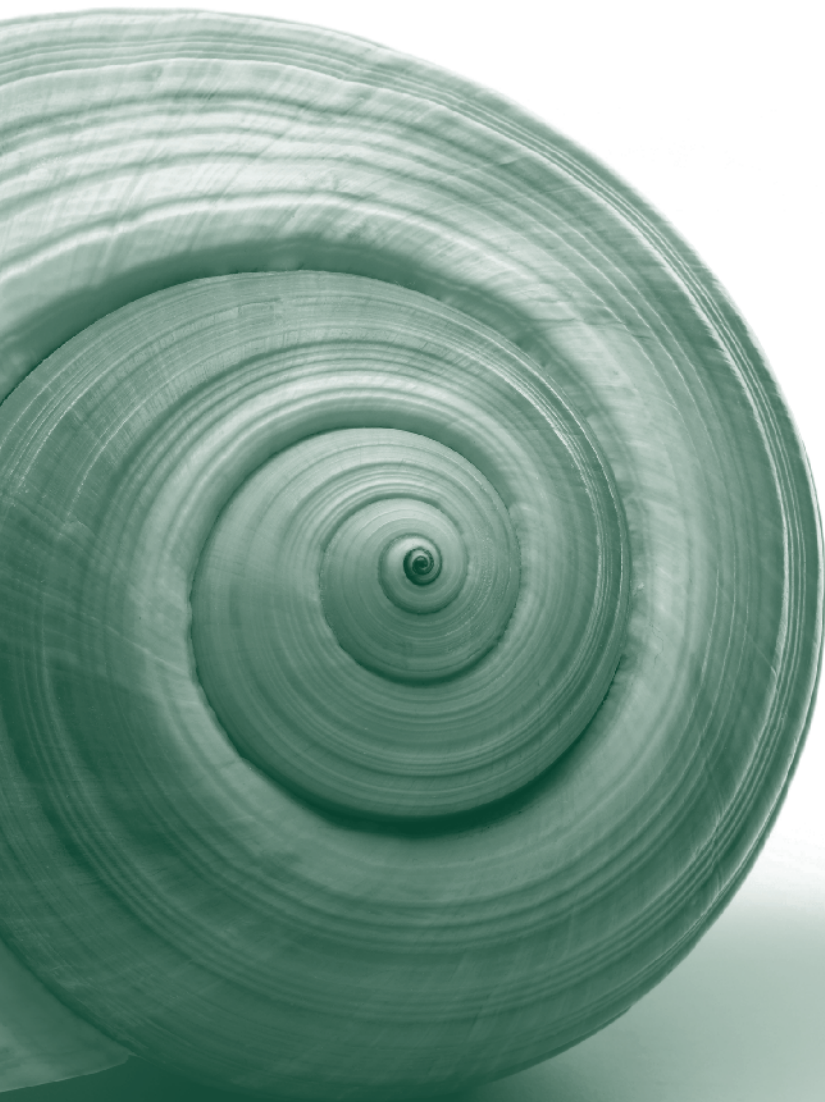


# RETREAT

Holiday Home  
Insurance Policy

Republic of Ireland - 2022



Provided by

**Plum**  
UNDERWRITING



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## Welcome to Plum Underwriting

**Thank you for choosing to insure your home with Plum Underwriting.**

Plum Underwriting is a specialist home insurance provider, established in 2002. We offer our products to our broker partners in the UK and Ireland, and have built a consistently good reputation based on our excellent customer service and underwriting strengths.

We strive to ensure that you, the policyholder, receive a home insurance policy that is tailored to meet your individual requirements.

We choose our insurers who cover the risks in the policy very carefully, based on their financial strength and service capabilities. The insurer(s) for your policy is as detailed in your policy schedule. Our claims service is designed to respond when you need it most – 24 hours a day, 7 days a week.

We are delighted to be given the opportunity to insure your home and can assure you that we will do all we can to keep you as a valued customer for many years ahead.



**David Whitaker**  
Managing Director

## Your Policy

In return for payment of the premium shown on **your schedule**, we agree to insure **you**, subject to the terms and conditions contained in or endorsed on this **policy**, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown on **your schedule**.

It is essential that **you** read **your policy** very carefully.

**Your policy** sets out clearly what is and what is not covered and to assist **you**, any words or phrases with special meanings are shown in bold text and are defined under the 'Definitions – Words with Special Meanings' section of the **policy**.

The **policy** sections are:

1. **Buildings**
2. **Holiday Home Contents**
3. Accidents to **Domestic Employees**
4. Legal Liability to the Public
5. Legal Expenses

**Your schedule** details which sections are operative and which **insurer** is providing the cover under each section.

Upon request **Plum Underwriting** can provide Braille, audio or large print versions of the **policy** and the associated documentation. If requested **Plum Underwriting** can also provide a copy of the **policy** in the Irish language. If **you** require an alternative format **you** should contact **Plum Underwriting** through whom this **policy** was arranged.

The language of this insurance contract and all communications relating to it will be in English.

## Information You Have Given Us

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

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

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

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

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

**We** will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days notice that **we** are terminating this **policy**; or
- (2) give **you** notice that **we** will treat this **policy** and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days notice that **you** are terminating this **policy**.

If this **policy** is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

## Change in Circumstances

**You** must tell **us** within fourteen (14) days of **you** becoming aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**.

