ARACHAS
The Irish for Insurance

ZURICH

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 Europe AG ('Zurich') for the provision of home insurance. Your home insurance is underwritten by Zurich Insurance Europe AG.

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

The policy booklet

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

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

The schedule

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

The statement of facts

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

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.

If **you** are experiencing an emergency and have concerns for the safety of **your Home** or **Household**, please ensure to contact the relevant emergency services department.

Emergency Helpline

Zurich, in conjunction with **our** assistance company, provide an emergency Helpline to ensure that our customers get the assistance they need. As a Zurich customer **you** can avail of **our** 24-hour, 365-day helpline, by dialling **0818 208 408**.

Use of this service is not recorded as a claim on **Your** policy.

Getting your home back in order

Our experienced staff will offer **you** immediate assistance, day or night, whatever **your** emergency.

- **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. The contractor must provide **you** with a receipt.
- If additional work is then required, 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** may be able to 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.
- If the emergency relates to plumbing, leaking roof, locks, glazing, the primary heating system or the electrical supply and is impacting the **Home** (excluding garages and outbuildings) **you** may be entitled to the cost of the call out fee and/or emergency repairs up to the cover limit of €300 and up to a maximum of four **Emergency Repairs** per period of Insurance.

What we cover	Emergency Repair Exclusions
• **Plumbing** – the sudden or unexpected Breakdown of, or damage to, the plumbing and/or drainage system which would result in internal liquid damage to the **Home** (excluding garages and outbuildings). This includes leaking pipes, blocked drains, water tanks, and blockages in toilet waste pipes or leaking radiators. • **Security and Glazing** – the sudden or unexpected failure of, or damage caused to external locks, doors or windows which has rendered the **Home** (excluding garages and outbuildings) insecure, including theft or loss of keys and/or broken external window glass. • **Roofing** – Storm or accidental damage to the roof of the **Home** (excluding garages and outbuildings) necessitating repair. • **Primary Heating System** – the complete failure or breakdown of either the heating and/or hot water supply provided by the primary heating system in the **Home**. • **Electrical Supply** – the sudden, unexpected Breakdown of the electricity supply (or one phase thereof) impacting the **Home** (excluding garages and outbuildings). Covered up to a maximum payable of €300 per incident. **You** can avail of a maximum of four **Emergency Repairs** per period of Insurance.	• Any loss or damage outside the private dwelling, for example damage to sheds, unconnected garages, and other outbuildings. • Any loss or damage in relation to **Subsidence**, **Ground heave** or landslip. • Damage where the property is **Unoccupied** for longer than 30 consecutive days. • The cost of any work, which was carried out without approval, including any cost relating to the attempted repair by **You** or **Your** own contractor. • When the work necessary for repair needs to be carried out in Inaccessible/Dangerous Conditions, i.e. roofing during gale force winds, internal spaces of height without suitable guard rails etc. • Damage due to Fire, lightning, explosion, tempest, **Flood**, earthquake, impact or other extraneous cause. • Any 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 speeds. • Cover is for emergencies and it does not cover general maintenance and/or repairs or replacements required due to normal wear and tear. • Cover is not in place for issues which existed prior to policy inception. • Cover is not in place where the root cause of the problem emanates from a communal area that **You** do not have sole responsibility for. • Subsequent investigation work, such as trace and access, following the emergency repair.

When we have carried out **Emergency Repairs**, **you** may also avail of the following benefits:

Alternative Accommodation – If the **Home** (excluding garages and outbuildings) is deemed uninhabitable, **our** assistance company will provide overnight accommodation for 4 people, at an establishment of **your** choice. Subject to a maximum payable of €50 per person up to a total amount payable of €200 for any one incident.

Furniture Storage – If the **Home** (excluding garages and outbuildings) is deemed uninhabitable, and it is necessary to remove **Household** furniture for security reasons, **we** will provide 7 days storage for **your** furniture and transport to and from the security storage location up to a distance of 50km from the **Home**. Subject to a maximum payable of €200 for any one incident.

Urgent Message Relay – When an emergency occurs within the **Home** (excluding garages and outbuildings), **we** will relay two urgent messages to a **family** member at **Home** or abroad.

