice in writing of your intention to cancel the Policy within 14 working days from the date the Policy is concluded (the "Cooling-Off Period"). If **you** cancel the Policy during any period of insurance, outside of the Cooling-Off Period **we** will deduct an administration charge from any return of premium.

## 4. Arbitration

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

## 5. Liability Following Death

If **you** die **we** will insure your legal personal representatives for any liability **you** had previously incurred under the Policy provided they keep to the terms of the Policy.

## 6. Change in Circumstances

**You** must tell **us** immediately of any changes to:

- a) Change of name, address or occupation
- b) Change to the use or occupancy of the insured premises
- c) Changes or additions to the structure of the insured property (e.g. the use of any non-standard building materials or deterioration of the condition of the property) or any plans to make changes to the insured property
- d) Any claim or losses, whether insured or not, made in connection with any other properties owned or occupied by **you**
- e) If there are any criminal offences that **you** or others residing with **you** have been cautioned for, convicted of, or charged but not yet tried for

Any changes to:

- i) the information provided and recorded in any Statement of Fact issued to **you**; and/or
- ii) the information provided in any Proposal Form or otherwise in response to specific questions asked by **us**; and/or
- iii) the declarations made by or on behalf of **you**; and/or
- iv) any additional information voluntarily provided.

When **you** notify **us** about a change as above, or if **you** otherwise become aware of any such change, as referenced above, **we** may reassess the premium chargeable and Policy cover more generally.

**We** may refuse a claim made by **you** where there has been a change in the subject matter of the Policy which results in a new risk which we did not agree to cover and which was beyond the reasonable contemplation of **us** and **you** when the Policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

## 7. Claims

Upon learning of any circumstances which may give rise to a claim **you** must:

- tell **us** as soon as reasonably possible but immediately if there is riot damage
- give **us** all the help and information that **we** may reasonably require
- immediately tell An Garda Siochana if loss or damage is caused by stealing, attempted stealing, malicious people, vandals, riot or civil, labour or political disturbance
- immediately send to **us** any writ or summons or other communication **you** receive
- give full details within 30 days of the incident together with any supporting evidence that **we** require.

## 8. Salvage

**We** have the right to the salvage of any insured property.

## 9. Abandonment of Property

**You** may not, without our consent, abandon any property to **us**.

## 10. Negotiation or Settlement of Claims

**You** must not admit, deny, negotiate or settle a claim or dispute without our written consent.

## 11. Subrogation

Subject to Condition 20 below, **we** are entitled to:

- take the benefit of your rights against another person before or after **we** have paid a claim
- take over the defence or settlement of a claim against **you** by another person.

## 12. Other Insurances

If at the time of a claim there is any other Policy covering anything insured by this Policy **we** will be liable only for our proportionate share.

## 13. Excess

Where any single event, being a single incident or transaction, or a series of incidents or transactions linked by cause or time results in a claim under more than one section of the Policy, the highest **excess** only will apply.

## 14. Insurance Act 1936

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.

## 15. Instalment Defaults

Where **we** have agreed to accept payment by instalments, any default in payment on the due date may result in the **Policy** cover being terminated.

## 16. Stamp Duties Consolidation Act 1999

The appropriate Stamp Duty has been or will be paid in accordance with the provisions of the Stamp Duties Consolidation Act, 1999.

## 17. Premium Alterations

If an alteration to the Policy results in an additional premium due to **us** or a refund premium due to **you**, **we** will only charge or refund such premium provided the amount involved is greater than or equal to €20.

## 18. (1) Pre-contractual Representations

**You** acknowledge and accept the following:

- (a) **you** have a legal duty prior to entering into this Policy and/or prior to the renewal of this Policy to provide responses to questions asked by **us** in relation to the risk(s) to be insured.
- (b) a matter about which **we** ask a specific question is material to the risk undertaken by **us** or the calculation of the premium by **us**, or both.
- (c) **you** have a legal duty to answer all questions asked by **us** honestly and with reasonable care.
- (d) while **we** acknowledge that **you** have no legal duty of voluntary disclosure, **you** shall ensure that information which is voluntarily provided by **you** or on your behalf is provided honestly and with reasonable care.