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

## Cooling Off and Cancellation

### Cooling-Off Period

If, for any reason, **you** feel that this insurance is not right for **you**, **you** are entitled to cancel this insurance by notifying **us** through **your broker or insurance intermediary** in writing, by email or by telephone within 14 working days of either the date **you** receive **your policy** documentation or the start of the **period of insurance**, whichever is the later.

Should **you** choose to cancel **your policy** within the 'Cooling-Off Period', **we** will cancel **your policy** from:

- 1) the start of the **period of insurance** treating this **policy** as if it had never existed. **We** will refund any premium **you** have paid, provided that **you** have not made a claim, or
- 2) the date **you** have requested cancellation provided the date is within the 'Cooling-Off Period'. Any refund will be on a proportional basis providing the **period of insurance** has been claim free. If **you** have made a claim, **you** will not be eligible for a refund.

Any **policy** fees paid from the start of the **period of insurance** will be refunded to **you** and no **policy** fee will be charged for cancellation.

**Your broker or insurance intermediary** contact details are shown on **your schedule**.

### Cancellation

#### 1. Cancellation of **your policy** by **you**:

**You** may cancel this **policy** at anytime by notifying **us** through **your broker or insurance intermediary** in writing, by email or by telephone.

**Your broker or insurance intermediary** contact details are shown on **your schedule**.

#### 2. Cancellation of **your policy** by **us**:

**We** may cancel this **policy** or any part of it if there are serious grounds to do so by giving **you** 30 days written notice through **your broker or insurance intermediary** detailing the reason for cancellation by recorded delivery to the correspondence address stated on **your schedule**.

**We** will detail the reason for the cancellation in **our** written notice to **your broker or insurance intermediary**.

Examples of where **we** would cancel **your policy** are as follows:

1. Where **Plum Underwriting** has been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker or insurance intermediary**.  
If **you** pay **your** premium to **us** through a direct debit facility, **we** will allow 30 days for the premium to be brought up to date. If **you** fail to do so **we** will cancel from the date at which **you** have paid the relevant premium.
2. A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
3. Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
4. **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
5. If **you** have acted fraudulently in any way.
6. **You** have deliberately or falsely overstated information given to **us**.

### 3. Cancellation by us following a fraudulent claim:

If **you** make a fraudulent claim under this **policy** we will cancel **your policy** from the date of the fraudulent act and we will retain 100% of the premium.

### 4. Premium refund following cancellation of your policy:

In the event of cancellation by **you**, **your** premium refund will be calculated as follows:

If **you** cancel after the initial 14 day 'cooling off' period any refund will be on a proportional basis less the **policy** fee and always subject to the **period of insurance** being claim free.

If **you** have made a claim in the **period of insurance** being cancelled we will retain 100% of the premium and no refund will be due to **you**.

In the event of cancellation by **us**, **your** premium refund will be calculated as follows:

Any refund will be on a proportional basis and always subject to the **period of insurance** being claim free. If **you** have made a claim **you** will not be eligible for a refund and **you** must pay **us** any amount **you** still owe **us** for the full annual period for which **you** have been insured.

## Policy Fees

**Plum Underwriting** apply fees to administer all policies. Full details regarding our **policy** fees can be found on **your schedule**.

Please note that should **you** choose to cancel **your policy** within the 'Cooling-Off Period', any **policy** fees paid from the start of the **period of insurance** will be refunded to **you** and no **policy** fee will be charged for cancellation. Please see the 'Cooling Off & Cancellation' section within the **policy** wording for full details.

## Customer Service & Complaints Procedure

The **insurers**, **Plum Underwriting** and **your broker or insurance intermediary** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker or insurance intermediary** shown on **your schedule**.

### Customer Complaints Procedure

In the event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown on **your schedule**.

## Authorisation, Regulation & Compensation

### Plum Underwriting

Global Risk Partners Intermediary Limited, a private company limited by shares, Marine House, Clanwilliam Place, Dublin 2, D02 FY24 (Registration Number: 635016), trading as Plum Underwriting is regulated by the Central Bank of Ireland (Register number C186553)

Global Risk Partners Intermediary Limited - UK Branch of 55 Mark Lane, London EC3R 7NE, UK is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.

Global Risk Partners Intermediary Limited is a subsidiary of Global Risk Partners Limited.

### Your Insurers

The **insurers** for **your policy** are detailed on **your schedule** under the 'Insurers' section.

**You** can also visit the **Plum Underwriting** website which shows further detail at [www.plum-underwriting.ie/about-us/republic-of-ireland-insurers/](http://www.plum-underwriting.ie/about-us/republic-of-ireland-insurers/)



Full details regarding who authorises and regulates the **insurers** are included on **your schedule** under the 'Authorisation, Regulation & Compensation' section.

All **insurers** follow the Central Bank of Ireland for the conduct of business rules in Ireland unless stated otherwise on **your schedule**.

## Insurance Compensation Schemes

All **insurers** providing cover under this **policy** and **Plum Underwriting** are covered by the relevant compensation scheme. **You** may be entitled to compensation from the scheme if an **insurer** or **Plum Underwriting** is unable to meet its obligations to **you** under this contract.

Full details regarding which compensation scheme applies to whom are included on **your schedule** under the 'Authorisation, Regulation & Compensation' section.

