

Home Protect Insurance

Buy to Let/Holiday Home Policy Document



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Welcome

Thank you for choosing Arachas as your insurance arranger. Arachas has an agency agreement with Zurich Insurance plc ('Zurich') for the provision of home insurance. Your home insurance is underwritten by Zurich Insurance plc.

Your Home Insurance contract consists of two documents:

The policy

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

The schedule

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

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

Please read these documents carefully and keep them in a safe place. If they do not meet your requirements or if you have any queries regarding the cover or terms and conditions, please contact Arachas or Zurich Insurance plc.

If you wish to make alterations to your Policy, they must be notified to us immediately for cover to operate. Such alterations may include the purchase of a piece of jewellery, home improvements such as an extension or the addition of a conservatory to your home.

Emergency Assistance

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

Emergency Helpline

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

Getting your home back in order

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

- We will arrange for an approved contractor to call to your home and deal with your emergency.
- You will be required to pay a call out fee which includes 30 minutes work on-site. The contractor must provide you with a receipt.
- If additional work is required after 30 minutes onsite, then the contractor must provide you with a written estimate and explanation of the work to be carried out.
- You are responsible for instructing the contractor to complete this work. Payment for this work must be collected directly from you. Please retain any damaged materials/goods in order to substantiate any future claim.
- You can claim for the work completed by the contractor under your Home Insurance Policy. Once we are satisfied that the damage/repairs are covered by your policy, we will reimburse you for the agreed amount less any policy excess.
- The advantages to you, our customer, are:
 - faster response to your emergency
 - specially negotiated rates for your repairs or replacement of your items even if the damage is not covered under your Policy
 - help and assistance at a traumatic time.

You can avail of our 24 hour, 365 day helpline, by dialling **1890 208 408**. Our experienced staff will ensure that your emergency is taken care of quickly and efficiently.

Making a Claim

Emergency Assistance

Accidents can happen. If you are unfortunate to have an accident, you can now avail of the Emergency Helpline, dial **1890 208 408**. (24 hours, 365 days a year).

What you should do

First, check your Insurance Policy to see if the incident that has occurred is covered by your Policy. If it is, then please dial **1890 208 408**. We will take details of your claim and arrange for an approved contractor to call out to your home and deal with the damage that has occurred. We will also find out what items have been damaged or stolen and take steps to organise replacements for some of them from our approved suppliers. To access information regarding an existing claim simply call **1890 208 408**.

Claims Notification Period

Please note that all claims must be notified to Zurich within 30 days of their occurrence.

Please refer to the Policy Conditions section of this document and familiarise yourself with your obligations as failure to comply could result in your claim being refused.

Underinsurance

Protecting your property

Each year you should review the amount for which you have insured your buildings and contents. In addition, if home improvements have been carried out, such as the building of an extension or the conversion of the attic, or if you have purchased additional contents, the sums insured should be increased to reflect this.

It is important that the base value of your buildings and contents are regularly reviewed.

Home Protection Tips

Storm

To minimise damage from storms, we suggest the following:

- Mineral felt roofs have a limited life span and are subject to wear and tear and deterioration over time. Check the roof covering at regular intervals and replace the felt where there are signs of deterioration. Remember, your Policy does not cover the maintenance costs involved in repairing or replacing the roof. The Policy specifically excludes damage caused by wear and tear and gradual deterioration.
- Ensure your tiles and guttering are secure.
- Check that the gutters and drains are not blocked.
- If a storm is forecast, make sure all gates are bolted. Put any garden furniture, lawnmowers or plant pots in a garden shed and lock it.

Fire prevention

Every year many people are killed or injured and homes are destroyed as a result of domestic fires. You can reduce the risk of fire by taking the following precautions:

- Do not overload an electrical point. Unplug all appliances when not in use.
- Repair faulty wiring, frayed leads and loose plugs.
- All fires and heaters should have a secure fireguard.
- Chimneys should be swept at least once a year.
- You should install at least two smoke detectors in your house. Smoke detectors should be tested regularly to ensure they are working properly. Change the batteries at least twice a year.

Water damage

There are various weather hazards which you cannot avoid, but against which you can protect your home.

- Should your home become unoccupied during the period between the 1st November to 31st March, the water should be turned off at the mains (or from its supply if not on mains) and the water system and tank (but not heating system) drained.
- Where the property is unoccupied and is being inspected on a weekly basis, we would recommend that a written record is maintained including the date and time of inspection.
- Lag pipes and water tanks wherever possible.
- Leave the underside of tanks free to ensure rising warmth can reach them.
- Replace washers on dripping taps.

Burglary prevention

Unfortunately, theft has become part of everyday life in many areas. Most thieves are opportunists who commit crimes when they spot an easily entered home. Such opportunities can be removed by fitting and using good quality locks on doors and windows and by installing an approved alarm system.

- All external doors should be fitted with five lever mortise deadlocks and the keys should be removed from the lock.
- All patio doors should be fitted with key operated patio door locks. The keys should be removable. A stop should be fitted in the top of the door frame to prevent the doors from being lifted out of their frame.
- All ground floor windows and other accessible windows, fanlights and roof lights should be fitted with key operated security locks or stops with removable keys or key-operated security bolts with removable keys.

