

HOME INSURANCE



Householder's Insurance Policy

Please read this insurance document carefully to make sure it meets **Your** needs. Keep this insurance document in a safe place.

KennCo Underwriting Limited

Suites 5 - 7

Grange Road Office Park

Grange Road

Rathfarnham

Dublin 16

Tel: (01) 499 4600 Fax: (01) 495 4627

E-mail: household@kennco.ie web: www.kennco.ie

This Policy is arranged and administered by KennCo Underwriting Ltd
on behalf of the **Insurer(s)** named in the **Schedule**

Policy Arranged by:

KennCo Underwriting Ltd

KennCo is an Irish owned and run underwriting agency based in Rathfarnham, Co Dublin. It is registered in the Company Registration Office under Company number 454673 and its registered office is Suites 5-7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.

KennCo Underwriting Ltd T/A KennCo Insurance is regulated by the Central Bank of Ireland.

Policy Insured by:

ERGO Versicherung AG

ERGO Versicherung AG is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from **Us** on request. ERGO Versicherung AG is authorised by the Central Bank of Ireland in Ireland and is regulated by the Central Bank of Ireland for conduct of business rules.

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Welcome

Introduction to Your Insurance Policy

This is **Your** insurance policy. It is a contract of insurance between **You** and **Us**, and is made up of this policy booklet, **Your Schedule** and any **Endorsement** applying to **Your** insurance policy. It is based on the information and statements **You** have provided to **Your Broker** or the information that was given on **Your** behalf when **You** applied for this insurance. **You** should keep it in a safe place.

The insurance relates ONLY to those sections of the policy which are shown in the Schedule as being included.

Each address included under this insurance is considered to be covered as if separately **Insured**.

It is important that **You** read **Your** policy booklet together with **Your Schedule** very carefully. Please read the whole document. It is arranged in different sections. It is important that:-

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

If any details are incorrect or if it does not provide the cover **You** need **You** should return the **Schedule** to **Your Broker** immediately.

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this policy, against loss or **Damage You** sustain or legal liability **You** may incur for accidents happening during the period shown in the **Schedule**.

Failure to pay **Your** premium within the timescales advised to **You** by **Your Broker** may render **Your** policy invalid from its inception.

Cooling Off Period

You will for a period of 14 working days from the date **You** are informed that this insurance contract has been concluded, have the right to cancel this policy and receive a full refund of any premium **You** have paid to **Us** by giving **Us** notice in writing, although **We** reserve the right on refunding any premium paid to **Us** if **You** have made a claim under this policy.

To exercise **Your** right to cancel, contact **Your Broker** who arranged this cover for **You**. Please be aware that **Your Broker** may charge a fee for work completed on **Your** behalf.

Cancellation Clause

1. **We** can cancel this insurance by giving **You** 14 working days' notice in writing and will provide a reason for any such cancellation. Any return premium due to **You** will depend on how long this insurance has been in force and whether **You** have made a claim. **We** reserve the right on refunding any premium paid to **Us** if **You** have made a claim under this policy.
2. **You** can also cancel this insurance at any time by writing to **Your Broker**. Any return premium due to **You** will depend on how long this insurance has been in force and whether **You** have made a claim. **We** reserve the right on refunding any premium paid to **Us** if **You** have made a claim under this policy.

Our Service to You

Our aim is to provide **You Our** customer with first class service at all times. **Your** view of the service **We** give **You** is very important to **Us** and **We** welcome **Your** comments on any aspect of the way **We** do things.

When **We** make a mistake or **We** do not meet **Your** expectations **We** want to hear about it, because it provides **Us** with the opportunity to improve **Our** service. If **You** want to make a complaint, please follow the Complaints Procedures outlined in the **Schedule**. **We** will investigate it promptly because when things go wrong, solving the problem is a priority for **Us**.

Law applicable to Contract

The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. This insurance contract will be governed by Irish law.

Insurance Act 1936 (or future amendments thereto)

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

Stamp Duty

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

Sanctions

We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under united nations' resolutions or the trade or economic sanctions, laws or regulations of the European sanctions Union, United Kingdom or United States of America.

Insurance Compensation Fund

The Insurance Compensation Fund (ICF) protects consumers of authorised non-life insurance companies that go into liquidation and are unable to pay insurance claims. These could be claims made by the policyholders or third parties. A non-life insurance policy is typically a general household insurance policy like car or **Home** insurance, and excludes life insurance or health insurance. The maximum compensation amount paid by the ICF is 65% of the cost of the insurance claim or €825,000 – whichever is lower. However, in the case of third party motor insurance claims, where an **Insurer** is in liquidation the Fund will make a payment of 100% of an award.

A sum due to a commercial policyholder may not be paid out of the Fund unless the sum is due in respect of a liability to an individual. In addition, not all policyholder liabilities are covered by the Fund and excluded risks include health, dental and life policies.

The ICF doesn't refund the cost of insurance premiums that may have already been paid by the policyholder. It also only covers payments in respect of sums due under policies issued by non-life insurers authorised in Ireland or in other EU Member States. For full details on the ICF please visit the central Bank of Ireland's website at www.centralbank.ie

Please note that there has been a change to ERGO's contact information as set out in **Your** policy, but otherwise the transfer has been done in a way which minimises disruption to **You**.

In particular, **We** expect that policyholders whose **Insured** risks are situated in Ireland will be able to claim on the Irish Insurance Compensation Fund, whilst policyholders who are resident in Ireland will be able to make a complaint to the Irish Financial Services and Pensions Ombudsman if they are not satisfied with **Our** handling of a complaint.

In addition, ERGO is part of the Munich Re Group, supervised by the German financial services regulatory authority, BaFin. Munich Re Group's ratings (A.M. Best A+ (superior); S&P AA- (very strong)) reflect its financial strength and resilient operating performance. Policyholders of ERGO therefore are and will continue to be robustly protected.

Choosing the Right Levels of Cover

Adequate insurance for Your circumstances How much to insure for

It is **Your** responsibility to make sure that the amount **You** insure under **Your** policy represents the full value of the property concerned. **You** will find these amounts ("sum **Insured**") for which **You** are **Insured** in **Your Schedule**.

For **Buildings**, this means the full cost of re**Building Your Home** including fixtures and fittings, any out**Buildings** and external structures like walls and fences, plus an amount for any extra charges that could be involved in re**Building** such as demolition costs, architects' and surveyors' fees and meeting the requirements of local authorities. Please note that the cost of re**Building Your Home** may be different from the market value of **Your Home**.

For **Contents** this means the full cost of replacing all **Your** belongings within the **Home** at current prices (apart from television sets, DVD players, camcorders, videos, record players, compact disc players, video recorders, **Home Computers**, laptop **Computers**, game consoles including CD's, tapes, records and software and similar equipment over one year old and clothing and household linen, where **We** may make a deduction for wear and tear and loss in value). Any **Valuables** worth over €1500 must be specified on the **Schedule**.

For **Personal Effects** this means the full cost of replacing as new items that **You** could easily carry about on **Your** person or be conveyed by hand, including **Jewellery**, watches, mobile phones, laptop **Computers**, handbags, clothing and other **Personal Effects**.

Laptop **Computers** and any **Personal Effects** worth over €1000, which are temporarily removed from the **Home**, must be specified on the **Schedule**.

It's important that **You** insure for the full amount as these "sums **Insured**" represent the maximum that **We** will pay in the event of a claim.

If **You** have any doubt on the adequacy of the amount **You** are **Insured** for under this policy **You** should immediately consult with **Your Broker** who will assist **You** in ascertaining adequate amounts for the property concerned.

Definitions

Wherever the following words appear in **bold** in this insurance policy they will have the meanings shown below:

Accidental Damage - unintended **Damage** caused by sudden and unexpected external means

Asbestos - shall mean crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

Asbestos Dust - shall mean fibres or particles of **Asbestos**

Bodily Injury - death or physical trauma

Buildings - the permanent structure of **Your Home**; including permanently installed fixtures, fittings, decorations, domestic fixed oil-tanks, tennis courts, swimming pools, walls, gates, fences, paved paths and terraces, patios and drives – all situated on the same site at the address specified on the **Schedule** which **You** own or for which **You** are legally responsible

Pool covers, satellite dishes, aerials and masts are deemed to be **Contents** and are excluded (covered under the **Contents** section)

Computer(s) - Any desktop or laptop and any connected (physically or by wireless) peripheral device

BUT EXCLUDING

- any **games and/ or multimedia console**

Consequential Loss - any further loss of any kind that may arise due to, or as a result of, loss or destruction of or any **Damage** to any property whatsoever

Computer System - any **Computer**, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility, owned or operated by **You** or any other party.

Contents - household goods, personal possessions and tenant's fixtures and fittings (**Your** fixtures and fittings if **You** do not own the **Building** or **You** are not responsible for insuring the **Building**) at **Your Premises** all belonging to **You** or for which **You** are legally responsible, including:

- **Contents** in domestic out **Buildings** and garages; but not exceeding any amount over €3000 or 3% of the sum **Insured** for **Contents** (whichever is the greater) in total with a maximum limit any one article of €1000 unless agreed otherwise by **Us** and specified on the **Schedule**
- **Homeworking Office Equipment**, but not exceeding €5000 in total with a maximum limit any one item of €1000
- **Money** up to €650 in total
- **Credit Cards** up to €900 in total
- **Personal Effects** (excluding **Money**) of persons visiting **You** with **Your** consent up to €300 per person, provided that such effects are not otherwise **Insured** by the visitor or guest
- property in the open including **Garden** furniture, **Garden** machinery, permanently fixed statues and ornaments, pool covers and other similar articles which are normally kept outdoors, but within the boundaries of **Your Home**; up to €2500 in total with a maximum limit any one article of €500 (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to **Your Home**)
- radio and television aerials, satellite dishes and their fittings and masts which are attached to **Your Home**
- **Valuables**; but not exceeding €1500 in respect of any one item/ set or collection unless specified otherwise on the **Schedule**
- **Jewellery**; up to 10% of the **Contents** sum **Insured** as shown on the **Schedule** but not exceeding €1500 any one item/ set or collection unless agreed otherwise and specified on the **Schedule**

BUT EXCLUDING

- motorised vehicles including motorcycles, other than:
 - motorised domestic gardening equipment, golf carts, models and toys;
 - vehicles designed to assist disabled persons which are not registered for road use;
- caravans, trailers and non-motorised horse boxes;
- aircraft or anything for manned flight;
- watercraft other than non-motorised dinghies, canoes, kayaks, surfboards, windsurfers;
- accessories or parts for, and whilst in or on any of the above listed "bullet points";
- any animal or living creature;
- any part of the **Buildings**;
- property and tools held for business purposes other than **Homeworking Office Equipment** up to €5000;
- property **Insured** by any other section of this policy or otherwise more specifically **Insured**;
- rifles and handguns

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

Cyber Act - an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

cyber incident means:

- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Cyber Loss - any loss, **Damage**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **cyber incident**.

Data - Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Data processing Media - Any property **Insured** by this policy on which **Data** can be stored but not the **Data** itself.

Damage - Accidental tangible physical loss, **Damage** or destruction

Endorsement - a change in the terms and conditions of this insurance policy agreed by **Us** in writing

Excess - the first monetary amount of a claim which **You** are required to pay, shown on the **Schedule**, after the final agreed value of the claim has been established

Family - any of **Your Family** members (including adopted children, step-children and foster children), fiancé(e)s, cohabiters or partners.

Family does not include boarders, lodgers, paying guests or tenants

Flood - any inundation of water, such as, from river, lakes and sea or from artificial watercourses such as drains and sewers or from overland flow.