## Subscribing Insurers' Several Liability

**Your policy** or sections of **your policy** may be underwritten by more than one **insurer**. **Your schedule** confirms who the **insurer(s)** are for **your policy** or section of **your policy**.

Where there is more than one **insurer** noted, each **insurer** is solely responsible for their own percentage of **your policy** or section of **your policy**, they are not responsible for any other **insurer(s)** percentage of **your policy** or section of **your policy**.

The responsibility does not pass to any other **insurer** noted in the event that for whatever reason, another **insurer** does not satisfy all or part of its obligations under **your policy** or section of **your policy**.

This is standard procedure where more than one **insurer** is underwriting **your policy** or section of **your policy**. **You** can rest assured that **Plum Underwriting** chooses **insurer(s)** that are financially stable and professional ensuring that they will always meet their obligations in accordance with **your policy** or section of **your policy**.

**You** can also visit the **Plum Underwriting** website which shows further detail at [www.plum-underwriting.ie/about-us/republic-of-ireland-insurers/](http://www.plum-underwriting.ie/about-us/republic-of-ireland-insurers/)

## Laws Applying

### Choice of Law and Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to the inception of this **policy**, this insurance shall be governed by the laws of Republic of Ireland and subject to the exclusive jurisdiction of the courts of Republic of Ireland.

### Use of Personal Data

**Plum Underwriting** and the **insurer(s)** are committed to protecting **your** personal information. **Plum Underwriting** and the **insurer(s)** will use personal information about **you** fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in the Privacy Notice at [www.plum-underwriting.ie/info/privacy-policy/](http://www.plum-underwriting.ie/info/privacy-policy/) which specifies:

- the information that **Plum Underwriting** and the **insurer(s)** may collect on **you** and from whom;
- how and why this information will be used;
- how **Plum Underwriting** and the **insurer(s)** may share and disclose the information; and
- the retention of **your** data.

In some instances **Plum Underwriting** and the **insurer(s)** may need to seek **your** consent before processing such data. **Plum Underwriting** and the **insurer(s)** will always make it clear to **you** when and why **your** consent is being sought. A hard copy of the Privacy Notice is available on request.



**You** have a number of rights (including the right of access to see personal information about **you** that is held in **Plum Underwriting** and the **insurer(s)** records) and these are detailed in the Privacy Notice. If **you** have any questions or concerns relating to the Privacy Notice or **Plum Underwriting's** data protection practices, or to make a subject access request, please contact:

Plum Underwriting, Data Protection Officer, Marine House, Clanwilliam Place, Dublin 2, D02 FY24.

### **Insurance Act 1936**

All monies which become or may become due under this **policy** shall in accordance with Section 93 be payable and paid in the Republic of Ireland.

### **Stamp Duties Consolidation Act 1999**

The appropriate Stamp Duty has been paid or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

### **Government Charges**

The First Premium herein includes any such charges.

### **Currency**

It is understood and agreed that the currency of all premium, **sum insured**, payments and **excesses** shown in the **schedule** of this **policy** or any subsequent renewal notice or endorsement relating thereto shall be deemed to be the Euro.

## How to Make a Claim

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section 'How to Make a Claim' on **your schedule** for the contact details.

When notifying a claim, please provide **your** name, **policy** number (shown on **your schedule**), the name of **your broker or insurance intermediary** and full details of the loss or damage.

There are a number of claims conditions that operate. Please refer to the 'Claims Conditions' section of this **policy** wording as well as the individual sections of cover which explains **your** duties in the event of a claim and how **we** deal with **your** claim.

## Definitions - Words with Special Meanings

The following definitions apply to all sections of this **policy** unless otherwise stated. Additional definitions are shown in the sections to which they apply.

### Accidental Damage

Sudden and unintentional physical damage that occurs unexpectedly and not through wear and tear, breakdown or malfunction.

### Act of Terrorism

An act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### Bodily Injury

Physical harm or damage to someone's body including death or disease.

### Buildings

- the **holiday home** and its decorations
- fixtures, fittings and fitted appliances attached to the **holiday home**
- underground services, sewers, pipes, cables and drains which connect to the public mains.
- **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, fixed fuel tanks, septic tanks, lamp posts, wind turbines, solar panels, stairlifts and ornamental fountains and ponds **you** own or for which **you** are legally liable and within the **premises** named on **your schedule**.

### Building Works

Any building work (structural and non-structural) over €30,000 (inclusive of VAT) in total.

Building work includes but is not limited to demolition, structural alteration, construction, renovation, refurbishment, structural repair or restoration

### Computer Viruses

A set of corrupting, harmful or otherwise unauthorised instructions or code including any malware or a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network.

### Contents

Household goods and personal property within the **holiday home** which belong to **you** or for which **you** are legally liable for.

**Contents** includes:

- **leaseholder's fixtures and fittings**
- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **holiday home**
- property in the open but within the **premises** up to €1,000 in total per claim (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **holiday home**)
- **precious metals** up to €2,500 per claim within the private dwelling
- pedal cycles including **electrically assisted pedal cycles** up to €500 in total per claim
- **contents** in garages and outbuildings up to €5,000 in total per claim
- **fine art and antiques** up to 10% of the **contents sum insured** in total per claim.
- jewellery and watches up to €5,000 in total per claim

**Contents** do not include:

- motor vehicles (other than domestic gardening equipment, **electrically assisted pedal cycles**, motorised mobility scooters, electric wheelchairs and powerchairs), caravans, trailers, boats or vessels or their accessories other than those defined as **watercraft**
- any living creature
- any part of the **buildings**
- any property held or used for business purposes other than **contents** used or held to furnish the **premises** for use as a **holiday home**.
- any property insured under any other insurance
- deeds, registered bonds and other such documents
- gemstones and furs
- land or water
- stamp or coin collections
- **money** and **credit cards**
- casino chips.