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 **0818 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 **0818 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 **0818 208 408**.

Claims Notification Period

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

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

No Claims Discount

Should no claim arise under the Policy during any one complete Period of Insurance, you will receive a discount at the renewal of your Policy in line with our No Claims Discount scale.

If you make a claim during the Period of Insurance, the No Claims Discount will be reduced to zero years. However in cases where a claim is made in close proximity to the renewal date and the renewal notice has been issued, we may reduce the No Claims Discount to zero years at the following renewal.

Note:

- One complete period of insurance is deemed to be from the inception date to the renewal date of a Policy and a minimum of one year.
- There is a maximum No Claims Discount Scale. Contact us if you would like more information on this.
- The No Claims Discount is non-transferable.

Underinsurance

Protecting your home and contents

The purchase of your home represents probably the largest financial investment you will make in your lifetime. To safeguard your financial interest in your property you must insure the full reinstatement value of your buildings and contents. Failure to do so may result in your claim settlement being reduced. Please see the 'Settlement of claims' section under Sections A, B and D of this policy.

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

Other factors should also be considered when setting your sums insured such as the costs of materials / contents, inflation, the availability and cost of labour. You can refer to the SCSI website as a guide for setting your sums insured.

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.

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

Zurich Insurance Europe AG.

Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for consumer protection rules.

Zurich Insurance Europe AG is registered in Frankfurt, Germany (registration number 133359) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

Registered in Ireland as a branch (registration number 910127) with registered branch office at Zurich House, Frascati Road, Blackrock, Co. Dublin, A94X9Y3.

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.

Accidental Damage:

Sudden and unforeseen damage as a result of an unexpected action or event.

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, private wells, solar panels, domestic fuel tanks, tennis hard courts, swimming pools, Jacuzzi's and hot tubs, all at the situation of the **premises** shown in the Policy 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 including any mechanically propelled vehicles which includes e-scooters and e-bikes (other than mechanically propelled lawnmowers), 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.

Emergency

An unforeseen or sudden occurrence which results in damage to your **Home** and which requires immediate action to:

(a) make the property safe and/or

(b) secure the building against further loss or damage.

Emergency Repairs

Repairs to make the property safe or secure the building against further loss or damage.

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;

or

(c) water backing up from any sewer ditch or drain or any surface water run-off.

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.

Powered Personal Transporters (PPT's)

PPT's powered personal transporters are personal transport devices with a maximum continuous rated power output of 500W, maximum weight of 25K including the battery and maximum design speed of 25km per hour, including but not limited to; electric scooters, (eScooters), Segways, electric skateboards, hoverboards, powered miniscooters, electric unicycles.

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

Unoccupied means not lived in by **you** or a person authorised by **you**. Lived in means currently lived in as a person's main **home** on a permanent basis. Temporary or periodic use, visits or stays (whether occasional or regular) will not be regarded as living in the **home**.
A person will not be regarded as living in the **home** during any period of more than forty-five consecutive days spent away from the **home** including, for example, whilst on holiday or living somewhere else.

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 Europe AG.

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 12 – 14.

The cover

What is insured *The **buildings** are insured against loss or damage caused by the events in paragraphs 1 to 11.*	What is not insured
1. Fire, smoke, lightning, explosion or earthquake.	Smoke damage caused by: • agricultural or industrial operations, any gradually operating cause, or smog. The first €500 of each incident of loss or damage.
2. Storm or **flood**.	Loss or damage: • 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** • to roofs constructed with torch-on felt exceeding 10 years of age, or other felt exceeding 5 years of age. 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: • 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
	• 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. 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**. The first €1000 of each incident of loss or damage.
4. Stealing or attempted stealing. Please refer to the additional Untenanted Properties and Holiday Home Terms and Conditions detailed in our Policy Conditions.	Loss or damage: • unless entry to or exit from the **home** is made using violence and force • caused after the **home** is left **unoccupied** • caused after the **home** is left **unfurnished** for more than 45 consecutive days. The first €500 of each incident of loss or damage.
5. Riot, civil, labour or political disturbance.	The first €500 of each incident of loss or damage.
6. Vandals or malicious people. Please refer to the additional Untenanted Properties and Holiday Home Terms and Conditions detailed in our Policy Conditions.	Loss or damage caused: • by any modifications to the **premises**, • by someone lawfully on the **premises**, • after the **home** is left **unoccupied** • after the **home** is left **unfurnished** for more than 45 consecutive days. The first €500 of each incident of loss or damage.