The Contract of Insurance

This Policy is a contract between you and us.

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

The Policy, Schedule and any endorsements should be read as if they are one document and any word or expression to which a specific meaning has been given in any part of the contract shall have the same meaning wherever it appears.

The proposal form and declaration signed by the Insured or the Statement of Facts issued to the Insured are the factual basis of the contract.

A handwritten signature in black ink, appearing to read 'Ken Norgrove', with a long horizontal stroke extending to the right.

Ken Norgrove

Chief Executive Officer Ireland

Zurich Insurance plc.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4.

Meaning of Words

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

Bodily injury

Death, injury, illness or disease.

Buildings

The **home**, landlord's fixtures and fittings on or in the **home**, walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts and swimming pools, radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €750) on or in the **home**, all at the situation of the **premises** shown in the schedule.

Contents

Household goods, personal belongings (including **valuable property**), radios and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €750) on or in the **home**, owned by **you** or any member of your **household** or for which **you** are legally responsible.

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

- **Buildings.**
- Motor vehicles, caravans, trailers, aircraft, watercraft, hovercraft, or parts or accessories normally on or in any of them.
- Landlord's fixtures and fittings.
- Any living creature.
- Property owned or held in trust in connection with any business, profession or trade.
- **Money** of any kind.
- Credit cards, charge cards, debit and cash cards.
- Deeds (except as provided under paragraph 21), bonds, bills of exchange, securities, documents, manuscripts.
- Property more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses or reduces the claim, or the sum insured is inadequate on a specified item.
- Plants, trees and shrubs in the garden.

Excess

The monetary amount of any claim which is not insured. This amount is shown in the relevant paragraphs of the Policy or in the schedule.

Family

Your relatives (including your partner and all children) permanently living with **you**.

Flood

- (a) the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam, or
- (b) inundation from the sea whether resulting from storm or otherwise.

Geographical limits

The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.

Ground heave

The upwards expansion of the ground resulting in damage to the building foundations.

Home

The private dwelling, garage and outbuildings used for domestic purposes only, all at the situation of the **premises** shown in the schedule.

Holiday Home

A house, bungalow or self-contained purpose built apartment at the address shown in the Schedule which is not your main residence and used solely for recreational and non-business purposes.

Household

Your **family** and domestic staff permanently living in the **home**.

Money

Cash, cheques, postal orders, bankers drafts, travel tickets, travellers cheques, savings stamps and certificates, premium bonds, current postage stamps, gift tokens, luncheon vouchers, trading stamps and telephone call cards all held for social or domestic purposes.

Premises

The **buildings** and the land within the boundaries belonging to them.

Settlement

The vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the weight of the building.

Subsidence

The downward movement within the ground independent of the building load.

Tenant

Any person living in the **home** under a rental or lease agreement with **you**.

Tenanted

The **home** is **tenanted** when there is a current written rental or lease agreement in place and the **tenant** continues to reside in the **home** under that agreement.

Untenanted

The **home** will be considered **untenanted** when there is no current written rental or lease agreement in place or where a **tenant** has ceased to reside in the **home** before the expiry of the rental or lease agreement (See Terms & Conditions for **Untenanted** properties)

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Not lived in by **you**, your **tenant** or by a person authorised by **you**.

Valuable property

Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, paintings, works of art, curios, antiques, collections of stamps, coins or medals, furs, musical instruments, radios, televisions, other audio or video equipment and computer equipment. The most **we** will pay is 20% of the sum insured by section B Contents, but not more than 10% for any one article, set or collection.

We or us

Zurich Insurance plc.

You

The person or people shown in the schedule as the Insured.

Section A – Buildings

Meaning of Words

Words with special meanings in this section are defined on pages 9 – 11.

The cover

| What is insured <i>The buildings are insured against loss or damage caused by the events in paragraphs 1 to 11.</i> | What is not insured |
|--|---|
| <p>1. Fire, smoke, lightning, explosion or earthquake.</p> | <p>Smoke damage caused by:</p> <ul style="list-style-type: none"> • agricultural or industrial operations, any gradually operating cause, or smog. <p>The first €500 of each incident of loss or damage.</p> |
| <p>2. Storm or flood.</p> | <p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by frost, subsidence, ground heave or landslip • to gates, fences or hedges • due to wear and tear or gradual deterioration • We will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the buildings. <p>The first €500 of each incident of loss or damage.</p> |
| <p>3. Subsidence or ground heave of the site on which the buildings stand or landslip.</p> | <p>Loss or damage in respect of apartment blocks (purpose built or converted).</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by settlement due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials • caused by building on made-up ground or filled-in land |