## Credit Cards

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards which belong to **you**.

## Domestic Employee(s)

Any person employed by **you** under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the **holiday home**.

## Electrically Assisted Pedal Cycles (EAPC)

An EAPC must have pedals that can be used to propel it.

It must show either:

- the power output
- the manufacturer of the motor

It must also show either:

- the battery's voltage
- the maximum speed of the bike

Its electric motor:

- must have a maximum power output of 250 watts
- should not be able to propel the bike when it's travelling more than 24.9kmh

An EAPC can have more than 2 wheels (for example, a tricycle).

## Endorsement(s)

A change in the terms and conditions of this insurance that can extend or restrict cover.

## Excess

The amount stated on **your schedule** or **endorsement(s)** which **you** will be responsible for paying in the event of each and every claim.

## Fine Art and Antiques

Individual items, collections and sets which are of artistic merit, historical value, novel, rare and/or unique including:

- antique and designer-made furniture, paintings, drawings, etchings, prints, photographs, tapestries, carpets, rugs, books and manuscripts
- sculptures, ornaments, porcelain and glass
- clocks, barometers, mechanical art and objects d'art
- medal collections, wines, memorabilia and other collectables such as models and dolls all belonging to **you** or for which **you** are legally responsible

**Fine art and antiques** does not include **precious metals**.

## Flood

Water from any source external to a building, which enters a building:

- a) at or below ground level; or above ground level, provided part of the body of such water is at ground level; and
- b) does so with a volume, weight or force which is substantial and abnormal

whether resulting from **storm** or otherwise.

For the avoidance of doubt the following do not constitute a Flood:

- c) the gradual seepage or percolation of water into a building (such as rising damp); and
- d) water escaping from a water main, drain, sewer, pipe or other thing inside a building, unless such escape was solely the consequence of a flood falling in the above definition.

## Heave

Upward movement of the ground beneath the foundations of the **buildings** as a result of the soil expanding.

## Holiday Home

The private dwelling, the garages and outbuildings used as a holiday home at the **premises** shown on **your schedule**.

## Landslip

Downward movement of sloping ground.

## Leaseholder's Fixtures and Fittings

Alterations, fixtures and fittings, decorations and improvements which **you** or previous occupiers have made as leaseholder for which **you** are responsible for insuring and are not covered by the freeholder's or any other insurance.

## Money

- current legal tender, cheques, postal and money orders
- postage stamps
- savings stamps, share certificates and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers, phone cards and gift vouchers
- electronic cash pre payment cards
- travel and seasonal travel tickets

held for any purpose.

## Period of Insurance

The length of time the insurance is in force as shown on **your schedule**.

## Plum Underwriting

Global Risk Partners Intermediary Limited, trading as Plum Underwriting.

## Policy

- The **policy** wording (see the wording reference stated on **your schedule** which confirms which **policy** wording is applicable to **you**)
- **Your schedule**
- Any **endorsement(s)** shown on **your schedule**

## Precious Metals

Gold, silver and platinum, including gold and silver plate but NOT jewellery and/or watches.

# RETREAT

## Premises

The address which is named on **your schedule**.

## Rebuilding Expenses

- Costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or rebuilding of the **buildings**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- Costs incurred to comply with government or local authority requirements provided that the **buildings** were originally constructed according to any government and local authority regulations at the time, and **you** received notice of the requirement after the damage giving rise to the claim occurred.

## Sanitary Ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

## Schedule

**Your schedule** is part of this insurance and contains details of the **insurers, you, your** statement of fact, the **premises**, the **sums insured**, the **excess**, any **endorsement(s)**, the **period of insurance** and the sections of this insurance which apply.

## Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

## Storm

A period of violent weather which may incorporate:

- wind speeds of at least 48 knots (55mph) which are equivalent to Storm Force 10 on the Beaufort Scale.
- torrential rain, falling at a rate of at least 25mm per hour
- snow to a depth of at least one foot (30 centimetres) in 24 hours
- hail of such intensity that it causes damage to hardened surfaces or breaks glass

## Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

## Sum(s) Insured

The amounts shown against each section, limit and/or item on **your schedule** and/or in this **policy**.

## Swimming Pools

Swimming pools which are permanently installed.

## Unfurnished

When the **holiday home** is not furnished for anyone to live in.

## Unoccupied

When the **holiday home** is:

- not being lived in and occupied overnight by **you, your** tenants or **your** invited guests, or
- not booked for a short term rental period

## **Watercraft**

- Sailboards, surfboards, dinghies, hand-propelled and motorised boats of less than 16 feet or 4.8 metres in length
- Motorised watercraft with an engine of 25 horsepower or less.

## **We/Us/Our/Insurer(s)**

Insurers as named on **your schedule**.

## **You/Your/Insured**

The person, persons, organisation or company named on **your schedule** as policyholder(s), all members of their family (including foster children and children of co-habiting partners), their civil partner or co-habiting partner, and **domestic employee(s)** who permanently live in the **holiday home**.