Examples of **Floods** include (but are not limited to):

Sewers backing up and water or sewage entering property through drains and toilets; Temporary rise in ground water levels; Heavy rain causing flash flooding; Water running off third party land; River bursting its banks

games and/ or multimedia consoles - any console (including portable and handheld) used for the purpose of gaming and/ or streaming/ playing media (visual and/or audio)

Garden - the ground adjoining **Your Home** and within the **Premises** named in the **Schedule** which is used solely:

- for growing flowers, plants, trees, shrubs, fruit and vegetables in a private capacity
- as a place of recreation

BUT EXCLUDING

- fields
- woods
- paddocks

Ground Heave - the upwards expansion of the ground resulting in **Damage** to the **Buildings** or foundations

Home - **Your** private dwelling of **Standard Construction** and the garages and outbuildings used for domestic purposes at the **Premises** shown in the **Schedule**

Homeworking Office Equipment - any **Computer**, office equipment or furniture used for or in connection with **Your** business or profession

Jewellery - including but not limited to watches, items containing gemstones, gold, silver or other precious or semi-precious metals or stones, or articles composed wholly or in part of any of them

Landslip - downward movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground

Occupant - a person or persons authorised by **You** to stay in the **Home** overnight

Money - current legal tender, cheques, postal and **Money** orders; postage stamps not forming part of a stamp collection; savings stamps and savings certificates, travellers' cheques; premium bonds, luncheon vouchers and gift tokens; all belonging to **You** or for which **You** are legally responsible and held by **You** for private or domestic purposes

Period Of Insurance - the length of time for which this insurance is in force, as shown in the **Schedule** and for which **You** have paid and **We** have accepted a premium

Personal Effects - clothing, **Jewellery**, furs, baggage, sports equipment, musical instruments, portable **Computers** and **games and/ or multimedia consoles**, mp3 players, binoculars, telescopes, cameras, and other similar items of a personal nature normally worn, used or easily carried and conveyed by hand by **You** in **Your** daily life which **You** own or for which **You** are responsible

BUT EXCLUDING

- **Money, Credit Cards**, securities, car keys, car alarm controls, pedal cycles, rifles and handguns

Premises - the **Insured** address which is named in the **Schedule**

Sanitary Ware - washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels

Schedule - the **Schedule** forms part of this insurance contract and contains details of the **Premises** and sums **Insured** to be covered; the **Period Of Insurance**, the sections of this insurance covered, along with any additional endorsements, warranties and conditions which may apply where necessary

Settlement - the vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the weight of the **Buildings**

Standard Construction - unless otherwise stated in the **Schedule**, **Your Home** at the **Premises** must be built of brick, stone or concrete walls, and roofed with slates, tiles, concrete or metal, except that up to 20% of the total roof area of **Your** private dwelling and up to 20% of the total roof area of any garage and/or outbuilding used for domestic purposes only may be roofed with torch on felt on a timber deck, mineral felt on a timber deck or bituminous felt on a timber deck.

Subsidence - the downward movement within the ground independent of the **Buildings** load

Territorial Limits - the '**Territorial Limits**' will include the Republic of Ireland, Northern Ireland, England, Wales, Scotland, the Isle of Man and the Channel Islands and journeys between these countries

Unoccupied - the property is deemed **Unoccupied** when it has not been lived in for more than 30 consecutive days

Valuables - art, furs, antiques and collectibles of particular value due to their age, style artistic merit or collectability including: furniture, pictures, paintings, **Jewellery**, porcelain, china, glass and items of a brittle nature, gold, silver or gold and silver plated items, stamps and coin collections; and collections or sets of objects whose value lies in the existence of the collection or set rather than in an individual item of it

We / Us / Our / Insurer - ERGO Versicherung AG

You / Your / Insured - the person or persons named in the **Schedule** and all members of their **Family** who permanently live in the **Home**

Your Broker - the insurance broker who placed this insurance on **Your** behalf

General Conditions Applicable to the Whole of this Insurance (see also claims conditions)

Fraud

Where **You** or anyone acting for **You** makes a claim under the policy which contains information that is false or misleading in any material respect and which **You** either know to be false or misleading or consciously disregards whether it is false or misleading, **We** shall be entitled to refuse to pay the claim and shall be entitled to avoid the policy.

In the event that **We** become aware that **You** or anyone acting for **You** has made a claim which is fraudulent in any way (including exaggerating or inflating a claim or submission of forged or falsified documents) **We** may as soon as practicable after becoming aware of such fraudulent claim, give written notice to **You** that **We**:

- a) refuse all liability to **You** in respect of any claim made from the date of the submission of the fraudulent claim,
- b) need not return any sums paid under this policy and may recover from **You** any sums paid by **Us** in respect of the claim, and
- c) are treating this policy as being terminated with effect from the date of the submission of the fraudulent claim.

Notwithstanding the above, any claim made prior to the submission of the fraudulent claim which is validly made will not be affected by any fraudulent claim subsequently submitted.

Misrepresentation

If a negligent misrepresentation has occurred and there are no claims outstanding, **We** may terminate the contract on reasonable notice or give notice to **You** that **We** will exercise one or more of the following remedies:

- i. avoid the contract, refuse all claims, and return the premiums paid;
- ii. treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- iii. reduce proportionately the amount to be paid on a claim if **We** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium.

If **You** submit a claim and it transpires that there has been a misrepresentation in a proposal or in any other information or statements provided to **Us** which is negligent, **We** shall be entitled, if cover would not have been offered to, avoid the contract, refuse all claims and return the premiums paid.

If **You** submit a claim and it transpires there has been a misrepresentation in a proposal or in any other information or statements provided to **Us** which is negligent, **We** shall be entitled, if cover would have been offered on different terms, to;

- i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- ii) reduce proportionately the amount to be paid on a claim if insurers would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium.

Mortgagee Clause

The interest of a mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor (or occupier of the **Buildings** whereby the risk of loss or **Damage** is increased without the authority or knowledge of the mortgagee, provided the mortgagee shall, immediately on becoming aware thereof, give notice in writing to **Your Broker** and on demand pay such additional premium as **We** may require.

Your Duties

1. **You** have an obligation to answer any questions asked honestly and with reasonable care. Please note that where a specific question has been asked, this matter is material to the risk being undertaken and/or the calculation of the premium. Where non-disclosure of material information would have caused **Us** not to have entered into this policy or would have altered the terms on which **We** entered into this policy, **We** are entitled to use the remedies available under the Consumer Insurance Contracts Act 2019 (including the remedy to repudiate liability or to limit the amount paid on foot of the contract of insurance). Following inception of **Your** policy, or any other time while the policy is in force **You** must notify **Us** of any circumstances or change that may affect the risk **Insured**, and respond honestly and accurately to all questions asked by **Us** to **You**.
2. **You** must take all reasonable steps to prevent or minimise loss, **Damage**, injury or accidents and keep the **Buildings** and all other services at the **Premises** specified in the **Schedule** in a good state of repair.
3. **You** must tell **Your Broker** if any of the information which **You** have given **Us** about **You** or **Your** property changes within 3 days of any such change. When **We** receive this notice **We** have the option to change the conditions of this insurance, but **We** will notify **You** of any changes.
4. **You** must tell **Your Broker** if **You** stop using the **Home** as **Your** permanent private residence; regularly leave the **Home** unattended by day or by night; or leave the **Home** without an **Occupant** for more than 30 consecutive days within 3 days of any such change. When **We** receive this notice **We** have the option to change the conditions of this insurance, but **We** will notify **You** of any changes.
5. **You** must tell **Your Broker** before **You** start any conversions, extensions or other structural work to the **Buildings**. When **We** receive this notice **We** have the option to change the conditions of this insurance, but **We** will notify **You** of any changes.
6. The observance by **You** of the terms, conditions and **endorsements** of this Policy as far as they relate to anything to be done or complied with by **You** will be a condition precedent to any liability under this Policy save that failure to comply with a notification period will not entitle **Us** to refuse a claim unless such failure has prejudiced **Us**. Prejudice may include, without limitation, restricting or impeding **Our** ability to investigate or defend any claim by or against **You**, incurring or increasing any loss, **Damage**, liability cost or payment that would not otherwise have been incurred or not occurred to the same extent and/or impeding or restricting the ability to obtain contribution from or to exercise subrogation rights against any other person (including any other **Insurer**).

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

Data Protection Act

Who We are

KennCo Underwriting Ltd is a **Data** controller in relation to personal information held about **You** for the purpose of the EU General **Data** Protection Regulation (GDPR) & the **Data** Protection Acts 1988 - 2018. The information that **You** provide and any other information provided by any third party in connection with or in relation to **Your** application will be held by **Us** on a **Computer** database and/or in any other way.

What personal Data do We collect

We collect and may continue to collect certain information about **You** or any individuals connected to **Your** Policy ('**Data** subjects') in the course of conducting **Our** relationship with **You**. 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.

Why We collect & who We share Your personal Data with

This information will be processed for the purpose of underwriting and managing **Your** insurance policy, administering claims and preventing fraud. It may also be used in compliance with regulatory legal and tax laws and for participation in internal or market-level statistical exercises. For this purpose, information may be shared in confidence with third parties both inside and outside the European Economic Area, such as trustees, professional advisers and reputable external agencies, service providers, regulatory bodies and authorities, private investigators, other insurance and financial services companies (directly or via a central register) and as required by law. **We** will ensure that transfers of **Data** are lawful and that **Your** information is kept securely and only used for the purposes for which it is provided. **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.

Queries regarding Your personal Data

We abide by the EU General **Data** Protection Regulation (GDPR) & the **Data** Protection Acts 1988 - 2018 and if **You** have any queries with regards to how **We** use **Your** personal **Data** **You** may contact **Our** **Data** Protection Officer at compliance@kennco.ie or alternatively the Office of the **Data** Protection Commissioner, Canal House, Station Road, Portarlington, Co. Laois, Ireland, Tel +353 57 868 4800.

For full details of **Our** **Data** privacy policy, please visit **Our** website: www.kennco.ie/privacy-statement

Rights of Customers

You have the right of access to the personal **Data** held about **You** by Ergo and KennCo by sending a written request to the **Data** Protection Unit, KennCo Underwriting Ltd, Suites 5 - 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. **You** also have the right to require Ergo and/or KennCo to correct any inaccuracies in the information **We** hold about **You**.

Sharing of Information

We shall not disclose personal information without the consent of the individual to which it relates except in limited

circumstances as permitted or required by law. **We** may share personal information with agents or service providers in connection with providing, administering and servicing the products **You** have purchased from **Us** or in the course of handling third party claims. Where **We** choose to have certain services provided by third parties, **We** do so in accordance with the applicable law and take reasonable precautions regarding the practices employed by the service provider to protect personal information.

Insurance-Link

Where **You** make a claim, **We** will pass details of the event to the Insurance-Link Central Register maintained by insurance companies under the aegis of the Irish Insurance Federation. The information will be shared with other insurance companies to safeguard against non-disclosure and help prevent fraudulent claims. Where there are reasonable grounds for suspicion, information may be passed to relevant enforcement agencies.

Other

If **You** decide to proceed or have any other communication with Ergo and/or KennCo through or in relation to their products and services **You** accept the use by Ergo and/or KennCo of **Your** personal **Data** as indicated.

Kennco - Privacy Notice

Kennco processes certain information in connection with this policy. Information that Kennco processes may be defined as personal and/ or sensitive personal information.

For more detailed information, please see Kennco's full privacy notice set out at www.kennco.ie/privacy-statement

ERGO Privacy Notice

Information We process

"**We**", in this privacy notice means ERGO Versicherung AG, the controller of **Your** personal **Data**. **We** have summarised the steps that **We** take to protect **Your** personal **Data** here. For more detailed information, please see **Our** privacy notice which can be accessed on **Our** website at <https://www.ergo-specialty.co.uk/policies/privacy-policy-republic-of-ireland> or contact **Us** using the details provided below.