| What is insured | What is not insured |
|--|---|
| | <ul style="list-style-type: none"> • to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts, outdoor swimming pools unless liability is admitted under the policy for loss or damage to the home from the same cause occurring at the same time • to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause • associated with such causes arising prior to payment of premiums for the period of insurance in which a claim may arise. <p>Loss or damage if any part of the buildings suffered previous loss or damage by subsidence, ground heave or landslip unless same has been disclosed to and accepted by us.</p> <p>The first €1000 of each incident of loss or damage.</p> |
| <p>4. Stealing or attempted stealing. Please refer to the additional Untenanted Properties and Holiday Home Terms and Conditions detailed in our Policy Conditions.</p> | <p>Loss or damage:</p> <ul style="list-style-type: none"> • unless entry to or exit from the home is made using violence and force • caused after the home is left unfurnished or unoccupied for more than 45 consecutive days. <p>The first €500 of each incident of loss or damage.</p> |
| <p>5. Riot, civil, labour or political disturbance.</p> | <p>The first €500 of each incident of loss or damage.</p> |
| <p>6. Vandals or malicious people. Please refer to the additional Untenanted Properties and Holiday Home Terms and Conditions detailed in our Policy Conditions.</p> | <p>Loss or damage caused:</p> <ul style="list-style-type: none"> • by someone lawfully on the premises • after the home is left unfurnished or unoccupied for more than 45 consecutive days. <p>The first €500 of each incident of loss or damage.</p> |

| What is insured | What is not insured |
|---|---|
| <p>7. Escape of water from or the bursting of any fixed domestic water or heating installation. We will also pay for the escape of water from any washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.</p> <p>Please refer to the additional Untenanted Properties and Holiday Home Terms and Conditions detailed in our Policy Conditions.</p> | <p>Loss or damage:</p> <ul style="list-style-type: none"> • after the home is left unfurnished or unoccupied for more than 45 consecutive days • to any fixed domestic water or heating installation due to wear and tear, rust, or gradual deterioration • to tiles, walls, floors and ceilings caused by the gradual leakage or ingress of water from all fixed sanitary ware units including baths and shower units. <p>The first €1,000 of each incident of loss or damage.</p> |
| <p>8. Escape of oil from any fixed domestic heating installation.</p> | <p>Loss or damage:</p> <ul style="list-style-type: none"> • caused after the home is left unfurnished or unoccupied for more than 45 consecutive days • to any fixed domestic heating installation due to wear and tear, rust, or gradual deterioration. <p>The first €1,000 of each incident of loss or damage.</p> |
| <p>9. Collision with the buildings, by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.</p> | <p>Loss or damage caused by your pets.</p> <p>The first €500 of each incident of loss or damage.</p> |
| <p>10. Falling trees or branches.</p> | <ul style="list-style-type: none"> • Loss or damage to gates, fences or hedges • Damage caused by felling or lopping of trees • We will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the buildings. <p>The first €500 of each incident of loss or damage.</p> |
| <p>11. Falling aerials, satellite dishes, aerial fittings or masts.</p> | <p>The first €500 of each incident of loss or damage.</p> |

| What is insured | What is not insured |
|--|--|
| <p>12. Breakage of fixed glass and sanitary ware.</p> <p>Accidental breakage of fixed glass in windows, doors or roofs or fixed sanitary ware in the home.</p> | <p>Loss or damage caused:</p> <ul style="list-style-type: none"> • after the home is left unfurnished or unoccupied for more than 45 consecutive days • by vandals or malicious people lawfully on the premises. <p>The first €500 of each incident of loss or damage.</p> |
| <p>13. Service pipes and cables.</p> <p>Accidental damage to cables, underground pipes or underground tanks servicing the home.</p> | <ul style="list-style-type: none"> • Loss or damage due to wear and tear, rust or gradual deterioration. <p>The first €500 of each incident of loss or damage;</p> |
| <p>14. Blockage of sewer pipes.</p> <p>The cost of breaking into and repairing the pipe between the main sewer and the home following the blockage of the pipe.</p> | <p>The first €500 of each incident of loss or damage.</p> |
| <p>15. Rent.</p> <p>If the home is made uninhabitable by damage from any cause insured by this section, we will pay for the:</p> <ul style="list-style-type: none"> • rent you would have received (including up to two years ground rent) during the period necessary to reinstate the home to a habitable condition • the reasonable extra cost of comparable alternative accommodation incurred by the owner or lessee of the Tenanted property during the period necessary to restore the Tenanted Property to habitable condition. <p>The work of reinstatement or repair must be done without delay.</p> <p>The most we will pay under this paragraph is 15% of the sum insured by this section.</p> | |

| What is insured | What is not insured |
|--|--|
| <p>16. Liability to the public.</p> <p>Any amounts which you, as owner of the premises, become legally liable to pay as compensation for an accident occurring during the period of insurance which causes bodily injury to a person or accidental loss of or damage to property.</p> <p>The most we will pay for any one claim or number of claims arising from one cause is €3,000,000. (This includes all costs agreed by us in writing).</p> | <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> • an agreement which imposes a liability which you would not otherwise have been under • the occupation of the premises • any business, profession or trade. <p>Liability for:</p> <ul style="list-style-type: none"> • bodily injury to a person under a contract of service or apprenticeship with you • loss of or damage to property owned or held in trust by or in the custody or control of you. |
| <p>17. Fire brigade charges.</p> <p>Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the buildings in circumstances which have given rise to a valid claim under this policy. The most we will pay is €2,500 for buildings and/or contents.</p> | |
| <p>18. Extended accidental damage.</p> <p>(Optional Cover – cover is operative if you have purchased Accidental Damage Cover and is detailed in your Schedule).</p> <p>The buildings are insured against any accidental damage in addition to the events under paragraphs 1 to 14 of this section.</p> | <p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, decorating, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown • caused by chewing, scratching, tearing or fouling by domestic pets. <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 14 of this section.</p> <p>The first €500 of each incident of loss or damage.</p> |