If **you die** **your** personal representatives will be covered to pursue or defend cases, covered under section five (5) of this insurance, on **your** behalf that arose prior to or out of **your** death.

## **Your Broker or Insurance Intermediary**

The person or persons who placed this insurance on **your** behalf.



## General Conditions

The following general conditions apply to sections 1 to 4 of this **policy** unless otherwise stated below. Additional conditions are shown in the sections to which they apply.

If **you** fail to comply with any of the general conditions this insurance may become invalid, or affect the settlement of any claim under this **policy**.

### 1. Multiple Premises

Each **premises** included under this insurance is considered to be covered as if separately insured.

### 2. Safeguarding your Property

**You** must:

- safeguard **your** property at all times to prevent loss or damage
- maintain **your** property to a good state of repair
- take all steps to prevent accident or injury
- ensure that gas safety and electrical inspection checks are carried out as required by Law

### 3. Index Linking

**Plum Underwriting** will increase **your buildings** and **holiday home contents sum(s) insured** at each renewal in accordance with the index **we** have set. Whilst the index will help to ensure that **your sum(s) insured** are adequate in line with increasing costs, it is dependent on the **sum(s) insured** disclosed to **us** at the start of **your policy** being correct. It is **your** responsibility to ensure **your sum(s) insured** are adequate at the start and at each renewal of **your policy**.

For **your** protection, if either index falls below zero **we** will not reduce the **sum(s) insured**. No charge is made for index linking during the **period of insurance** but at renewal **your** premium will be calculated on the adjusted **sum(s) insured**.

### 4. Fraud Prevention (applies to all sections of this policy)

In order to protect the interests of **our** policyholders and to prevent and detect fraud, **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Gardai
- Check and/or file **your** details with fraud prevention agencies and databases
- Undertake credit searches and additional fraud searches.

If **you** provide false or inaccurate information and fraud is identified, details will be passed to the fraud prevention agencies and databases to prevent fraud and money laundering.

**We** can supply on written request to **us** details of the databases **we** access or contribute to.

### 5. Assignment (applies to all sections of this policy)

**You** cannot transfer **your** interest in this **policy** to anyone else without **our** written agreement.

### 6. Other Insurance (applies to all sections of this policy)

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any amount over which would have been covered under such other insurance had this insurance not been effected. This condition does not apply to fatal injury (Section 2 – Holiday Home Contents - Additional Cover D).

## 7. Sums Insured

**You** have an ongoing duty to ensure that **your sum insured** represents the full value of the property insured.

For **your buildings**, the full value is the cost of rebuilding by a professional third party contractor if **your buildings** were destroyed (this is not the same as the market value). It must be adequate to include **rebuilding expenses**.

**Your sum insured** for general **contents** must be the cost to replace as new.

**Your sum insured** for **precious metals** and **fine art and antiques** must reflect the current market value.

If, at the time of any loss or damage, the **sum insured** is not enough **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

## 8. Fraudulent Claims (applies to all sections of this policy)

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement **we**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- (c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise our right under (c) above:

- (i) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **we** need not return any of the premium paid.

These remedies will not be available against any other entity insured under the **policy** that was not implicated in the fraud.

## 9. No Claim Discount

If **you** make a claim under **your policy** and **we** agree to offer **you** renewal terms, **we** will reduce **your** no claim discount at the renewal date of **your policy**.

If **you** do not make a claim under **your policy** and **we** agree to offer **you** renewal terms, **we** will increase **your** no claim discount at the renewal date of **your policy** until **you** reach a maximum of 5 years.

## 10. Holiday Home Type

The **holiday home** type **we** have accepted and agreed is shown in **your schedule**. If at the time of a claim the **holiday home** type differs to what is shown on **your schedule** **we** will follow the procedure as detailed in the 'Change in Circumstances' clause under the 'Your Policy' section of this **policy** wording.

## 11. Security of the Holiday Home

We will not pay under this **policy** for loss or damage resulting from unauthorised entry into the **holiday home**, if **you** fail to comply with the following provisions:-

**You** must ensure that the following security protections are fitted and maintained in good working order throughout the **period of insurance**:

- Final exit doors must be secured by a mortice deadlock with at least 5 levers or a rim deadlock installed or, if the door(s) are UPVC or double glazed, a multi-point locking system with either a lever or built-in deadlocking cylinder
- All other external doors must be secured by a mortice deadlock or a deadlock or by a multi-point locking system with either a lever or built-in deadlocking cylinder or key-operated security bolts fitted internally to the top and bottom.
- All opening sections of the basement, ground floor and easily accessible windows, fanlights and skylights to the **buildings** are secured by key-operated window locks.

## 12. When the Holiday Home is Unoccupied or Unfurnished

We will not pay any claim under this **policy** for loss or damage resulting from unauthorised entry into the **holiday home**, when the **premises** are **unoccupied** or **unfurnished**, unless **you** or **your** adult representative:

- ensures that the security of the **holiday home** is in full and effective operation
- inspects the **premises** internally and externally once every 30 days
- keep a record of the dates and times of all visits in a central inspection record
- provides **us** with a copy of the central inspection record when requested

Example of an inspection record:

Name	Date	Time	Observations/Actions
<i>John Smith</i>	<i>17/12/2015</i>	<i>14:20</i>	<i>All rooms checked and found in good condition, left fully locked with alarm activated.</i>

Please refer to the section 'Protecting Your Holiday Home' section of this **policy** wording for additional tips on protecting **your holiday home** while it is not being lived in.