Information containing personal Data and special category personal Data

Information **We** process in connection with this **Policy** may include personal **Data** and / or special category personal **Data**. Personal **Data** is information that can be used to identify a living individual e.g. name, address, driving licence, PRSI number or professional details. Personal **Data** also includes information about an individual who can be identified through a work function or their title.

In addition, personal **Data** may contain special categories of personal **Data**; this can be information about **Your** health or personal **Data** relating to any criminal convictions.

We will hold and otherwise process such information in compliance with **Our** obligations under Irish **Data** privacy laws for the purposes set out in this notice.

You should show this notice to any other party related to this **Policy** and to any individual (a **Data** subject) whose personal **Data** **You** share with **Us**.

If **You** supply **Us** with personal **Data** and/or special category personal **Data** of another **Data** subject where consent is required to process that personal **Data** and/or special category personal **Data**, please ensure that **You** have fairly and validly obtained their consent for the processing of their personal **Data** and/or special category personal **Data**. Reference in this privacy notice to **You** shall be deemed to refer to any individual whose personal **Data** is processed by **Us** under this **Policy**.

Collecting electronic personal Data

If **You** or any other party related to this **Policy** contact **Us** via an electronic method, **We** may record **Your** internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

How We use Your personal Data

Your personal **Data** and/or special category personal **Data** may be used by **Us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims;
- prevent and detect crime (including fraud);
- offer renewals;
- develop new products; and/or
- conduct research (and for wider statistical purposes).

For information on the lawful grounds rely on to process personal and/or special category personal **Data**, please see the privacy notice referred to above.

Who We share Your information with

We may pass **Your** personal **Data** and/or special category personal **Data** to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers. **We** may also share **Your** personal **Data** and/or special category personal **Data** with regulatory bodies as the Central Bank of Ireland for the purpose of administering and regulating **Your** insurance.

We may also share personal and/or special category personal **Data** with law enforcement, fraud detection, credit reference and debt collection agencies and within the ERGO and Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop products and services;
- check that claims information matches what was provided when the insurance was taken out.

Except for the disclosures described above and in **Our** full privacy notice (please see the link above), **We** will not disclose **Your** personal **Data** and/or special category personal **Data** to anyone outside the ERGO/Munich Re Group of companies except:

- where **We** have **Your** permission or have identified an appropriate legal basis where the sharing of **Your** personal **Data** and/or special category personal **Data** is necessary;
- where **We** are required or permitted to do so by law;
- to other companies who provide a service to **Us** or **You**; and/or
- where **We** may transfer rights and obligations under the insurance

The transferring of information outside the European Economic Area

In providing insurance services, **We** may transfer **Your** personal and/or special category personal **Data** to other countries including countries outside the European Economic Area. If this happens **We** will ensure that appropriate measures are taken (which may include putting in place appropriate contractual arrangements) to safeguard **Your** personal and/or special category personal **Data**.

Access to Your personal Data

Individuals have a right to know what personal and/or special category personal **Data** **We** hold about them. To exercise this right, please contact the **Data** Protection Officer at the address listed within this notice.

If **We** do hold personal **Data** and or/special category personal **Data** about **You** **We** will:

- give **You** a description of it;
- tell **You** why **We** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

If an individual's information is inaccurate, the individual can ask **Us** to correct any mistakes by contacting **Our Data** Protection Officer.

Data subject rights

Under Irish **Data** privacy laws, individuals have certain rights in relation to their personal **Data**, including a right of access (see above), a right to correct or supplement inaccurate / incomplete information, a right to request the deletion of information, a right to request the suspension of the processing of the information, a **Data** portability right and a right to object to **Our** processing of the personal information. These rights may only be available in certain circumstances and are subject to certain exemptions.

For more information about **Data** subject rights, please see **Our** privacy notice (as referred to above) or contact **Us** using the details provided below.

Data Retention

We keep personal and/or special category personal **Data** for as long as is reasonably required for the purposes explained in this notice. **We** also keep records – which may include personal and/or special category personal **Data** – to meet legal, regulatory, tax or accounting needs. For example, **We** are required to retain an accurate record of **Your** dealings with **Us**, so **We** can respond to any complaints or challenges **You** or others might raise later. **We** will also retain files if **We** reasonably believe there is a prospect of litigation. The specific retention period for personal and/or special category personal **Data** will depend on **Your** (and/or the relevant **Data** subject's) relationship with **Us** and the reasons **We** hold the personal and/or sensitive personal information. Please contact **Us** using the details below for more information on specific retention periods.

Changes to this Notice

We keep **Our** privacy notice(s) under regular review. **We** would encourage **You** to check back regularly for updates. This privacy notice was last updated in December 2024.

Contacting Us

If **You** have any questions relating to the processing of **Your** information, contact:

Data Protection Officer,
ERGO Versicherung AG
c/o ERGO UK Specialty Limited,
1 Fen Court, London, EC3M 5BN.
Telephone: +44 121 200 5825

E-mail: dataprotectionofficer@ergo-specialty.co.uk

General Exclusions Applicable to the Whole of this Insurance

1. **Radioactive Contamination and Nuclear Assemblies**

We will not pay for any loss or **Damage** or legal liability or any other claim directly or indirectly caused by or contributed to by or arising from:

- i) ionising radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- ii) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2. **War, civil war and confiscation**

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.

3. **Sonic Bangs**

We will not pay for any loss or **Damage** arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

4. **Gradually Operating Cause**

We will not pay for any loss or **Damage** due to any gradually operating cause including but not limited to wear and tear, moth, vermin, infestation, corrosion, rust, oxidation, warping, shrinkage, damp, wet or dry rot, mould or frost.

5. **Market Value**

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

6. **Terrorism**

We will not pay for any loss, destruction or **Damage** to any property; any cost or expense; any legal liability of whatsoever nature; or death or injury to any person; directly or indirectly contributed to by or arising from Biological, Chemical and/or Nuclear 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, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of this exclusion contamination means the contamination, poisoning or prevention, and/ or limitation of the use of objects due to the effects of Biological, Chemical and/or Nuclear substances.

If **We** allege that for reason of this exclusion any loss, **Damage**, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **You**.

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

7. Contamination, Pollution and Disease Exclusion

Definitions applicable to this exclusion:

Epidemic

The sudden, unexpected, large-scale manifestation of an initially locally contained, infectious disease which spreads with great virulence.

Pandemic

A worldwide Epidemic of a disease declared by the World Health Organization.

This Policy shall not cover any liability, loss or **Damage** caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

- a. Pollution, contamination, soot, deposit, impairment with dust, chemical precipitation, adulteration or impurification.
- b. poisoning, disease or illness, Epidemic or Pandemic (including any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health
- c. This Exclusion does not apply if such loss or **Damage** arises out of one or more of the following Perils;
 - i) Fire, Lightning, Explosion, Impact of Aircraft
 - ii) Vehicle Impact, Sonic Boom
 - iii) Accidental Escape of Water from any tank, apparatus or pipe
 - iv) Riot, Civil Commotion, Malicious **Damage**
 - v) Storm, Hail
 - vi) **Flood** Inundation
 - vii) Earthquake
 - viii) Landslide, **Subsidence**
 - ix) Pressure of Snow, Avalanche
 - x) Volcanic Eruption
- d. All other terms and conditions of this Policy shall be unaltered and especially the exclusions shall not be superseded by this clause.

8. Cyber and Data Exclusion

- A. Notwithstanding any provision to the contrary within this policy or any **Endorsement** thereto, this policy excludes any:
 - i. **Cyber Loss**, unless subject to the provisions of paragraph b;
 - ii. loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph C; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- B. Subject to all the terms, conditions, limitations and exclusions of this policy or any **Endorsement** thereto, this policy covers physical loss or physical **Damage** to property **Insured** under this Policy caused by any ensuing fire or explosion which directly results from a **cyber incident**, unless that **cyber incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- C. Subject to all the terms, conditions, limitations and exclusions of this policy or any **Endorsement** thereto, should **Data processing media** owned or operated by the **Insured** suffer physical loss or physical **Damage Insured** by this policy, then this policy will cover the cost to repair or replace the **Data processing media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. these costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. if such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data processing media**. however, this policy excludes any amount pertaining to the value of such **Data**, to the **Insured** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
- D. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- E. This exclusion supersedes and, if in conflict with any other wording in the Policy or any **Endorsement** thereto having a bearing on **Cyber Loss, Data or Data processing media**, replaces that wording.

9. Date Recognition

We will not pay for loss or **Damage, Consequential Loss** or legal liability directly or indirectly caused by or contributed to, by or arising from any equipment, integrated circuit, **Computer** chip, **Computer** software and any other **Computer**-related equipment which fails to recognise correctly any date change.

10. Theft or Wilful Damage

We will not pay for any act of theft, or wilful and deliberate or malicious **Damage** by **You** or members of **Your Family**, or by any **Occupant**, tenant or sub-tenant of **Yours** or any member of such tenant's or sub-tenant's **Family**.

11. Pre-existing Damage

We will not pay for any loss or **Damage** occurring before the start date of the first **Period Of Insurance**.

12. Faulty Design/ Workmanship

We will not pay for any loss or **Damage** arising from faulty design, specification, workmanship or materials.

13. Other Insurances

We will not pay for any loss or **Damage** to property more specifically covered by another policy of insurance. This clause does not apply to fatal injury (Section two-K).

14. Fees

We will not cover fees incurred in the preparation of any claim

15. Consequential Loss

We will not cover **Consequential Loss** or **Damage** of any kind except as set out in this Policy.

16. Business, Trade or Professional Use

We will not cover any property held in connection with any business, trade or professional purpose other than **Home office equipment** as referred to within the definition of **Contents**.

17. Pyrite Exclusion

We will not pay for any loss or **Damage** or **Consequential Loss** arising directly or indirectly from materials containing pyrite.

Section one

Buildings

This part of the policy sets out the cover **We** provide for the **Buildings** of **Your Home**, at **Your Premises** if this section is shown on **Your Schedule**.