| What is insured | What is not insured |
|---|--|
| <p>19. Trace and Access.</p> <p>We will pay up to €750 to remove or replace any part of the buildings necessary to repair any fixed domestic water or heating installation where water or oil has escaped.</p> | <p>Loss or damage:</p> <ul style="list-style-type: none"> to the item from which the escape occurred caused after the home is left unfurnished or unoccupied for more than 45 consecutive days. |

Settling claims

We will pay the full cost of repair or reinstatement as new of the damaged part of the **buildings** provided that the work is done without delay or at our option **we** will arrange for the work to be carried out. However, **we** will deduct an amount for wear and tear if:

- at the time of the loss or damage the sum insured is less than the full cost of rebuilding the **buildings** as new
- the **buildings** are in a poor state of repair or decoration.

We will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

If repair or reinstatement is not carried out **we** will pay the reduction in market value resulting from the loss or damage but only up to what it would have cost to rebuild or repair if such work had been carried out without delay.

The most **we** will pay under paragraphs 1 to 14, 18 and 'Additional costs' below is the sum insured by this section.

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

Underinsurance (Average)

If the sum insured on **buildings** at the time of the insured loss or damage is less than the cost of rebuilding as new all the **buildings** covered then **you** shall be considered as being your own insurer for the difference and **we** will pay only that proportion of the loss or damage which the sum insured bears to such cost.

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

Additional costs

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

- fees to architects, surveyors, consulting engineers and others
- the cost of clearing the site and making it and the **home** safe
- the cost of complying with any government or local authority requirement following loss or damage unless **you** were given notice of the requirement before the loss or damage.

We will not pay:

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

Index Linking

We will automatically uplift the sum insured in line with any increases in the House building Cost Index issued by the Department of the Environment.

This adjustment will continue after any insured loss or damage if the repairs or reinstatement are carried out without delay.

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

Section B – Contents

Meaning of Words

Words with special meanings in this section are defined on pages 9 – 11.

The cover

| What is insured <i>The contents are insured while in the home against loss or damage caused by the events in paragraphs 1 to 11.</i> | What is not insured |
|---|--|
| 1. Fire, smoke, lightning, explosion or earthquake. | Smoke damage caused by: <ul style="list-style-type: none"> • agricultural or industrial operations • any gradually operating cause • smog. The first €500 of each incident of loss or damage. |
| 2. Storm or flood . | Loss or damage caused by frost. The first €500 of each incident of loss or damage. |
| 3. Subsidence or ground heave of the site on which the buildings stand or landslip. | Loss or damage in respect of apartment blocks (purpose built or converted). Loss or damage: <ul style="list-style-type: none"> • caused by settlement due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials • caused by building on made-up ground or filled-in land • unless the home is damaged at the same time by the same cause • to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause • associated with such causes arising prior to payment of premiums for the period of insurance in which a claim may arise. |

| What is insured | What is not insured |
|---|--|
| | <p>Loss or damage if any part of the buildings suffered previous loss or damage by subsidence, ground heave or landslip unless same has been disclosed to and accepted by us.</p> <p>The first €1,000 of each incident of loss or damage.</p> |
| <p>4. Stealing or attempted stealing.</p> <p>Please refer to the additional Untenanted Properties and Holiday Home Terms and Conditions detailed in our Policy Conditions.</p> | <p>Loss or damage:</p> <ul style="list-style-type: none"> • unless entry to or exit from the home is made using violence and force • caused after the home is left unfurnished or unoccupied for more than 45 consecutive days • caused by a member of your household other than domestic staff. <p>The first €500 of each incident of loss or damage.</p> |
| <p>5. Riot, civil, labour or political disturbance.</p> | <p>The first €500 of each incident of loss or damage.</p> |
| <p>6. Vandals or malicious people.</p> <p>Please refer to the additional Untenanted Properties and Holiday Home Terms and Conditions detailed in our Policy Conditions.</p> | <p>Loss or damage caused:</p> <ul style="list-style-type: none"> • by someone lawfully on the premises • after the home is left unfurnished or unoccupied for more than 45 consecutive days. <p>The first €500 of each incident of loss or damage.</p> |
| <p>7. Escape of water from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.</p> <p>Please refer to the additional Untenanted Properties and Holiday Home Terms and Conditions detailed in our Policy Conditions.</p> | <p>Loss or damage caused after the home is left unfurnished or unoccupied for more than 45 consecutive days.</p> <p>The first €1,000 of each incident of loss or damage.</p> |
| <p>8. Escape of oil from any fixed domestic heating installation.</p> | <p>Loss or damage caused after the home is left unfurnished or unoccupied for more than 45 consecutive days.</p> <p>The first €1,000 of each incident of loss or damage.</p> |