What is insured	What is not insured
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. Please refer to the additional **Untenanted** Properties and **Holiday Home** Terms and Conditions detailed in our Policy Conditions.	Loss or damage: • caused after the **home** is left **unoccupied** • caused after the **home** is left **unfurnished** 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 • water backing up from any sewer ditch or drain or any surface water run-off. The first €1,000 of each incident of loss or damage.
8. Escape of oil from any fixed domestic heating installation.	Loss or damage: • caused after the **home** is left **unoccupied** • caused after the **home** is left **unfurnished** for more than 45 consecutive days • to any fixed domestic heating installation due to wear and tear, rust, or gradual deterioration. The first €1,000 of each incident of loss or damage. Remediation: The hiring of an environmental expert or contractor unless agreed by us prior to commencement of any remediation works. Remediation will be a risk-based approach meeting current industry standards
9. Collision with the **buildings**, by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Loss or damage caused by animals, livestock or pets that you own or are in your care, custody or control. The first €500 of each incident of loss or damage.

What is insured	What is not insured
10. Falling trees or branches.	• 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**. The first €500 of each incident of loss or damage.
11. Falling aerials, satellite dishes, aerial fittings or masts.	The first €500 of each incident of loss or damage.
12. Breakage of fixed glass and sanitary ware. Accidental breakage of fixed glass in windows, doors or roofs or fixed sanitary ware in the **home**.	Loss or damage caused: • after the **home** is left **unoccupied** • after the **home** is left **unfurnished** for more than 45 consecutive days • by vandals or malicious people lawfully on the **premises**. The first €500 of each incident of loss or damage.
13. Service pipes and cables. Accidental damage to cables, underground pipes or underground tanks servicing the **home**.	• Loss or damage due to wear and tear, rust or gradual deterioration. The first €500 of each incident of loss or damage;
14. Blockage of sewer pipes. The cost of breaking into and repairing the pipe between the main sewer and the **home** following the blockage of the pipe.	The first €500 of each incident of loss or damage.

What is insured	What is not insured
15. Rent. If the **home** is made uninhabitable by damage from any cause insured by this section, **we** will pay for the: • 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. The work of reinstatement or repair must be done without delay. The most **we** will pay under this paragraph is 15% of the sum insured by this section.	
16. Liability to the public. 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. The most **we** will pay for any one event or series of events constituting one occurrence is €3,000,000 inclusive of all legal fees and other expenses incurred by any person other than **you** relating to the claim. **We** will also cover any legal costs and expenses incurred by **you** (relating to the claim) with our written consent.	Liability arising directly or indirectly from: • any wilful, malicious, deliberate or reckless act committed by anybody living in the **home**, • an agreement which imposes a liability which **you** would not otherwise have been under, • the occupation of the **premises** • any business, profession or trade. • any construction, structural alteration, demolition or extension work. Liability for: • **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**.

What is insured	What is not insured
17. Fire brigade charges. Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **buildings**. The most **we** will pay is €2,500 for **buildings** and/or **contents**.	
18. Extended accidental damage. (Optional Cover – cover is operative if you have purchased Accidental Damage Cover and is detailed in your Schedule). The **buildings** are insured against any accidental damage in addition to the events under paragraphs 1 to 14 of this section.	Loss or damage: • caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, decorating, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown • caused by chewing, scratching, tearing or fouling by domestic pets. Any loss, damage or amount shown as not insured under paragraphs 1 to 14 of this section. The first €500 of each incident of loss or damage.
19. Trace and Access. **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.	Loss or damage: • to the item from which the escape occurred • caused after the **home** is left **unoccupied** • caused after the **home** is left **unfurnished** 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.