What is covered loss or Damage to Your Buildings resulting from: -	What is not covered (see also General Exclusions) We will not pay: -
1. fire, lightning, explosion or earthquake	a) the Excess in the Schedule
2. storm, Flood or weight of snow	a) the Excess in the Schedule b) for loss or Damage caused by Subsidence, Ground Heave or Landslip c) for loss or Damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates, hedges and fences d) for loss or Damage caused by weight of snow to gutters, garages and outBuildings e) the first €500 of each and every weight of snowloss
3. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously (including malicious acts and vandalism)	a) the Excess in the Schedule b) for loss or Damage while the Buildings are Unoccupied (unless otherwise agreed by Us) c) for loss or Damage caused by Your tenant, guest or visitor d) for loss or Damage to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, driveways, footpaths, swimming pools, lawns, trees, shrubs and plants
4. escape of water from and frost Damage to fixed water tanks, apparatus or pipes, (including but not limited to washing machines, domestic fish tanks and dishwashers)	a) the Excess in the Schedule b) for loss or Damage caused by Subsidence, Ground Heave or Landslip c) for loss or Damage to swimming pools d) Damage to the apparatus from which the water escapes e) for loss or Damage while the Buildings are Unoccupied (unless otherwise agreed by Us) f) for loss or Damage resulting from escape or overflow of water from gutters g) for any expenses should You retain any experts or contractors other than those carrying out emergency works without Our express consent, the engagement of these contractors or experts will at all times be subject to Our approval and We reserve the right to select experts from Our own panel

What is covered loss or Damage to Your Buildings resulting from: -	What is not covered (see also General Exclusions) We will not pay: -
5. escape of oil from a fixed domestic oil-fired heating installation and smoke Damage caused by a fault in any fixed domestic heating installation	a) the Excess in the Schedule b) for loss or Damage while the Buildings are Unoccupied (unless otherwise agreed by Us) c) Damage to the apparatus from which the oil escapes d) for any expenses should You retain any experts or contractors other than those carrying out emergency works without Our express consent, the engagement of these contractors or experts will at all times be subject to Our approval and We reserve the right to select experts from Our own panel e) any loss or Damage caused by escape of oil from an oil tank unless You can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement
6. collision or impact involving any vehicle, train, aircraft or other aerial device or items dropped or falling from them, animal, falling trees, lamppost, telegraph pole, aerial or satellite dish	a) the Excess in the Schedule b) loss or Damage caused by domestic pets owned by You c) for loss or Damage arising from the cutting down or cutting back or felling of trees or branches d) the cost of removing fallen trees unless the Buildings are Damaged when the tree fell e) for loss or Damage to gates or fences
7. theft or attempted theft	a) the Excess in the Schedule b) for loss or Damage while the Buildings are Unoccupied (unless otherwise agreed by Us) c) for loss or Damage caused by You, Your Family, Your domestic employees, boarders, lodgers, paying guests or tenants d) for loss or Damage while the Home is lent, let or sub-let unless the loss or Damage follows a violent and/or forcible entry and/or exit

What is covered loss or Damage to Your Buildings resulting from: -	What is not covered(see also General Exclusions) We will not pay: -
6. Subsidence or Ground Heave of the site upon which the Buildings stand or Landslip	a) the first €1500 of each and every loss b) for loss or Damage to domestic fixed fuel-oil tanks, solid floors, swimming pools, tennis courts, drives, patios and terraces, footpaths, walls, gates and fences unless the walls of the Buildings are also affected at the same time by the same event c) for loss or Damage arising from faulty design, specification, workmanship or materials d) for loss or Damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) for loss or Damage whilst the Buildings are undergoing any demolition, structural repairs, alterations or extensions f) for loss or Damage caused by the Settlement or bedding down of new structures, or the Settlement or movement of newly made up ground or caused by coastal, lake or river erosion or soil erosion from the escape of water from any underground pipe g) for loss or Damage resulting from tunnelling work h) should You retain any experts or contractors other than those carrying out emergency works without Our express consent, the engagement of these contractors or experts will at all times be subject to Our approval and We reserve the right to select experts from Our own panel i) Damage to solid floor slabs or Damage resulting from their movement unless foundations beneath the external walls of the Buildings are Damaged at the same time

Section one

Buildings (continued)

Extra Covers

In addition to covering **Damage** to **Your Home** at **Your Premises** arising from causes 1 to 8 **We** also provide the following covers.

What is covered This section of the insurance also covers:-	What is not covered (see also General Exclusions) We will not pay:-
A) Accidental Damage TO GLASS & SANITARY FITTINGS The cost of repairing Accidental Damage to: - fixed glass and double glazing (including the cost of replacing frames) - solar panels - ceramic hobs - fixed Sanitary Ware all forming part of the Buildings	a) the Excess in the Schedule b) for loss or Damage while the Buildings are Unoccupied (unless otherwise agreed by Us) c) for loss or Damage while the Home is lent, let or sublet unless the loss or Damage follows a violent and/or forcible entry and/or exit d) more than €2000 in any one Period Of Insurance. If You claim for such a loss under sections one and two, We will not pay more than €2000 in total
B) Accidental Damage TO MAINS SERVICES The cost of repairing Accidental Damage to: - domestic oil pipes - underground water-supply pipes - underground sewers, drains and septic tanks - underground gas pipes - underground cables which belong to You or for which You are legally responsible for	a) the Excess in the Schedule b) more than €2000 in any Period Of Insurance. If You claim for such a loss under sections one and two, We will not pay more than €2000 in total
C) Garden COVER costs You have to pay to restore Your Garden following loss or Damage by fire, lightning, explosion, earthquake, aircraft, and other flying devices or Damage caused by the Emergency Services	a) the Excess in the Schedule b) more than €500 for any plant, tree or shrub c) more than €2000 in total
D) PURCHASERS COVER Anyone buying the Home who will have the benefit of section one between exchange and completion but only if the purchaser is not covered by any other insurance and subject to the purchase being completed or the insurance ending, whichever is sooner	a) loss or Damage if the Buildings are Insured under any other insurance

Section one

Buildings(continued)

E) LOSS OF RENT ALTERNATIVE ACCOMODATION We will pay: - loss of rent due to You which You are unable to recover - necessary costs of comparable alternative accommodation which You have to pay for if You usually live in the Home but cannot because of loss or Damage to the Buildings of Your Home at Your Premises arising from a cause listed in this section.	a. any amount over 10% of the sum Insured for the Buildings Damaged or destroyed b. the cost of food and drink c. fuel bills, council tax or other charges which You would have paid if You were still living in the Home d. any increase cost for alternative accommodation which is of a higher standard than that provided by the Home or part of the Home in which You live e. any rent or costs where the letting has not been notified to Us f. rent or costs for any period longer than is necessary to make good the Insured Damage g. if You claim for such loss under sections one and two We will not pay more than 10% of whichever section (one or two) has the greater maximum sum Insured in total
F) PROFESSIONAL FEES & COSTS Following loss or Damage which is covered under section one We will pay reasonable expenses You have to pay and which We have given Our prior consent in writing for: - professional fees payable to architects', surveyors', consulting engineers' - the cost of removing debris and making safe the Building - costs You have to pay in order to comply with any Government or local authority requirements in connection with repair or reconstruction of the Buildings	a. any expenses for preparing a claim or an estimate of loss or Damage b. any costs if Government or local authority requirements have been served on You before the loss or Damage
G) FIRE BRIGADE CHARGES Following loss or Damage which is covered under section one We will pay the cost of the charges made on You by a local authority (as permitted by legislation) as a result of any incident which is Insured by this policy.	a. more than €2000 in any Period Of Insurance. If You claim for such loss under sections one and two, We will not pay more than €2000 in total

Section one

Buildings(continued)

H. TRACE & ACCESS

We will pay the reasonable cost of removing and replacing any other part of the **Buildings** necessary to find and repair the source of the leak and making good if the **Buildings** are Damaged due to:-

- a domestic heating fuel leak within **Your Home**, or a water leak from **Your** permanent internal plumbing or heating system
- a water leak from underground service pipes for which **You** are legally responsible outside the **Home** but at the address shown in the **Schedule**

The leak must happen during the **Period Of Insurance**.

- a. the **Excess** in the **Schedule**
- b. more than €1500 in any **Period Of Insurance**. If **You** claim for such loss under sections one and two, **We** will not pay more than €1500 in total
- c. more than €1500 in any **Period Of Insurance** for a water leak outside the **Home**. If **You** claim for such loss under sections one and two, **We** will not pay more than €1500 in total

Section one (continued)

Optional Cover Accidental Damage to the Buildings Extension 1

The following extension to cover applies **ONLY** if the **Schedule** shows that **Accidental Damage** to the **Buildings** is included.

What is covered This extension covers:-	What is not covered (see also General Exclusions) We will not pay:-
Accidental Damage to the Buildings at Your Home at Your Premises	a) the Excess in the Schedule b) for Damage or any proportion of Damage which We specifically exclude elsewhere under section one c) for Damage caused by Subsidence, Ground Heave or Landslip d) for Damage while the Home is being altered, repaired, cleaned, maintained or extended e) for Damage to outBuildings and garages which are not of Standard Construction f) for Damage while the Home is lent, let or sublet g) for the cost of general maintenance h) for Damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause i) for Damage arising from faulty design, specification, workmanship or materials j) for Damage from mechanical orelectrical faults or breakdown k) for Damage caused by dryness, dampness, extremes of temperature or exposure to light l) for Damage to swimming pools, tennis courts, drives, patios, footpaths and terraces, walls, gates and fences and fuel tanks m) for any Damage caused by or contributed to by or arising from any kind of pollution and/or contamination n) for loss or Damage while the Buildings are Unoccupied (unless otherwise agreed by Us) o) for loss or Damage caused by tree root action p) for loss or Damage caused by Settlement or shrinkage

Section two

Contents

This part of the policy sets out the cover we provide for the **Contents** of **Your Home** at **Your Premises** if this section is shown on **Your Schedule**.

What is covered loss or Damage to Your Contents resulting from: -	What is not covered (see also General Exclusions) We will not pay: -
1. fire, lightning, explosion or earthquake	a) the Excess in the Schedule
2. storm, Flood or weight of snow	a) the Excess in the Schedule b) for property in the open
3. any person taking part in a riot, violent disorder strike, labour disturbance, civil commotion or acting maliciously (including malicious acts and vandalism)	a) the Excess in the Schedule b) for loss or Damage while the Buildings are Unoccupied (unless otherwise agreed by Us) c) for loss or Damage caused by Your tenant, guest or visitor
4. escape of water from and frost Damage to fixed water tanks, apparatus or pipes, (including but not limited to washing machines, domestic fish tanks and dishwashers)	a) the Excess in the Schedule b) for loss or Damage caused by Subsidence, Ground Heave or Landslip c) for loss or Damage while the Buildings are Unoccupied (unless otherwise agreed by Us) d) for loss or Damage resulting from escape or overflow of water from gutters e) for any expenses should You retain any experts or contractors other than those carrying out emergency works without Our express consent, the engagement of these contractors or experts will at all times be subject to Our approval and We reserve the right to select experts from Our own panel
5. escape of oil from a domestic fixed oil-fired heating installation and smoke Damage caused by a fault in any fixed domestic heating installation	a) the Excess in the Schedule b) more than €1000 for domestic oil infixed fuel oil tanks c) for loss or Damage while the Buildings are Unoccupied (unless otherwise agreed by Us) d) for any expenses should You retain any experts or contractors other than those carrying out emergency works without Our express consent, the engagement of these contractors or experts will at all times be subject to Our approval and We reserve the right to select experts from Our own panel
6. collision or impact involving any vehicle, train, aircraft or other aerial device or items dropped or falling from them, animal, falling trees, lamp post, telegraph pole, aerial or satellite dish	a) the Excess in the Schedule b) loss or Damage caused by domestic pets owned by You c) for loss or Damage arising from the cutting down or cutting back or felling of trees or branches d) the cost of removing fallen trees unless the Buildings are Damaged when the tree fell

Section two

Contents(continued)

What is covered loss or Damage to Your Contents resulting from: -	What is not covered (see also General Exclusions) We will not pay: -
7. theft or attempted theft	a) the Excess in the Schedule b) for loss or Damage whilst the Home is lent, let or sublet unless the loss or Damage is caused by violent and/or forcible entry and/or exit c) for loss or Damage caused by You, Your Family, Your domestic employees, boarders, paying guests or tenant d) for loss or Damage while the Buildings are Unoccupied (unless otherwise agreed by Us) e) for loss or Damage by deception unless the only deception practiced is to gain entry to Your Home f) for loss or Damage to shotguns unless You have complied with the requirements of the Firearm (Secure Accommodation) Order, 2009
8. Subsidence or Ground Heave of the site upon which the Buildings stand or Land-slip	a) the first €1500 of each and every loss b) for loss or Damage to domestic fixed fuel-oil tanks, solid floors, swimming pools, tennis courts, drives, patios and terraces, footpaths, walls, gates and fences unless the walls of the Buildings is also affected at the same time by the same event c) for loss or Damage arising from faulty design, specification, workmanship or materials d) for loss or Damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) for loss or Damage whilst the Buildings are undergoing any demolition, structural repairs, alterations or extensions f) for loss or Damage caused by the Settlement or bedding down of new structures, or the Settlement or movement of newly made up ground or caused by coastal, lake or river erosion or erosion from the escape of water from any underground pipe g) for loss or Damage resulting from tunnelling work h) should You retain any experts or contractors other than those carrying out emergency works without Our express consent, the engagement of these contractors or experts will at all times be subject to Our approval and We reserve the right to select experts from Our own panel i) for loss of or Damage to the Contents unless the Buildings are Damaged simultaneously j) Damage to solid floor slabs or Damage resulting from their movement unless the foundations beneath the external walls of the Buildings are Damaged at the same time

Section two

Contents(continued)

Extra Covers

In addition to covering **Damage** to **Your Contents**, at **Your Premises** arising from causes 1 to 8 **We** also provide the following covers.