| What is insured | What is not insured |
|---|---|
| <p>9. Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.</p> | <p>Loss or damage caused by domestic pets.</p> <p>The first €500 of each incident of loss or damage.</p> |
| <p>10. Falling trees or branches.</p> | <p>The first €500 of each incident of loss or damage.</p> |
| <p>11. Falling aerials, satellite dishes, aerial fittings or masts.</p> | <p>The first €500 of each incident of loss or damage.</p> |
| <p>12. Breakage of glass.</p> <p>Accidental breakage while in the home of mirrors, plate glass tops to furniture, fixed glass in furniture or ceramic hobs.</p> | <p>Loss or damage caused:</p> <ul style="list-style-type: none"> • after the home is left unfurnished or unoccupied for more than 45 consecutive days • by vandals or malicious people lawfully on the premises. <p>The first €500 of each incident of loss or damage.</p> |
| <p>13. Audio, TV and video equipment.</p> <p>Accidental damage while in the Holiday Home to radios, televisions, (including satellite decoding equipment) other audio or video equipment and computer equipment.</p> <p>Cover does not apply where the property is Tenanted.</p> | <p>Damage:</p> <ul style="list-style-type: none"> • caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown • to records, audio, video or computer discs, tapes or cassettes • to telephones or telephone equipment • caused by computer viruses. <p>The first €500 of each incident of loss or damage.</p> |

| What is insured | What is not insured |
|---|---|
| <p>14. Personal money.</p> <p>Accidental loss of or accidental damage to money belonging to you or a member of your family, anywhere in the world, up to €150.</p> | <p>Loss of money from the home while any part of the home is lent, let or sub-let, unless entry to or exit from the home is made using violence and force.</p> <p>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 force.</p> <p>Shortages caused by error or omission.</p> <p>Depreciation in value.</p> <p>Losses not reported to the police within 24 hours of discovery.</p> <p>Confiscation or detention by customs or other officials.</p> <p>The first €50 of each loss.</p> |
| <p>15. Credit cards.</p> | <p>Excluded from this policy</p> |
| <p>16. Freezer contents.</p> <p>Deterioration of food or drink caused by:</p> <ul style="list-style-type: none"> • a change in temperature of the freezer or refrigerator in the home • contamination by accidental escape of refrigerant or refrigerant fumes. <p>We will pay for the cost of replacing the food and drink unfit for human consumption.</p> <p>Cover only applies where the premises is occupied as a Holiday Home.</p> | <p>Deterioration resulting from the deliberate act of the supplying authority.</p> <p>Any consequence of strikes, labour or political disturbances.</p> |
| <p>17. Contents in the open.</p> <p>The contents are insured while in the open within the boundaries of the land belonging to the home against loss or damage caused by events in paragraph 1 and paragraphs 3 to 11 of this section.</p> <p>The most we will pay is €500.</p> | <p>Any loss, damage or amount shown as not insured under paragraph 1 and paragraphs 3 to 11 of this section.</p> <p>Plants and trees.</p> <p>Loss or damage due to wear and tear, rust or gradual deterioration.</p> <p>The first €250 of each incident of loss or damage.</p> |

| What is insured | What is not insured |
|--|---|
| <p>18. Contents temporarily removed.</p> | <p>Excluded from this policy.</p> |
| <p>19. Household removal.</p> <p>Accidental loss of or accidental damage to the contents while they are:</p> <ul style="list-style-type: none"> • being moved by professional furniture removers to your new home within the geographical limits • in temporary storage, for up to 7 days in a furniture depository. <p>This cover only applies where the property insured is a Holiday Home.</p> | <p>Money, gold or silver articles, jewellery or furs.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> • if you have arranged other insurance • not reported to us within 7 days of delivery to the new home • cracking, scratching or breakage of china, glass or similar brittle articles, unless packed by professional packers. <p>The first €500 of each incident of loss or damage.</p> |
| <p>20. Accidental loss of oil or metered water.</p> <p>Loss of:</p> <ul style="list-style-type: none"> • oil from a domestic heating installation • metered water, following accidental damage to the domestic water or heating installation. <p>This cover only applies where the property is insured is a Holiday Home.</p> | <p>Loss or damage due to wear and tear, rust or gradual deterioration of any water or oil apparatus or installation.</p> <p>The first €500 of each incident of loss.</p> |
| <p>21. Title deeds.</p> | <p>Excluded from this policy.</p> |
| <p>22. Fatal Accidents.</p> | <p>Excluded from this policy.</p> |
| <p>23. Rent.</p> | <p>Excluded from this policy.</p> |
| <p>24. Replacement of locks.</p> <p>The cost of replacing and fitting outside door locks to the home if the keys of such locks are stolen.</p> <p>The most we will pay is €500.</p> | <p>The first €250 of each incident of loss or damage.</p> |
| <p>25. Tenant's liability.</p> | <p>Excluded from this policy.</p> |