Retention Amount

Our priority is to provide financial support to customers throughout the claim process to ensure any repair/reinstatement work is completed as quickly as possible. Where **we** opt to pay the costs of repair or reinstatement as above, **we** may:

(a) release a proportion of the estimated cost of repair or reinstatement prior to completion of the work;

(b) pay the balance (otherwise known as the "retained amount") to **you** on completion of the work and on receipt of appropriate documentation validating the costs incurred by **you** for the repair or reinstatement work (including VAT invoices).

The retained amount will not exceed:

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

(ii) 10 per cent of the claim settlement amount in a case in which the claim settlement amount is €40,000 or more.

Underinsurance

Our liability for repair or reinstatement following insured loss or damage shall not exceed the sum insured on **buildings** at the time of loss or damage.

To safeguard your financial interest in your property **you** must insure the full reinstatement value of your **buildings**, which should include due allowance for debris removal costs, architects, surveyors, consulting engineers and other fees necessarily incurred in the reinstatement of the property. Failure to do so will result in your claim settlement being reduced.

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

If the sum insured on **buildings** at the time of the insured loss or damage is less than the cost of rebuilding as new all the **buildings** (including fees as above) covered by this policy and such difference is greater than 15% of the rebuilding cost as new, **we** will pay only that proportion of the loss or damage which the sum insured bears to the cost of rebuilding as new all the **buildings** covered by this policy.

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 monitor rebuilding costs using a range of appropriate indices and market information that **we** have available to **us**.

At renewal, we will automatically adjust the Buildings sum insured (but not any monetary limits) to help protect you against inflation.

This adjustment of the sum insured will be subject to a minimum increase of 1% in the reviewed indices during the period of insurance.

This adjustment of the sum insured will apply to every policy including those which are under repair following a claim provided required repairs or reinstatements are carried out without delay.

It is important to note that index-linking is not specific to your property and relying on index-linking alone may not be sufficient to protect you from underinsurance. This is especially important if you have made changes, additions or upgrades to your home. It is vital that you review your sum insured regularly to ensure you have adequate cover to meet your needs.

Section B – Contents

Meaning of Words

Words with special meanings in this section are defined on pages 12 – 14.

The cover

What is insured *The **contents** are insured while in the home against loss or damage caused by the events in paragraphs 1 to 11.*	What is not insured
1. Fire, smoke, lightning, explosion or earthquake.	Smoke damage caused by: • 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: • 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
		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**. The first €1,000 of each incident of loss or damage.
4.	Stealing or attempted stealing. Please refer to the additional Untenanted Properties and Holiday Home Terms and Conditions detailed in our Policy Conditions.	Loss or damage: • unless entry to or exit from the **home** is made using violence and force • caused after the **home** is left **unoccupied** • caused after the **home** is left **unfurnished** for more than 45 consecutive days • caused by a member of your **household** other than domestic staff. The first €500 of each incident of loss or damage.
5.	Riot, civil, labour or political disturbance.	The first €500 of each incident of loss or damage.
6.	Vandals or malicious people. Please refer to the additional Untenanted Properties and Holiday Home Terms and Conditions detailed in our Policy Conditions.	Loss or damage caused: • by someone lawfully on the **premises** • after the **home** is left **unoccupied** • after the **home** is left **unfurnished** for more than 45 consecutive days. The first €500 of each incident of loss or damage.
7.	Escape of water from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer, or fixed fish tank. Please refer to the additional **Untenanted** Properties and **Holiday Home** Terms and Conditions detailed in our Policy Conditions.	Loss or damage: • caused after the **home** is left **unoccupied** • caused after the **home** is left **unfurnished** for more than 45 consecutive days • water backing up from any sewer ditch or drain or any surface water run-off. The first €1,000 of each incident of loss or damage.

What is insured	What is not insured
8. Escape of oil from any fixed domestic heating installation.	Loss or damage: • caused after the **home** is left **unoccupied** • caused after the **home** is left **unfurnished** for more than 45 consecutive days. The first €1,000 of each incident of loss or damage. Remediation: The hiring of an environmental expert or contractor unless agreed by us prior to commencement of any remediation works. Remediation will be a risk-based approach meeting current industry standards
9. Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Loss or damage caused by animals, livestock or pets that you own or are in your care, custody or control. The first €500 of each incident of loss or damage.
10. Falling trees or branches.	The first €500 of each incident of loss or damage.
11. Falling aerials, satellite dishes, aerial fittings or masts.	The first €500 of each incident of loss or damage.
12. Breakage of glass. Accidental breakage while in the **home** of mirrors, plate glass tops to furniture, fixed glass in furniture or ceramic hobs.	Loss or damage caused: • after the **home** is left **unoccupied** • after the **home** is left **unfurnished** for more than 45 consecutive days • by vandals or malicious people lawfully on the **premises**. The first €500 of each incident of loss or damage.