What is covered This section of the insurance also covers:-	What is not covered (see also General Exclusions) We will not pay:-
A) Accidental Damage to: • televisions and satellite decoders • audio and video equipment and the like • radios • Computers and games and/or multimedia consoles all situated within Your Home which You own or for which You are legally responsible.	a) the Excess in the Schedule b) for Damage or deterioration caused during any process of cleaning, repair, maintenance, renovation, dismantling dyeing, heating or washing c) for Damage to films, records, CD's, DVD's, cassettes, discs or Computer software d) for mechanical or electrical faults or breakdown, faulty or defective design, workmanship or materials, or use not in accordance with the manufacturer's instructions e) for loss or Damage while the Buildings are Unoccupied (unless otherwise agreed by Us) f) for loss or Damage while the Home is lent, let or sublet unless the loss or Damage follows a violent and/or forcible entry and/or exit g) for loss or Damage caused by domestic pets h) for loss or Damage to portable equipment whilst being moved i) for loss or Damage whilst any equipment is being used professionally
B) HOUSEHOLD REMOVAL fire, lightning, explosion, earthquake, theft or attempted theft only while Your Contents are being moved to Your new Home or to or from any bank, safe deposit or furniture store/ depository	a) the Excess in the Schedule b) for Contents outside the Territorial Limits c) for Money or Credit Cards d) any amount over 20% of the sum Insured under section two for Contents being removed from a furniture store/ depository to Your new Home
C) GLASS & SANITARY FITTINGS Accidental Damage and breakage of: • fixed glass and double glazing • Sanitary Ware • mirrors • glass tops and fixed glass in furniture • ceramic hobs forming part of the Buildings	a) the Excess in the Schedule b) for the cost of repairing, removing or replacing frames c) for loss or Damage while the Buildings are Unoccupied (unless otherwise agreed by Us) d) more than €2000 in any one Period Of Insurance. If You claim for such a loss under sections one and two, We will not pay more than €2000 in total

Section two

Contents(continued)

What is covered This section of the insurance also covers:-	What is not covered (see also General Exclusions) We will not pay:-
D) TEMPORARILY REMOVED the Contents, if these are not already Insured, whilst they are temporarily removed from the Premises against loss or Damage directly caused by any of the causes Insured under numbers 1-8 of this section while the Contents are: • in any occupied private dwelling • in any Buildings where You are living or working • in any Building for valuation, cleaning or repair • in any furniture store/ depository • in any bank or safe deposit	a) the Excess in the Schedule b) for Contents outside the Territorial Limits c) for Money, Credit Cards or pedal cycles d) any amount over 20% of the sum Insured under section two for Contents in a furniture store/ depository e) for loss or Damage to property which has been removed for sale or exhibition purposes f) for Damage or deterioration caused during any process of cleaning, repair, maintenance, renovation, dismantling, dyeing, heating or washing g) for loss or Damage by theft not involving entry to or exit from a Building by forcible and/or violent means
E) LOSS OF KEYS costs You have to pay for replacing locks to safes, alarms and outside doors in the Home following theft or loss of Your keys	a) the Excess in the Schedule b) any amount over €500 in total
F) CHRISTMAS GIFTS loss of or Damage to Christmas gifts by any cause Insured by section two whilst in the Home during the month of December	a) the Excess in the Schedule b) any amount over 20% of the sum Insured under section two for the Contents c) for property excluded under the Contents definition of this policy
G) WEDDING & CIVIL PARTNERSHIP GIFTS loss of or Damage to wedding/Civil Partnership gifts by any cause Insured by section two whilst in the Home during the period one month before and after the wedding/civil partnership	a) the Excess in the Schedule b) any amount over 20% of the sum Insured under section two for the Contents c) for property excluded under the Contents definition of this policy

Section two

Contents(continued)

What is covered This section of the insurance also covers:-	What is not covered (see also General Exclusions) We will not pay:-
H) LOSS OF RENT/ ALTERNATIVE ACCOMMODATION for as long as the Buildings are uninhabitable following loss or Damage which is covered under section two We will pay: • up to twelve months rent You have to pay as occupier • necessary costs of comparable alternative accommodation which You have to pay for until the Buildings are repaired or reinstated. The reinstatement must be done without delay.	a) any amount over 10% of the sum Insured under section two for the Contents of the Buildings Damaged or destroyed b) If You claim for such loss under sections one and two We will not pay more than 10% of whichever section (one or two) has the greater maximum sum Insured in total
I) TENANTS Accidental Damage TO Buildings Your legal responsibility as a tenant for loss or Damage to the Buildings caused by loss or Damage which is covered under section two	a) the Excess in the Schedule b) any amount over 10% of the sum Insured under section two for the Contents of the Buildings Damaged or destroyed c) for loss or Damage caused by fire, lightning or explosion to the Buildings other than to the landlord's fixtures or fittings d) for loss or Damage arising from Subsidence, Ground Heave or Landslip e) for loss or Damage caused by any person taking part in a riot, violent disorder, strike, labour, disturbance, civil commotion or acting maliciously (including malicious acts and vandalism) f) for loss or Damage while the Buildings are Unoccupied (unless otherwise agreed by Us)
J) MAINS SERVICES the cost of repairing Accidental Damage to: • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables which You are legally responsible for as tenant only	a) the Excess in the Schedule b) for Damage due to wear and tear or any gradually operating cause c) more than €2000 in any Period Of Insurance. If You claim for such loss under sections one and two, We will not pay more than €2000 in total

Section two

Contents(continued)

What is covered This section of the insurance also covers:-	What is not covered (see also General Exclusions) We will not pay:-
K) FATAL INJURY fatal injury to You, happening at the Premises shown in the Schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months as a result of such injury, for the following amounts: • €10000 for each Insured person over the age of majority in the Republic of Ireland • €5000 for each Insured person under the age of majority in the Republic of Ireland at the time of the incident	
L) DOMESTIC FREEZER COVER the cost of replacing Your food in Your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	a) the Excess in the Schedule b) for loss or Damage caused by any electricity or gas company cutting off or restricting Your supply c) for loss or Damage due to the failure of Your electricity or gas supply caused by a strike or any other industrial action d) for loss or Damage to the Contents of Your fridge or freezer if Your fridge or freezer is 10 years of age or older e) for loss or Damage or deterioration caused by Your wilful act or neglect f) any amount exceeding €750 per unit (unless otherwise agreed by Us)
M) REINSTATEMENT OF DEEDS & DOCUMENTS Loss or Damage to Your deeds, registered bonds and other personal documents by any cause Insured by section two but only for the value of the materials as stationary together with the cost of clerical labour in re-writing them	a) the Excess in the Schedule b) any amount greater than €2500 in total

Section two

Contents(continued)

What is covered This section of the insurance also covers:-	What is not covered (see also General Exclusions) We will not pay:-
N) FIRE BRIGADE CHARGES Following loss or Damage which is covered under section one We will pay the cost of the charges made on You by a local authority (as permitted by legislation) as a result of any incident which is Insured by this policy	a) If You claim for such loss under Sections one and two We will not pay more than €2000 in total
O) PERSONAL Money Accidental loss of or Accidental Damage to Money belonging to You, anywhere in the world, up to €650	a) the Excess in the Schedule b) for loss of Money from the Premises while any part of the Premises is lent, let or sub-let, unless entry to or exit from the Premises is made using violence and/or force. c) for stealing of Money from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit is made using violence and/or force d) for shortages caused by error or omission e) for depreciation in value f) for losses not reported to the Gardai or Police within 24 hours of discovery g) for confiscation or detention by customs or other officials
P) Credit Cards Financial loss arising from unauthorised use following loss or theft of Your credit card(s) up to €900	a) the Excess in the Schedule b) for the unauthorised use by a member of Your Family c) for liability following breach of the terms and conditions of use d) for losses not reported to the card issuing company within 24 hours of discovery e) for confiscation or detention by customs or other officials

Section two

Contents(continued)

What is covered This section of the insurance also covers:-	What is not covered (see also General Exclusions) We will not pay:-
Q) ACCIDENTS TO DOMESTIC STAFF We will indemnify You for amounts You become legally liable to pay, (including costs and expenses which We have agreed in writing), to any person who is in Your personal domestic service and is under a contract of service with You: • for loss of or Damage to property • for death, injury, illness or disease by accident happening during the Period Of Insurance and resulting from the work they are employed to do, within the Territorial Limits The maximum We will pay for any one accident or series of accidents arising out of any one event, including the costs and expenses which We have agreed in writing is €3,000,000	We will not indemnify You: a) for loss of or Damage to property, death, injury, illness or disease arising directly or indirectly:- • from any motor vehicle, caravan, trailer, watercraft, boards or any other craft designed to be used in or on water, aircraft, or parts and accessories for any of them outside the Premises • from any vehicle used for racing, pace making or speed testing • from Your job or while You are carrying on any profession, occupation, business or employment • from any communicable disease or condition • from Asbestos and Asbestos Dust • out of work of a construction or reconstruction nature or structural alterations or demolition or any operation incidental thereto • to independent consultants or contractors and/or their employees • from any agreement unless Liability would have otherwise attached • from tree felling or lopping b) anywhere outside the Territorial Limits unless otherwise agreed by Us and specified on the Schedule

Optional Cover Accidental Damage to the Contents Extension 1

The following extension to cover applies **ONLY** if the **Schedule** shows that **Accidental Damage** to the **Contents** is included.

What is covered The extension covers:-	What is not covered (see also General Exclusions) We will not pay:-
Accidental Damage to the Contents within the Home	a) the Excess in the Schedule b) for Damage or any proportion of Damage which We specifically exclude elsewhere under section two c) for Damage to Contents within garages and outbuildings d) for Damage or deterioration of any article caused by dyeing, cleaning, repair, renovation, restoration, re-framing or whilst being worked upon e) for Damage caused by chewing, tearing, scratching or fouling by animals f) any amount over €1500 in total for porcelain, china, glass and other brittle articles (unless otherwise agreed by Us) g) for Money, Credit Cards, documents or stamps h) for Damage to contact, corneal or micro corneal lenses, dentures, dental braces or retainers, hearing aids or prostheses of any kind (unless otherwise agreed by Us) i) for Damage while the Home is lent, let or sub let j) for Damage caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause k) for Damage arising out of faulty design, specification, workmanship or materials l) for Damage from mechanical or electrical faults or breakdown m) for Damage caused by dryness, dampness, extremes of temperature and exposure to light n) for any loss or Damage caused by or contributed to by or arising from any kind of pollution and/or contamination o) for loss or Damage while the Buildings are Unoccupied (unless otherwise agreed by Us) p) for loss or Damage to photographic, television, radio or other receiving, recording or reproducing equipment as a result of the fitting, repairing, adjusting or dismantling of any part of such apparatus, or to lamps, tubes or electronic components in such apparatus q) for loss or Damage to records, audio, video or Computer discs, tapes or cassettes r) for loss or Damage as a result of tree root action

Section three

Personal Effects

This section applies **ONLY** if the **Contents** are insured under section two and if the **Schedule** shows that Section three **Personal Effects** are included.