| What is insured | What is not insured |
|---|---|
| <p>26. Liability to domestic employees.</p> <p>Any amounts which you become legally liable to pay as damages for bodily injury to your domestic employees (including chauffeurs, grooms, gardeners and temporary and occasional employees or any person carrying out repairs or decorations) directly employed by you in connection with your premises.</p> <p>The most we will pay for any one claim or number of claims arising from one cause is €3,000,000. (This includes all costs agreed by us in writing.)</p> <p>Where we agree to indemnify more than one party then nothing in this policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.</p> | <p>Liability for:</p> <ul style="list-style-type: none"> • bodily injury to any person employed by you for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act. |
| <p>27. Liability to the public.</p> <p>Where the property is Tenanted, any amounts which you as owner of the contents situated at the premises become legally liable to pay as compensation for an accident occurring during the period of insurance which causes bodily injury to any person or loss of or damage to property.</p> <p>Where the property is a Holiday Home, any amounts which you or a member of your family become legally liable to pay as compensation for an accident occurring on or about the premises during the period of insurance which causes bodily injury to any person or loss of or damage to property.</p> <p>The most we will pay for any one claim or number of claims arising from one cause is €3,000,000. (This includes all costs agreed by us in writing.)</p> | <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> • an agreement which imposes a liability which you or a member of your household would not otherwise have been under • ownership of any land or building • any business, profession or trade • racing, hunting or playing polo • wilful or malicious acts • the transmission of Human Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused • the transmission of any communicable disease, by you or a member of your household. |

What is insured

Where **we** agree to indemnify more than one party then nothing in this policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

What is not insured

Liability arising directly or indirectly from the ownership or use of:

- aircraft (except toys and models)
- mechanically propelled vehicles (except domestic garden implements used within the boundary of the **premises**, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control)
- any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act
- watercraft (except toys and models), sailboards or hovercraft
- firearms (except shotguns or airguns used for sporting activities)
- animals (except horses and pets which are normally domesticated in the Republic of Ireland).

Liability arising directly or indirectly from the ownership, possession, use or control of:

- dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations
- horses is not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye laws as made under the Control of Horses Act 1996 or amendments thereto.

| What is insured | What is not insured |
|---|---|
| | Liability for: <ul style="list-style-type: none"> • bodily injury to a member of your household or any other person permanently residing with you, or to a person under a contract of service or apprenticeship with you or a member of your family • loss or damage to property owned or held in trust by or in the custody or control of you or a member of your household or any other person permanently residing with you. |
| <p>28. Fire brigade charges.</p> <p>Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the contents in circumstances which have given rise to a valid claim under this policy. The most we will pay is €2,500 for buildings and/or contents.</p> | |
| <p>29. Christmas gifts.</p> | Excluded from this policy. |
| <p>30. Wedding gifts.</p> | Excluded from this policy. |
| <p>31. Extended accidental damage.</p> <p>(Optional Cover – cover is operative if you have purchased Accidental Damage Cover and is detailed in your Schedule.)</p> <p>The contents are insured while in the home against any accidental damage in addition to the events under paragraphs 1 to 13 of this section.</p> | <p>Contents lost in the home.</p> <p>Damage to clothing (including furs), hearing aids, contact lenses, money, stamps, coins or medals, food or drink.</p> <p>Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles.</p> <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"> • wear and tear or gradual deterioration • gradually operating causes • insects, parasites or vermin • corrosion, fungus, mildew or rot • atmospheric or climatic conditions, frost or the action of light |

| What is insured | What is not insured |
|--|--|
| | <ul style="list-style-type: none"> • alteration, repair, maintenance, restoration, dismantling, renovation or breakdown • chewing, scratching, tearing or fouling by domestic pets belonging to you • computer viruses • any process of cleaning, drying, dyeing, heating or washing • faulty design or workmanship or the use of faulty materials • demolition, structural alteration or structural repair of the buildings. <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 13 of this section.</p> <p>The first €500 of each incident of loss or damage.</p> |
| <p>32. Clean Up Costs.</p> <p>The cost of cleaning up expenses which you have to pay following the escape of oil from the domestic heating installation.</p> | <p>Landscaping costs.</p> <p>Loss or damage caused:</p> <ul style="list-style-type: none"> • after the home is left unfurnished or unoccupied for more than 45 consecutive days. |

Settling claims

We will pay the full cost of replacement as new or repair of the **contents** lost or damaged or at our option **we** will replace the **contents** or arrange for the repair work to be carried out. However, **we** will deduct an amount for wear and tear:

- for clothing, furs and linen
- for floor coverings more than 12 months old where a claim arises under paragraph 36, Extended accidental damage
- if at the time of the loss or damage the sum insured does not represent the full cost of replacement of the **contents** as new after allowing for deterioration of clothing, linen and furs.

We will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

The most **we** will pay under paragraphs 1 to 13 and 31 is the sum insured by this section but see the limitations on pages 8 & 10 with regard to collections of stamps, coins or medals, satellite dishes, receivers and ancillary equipment and **valuable property**.