What is insured	What is not insured
13. Audio, TV and video equipment. Accidental damage while in the **Holiday Home** to radios, televisions, (including satellite decoding equipment) other audio or video equipment and computer equipment. Cover does not apply where the property is **Tenanted**.	Damage: • caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown • to records and media on which audio and/or visual content is stored; including but not limited to CD's, DVD's, console games, portable hard-drives, etc • to telephones or telephone equipment • caused by computer viruses. The first €500 of each incident of loss or damage.
14. Personal **money**. Accidental loss of or accidental damage to **money** belonging to **you** or a member of your **family**, anywhere in the world, up to €150.	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. 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. Shortages caused by error or omission. Depreciation in value. Losses not reported to the police within 24 hours of discovery. Confiscation or detention by customs or other officials. The first €50 of each loss.
15. Credit cards.	Excluded from this policy

What is insured	What is not insured
16. Freezer **contents**. Deterioration of food or drink caused by: • a change in temperature of the freezer or refrigerator in the **home** • contamination by accidental escape of refrigerant or refrigerant fumes. **We** will pay for the cost of replacing the food and drink unfit for human consumption. Cover only applies where the **premises** is occupied as a **Holiday Home**.	Deterioration resulting from the deliberate act of the supplying authority. Any consequence of strikes,labour or political disturbances.
17. **Contents** in the open. 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. The most **we** will pay is €500.	Any loss, damage or amount shown as not insured under paragraph 1 and paragraphs 3 to 11 of this section. Plants and trees. Loss or damage due to wear and tear, rust or gradual deterioration. The first €250 of each incident of loss or damage.
18. **Contents** temporarily removed.	Excluded from this policy.
19. **Household** removal. Accidental loss of or accidental damage to the **contents** while they are: • 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. This cover only applies where the property insured is a **Holiday Home**.	**Money**, gold or silver articles, jewellery or furs. Loss or damage: • 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. The first €500 of each incident of loss or damage.

What is insured	What is not insured
20. Accidental loss of oil or metered water. Loss of: • oil from a domestic heating installation • metered water, following accidental damage to the domestic water or heating installation. This cover only applies where the property is insured is a **Holiday Home**.	Loss or damage due to wear and tear, rust or gradual deterioration of any water or oil apparatus or installation. The first €500 of each incident of loss.
21. Title deeds.	Excluded from this policy.
22. Fatal Accidents.	Excluded from this policy.
23. Rent.	Excluded from this policy.
24. Replacement of locks. The cost of replacing and fitting outside door locks to the **home** if the keys of such locks are stolen. The most **we** will pay is €500.	The first €250 of each incident of loss or damage.
25. **Tenant's** liability.	Excluded from this policy.
26. Liability to domestic employees. 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**. The most **we** will pay for any one event or series of events constituting one occurrence is €3,000,000 inclusive of all legal fees and other expenses incurred by any person other than **you** relating to the claim. We will also cover any legal costs and expenses incurred by **you** (relating to the claim) with our written consent. 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.	Liability for: • **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 • **bodily injury** to any member of your **family** or any other person permanently residing with **you** other than domestic employees • **bodily injury** to any person in the course of their duties, where employed by you or a member of your **family**, when administering drugs, medication or the lifting of an individual • **bodily injury** to any person under a contract for service.

What is insured	What is not insured
27. Liability to the public. 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. 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. The most **we** will pay for any one event or series of events constituting one occurrence is €3,000,000 inclusive of all legal fees and other expenses incurred by any person other than **you** relating to the claim. We will also cover any legal fees and expenses incurred by **you** (relating to the claim) with our written consent.	Liability arising directly or indirectly from: • 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 • any wilful, malicious, deliberate or reckless act • 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** • any construction, structural alteration, demolition or extension work.