What is covered	What is not covered (see also General Exclusions) We will not pay: -
Your Personal Effects, as detailed in the Schedule of this policy, in the following categories:- 1. unspecified Personal Effects to a maximum of €1000 any one item/ pair or set. Any item with a value above €1000 will not be covered unless specified in the Schedule 2. specified Personal Effects with a value exceeding €1000 any one item/ pair or set as specified in the Schedule Where they are covered while in Your custody anywhere in the Territorial Limits and elsewhere anywhere in the world for a period not exceeding 60 days in any one Period Of Insurance What is covered This section of the insurance covers:- Personal Effects (Unspecified & Specified) Accidental Damage or loss by any external or visible cause	a) the Excess in the Schedule b) for Damage from electrical or mechanical faults or breakdown or inherent defect c) any amount over €1000 for any one item/ pair or set unless stated otherwise in the Schedule or the specification(s) attached to the Schedule d) for Damage or deterioration of any article caused by dyeing, cleaning, repair, renovation, restoration, re-framing or whilst being worked upon e) for Damage to shotguns caused by rusting or bursting of barrels or whilst in the course of use f) for loss or Damage of any sports equipment whilst in the course of play or use g) for any loss of or Damage to contact, corneal or micro corneal lenses, dentures, dental braces or retainers, hearing aids or prostheses of any kind (unless otherwise agreed by Us) h) for theft or disappearance of Jewellery from baggage unless such baggage is carried by hand and under Your personal supervision i) any amount over €2000 in total in respect of theft or disappearance of Jewellery from hotel or motel rooms during Your absence from such rooms j) any amount over €2000 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised Occupant providing the property is within a locked boot or otherwise concealed k) any amount over €500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised Occupant and the property is not left within a locked boot or otherwise concealed l) for any loss or Damage caused by the breaking of strings, reeds or drum heads forming part of any musical instrument m) for mobile phones more specifically Insured elsewhere n) for any loss or Damage to remote controlled models when they are being used o) for loss or Damage to dinghies, canoes, kayaks, surfboards or windsurfers whilst in the course of use in water, white water or fast flowing water, or arising out of sinking or stranding p) for loss or Damage to tents caused by storm, Flood or weight of snow q) for loss or Damage to pedal cycles unless specifically shown in the Schedule under section three optional extension 1

Pedal Cycles Optional Extension 1

The following extension to section three applies **ONLY** if the **Schedule** shows that pedal cycles are included.

Section three of this insurance extends to cover the following :-	We will not pay:-
the cost of repairing or replacing Your pedal cycles following: • theft or attempted theft • Accidental Damage anywhere in the Territorial Limits	a) the <i>Excess</i> in the <i>Schedule</i> b) for loss or <i>Damage</i> to: • tyres • lamps • accessories unless the cycle is stolen or Damaged at the same time c) for loss or <i>Damage</i> due to wear and tear or any gradually operating cause d) for <i>Damage</i> from mechanical or electrical faults or breakdown e) for loss or <i>Damage</i> while the cycle is used for racing or pace making or is let out on hire or is used other than for private purposes f) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked <i>Building</i> at the time of the theft g) more than the sum <i>Insured</i> shown in the <i>Schedule</i>

Section four

Legal Liability to the Public

This section applies only if the **Schedule** shows that either the **Buildings** are **Insured** under section one or the **Contents** are **Insured** under section two of this insurance.

This section applies in the following way:

- if the **Buildings** only are **Insured**, **Your** legal liability is as owner only but not as occupier and is covered under Sub-Section (i) below.
- if the **Contents** only are **Insured**, **Your** legal liability is as occupier only but not as owner and is covered under Sub-Sections (i) and (ii) below.
- if the **Buildings** and **Contents** are **Insured**, **Your** legal liability is as owner and/ or occupier and is covered under Sub-Sections (i) and (ii) below.

What is covered We will indemnify You :-	What is not covered (see also General Exclusions) We will not indemnify You for any liability:-
i. as owner or occupier for any amounts You become legally liable to pay as Damages for • Bodily Injury • Damage to property caused by an accident happening at the Premises during the Period Of Insurance OR ii. as a private individual for any amounts You become legally liable to pay as Damages for • Bodily Injury • Damage to property caused by an accident happening anywhere in the world during the Period Of Insurance	a) for Bodily Injury to: • You • any person who at the time of sustaining such injury is engaged in Your service b) for Bodily Injury arising directly or indirectly from any communicable disease or condition c) arising out of any criminal or violent act to another person d) arising directly or indirectly from Your job or while You are carrying on any profession, occupation, business or employment e) which You have assumed under contract and which would not otherwise have attached f) arising out of ownership, possession or use of: i) any motorised or horse drawn vehicle being used on any roadway defined within any Road Traffic Acts or amending Statutes, other than: • models, toys and domestic gardening equipment used within the boundaries of the land belonging to You at the Premises. • pedestrian controlled gardening equipment used elsewhere • vehicles designed to assist disabled persons, which are not registered for road use ii) any power-operated lift iii) any aircraft other than powered model aircraft with an engine capacity not exceeding 10cc and/ or wing span not exceeding 1.88 metres and non-powered model aircraft unless such model aircraft are participating in flying displays iv) any animal other than cats, horses, or dogs (see v below) v) any dogs as specified in regulations under the Control of Dogs Act 1986 or any amendments thereto

What is covered We will indemnify You:-	What is not covered (see also General Exclusions) We will not indemnify You for any liability:-
	vi) any watercraft or board designed to be used on or in the water other than sailboards, surfboards, windsurfers, or those solely propelled by oars or paddles which are hand or foot operated. vii) dangerous implements (e.g. chainsaws, blow torches, kango hammers, welding equipment and/or any equipment necessitating the use of protective clothing) which are being used other than at the Premises as described in the Schedule. g) arising out of work of a construction or reconstruction nature or structural alterations or demolition or any operation incidental thereto h) arising out of the ownership, possession, use or discharge of any firearm other than licensed sporting shotguns used exclusively for sporting purposes i) arising out of Your ownership, occupation, possession or use of any land or Building that is not within the Premises j) in respect of any kind of pollution and/or contamination other than: - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the Period Of Insurance at the address(es) named in the Schedule; and - reported to Us not later than 30 days from the end of the Period Of Insurance; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident k) in respect of an action for Damages brought in a Court of Law outside the Republic of Ireland l) if You are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted m) arising from Asbestos and Asbestos Dust

Section four (continued)

Legal Liability to the Public

Limit of insurance

We will not pay

- in respect of pollution and/or contamination:-
more than **€3000000** in all
- in respect of other liability covered under section four: more than **€3000000** in all for any one accident or series of accidents arising out of any one event, including the costs and expenses which **We** have agreed in writing.

Claims Conditions Applicable to the Whole of this Insurance

Your duties

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

1. **You** must as soon as reasonably possible contact

KennCo Household Claims Department

Ph: 0818-333 800

Fax: 01-4954627

Email: homeclaims@kennco.ie

Our Claims Team is there to assist and advise **You** in every aspect of **Your** claim

2. **You** must provide **Us** with written details of what has happened within 30 days of notification of any claim and provide any other information **We** may require
3. **You** must forward to **Us** any writ, summons, notice of prosecution or other legal document **You** receive, unanswered, on receipt to the Kennco Household Claims Department.
4. **You** must inform the Gardai or Police and **Us** within 24 hours following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property
5. **You** must not admit liability or offer or agree to settle any claim without **Our** written permission

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

How We deal with Your claim

1. Defence of claims

We:

- take full responsibility for conducting, defending or settling any claim in **Your** name
- take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance

2. Fraudulent claims

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, in any way **We** may, as soon as is practicable after becoming aware of that fact, notify **You** (on paper or on another durable medium) that **We:**

- a) refuse all liability to **You** in respect of any claim made from the date of the submission of the fraudulent claim,
- b) need not return any sums paid under this policy and may recover from **You** any sums paid by **Us** in respect of the claim, and
- c) are treating this policy as being terminated with effect from the date of the submission of the fraudulent claim.

How We Settle Claims

SECTION ONE: Buildings

How We deal with Your claim

If **You** claim for loss or **Damage** is covered under section one, **We** will at **Our** option replace, reinstate or pay the full cost of repair as long as:

- the **Buildings** were in a good state of repair immediately prior to the loss or **Damage**; and
- the sum **Insured** is enough to pay for full cost of re**Building** the **Buildings** in their present form; and
- the **Damage** has been repaired or loss has been reinstated.

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

We will take an amount off for wear and tear from the cost of any replacement or repair of any felt roof.

Where **We** agree to pay **You**, **We** reserve the right to make staged payments as works progress and to retain up to 10% of the agreed cost of repair/reinstatement until all works are complete, final invoice submitted and final inspection completed by **Us** or **Our** representatives

Your Sum Insured

We will not reduce the sum **Insured** under section one after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or **Damage**.

If **You** are under **Insured**, which means the cost of rebuilding the **Buildings** at the time of loss or **Damage** is more than **Your** sum **Insured** for the **Buildings**, then **We** will only pay a proportion of the claim. For example if **Your** sum **Insured** only covers one half of the cost of re**Building** the **Buildings**, **We** will only pay one half of the cost of repair or replacement.

Limit of Insurance

We will not pay more than the sum **Insured** for each address shown in the **Schedule**.

SECTION TWO: Contents

How We deal with Your claim

If **You** claim for loss or **Damage** to the **Contents** **We** will at **Our** option repair, replace or pay for an article covered under section two.

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

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

The above basis of **Settlement** will not apply to clothes, household linen or pedal cycles, TV sets, DVD players, camcorders, videos, record players, compact disc players, video recorders, **Home Computers**, laptop **Computers**, game consoles and similar equipment including CDs, tapes, records, and software over one year old, where **We** will take off an amount for wear and tear and depreciation.

We will not pay the cost of replacing or repairing any un**Damaged** parts of the **Contents** which form part of a pair, set or suite or part of a common design or function when the loss or **Damage** is restricted to a clearly identifiable area or to a specific part.

Your Sum Insured

We will not reduce the sum **Insured** under section two after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or **Damage**.

If **You** are under **Insured**, which means the cost of replacing or repairing the **Contents** at the time of the loss or **Damage** is more than **Your** sum **Insured** for the **Contents**, then **We** will only pay a proportion of the claim. For example if **Your** sum **Insured** only covers one half of the cost of replacing or repairing the **Contents**, **We** will only pay one half of the cost of repair or replacement.

Limit of Insurance

We will not pay any more than the sum **Insured** for the **Contents** of each address shown in the **Schedule**.

SECTION THREE: Personal Effects

How We deal with Your claim

We will at **Our** option repair, replace or pay for any article lost or Damaged.

The above basis of **Settlement** will not apply to clothes, household linen, pedal cycles, TV sets, DVD players, camcorders, videos, record players, compact disc players, video recorders, **Home Computers**, laptop **Computers**, game consoles and similar equipment including CDs, tapes, records, and software over one year old, where **We** will take off an amount for wear and tear and depreciation.

We will not pay the cost of replacing or repairing any unDamaged parts of the **Personal Effects** which form part of a pair, set or suite or part of a common design or function when the loss or **Damage** is restricted to a clearly identifiable area or to a specific part.

Your Sum Insured

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

However, if **Personal Effects** are lost or Damaged away from the **Home** **We** will not take account of the value of **Personal Effects** in the **Home** at the time of such loss or **Damage**.

Limit of Insurance

We will not pay more than the sum(s) **Insured** shown in the **Schedule**.

Family Legal Protection

Helpline Number : 01- 6533915

This is Your Family Legal Protection Policy - it includes everything You need to know about Your cover.

We suggest **You** keep this document in a safe place as **You** will need to refer to it if **You** need to make a **claim**.