### (2) Remedies for Misrepresentation

(a) The term “negligent misrepresentation” means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** or on your behalf involves a negligent misrepresentation, the remedy available to **us** shall reflect what **we** would have done had **we** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:

- (i) if **we** would not have entered into the Policy on any terms, **we** may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
- (ii) if **we** would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if **we** so require;

(iii) if **we** would have entered into the Policy, but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on the relevant claim.

(b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, **we** may either:

- (i) give notice to **you** that in the event of a claim **we** will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or
- (ii) terminate the Policy by giving reasonable notice.

(c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** or on your behalf involves a fraudulent misrepresentation, or where any conduct by **you** or on your behalf (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, **we** shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

## 19. Effect of Continuing Restrictive Conditions

In this Policy, any term that imposes a Continuing Restrictive Condition, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- (a) **you** breach any such term; and
  - (b) during the period of breach **you** suffer a relevant loss; and
  - (c) such breach increased, in the circumstances concerned, the risk of the loss suffered by **you**,
- we** will have no liability for the loss.

A Continuing Restrictive Condition is any condition in this Policy, however expressed, that purports to require **you** to do, or not to do, a particular act or acts, or requires **you** to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

## 20. Subrogation Limits

For the purposes of this condition only, the expression “insured person” shall mean **you** and any other person entitled to be indemnified under this Policy.

This clause applies where **we** have the right to be subrogated to the insured person’s rights against some other person but the insured person has not exercised those rights and might reasonably be expected not to exercise those rights because the insured person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010).

Where in the above circumstances the other person is not insured in respect of their liability to the insured person, **we** do not have the right to be subrogated to the insured person’s rights against that other person.

Where the other person is so insured, **we** may not recover from the other person an amount greater than the amount that that person may recover under their insurance policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, **we** will not exercise our right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

# Policy Exceptions

These exceptions apply to all sections of this Policy.

The Policy does not cover:

1. Any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or coup.
2. Loss or damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
3. Any expense, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
4. Consequential loss of any kind or description incurred by **you** or any member of your **household**.
5. The cost of maintenance or normal redecoration.
6. Loss or damage caused by wear and tear or gradual deterioration.
7. Any loss or damage caused by or arising from any computer hardware or software or other electrical equipment not being able to recognise or process any date as the true calendar date. Subsequent loss or damage which is otherwise covered by the Policy is nevertheless insured.
8. Terrorism Exclusion Endorsement

The Policy does not cover any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This endorsement also excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **we** allege that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **you**.

9. Any loss or damage caused by faulty materials, faulty design or faulty workmanship.
10. Any expense, cost, consequential loss, liability or loss of or damage caused by, or directly or indirectly arising from or in connection with:
  - the loss of, alteration of or damage to or;
  - a reduction in the functionality, availability of or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.
11. **We** will not cover any loss, damage or liability where the property is in breach of legal regulations and/or local bye-laws. This includes, but is not limited to, compliance with planning permission and building regulations.



# Data Protection

## Data Protection

Zurich Insurance Europe AG ('Zurich', 'we', 'our', 'us') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this section, 'you' or 'your' shall mean, **you**, the policyholder, or any other person entitled to indemnity under this policy of insurance.

### About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, **we** will collect, store and process personal data about **you**.

The purpose of this section is to give **you** some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

### The Data we collect

Where appropriate, **we** may collect the following personal data ('Data') from and/or about **you**:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. **We** may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs (for example, if **you** are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that **you** have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

**We** require this Data in order to manage and administer our relationship with **you**, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil our contract with **you**/comply with our legal obligations.

**Note:** If **you** provide **us** with Data relating to another person **you** must first: (a) inform that person about the content of our Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

### Data collected from third parties

**We** may collect Data from third parties if **you** engage with **us** through a third party, for example through a broker or, in the case of a group scheme, through your employer. **We** may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

### What we do with your Data

We may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for **you**, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil our contract with **you** and comply with our legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about **you** with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check your details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
  - the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see [www.inslink.ie](http://www.inslink.ie))
  - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
  - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
  - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
  - the Companies Registration Office

The above list is not intended to be exhaustive (please see our Privacy Policy for more information).