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

Underinsurance (Average)

If the sum insured on **contents** at the time of the insured loss or damage is less than the cost of replacing all the **contents** as new (less an allowance for wear and tear of clothing, linen and furs), **you** shall be considered as being your own insurer for the difference and **we** will pay only that proportion of the loss or damage which the sum insured bears to such cost.

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

Index Linking

We will automatically uplift the sum insured in line with increases in the Household Durable Goods Section of the Consumer Price Index issued by the Central Statistics Office.

This adjustment will continue after any insured loss or damage if the repairs or reinstatement are carried out without delay.

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

Policy Conditions

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

1. You will take all reasonable steps to protect the **property** and prevent accidents.
2. (a) **We** have the right to cancel the Policy or any section or part of it by giving 14 days notice in writing by registered letter to your last known address and return to **you** the amount of premium in respect of the unexpired period of insurance.

(b) **You** have the right to cancel the Policy or any section or part of it by giving **us** notice in writing. **We** will return to **you** the amount of premium in respect of the unexpired period of insurance. However, no return of premium will be allowed if **you** have made a claim during the current period of insurance. If **you** cancel the Policy during the first period of insurance, **we** will deduct an administration charge from any return of premium.

3. If there is a dispute arising out of this Policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.
4. If **you** die **we** will insure your legal personal representatives for any liability **you** had previously incurred under the Policy provided they keep to the terms of the Policy.
5. **You** must tell **us** of any change of circumstances after the start of the insurance which increases the risk of loss, injury or damage. **You** will not be insured under the Policy until **we** have agreed in writing to accept the increased risk.
6. Upon learning of any circumstances likely to give rise to a claim **you** must:
 - tell **us** as soon as reasonably possible but immediately if there is riot damage
 - give **us** all the help and information that **we** may reasonably require
 - immediately tell the Police if loss or damage is caused by stealing, attempted stealing, malicious people, vandals, riot, civil, labour or political disturbance, immediately send to **us** any writ or summons or other communication **you** receive
 - give full details within 30 days of the incident together with any supporting evidence that **we** require.
7. **We** have the right to the salvage of any insured **property**.
8. **You** may not, without our consent, abandon any **property** to **us**.
9. **You** must not admit, deny, negotiate or settle a claim without our written consent.
10. **We** are entitled to:
 - take the benefit of your rights against another person before or after **we** have paid a claim
 - take over the defence or settlement of a claim against **you** by another person.
11. If at the time of a claim there is any other policy covering anything insured by this Policy (except as provided under section C) **we** will be liable only for our proportionate share.
12. Where any single event results in a claim under more than one section of the Policy, the highest **excess** only will apply.
13. All monies which become payable by **us** under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.
14. Where **the Insured** has agreed under a separate credit agreement to pay the premium by instalments, any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default.
15. The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of The Finance Act 1990.

16. If an alteration to the policy results in an additional premium due to **the Insurer** or a refund premium due to the Insured, **we** will only charge or refund such premium provided the amount involved is greater than or equal to €10.

Untenanted Properties Terms & Conditions

In the event that the **home** is **untenanted** after a period of not more than 45 consecutive days, the following terms and conditions apply:

- a) Weekly inspections thereafter of the House are made by the Insured or the Insured's representative.
- b) During the period of unoccupancy the water and gas must be turned off at the mains.
- c) The water and heating system is drained or the property must be fitted with an operating thermostatically controlled heating system set to not less than 5 degrees centigrade.

Failure to comply with these conditions will result in any loss and/or damage as a result of escape of water from or the bursting of any fixed domestic water or heating installation being excluded from this policy.

The Company will not be liable for any damage or loss caused by theft or attempted theft or malicious damage unless such occurs with forcible and violent entry.

The Company will not be liable for any Accidental damage or loss to Buildings or Contents.

The Company will not indemnify the Policyholder under Section A Buildings in respect of any liability at law other than:

- a) liability of the Policyholder as owner of the house and its land.

The Company will not indemnify the Policyholder under Section B Contents in respect of any liability at law other than:

- a) liability of the Policyholder as owner of the **contents** situated at the **premises**
- b) liability of the Policyholder as an employer solely for the purpose of the maintenance and repairs to the **Home** excluding demolition, alterations, extensions or renovations to any part of the House.

Holiday Home Properties Terms & Conditions

1. Immediately the **home** is **unoccupied** anytime from 1st November to 31st March each year then the water must be turned off at the mains (or from its supply if not on mains) and the water system and tank (but not heating system) must be drained or the property must be fitted with a thermostatically controlled heating system which maintains a temperature of not less than 5 degrees centigrade.

Failure to comply with this condition will result in loss or damage as a result of Escape of water from or the bursting of any fixed domestic water or heating installation being excluded from this insurance.

2. When the house is **unoccupied** for more than 14 days anytime from 1st April to 31st October it is a condition of the insurance that:
 - a) the water supply is turned off at the mains (or from its supply if not on mains) and the water system and tank (but not heating system) must be drained
 - b) the gas supply is turned off at the mains unless required for the central heating.