## 13. Condition of Property

**You** must ensure that **you** notify **us** as soon as practicably possible should **you** become aware that the condition of the **holiday home** has deteriorated by any means and/or the **holiday home** has been subject to unlawful access or attempted unlawful access of any kind.

## 14. Inventory of the Holiday Home

If **you** rent the **holiday home** as a holiday let **you** must ensure that **you** have an inventory of all the **contents** in the **holiday home** and a schedule detailing the condition of the property to avoid any misunderstandings or disputes at the end of each holiday let.

## 15. Chimney Maintenance

If **your** chimney(s) and/or flue(s) have not been cleaned within the last 12 consecutive months prior to the commencement date of this **policy**, **we** will allow 30 days from the **policy** commencement date for **you** to carry this out.

If **you** do not comply with this condition, **we** will not pay any claim for loss or damage or liability resulting from fire due to chimney(s) and/or flue(s) not being cleaned as specified above.

# Protecting Your Holiday Home

## Inspection Checklist

Whilst the list is not exhaustive, the following checklist is designed to help **you** ensure that **your** inspection is as thorough as possible:

- Windows shut and fastened and locked
- All external doors shut, fastened and locked when the **premises** are left unattended
- Check throughout the property for any signs of ingress of water
- Check inside and outside of the property for any signs of leaks/escape of water
- Check all windows and doors of the property for signs of any attempted forced entry
- Remove any build up of newspapers and post
- Consider sealing letter box
- Remove any rubbish that has accumulated outside of the property or in doorways/porches
- If fitted, ensure the intruder alarm system is fully functional and operates correctly
- If fitted, ensure the CCTV system is fully functional and operates correctly
- Ensure electrical appliances are switched off when not in use
- Ensure any uncontained electrical wiring is in good condition and no bare wires are showing
- Roof tiles are in good order, no slipped or broken tiles
- Flat roofs are in good condition, no rips/tears or pooling of water
- Ensure gutters and rainwater goods are regularly checked and cleared of any build up of leaves/rubbish
- Ensure trees and shrubs are maintained with any damage/diseased sections being removed
- Gardens are maintained with rubbish removed
- Ensure aerial and satellite dishes are secured
- Internally ensure water is free running through sanitary ware and there are no signs of blockages
- Lift drain inspection covers to ensure water is free running and that there are no signs of blockages
- Check the level of oil in external tanks is in line with expectation
- Check oil tanks externally for damage or leaks
- Check any outbuildings, sheds or barns for any attempted forced entry

## General Exclusions

The following general exclusions apply to all sections of this **policy**. Additional exclusions are shown in the sections to which they apply.

### What is not covered:

1. Any loss or damage:
  - that is not associated with the incident that caused **you** to claim
  - that commenced before cover starts
  - caused by wilful acts by **you** or where any member of **your** family or household is concerned as principal or accessory or any of **your** employees'
  - or liability caused by deception other than by any person using deception to gain entry to **your holiday home**
  - caused by or resulting from the **premises** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority
  - caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure.

### Wear & tear excluded under this policy include for example the following:

- Damp formed over a period of time
- Blocked or poorly maintained guttering
- Failure of a flat roof due to age
- Worn out carpets

### Mechanical & electrical breakdown excluded under this policy include for example the following:

- Electrical failure of an electrical component in televisions or computers
  - Mechanical failure of a clock mechanism
2. Any loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature caused by or contributed to or by or arising from:
    - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
    - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
  3. Any loss, damage, expense, or legal liability caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
  4. Any loss or destruction of or damage to any property, or any loss or expenses resulting or arising from, or any legal liability caused by or contributed to by or arising from the failure of any equipment to correctly recognise the date or change of date.
  5. Any loss or damage or liability occasioned by, happening through or resulting from:
    - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power
    - confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
  6. Any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from:
    - a) any legal liability of whatsoever nature; or
    - b) death or injury to any person, caused by or contributed to by or arising from biological or chemical contamination due to or arising from:
      - i) an **act of terrorism**; and/or
      - ii) steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived **act of terrorism**.

7. Any loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
8. Any benefit under this **policy** to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.
9. Any claim for loss or damage resulting from unauthorised entry into the **holiday home** when the **premises** are **unoccupied** unless the security of the **holiday home** is:
  - maintained in good working order throughout the **period of insurance**.
  - in full and effective operation when the **premises** is **unoccupied**.
10. Any claim under this **policy** unless **you** transact **your** Republic of Ireland insurance business for this **policy** through a Republic of Ireland bank account in Euros for the payment of premium from and the payment of claims to **you**.
11. Loss or damage caused by or resulting from the presence of mica, pyrite or iron pyrite within the **buildings**.
12. **We** will not pay any claim for loss, damage, liability, cost or expense caused deliberately or accidentally by:
  - i. the use of or inability to use any application, software, or programme;
  - ii. any **computer virus**;
  - iii. any computer related hoax relating to i and/or ii above.
13. **We** will not pay any claim for loss of or damage to any electronic data (for example files or images) wherever it is stored.
14. This insurance **policy** does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:
  - a) infectious or contagious disease;
  - b) any fear or threat of a) above; or
  - c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

## Building Works

If **you** intend to undertake any **building works** on any part of the **premises**, **you** must tell **your broker or insurance intermediary** about the work at least 30 days before the work starts and before **you** enter into any contract for the works.