Policy Arranged by: KennCo Underwriting Ltd

Suites 5- 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. KennCo Underwriting Ltd T/A KennCo Insurance is regulated by the Central Bank of Ireland.

And;

MIS Underwriting Ltd

14a Jocelyn Street, Dundalk, Co Louth

MIS Group is authorised and regulated by the Financial Conduct Authority of the United Kingdom, registration no: 307266 and is regulated by the Central Bank of Ireland for conduct of business rules.

Policy Insured by: AmTrust International Underwriters (AIU) DAC

6-8 College Green, Dublin 2, Ireland

AmTrust International Underwriters DAC is a designated activity company registered in Ireland under registration number 169384. AmTrust International Underwriters DAC is regulated by the Central Bank of Ireland.

WELCOME TO Family LEGAL PROTECTION

Thank **You** for taking out **Family** Legal Protection. To make sure **You** get the most from **Your** cover, please take time to read this policy which explains the contract between **You** and **Us**. If **You** have any questions or would like more information, please contact **Your** insurance adviser.

How We can help

To make a claim under **Your** policy, please call the helpline number on 01-6533915

We will ask **You** about **Your** legal dispute and if necessary call **You** back at an agreed time to give **You** legal advice. If **Your** dispute needs to be dealt with as a claim under this policy, **We** will give **You** a claim reference number. At this point **We** will not be able to tell **You** whether **You** are covered but **We** will pass the information **You** have given **Us** to **Our** claims-handling teams and explain what to do next.

You can phone **Us** between the times shown under **HELPLINE SERVICES** on page 43 of the policy on 353 1 6533915 if **You** require advice on any personal legal problem subject to the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man.

Please note that all calls to and from MIS Underwriting Ltd are recorded for training and quality purposes.

When We cannot help

Please do not ask for help from a lawyer, accountant or anyone else before **We** have agreed. If **You** do, **We** will not pay the costs involved even if **We** accept the claim.

Problems

We will always try to give **You** a quality service. If **You** think **We** have let **You** down, please write to MIS Underwriting Ltd, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2, or **You** can phone **Us** during standard office hours on 01 872 0179 or email **Us** at underwriting@misgroup.online.

Details of **Our** internal complaint-handling procedures are available on request. If **You** are still not satisfied, **You** can contact: The Insurance Division of the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. **You** can also contact them on 01 567 7000. website: www.fspo.ie

(Using this service does not affect **Your** right to take legal action.) MIS Underwriting Limited, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European (Insurance Distribution) Regulations, 2018, (IDR) in respect of General Insurance, registration number: C190040.

Data Protection MIS Underwriting

Who We are

In this notice, '**We**', '**Us**' and '**Our**' refers to MIS Underwriting Ltd. For full information concerning MIS Underwriting Ltd. please visit www.misunderwriting.com **We** may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

Our approach to Privacy

The privacy and security of **Your** personal information is very important to **Us**. **We** protect **Your** information with security measures under the laws that apply. **We** keep **Our Computers**, files and **Buildings** secure.

The information You provide MIS Underwriting Ltd

We may receive personal information about **You**, when **You** contact MIS Underwriting Ltd for example by doing either of the following:

- Reporting an incident involving **Your Home**
- Reporting an incident involving **Your Vehicle**

This Information may include:

- Basic personal information such as **Your** name, address, email address, telephone number, date of birth or age, gender and marital status, **Your** car, **Your Home**, **Your** household or **Your** travel arrangements
- Information about **Your** other policies, Claims history, Claims **Data**
- Sensitive personal information such as criminal convictions, motoring offences and about **Your** health (current state of health or existing conditions)

Personal information (including details of injuries) may be recorded on claims registers i.e Insurance Link, and shared with other insurers. **We** may search this register to detect and prevent fraud. For further information on Insurance Link <http://inslink.ie/>

How Your Data is used and shared by Insurers and Databases in relation to insurance

The **Data You** provide will be used by **Us** and shared with other insurers as well as certain statutory and other authorised bodies

Security

We are committed to protecting the confidentiality and security of the information that **You** provide to **Us** and **We** put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or **Damage** to, or disclosure of loss of **Your** information.

Insurance Administration

Your information may be used for the purposes of insurance administration by the **Insurer**, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention.

Information may also be shared with other insurers either directly or via those acting for the **Insurer**, such as Investigators or Loss Adjusters.

Update Your information, request to erase Your Data, subject access request

If **You** wish to contact **Us** regarding this notice **You** can contact **Us** at: - **Data** Protection Officer, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. Telephone: 01 872 0179. Email - underwriting@misgroup.com. online – Please put **Your** request in the subject line.

How to find what information We hold about You

You have the right to request a copy of all the personal information **We** hold about **You** in a Subject access request or to have their **Data** deleted (exemptions may apply), or to have any inaccurate or misleading **Data** corrected or deleted, or to restrict the processing of personal **Data**. To do this simply write to **Us** at the address above or contact **Us** via email.

Complaints

You have the right to complaint about how **We** treat **Your** Personal **Data** and Sensitive Personal **Data** to the **Data** Protection Commission. The DPC can be contacted at <https://www.dataprotection.ie/en/contact/how-contact-us>. **We** are only allowed to keep **Your** information if **We** need it for the reasons outlined above. **We** will keep it in line with the industry, regulatory and contractual requirements.

THE MEANING OF WORDS IN THIS SECTION

We, Us, Our

MIS Underwriting Limited.

You, Your

The person who has taken out this policy.

Insured person

You, and any member of **Your Family** who always lives with **You**. Anyone claiming under this policy must have **Your** agreement to claim.

Representative

The lawyer, accountant or other suitably qualified person whom **We** appoint to act for an **Insured person** in accordance with the terms of this policy.

Period Of Insurance

The period for which **We** have agreed to cover an **Insured person**.

Date of occurrence

- (a) For civil cases, the **date of occurrence** is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.
- (b) For criminal cases, the **date of occurrence** is when the **Insured person** began, or is alleged to have begun, to break the law in question.
- (c) For **Insured incident 7 TAX PROTECTION**, the **date of occurrence** is when the Revenue Commissioner first notifies the **Insured person** in writing of their intention to make an enquiry.

Identity theft

The theft or unauthorised use of an **Insured person's** personal identification which has resulted in the unlawful use of their identity.

Revenue Audit

An examination by the Revenue Commissioners of an **Insured person's** self assessment return for income tax or capital gains tax.

Costs and expenses

A. Accountant's costs

All reasonable and necessary costs chargeable by the **representative**.

B. Attendance expenses

The **Insured person's** net salary or wages for the time that the **Insured person** is off work. **We** will pay for each half or whole day that the court, tribunal or the **Insured person's** employer will not pay for.

The amount **We** will pay is based on the following:-

- the time the **Insured person** is off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours
- if the **Insured person** works full time, the salary or wages for each day equals 1/250th of the **Insured person's** yearly salary or wages;
- if the **Insured person** works part time, the salary or wages will be a proportion of the **Insured person's** weekly salary or wages.
- If the **Insured person** is self employed, **We** will pay net salary or wages that the **Insured person** draws from the business to cover their own personal cost-of-living expenses.

C. Communication costs

Costs of phone calls, faxes or postage incurred by the **Insured person** to communicate with the Gardai, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents.

D. Legal costs

All reasonable and necessary costs charged by the **representative** on a party/party basis. For **Insured Incident 3 Bodily Injury** **We** will initially pay the application fee required by the Injuries Board (IB).

E. Opponents' costs

The costs incurred by opponents in civil cases if an **Insured person** has been ordered to pay them, or pays them with **Our** agreement.

Territorial limit

For **Insured incidents 1 CONTRACT DISPUTES** and **3 Bodily Injury**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other **Insured incidents**

The Republic of Ireland.

Data Protection Legislation

The relevant **Data** Protection Legislation in force within the **Territorial Limits** where this cover applies at the time of the **Insured** Incident.

Cover

We agree to provide the insurance in this policy, as long as:

- (a) the premium has been paid; and
- (b) the date of occurrence of the **Insured incident** is during the **Period Of Insurance**; and
- (c) any legal proceedings will be dealt with by a court, or other body which **We** agree to, in the **territorial limit**; and
- (d) for civil claims, it is always more likely than not that an **Insured person** will recover Damages (or obtain any other legal remedy which **We** have agreed to) or make a successful defence.

WHAT WE WILL PAY

- i. For all **Insured incidents** under this policy, **We** will pay **legal costs** and **opponents' costs**;
 - ii. for **Insured Incident 3 Bodily Injury** claims, **We** will pay the application fee required by the Injuries Board (IB);
 - iii. for **Insured incident 7 TAX PROTECTION**, **We** will pay **accountants' costs**;
 - iv. for **Insured incident 8 JURY SERVICE AND COURT ATTENDANCE**, **We** will pay **attendance expenses**;
 - v. for **Insured incident 2 IDENTITY THEFT**, **We** will pay **communication costs**.
2. For all **Insured incidents** **We** will pay **costs and expenses** to make or defend against an appeal as long as the **Insured person** tells **Us** within the time limits allowed that they want **Us** to appeal. Before **We** pay the **costs and expenses** for appeals, **We** must agree that it is always more likely than not that the appeal will be successful.
 3. The most **We** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €65,000.

HELPLINE SERVICES

Helpline Number : 01- 6533915

We are available to answer **Your** call 24 hours a day, seven days a week during the **Period Of Insurance**.

All helplines apply to the Republic of Ireland unless otherwise stated.

To help **Us** check and improve **Our** service standards, **We** record all calls, except those to the counselling service. When phoning, please tell **Us** **Your** policy number or the name of the scheme **You** are in and quote 'KennCo'. Please do not phone **Us** to report a general insurance claim.

Legal advice service

We will give an **Insured person** confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man.

Identity theft

We will provide an **Insured person** who is resident in the Republic of Ireland with detailed guidance and advice over the phone in relation to or relating to concerns about identity theft.

The helpline is open 9am to 5pm, Monday to Friday. **n.b. We do not provide a call back service for this helpline if You call outside of the operating hours.**

Health and medical information service

We will give an **Insured person** information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve overall health. Between the hours of 7pm and 9am **We** will take a message and one of **Our** health and medical advisors will contact the **Insured person** the next day or at an agreed time.

Counselling

We will provide an **Insured person** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

Assistance Service

We provide these services 24 hours a day, seven days a week during the **Period Of Insurance**. All services apply to the Republic of Ireland unless otherwise stated. To help **Us** check and improve **Our** service standards, **We** record all calls. When phoning, please tell **Us Your** policy number or the name of the scheme **You** are in. Please do not phone **Us** to report a general insurance claim.

Insured incidents We will cover

1. CONTRACT DISPUTES

We will negotiate for an **Insured person's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which an **Insured person** has entered into for:

- a. buying or hiring in goods or services; or
- b. selling goods;

Provided that:

- i. **the Insured person has entered into the agreement or alleged agreement during the Period Of Insurance;**

and

- ii. **the amount in dispute is more than €150.**

What is not covered under CONTRACT DISPUTES

A claim relating to:

- (1) a contract regarding an **Insured person's** trade, profession, employment or any business venture;
- (2) construction work on any land, or designing, converting or extending any **Building** where the contract value exceeds €7,500 (including VAT);
- (3) the **Settlement** payable under an insurance policy (**We** will negotiate if an **Insured person's Insurer** refuses their claim, but not for a dispute over the amount of the claim);
- (4) a dispute arising from any loan, mortgage, pension, investment or borrowing;
- (5) a dispute over the terms of a lease of land or **Buildings** or a licence or tenancy of land or **Buildings**. However, **We** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

2. IDENTITY THEFT

Identity theft support service

Following a call to the **identity theft** helpline service, **We** will help to restore an **Insured person's** identity and credit status if they have become a victim of **identity theft**. **We** will assign a personal case worker who will provide phone advice to help regain an **Insured person's** identity.