What is insured	What is not 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.	Liability arising directly or indirectly from the ownership or use of: • aircraft (except toys and models) • **PPT's** and mechanically propelled vehicles (MPV's) including e-bikes classed as MPV's (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: • **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**.
28. Fire brigade charges. Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **contents**. The most **we** will pay is €2,500 for **buildings** and/or **contents**.	
29. Christmas gifts.	Excluded from this policy.
30. Wedding gifts.	Excluded from this policy.
31. Extended accidental damage. (Optional Cover – cover is operative if **you** have purchased Accidental Damage Cover and is detailed in your Schedule.) 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.	**Contents** lost in the **home**. Damage to clothing (including furs), hearing aids, contact lenses, **money**, stamps, coins or medals, food or drink. Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles. Damage caused by or arising from: • 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 • alteration, repair, maintenance, restoration, dismantling, renovation or breakdown

What is insured	What is not insured
	• 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**. Any loss, damage or amount shown as not insured under paragraphs 1 to 13 of this section. The first €500 of each incident of loss or damage.
32. Clean Up Costs. The cost of cleaning up expenses which **you** have to pay following the escape of oil from the domestic heating installation.	Landscaping costs. Loss or damage caused: • after the **home** is left **unoccupied** • after the **home** is left **unfurnished** 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 11-13 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

Our liability for repair or replacement as new of **contents** following insured loss or damage shall not exceed the sum insured on **contents** at the time of loss or damage. To safeguard your financial interest in your property **you** must insure the full replacement value as new of your **contents**. Failure to do so will result in your claim settlement being reduced.

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

If the sum insured on **contents** at the time of the insured loss or damage is less than the cost of replacing as new all the **contents** covered by this policy and such difference is greater than 15% of the replacement cost as new, **we** will pay only that proportion of the loss or damage which the sum insured bears to the cost of replacing as new all the **contents** covered by this policy.

Index Linking

At renewal we will adjust the sum insured (but not any monetary limits) in line with the relevant sections of the Consumer Price Index as issued by the Central Statistics Office.

This adjustment of the sum insured will:

- be subject to a minimum increase of 1% in the consumer price index during the period of insurance
- continue after any insured loss or damage if required repairs or reinstatement are carried out without delay.

It is important to note that index-linking is not specific to your contents and relying on index-linking alone may not be sufficient to protect you from underinsurance. It is vital that you review your sum insured regularly to ensure you have adequate cover to meet your needs, particularly where you have added to your contents.

Policy Conditions

These conditions apply to all Sections of this Policy.

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

1. Protection of Property and Prevention of Accidents

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

2. Cancellation

(a) **We** have the right to cancel the Policy or any section or part of it by giving 14 days notice in writing by registered letter to your last known address and return to **you** the amount of premium in respect of the unexpired period of insurance.

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

3. Arbitration

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

4. Liability Following Death

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

5. Change in Circumstances

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

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

- any changes to:

  i) the information provided and recorded in any Statement of Fact issued to **you**; and/or

  ii) the information provided in any Proposal Form or otherwise in response to specific questions asked by **us**; and/or

  iii) the declarations made by or on behalf of **you**; and/or

  iv) any additional information voluntarily provided.

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

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

6. Claims

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

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

7. Salvage

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

8. Abandonment of Property

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

9. Negotiation or Settlement of Claims

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

10. Subrogation

Subject to Condition 21 below, **we** are entitled to:

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

11. Other Insurances

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. Excess

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

13. Insurance Act 1936

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

14. Instalment Defaults

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

15. Stamp Duties Consolidation Act 1999

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

16. Premium Alterations

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.

17. Let Properties

If the property is let, there must be a tenancy agreement in place between **you** and the tenant directly for a minimum tenancy term of 12 months.

18. Fraudulent Claims

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

(a) refuse to pay the claim; and

(b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

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

19. (1) Pre-contractual Representations

You acknowledge and accept the following:

(a) **you** have a legal duty prior to entering into this Policy and/or prior to the renewal of this Policy to provide responses to questions asked by **us** in relation to the risk(s) to be insured.