**You** do not need to tell **your broker or insurance intermediary** if the work is for redecoration only.

When **we** are notified of the **building works**, **we** will tell **you** if this affects **your policy**. For example **we** may:

1. amend the terms of **your policy**
2. require **you** to pay more for **your policy**
3. cancel this **policy** in accordance with the Cancellation and Cooling-Off Provisions and offer **you** cover under a more suitable product with **Plum Underwriting**
4. cancel **your policy** in accordance with the Cancellation and Cooling-Off Provisions if the **building works** are too substantial for **us**.

If **you** do not inform **us** of the intended **building works** it may affect any claim **you** make or could result in **your** insurance being invalid.

If **we** agree to continue **your policy** while the **building works** are being carried out at the **premises**, **we** will not pay any claim:

1. for the **building works**. **You** should make sure **your** contractor(s)/builder(s) are insuring these under their own contract works insurance policy.
2. if the cause is confirmed as being related to the **building works**. **You** should make sure **your** contractor(s)/builder(s) are insuring these under their own contract works insurance policy.
3. for any loss, damage or liability arising out of the activities of contractors/builders that have been appointed to undertake **building works**. This should be covered under **your** contractor(s)/builder(s) public liability insurance policy.

**Your policy** will cover a valid claim that arises during the **building works** where the cause of the loss, damage or liability cannot be identified. However, **we** will not pay any claim arising from fire where the **building works** involve:

- a) a naked flame, an open heat source, operations producing sparks or a hot air stripper
- b) involve heating of asphalt, bitumen, tar or pitch

unless **you** can prove the requirements detailed under the 'Building Works Conditions' section below have been met.

## Building Works Exclusions

If **we** agree to insure **you** while the **building works** are being carried out at the **premises**, the following additional exclusions apply to all sections of this **policy**, unless amended by **endorsement** shown on **your schedule**.

**We** will not pay any claim for loss, damage or liability:

1. for the **building works** that are being carried out at the **premises**
2. if the cause is confirmed as being related to the **building works**
3. whilst **building works** are being undertaken at the **premises** unless **your** contractor(s)/builder(s) have a minimum of €2,000,000 public liability insurance in place for the duration of the **building works**. It is **your** responsibility to ensure that **you** have evidence of **your** contractors'/builders' public liability insurance and in event of a claim **you** may be asked to provide this.
4. arising out of the activities of contractors/builders that have been appointed to undertake **building works** at the **premises**
5. resulting from theft or attempted theft from the **holiday home** whilst **building works** are being undertaken at the **premises** other than as a result of violent and forcible entry or exit. This only applies if theft or attempted theft is not otherwise excluded.
6. resulting from fire where the cause cannot be identified unless **you** can prove the requirements detailed under the 'Building Works Conditions' section below have been met.



## Building Works Conditions

If we agree to insure you while the **building works** are being carried out at the **premises**, the following additional conditions apply to all sections of this **policy**, unless amended by **endorsement** shown on **your schedule**.

*Please provide a copy of these conditions to **your contractor(s), Builder(s), Architect(s) and Project Manager(s)***

### 1. Heat Application Condition

The following conditions apply whenever there is application of heat involving a naked flame, an open heat source, operations producing sparks or a hot air stripper at the **premises**:

- a) all combustible material must be removed a safe distance from the area the work is being carried out. A safe distance must be at least fifteen metres when welding or cutting is taking place. Where such clearance is impracticable, combustible material must be covered by blankets or screens which are both non-combustible and which prevent the transfer of heat into surrounding items or structures.

Combustible parts of the **premises** must be protected in the same way, and

- b) at least one water (with a capacity of more than 8.2 litres), dry powder (with a weight of more than 1.2 kilograms) or other fire extinguisher of an equivalent rating or a type suitable for the combustible material at the **premises** is kept immediately adjacent to the area of work in full working order and available for immediate use, and
- c) equipment is lit for as short a time as possible before use and extinguished immediately after use, and
- d) equipment which is lit or switched on is not left unattended, and
- e) on every occasion that work with heat occurs, one hour after work has finished, a thorough examination for any sign of combustion must be made, in and around the work area with the appropriate findings recorded and signed off by an independent party. A hot works permit system is recommended for this purpose.

### 2. Asphalt, Bitumen and Tar Heaters Condition

The following conditions apply whenever there is work being carried out that involves heating of asphalt, bitumen, tar or pitch at the **premises**:

- a) the vessel used for heating asphalt, bitumen, tar or pitch must be attended at all times whilst the source of heat is lit and whilst in use, and
- b) a suitably sized spill tray is used which can hold the entire contents of the vessel, which is both non-combustible and which prevents the transfer of heat into surrounding items or structures.

## Claims Conditions

The following claims conditions apply to sections 1 to 4 of this **policy**. Additional claims conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this may affect the settlement of any claim under sections 1 to 4 of this **policy**.

Please also refer to the individual **policy** sections for additional comment.

### 1. Your duties in the event of a claim – Things you need to do

#### a) Notifying us of a Claim

**You** must as soon as practicably possible provide details of the claim or possible claim, using the claims contact details as stated on **your schedule**.