Legal costs

Following an **Insured person's identity theft**:

- (1) **We** will pay **legal costs** to reinstate an **Insured person's** identity including costs for the signing of statutory declarations or similar documents;
- (2) **We** will negotiate for an **Insured person's** legal rights in a dispute with debt collectors or any party pursuing legal action against an **Insured person** arising from or relating to **identity theft**;
- (3) **We** will pay loan-rejection fees and any re-application administration fee for a loan when an **Insured person's** original application has been rejected.

Provided that;

- (i) **the Insured person files a Garda report and notifies banks and Building societies as soon as possible; and**
- (ii) **the Insured person tells Us if they have previously suffered identity theft; and**
- (iii) **the Insured person takes all reasonable action to prevent continued unauthorised use of their identity.**

What is not covered under Identity theft

- (1) Fraud committed by another **Insured person** under this policy.
- (2) Losses arising from an **Insured person's** business activities.

3. Bodily Injury

We will negotiate for an **Insured person's** legal rights in a claim against a party who causes the death of, or **Bodily Injury** to, an **Insured person**. This includes helping an **Insured person** to register their claim with the Injuries Board (IB).

What is not covered under Bodily Injury

- (1) Illness or **Bodily Injury**, which happens gradually or is not caused by a specific or sudden accident.
- (2) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical **Bodily Injury** to the **Insured person**.
- (3) Clinical negligence.
- (4) Defending an **Insured person's** legal rights, but defending a counter-claim is covered.
- (5) The cost of obtaining a medical report when registering a claim with the IB.

4. CLINICAL NEGLIGENCE

We will negotiate for an **Insured person's** legal rights where it is alleged that accidental death or **Bodily Injury** to an **Insured person** has resulted from a single negligent act of surgery, clinical or medical procedure.

What is not covered under CLINICAL NEGLIGENCE

- (1) The alleged failure to correctly diagnose the **Insured person's** condition.
- (2) Psychological injury or mental illness that is not associated with an **Insured person** having suffered physical **Bodily Injury**.

5. EMPLOYMENT DISPUTES

We will negotiate for an **Insured person's** legal rights in a dispute relating to their contract of employment or future employment.

What is not covered under EMPLOYMENT DISPUTES

- (1) Employers' disciplinary hearings or internal grievance procedures;
- (2) Any claim relating solely to personal injury.

6. PROPERTY PROTECTION

We will:

- (a) negotiate for an **Insured person's** legal rights in a civil action; and/or
 - (b) arrange mediation (if appropriate);
- for a dispute relating to material property (including the **Insured person's** principal and holiday **Home**) which is owned by an **Insured person**, or for which an **Insured person** is responsible, following:
- (1) an event which causes physical **Damage** to such material property, provided that the amount in dispute is more than €150;
 - (2) a legal nuisance (meaning any unlawful interference with an **Insured person's** use or enjoyment of their land, or some right over, or in connection with it);
 - (3) a trespass.

What is not covered under PROPERTY PROTECTION

- (1) A claim relating to:
 - (a) a contract entered into by an **Insured person**;
 - (b) any **Building** or land other than the **Insured person's** principal or holiday **Home**;
 - (c) someone legally taking an **Insured person's** material property from them, whether the **Insured person** is offered **Money** or not, or restrictions or controls placed on an **Insured person's** material property by any government or public or local authority;
 - (d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical **Damage**;
 - (e) mining **Subsidence**.
- (2) Defending a claim relating to an event that causes physical **Damage** to material property, but defending counter-claim is covered.
- (3) The first €350 of any claim for legal nuisance or trespass. This is payable as soon as **We** accept the claim.

7. TAX PROTECTION

In the event of a Revenue Commissioner's audit relating to an **Insured person's** self-assessment tax return, **We** will negotiate for an **Insured person**, and represent them in any appeal proceedings.

What is not covered under TAX PROTECTION

- (1) A claim relating to an off shore account held by an **Insured person**.
- (2) The tax affairs of a company, or any claim if the **Insured person** is self-employed, or a sole-trader, or in a business partnership.
- (3) Any Revenue Commissioner's audit where the **Insured person** has not submitted a self-assessment tax return.

8. JURY SERVICE AND COURT ATTENDANCE

An **Insured person's** absence from work:

- (a) to attend any court or tribunal at the request of the **representative**; or
- (b) to perform jury service; or
- (c) to carry out activities specified by the identity theft support service under **Insured incident**

9. LEGAL DEFENCE

- (1) **We** will defend an **Insured person's** legal rights if an event arising from an **Insured person's** work as an employee leads to:
 - (a) an **Insured person** being prosecuted; or
 - (b) civil action being taken against an **Insured person** under legislation for unlawful discrimination.
- (2) **We** will defend an **Insured person's** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

What is not covered under LEGAL DEFENCE

- (1) Parking or obstruction offences.
- (2) The driving of a motor vehicle by an **Insured person** for which the **Insured person** does not have valid motor insurance.

10. PROPERTY SALE AND PURCHASE

We will pursue or defend a legal action arising from a breach of a contract for the sale or purchase of **Your** main **Home**.

What is not covered under PROPERTY SALE AND PURCHASE

- (1) Claims where **You** have purchased this insurance after the date **You** completed the sale or purchase of **Your** main **Home**
- (2) Where the amount in dispute is below €250 plus VAT
- (3) Directly or indirectly arising from planning law
- (4) Directly or indirectly arising from constructing **Buildings** or altering their structure for **Your** use

11. PROBATE

We will pursue legal proceedings within the territorial limit by **You** in respect of a probate dispute involving the will of **Your** deceased parents or grandparents, children, step-children or adopted children where **You** are contesting a will as a named beneficiary or as a member of a class of beneficiaries with an immediate interest.

What is not covered under PROBATE

- (1) Claims in respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced.

12. MOTOR PROSECUTION DEFENCE

We will defend **Your** legal rights in respect of a motoring offence, arising from **Your** use of a vehicle. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

What is not covered under MOTOR PROSECUTION DEFENCE

- (1) Claims for costs and expenses where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- (2) For parking offences which cannot lead to penalty points on **Your** licence

13. DATA PROTECTION

We will pursue a legal action against a person or organisation for breach of **Data** protection legislation which has resulted in **You** suffering a financial loss.

14. SOCIAL MEDIA DEFAMATION

What is Insured

Following defamatory comments made about **You** through a social media website, **We** will write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **We** will write one letter to the author requesting that the comments are removed from the social media website.

What is not covered under SOCIAL MEDIA DEFAMATION

Claims where **You** are not aged 18 years or over.

WHAT IS NOT COVERED BY THIS POLICY

1. A claim where the Insured person has failed to notify Us of the Insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering Damages (or getting any other legal remedy that We have agreed to) or of making a successful defence.
2. An incident or matter arising before the start of this policy.
3. Costs and expenses incurred before Our written acceptance of a claim.
4. Fines, penalties, compensation or Damages which an Insured person is ordered to pay by a court or other authority.
5. A claim intentionally brought about by an Insured person.
6. A legal action that an Insured person takes which We or the representative have not agreed to, or where an Insured person does anything that hinders Us or the representative.
7. A claim relating to written or verbal remarks which Damage an Insured person's reputation.
8. A dispute with Us not otherwise dealt with under Condition 7.
9. Apart from Us, the Insured person is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.
10. Costs and expenses arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.
11. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
12. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the Insured person.
13. A claim caused by, contributed to by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic

CONDITIONS WHICH APPLY TO THE FAMILY LEGAL PROTECTION POLICY

1. An **Insured person** must:
 - (a) keep to the terms and conditions of this policy;
 - (b) try to prevent anything happening that may cause a claim;
 - (c) take reasonable steps to keep any amount **We** have to pay as low as possible;
 - (d) send everything **We** ask for, in writing;
 - (e) give **Us** full and truthful details by phone or in writing of any claim as soon as reasonably possible and give **Us** any information **We** need.
2. (a) **We** can take over and conduct in the name of an **Insured person**, any claim or legal proceedings at any time to the extent permitted under the Consumer Insurance Contracts Act 2019. **We** can negotiate any claim on behalf of an **Insured person**.
 - (b) An **Insured person** is free to choose a **representative** (by sending **Us** a suitably qualified person's name and address) if:
 - (i) **We** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **Insured person** in those proceedings; or
 - (ii) there is a conflict of interest.
 - (c) In all circumstances except those in 2(b) above, **We** are free to choose a **representative**.
 - (d) Any **representative** will be appointed by **Us** to represent an **Insured person** according to **Our** standard terms of appointment. The **representative** must co-operate fully with **Us** at all times.
 - (e) **We** will have direct contact with the **representative**.
 - (f) An **Insured person** must co-operate fully with **Us** and the **representative** and must keep **Us** up to date with the progress of the claim.
 - (g) An **Insured person** must give the **representative** any instructions that **We** ask for.
3. (a) An **Insured person** must tell **Us** if anyone offers to settle a claim.
 - (b) If an **Insured person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **costs and expenses**.
 - (c) **We** may decide to pay the **Insured person** the amount of Damages that the **Insured person** is claiming, or that is being claimed against them, instead of starting or continuing legal proceedings.
4. (a) An **Insured person** must tell the representative to have costs and expenses taxed, assessed or audited, if **We** ask for this.
 - (b) An **Insured person** must take every step to recover costs and expenses and Injury Board application fee(s) that **We** have to pay, and must pay **Us** any costs and expenses and Injury Board application fee(s) that are recovered.
5. If the **representative** refuses to continue acting for an **Insured person** with good reason, or if an **Insured person** dismisses the **representative** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **representative**.
6. If an **Insured person** settles a claim or withdraws it without **Our** agreement, or does not give suitable instructions to a **representative**, the cover **We** provide will end at once and **We** will be entitled to reclaim from **You costs and expenses We** have paid.
7. If there is a disagreement about the way **We** handle a **claim** that is not resolved through **Our** internal complaints procedure, the **Insured person** can contact the Financial Services and Pensions Ombudsman for help.
8. **We** may, at **Our** discretion, require the **Insured person** to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the **Insured person** and **Us**, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **Insured person** will recover Damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence, **We** will pay the cost of obtaining the opinion.
9. **You** can cancel this policy by telling **Us** within 14 days of it being concluded; or at any time afterwards as long as **You** tell **Us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **We** tell **You** at least 14 days beforehand and **We** will provide a reason for any such cancellation.
10. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
11. This policy will be governed by the laws of the Republic of Ireland.

Privacy and Data Protection Notice

1. Data Protection

MIS Underwriting Ltd. are committed to protecting and respecting **Your** privacy in accordance with the current **Data** Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal **Data**, for more information please visit www.misunderwriting.com.

2. How We Use Your Personal Data and Who We Share it With

We may use the personal **Data We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your Data** to safeguard against fraud and **Money** laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such **Data** is conditional for **Us** to be able to provide insurance or manage a claim. Such **Data** will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

We may disclose **Your** personal **Data** to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

4. Your Rights

You have the right to ask **Us** not to process **Your Data** for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your Data** deleted (subject to certain exemptions), to have any inaccurate or misleading **Data** corrected or deleted, to ask **Us** to provide a copy of **Your Data** to any controller and to lodge a complaint with the local **Data** protection authority.

5. Retention

Your Data will not be retained for longer than is necessary, and will be managed in accordance with **Our Data** retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the **Data** for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal **Data**, please contact **The Data Protection Officer**, please see website for full address details.



Suites 5-7 Grange Road Office Park,
Grange Road, Rathfarnham, Dublin 16
T. 01 4994600 | **F.** 01 4954627 | **E.** info@kennco.ie

www.kennco.ie

Company Registered No. 0454673.
Registered office: Suites 5-7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.
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