In addition, **we** may check the Data **you** have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our legitimate business interests and/or the legitimate interests of others.

### Sharing of Data

We may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom **we** work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist **us** in carrying out business activities which are in our legitimate business interests and where such interests are not overridden by your interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, **we** ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for **you**.
- In order to comply with our legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

For further information regarding the third parties that **we** may share Data with, please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

In addition, information about claims (whether by our customers or third-parties) is collected by **us** when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help **us** identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation **you** have a right to know what information about **you** and your previous claims is held on InsuranceLink. If **you** wish to exercise this right then please contact **us** at the address below.

Finally, where **you** have consented to our doing so, **we** may share information that **you** provide to companies within the Group and with other companies that **we** establish commercial links with so **we** and they may contact **you** (by email, SMS, telephone or other appropriate means) in order to tell **you** about carefully selected products, services or offers that **we** believe will be of interest to **you**.

#### **Data Retention**

The time periods for which **we** retain your Data depend on the purposes for which **we** use it. **We** will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

#### **Automated Decision Making and Profiling**

**You** have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning **you** or similarly significantly affects **you** other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with **you** (e.g. your policy of insurance);
2. Based on your explicit consent – which **you** may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where **we** base a decision on solely automated decision-making, **you** will always be entitled to have a person review the decision so that **you** can contest it and put your point of view and circumstances forward.

#### **Data subject rights**

**You** have the following rights in relation to your Data which is held by us:

1. To ask for details of your Data held by **us**.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of your Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If **you** wish to exercise any of your rights in this regard a request must be submitted in writing to our Data Protection Officer (see contact details below). In order to protect your privacy, **you** may be asked to provide suitable proof of identification before **we** can process your request.

#### **Privacy Policy**

**Please note that this Data Protection section is not a standalone section. It contains a brief description of the information you need to understand how your Data is used by us and should be reviewed in conjunction with our Privacy Policy which is available online at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).**

If **you** have any questions about your Data, **you** can contact our Data Protection Officer, using the contact details below.

- Zurich Customer Services on 053 915 7775
- [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie)
- Data Protection Officer, Zurich Insurance Europe AG, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.

# Complaints Procedure

Our aim is to provide **you**, our customer, with first class service at all times.

If **you** are unhappy with our service for any reason, or have any cause for complaint, please follow see the steps below.

**Step 1** Please send your complaint to your retail intermediary (Broker) from whom **you** bought this Insurance Policy or to The Complaints Officer, Arachas Insurance, Block 10, Unit 1, Blanchardstown Corporate Park Blanchardstown, Dublin 15 D15 WDH4 outlining the nature of your complaint.

**Step 2** If your complaint is not resolved to your satisfaction **you** can contact us at: Customer Services Team Zurich Insurance, Zurich Insurance Europe AG, FREEPOST, PO Box 78, Wexford. Telephone 0818 44 77 99

### **Step 3** Escalating Your Complaint

If your complaint is not subsequently resolved to your satisfaction, **you** can contact the Chief Executive Officer at Zurich Insurance Europe AG, FREEPOST, PO Box 78, Wexford.

Alternatively, **you** may avail of your right to refer to the following:

Financial Services and Pensions Ombudsman:  
Lincoln House, Lincoln Place, Dublin 2, D02 VH29  
Phone: (01) 567 7000  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

Arachas Corporate Brokers Limited trading as Arachas,  
Capital Insurance Markets, Capital IM, Covercentre,  
ProEx Underwriting is regulated by the Central Bank  
of Ireland.

Registered address is 9 Eastgate Avenue, Eastgate  
Business Park, Little Island, Cork. T45 YN92.

Zurich Insurance  
PO Box 78, Wexford, Ireland.  
Telephone: 01 667 0666 Fax: 01 667 0644  
Website: [www.zurichinsurance.ie](http://www.zurichinsurance.ie)

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registered branch office at Zurich House, Frascati Road, Blackrock, Co. Dublin,