(b) a matter about which **we** ask a specific question is material to the risk undertaken by **us** or the calculation of the premium by **us**, or both.

(c) **you** have a legal duty to answer all questions asked by **us** honestly and with reasonable care.

(d) while **we** acknowledge that **you** have no legal duty of voluntary disclosure, **you** shall ensure that information which is voluntarily provided by **you** or on your behalf is provided honestly and with reasonable care.

(2) Remedies for Misrepresentation

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

(i) if **we** would not have entered into the Policy on any terms, **we** may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;

(ii) if **we** would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if **we** so require;

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

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

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

(ii) terminate the Policy by giving reasonable notice.

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

20. Effect of Continuing Restrictive Conditions

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

(a) **you** breach any such term; and

(b) during the period of breach **you** suffer a relevant loss; and

(c) such breach increased, in the circumstances concerned, the risk of the loss suffered by **you**, we will have no liability for the loss.

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

21. Subrogation Limits

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

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

Where in the above circumstances the other person is not insured in respect of their liability to the insured person, **we** do not have the right to be subrogated to the insured person's rights against that other person. Where the other person is so insured, **we** may not recover from the other person an amount greater than the amount that that person may recover under their insurance policy.

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

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

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 exceptions apply to all Sections of this Policy.

The Policy does not cover:

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

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

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

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

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

9. Any expense, cost, consequential loss, liability or loss of or damage caused by, or directly or indirectly arising from or in connection with:

   - the loss of, alteration of or damage to or;
   - a reduction in the functionality, availability of or operation of

   a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.

10. **We** will not cover any loss, damage or liability where the property is in breach of legal regulations and/or local bye-laws. This includes, but is not limited to, compliance with planning permission and building regulations.

11. Any

    - Loss, damage or liability caused deliberately by **you** or a member or your **household**.
    - Loss, damage or liability arising from any criminal act by **you** or a member or your **household**.
    - Loss, damage or liability which happened before the start date of this policy or as a result of an event which occurred before the start date of this policy.

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, claim or any aspect regarding the standard of our service, please see the steps outlined below.

- If **you** have arranged your policy with Zurich through a Broker, **you** should firstly direct your complaint to the Broker with whom **you** arranged your policy. If your complaint is not resolved by your broker, **you** can get in touch with **us** directly by contacting the Customer Services Co-ordinator, Zurich Insurance Europe AG, PO Box 78, Wexford. Telephone (01) 667 0666. Email customersupport@zurich.ie.
- If **you** deal with **us** directly, **you** should contact: Customer Services Co-ordinator, Zurich Insurance Europe AG, PO Box 78, Wexford. Telephone (01) 667 0666. Email customersupport@zurich.ie.

If your complaint is not resolved to your satisfaction, **you** may avail of your right to refer the matter to the Financial Services and Pensions Ombudsman:

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

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

Data Protection

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

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

About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, **we** will collect, store and process personal data about **you**. The purpose of this section is to give **you** some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at www.zurich.ie/privacy-policy.

The Data we collect

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

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

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

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

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

Data collected from third parties

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

What we do with your Data

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

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

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

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

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

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

Sharing of Data

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

- With business partners, suppliers, sub-contractors and agents with whom **we** work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist **us** in carrying out business activities which are in our legitimate business interests and where such interests are not overridden by your interests.

- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, **we** ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for **you**.
- In order to comply with our legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

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

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

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

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

Data Retention

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

Automated Decision Making and Profiling

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

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

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

Data subject rights

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

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

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

Privacy Policy

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

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

- **Zurich Customer Services on 053 915 7775**
- **dataprotectionofficer@zurich.ie**
- **Data Protection Officer, Zurich Insurance Europe AG, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.**

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

Arachas, The Courtyard, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland.

Zurich Insurance Europe AG

PO Box 78, Wexford, Ireland. Telephone: 01 667 0666 Fax: 01 667 0644 Website: www.zurich.ie

Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for consumer protection rules.

Zurich Insurance Europe AG is registered in Frankfurt, Germany (registration number 133359) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

Registered in Ireland as a branch (registration number 910127) with registered branch office at Zurich House, Frascati Road, Blackrock, Co. Dublin, A94X9Y3.

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