Failure to comply with this condition will result in loss or damage as a result of Escape of water from or the bursting of any fixed domestic water or heating installation being subject to an **excess** of €1,000.

Special Condition – Regular Inspections

Whenever the **home** is **unoccupied** a responsible person must be appointed to supervise and inspect the **Holiday Home** regularly (at least every 30 days). These inspections must check for damage or faults and make sure that:

- all outside doors are securely locked
- all ground floor and accessible upper floor windows are securely fastened and any broken windows boarded up and repaired without delay
- intruder alarms where installed must be put into operation.

Any damage or faults discovered during an inspection must be repaired and/or remedied without delay.

Failure to comply with this condition will result in loss or damage as a result of Escape of water from or the bursting of any fixed domestic water or heating installation, stealing or attempted stealing and vandals or malicious people being excluded from this insurance.

Where Conditions and steps outlined in paragraphs 1) and 2) are fully complied with the Exclusion of Loss or Damage occurring after your **Home** is **unoccupied** for more than 45 consecutive days will not apply.

Policy Exceptions

These apply to all sections and clauses.

The Policy does not cover:

1. any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or coup
2. loss or damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
3. any expense, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
4. consequential loss of any kind or description incurred by **you** or any member of your **household**
 5. the cost of maintenance or normal redecoration
 6. loss or damage caused by wear and tear or gradual deterioration
 7. any loss or damage caused by or arising from any computer hardware or software or other electrical equipment not being able to recognise or process any date as the true calendar date. Subsequent loss or damage which is otherwise covered by the Policy is nevertheless insured
 8. Terrorism Exclusion Endorsement.

The Policy does not cover any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

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

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

Other Clauses

Operative only if indicated in the schedule

Clause HP51 – Security Alarm Clause

It is a condition precedent to any liability of the Company in respect of stealing or attempted stealing that an intruder alarm system approved to EN50131 or IS199 Standard is fitted providing protections to all external doors and accessible windows. The intruder alarm system must be maintained in efficient working order.

You have agreed that:

1. the intruder alarm system approved by **us** will be put into full and effective operation whenever the **home** is left unattended
2. the combination for the intruder alarm keypad will be:
 - changed from that set by the manufacturer
 - not displayed adjacent to the control box,
 - changed if it becomes known to an unauthorised person.
3. The keys of the intruder alarm system will be removed:
 - from the **home** whenever the **home** is left unattended
 - from the controls when the system is in operation.

If **you** do not comply with requirements 1, 2 and 3, **we** will not pay the first €750 of each such incident of loss or damage by stealing or attempted stealing.

Complaints Procedure

At Zurich, **we** care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that **you** have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please contact Arachas or the Customer Services Co-ordinator, Zurich Insurance at PO Box 78, Wexford. Telephone (01) 667 0666.

If the complaint is not resolved to your satisfaction, **you** should write to the Chief Executive Officer at the aforementioned address, or alternatively **you** may wish to contact:

- (i) Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo-Call: 1890 88 20 90.
- (ii) Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77.
- (iii) Insurance Ireland, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914.

Your right to take legal action is not affected by following any of the above procedures.

Data Protection

Zurich will hold your details in accordance with our Data Protection and Privacy Policy together with all applicable data protection laws and principles.

Information **you** supply may be used by **us** for the purposes of administering your policy (including underwriting, processing, claims handling and fraud prevention) within the Zurich Insurance Group and our partners inside and outside the European Economic Area.

We may share with our agents and service providers, members of the Zurich Insurance Group, other insurers and their agents, and with any intermediary acting and with recognised trade, governing and regulatory bodies (of which **we** are a member or by which **we** are governed) information **we** hold about **you** and your claims history. This includes the Insurance-Link database and the Insurance Ireland anti-fraud claims matching database. **We** may also in certain circumstances use private investigators to investigate a claim.

We may also need to collect sensitive personal data (for example, information relating to your physical or mental health or the commission or alleged commission of an offence) to assess the terms of insurance **we** issue/arrange or to administer claims which arise.

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

If **you** do not wish your information to be utilised for these purposes please contact **us** at the address set out below.

You have a right of access to and a right to rectify data concerning **you** under the Data Protection Acts 1988 and 2003. Should **you** wish to exercise this right, please write to **us** at the address set out below. To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts and cheque should be made payable to the data controller to whom **you** send the request.

By providing **us** with your information and proceeding with this contract, **you** consent to all of your information being used, processed, disclosed, transferred and retained for the purposes of insurance administration (including underwriting, processing, claims handling and fraud prevention).

For data protection queries relating to the administration of your home insurance policy contact: DataProtectionOfficer@Zurich.ie or via postal mail by writing to the Data Protection Officer, Zurich Insurance plc, PO Box 78, Wexford. Please note that a full copy of Zurich's Data Protection and Privacy Policy can be viewed on our website www.zurichinsurance.ie

Arachas Corporate Brokers Limited trading as Arachas is regulated by the Central Bank of Ireland.
Arachas, The Courtyard, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland

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