#### b) Circumstances of the Claim

**You** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.

#### c) Liability Claims

If a liability claim is made against **you**, **you** must forward to **us** as soon as is practically possible notice of the claim, including any letter, writ, summons or other legal document **you** receive.

#### d) Notifying the Gardai or Other Relevant Authorities

**You** must, following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property:

- tell the Gardai as soon as practicably possible and, if required, any other relevant authorities
- obtain an incident report number (where issued), a property irregularity or other appropriate report.

#### e) Our Representatives

**You** must co-operate fully with **us** and **our** authorised representatives including loss adjusters and other experts that **we** have appointed at all times.

#### f) Other Information and Assistance

**You** must as soon as practicably possible provide any information and assistance **we** may require.

#### g) Your Authority

**You** must not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

#### h) Your Duty of Care

**You** must take all care to limit any loss, damage or injury.

#### i) Evidence & Value

Where **we** request **you** must provide **us** with evidence of value or age (or both) for items involved in **your** claim.

#### j) Your Property

**Your** property shall remain **yours** at all times. **We** will only take ownership of or accept liability for **your** property if **we** have agreed with **you** in writing to do so.

#### k) Holiday Let Agreement(s)

**You** must provide **us**, on request, with a copy of any bookings and holiday letting agreement(s) if **you** let out **your holiday home**.

If **you** fail to comply with any of the points detailed in '1. Your duties in the event of a claim – Things you need to do' shown above, this insurance may become invalid.

## 2. How we deal with your claim

### a) Payment of Claims

Subject to **you** complying with '1. Your duties in the event of a claim – Things you need to do' as detailed above, **we** will ensure that **we** will pay sums due to **you** for any valid claim allowing time for investigation and assessment of the claim.

### b) Defence of Claims

**We** have the right to:

- take full responsibility for conducting, defending or settling any claim in **your** name
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

### c) Joint Insureds

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you** the total amount **we** will pay will not exceed the amount **we** will be liable to pay any one of **you**.

### d) Our Rights

After a claim **we** have the right to:

- take over and conduct in **your** name, the defence or settlement of any claim
- prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this insurance
- inspect any damaged property should **we** wish to do so.

### e) Excess

In respect of a single event, if **your** claim is for loss or damage under more than one section of **your** **policy**, **we** will only deduct one **excess** rather than deduct an **excess** per section.

The **excess** deducted will be the highest **excess** of the sections **you** are claiming under.

## Section 1 - Buildings - Standard Cover

The following cover applies only if **your schedule** shows that it is included.

**We** will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

### What is covered

This insurance covers the **buildings** for physical loss or damage caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. **storm, flood** or weight of snow
4. escape of water from or frost damage to fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation

### What is not covered

**We** will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every 30 day inspection of the **premises** while the **holiday home** is **unoccupied** or **unfurnished**.
- a) for loss or damage caused by **subsidence, heave** or **landslip** other than as covered under number 9 in Section 1 – Buildings – Standard Cover.
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, gates and fences, septic tanks, lamp posts, wind turbines, solar panels and ornamental fountains and ponds.
- a) for loss or damage caused by **subsidence, heave** or **landslip** other than as covered under number 9 in Section 1 – Buildings – Standard Cover.
- b) for loss or damage to domestic fixed fuel-oil tanks, **swimming pools**, hot tubs and ornamental fountains or ponds.
- c) for loss or damage while the **holiday home** is **unoccupied** unless **you** or a responsible adult representative of **yours** turns off the water at the mains stopcock.
- d) for loss or damage whilst the **holiday home** is **unfurnished**.
- e) for loss or damage due to the failure or lack of grouting or sealant.
- a) for loss or damage while the **holiday home** is **unfurnished**.
- b) any loss or damage caused by escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement

This insurance covers the **buildings** for physical loss or damage caused by

6. theft or attempted theft

7. collision by any vehicle or animal

8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously

9. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**

10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts

11. falling trees, telegraph poles or lamp-posts

**We will not pay**

a) for loss or damage while the **holiday home** is **unfurnished**.  
b) for loss or damage resulting from theft or attempted theft from the **holiday home** unless as a result of violent and forcible entry or exit other than any loss or damage which is covered under additional cover P – Theft or attempted theft by Guests/Tenant(s).

a) for loss or damage while the **holiday home** is **unfurnished**.

a) for loss or damage to **swimming pools**, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your holiday home** is damaged by the same cause and at the same time.  
b) for loss or damage caused by **settlement**.  
c) for loss or damage caused by riverbank or coastal erosion.  
d) for loss or damage arising from defective materials or faulty workmanship.  
e) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your holiday home** are damaged by the same cause and at the same time.

a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts.

a) for loss or damage caused by trees being cut down or cut back within the **premises**.  
b) for loss or damage to gates and fences.  
c) for removing any part of the tree that is still below the ground.  
d) for restoring the site.

## Section 1 – Buildings – Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

The limits shown under the following additional covers are in addition to the **sums insured** shown on **your schedule**.

### What is covered

This section of the insurance also covers

#### A – Accidental Damage to Fixtures & Fittings

We will pay for **accidental damage** to:

- fixed glass and double glazing (including the cost of replacing frames)
- solar panels
- **sanitary ware**
- ceramic hobs

all forming part of the **buildings**.

#### B – Accidental Damage to Services

We will pay for **accidental damage** to:

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which **you** are legally responsible for and which provide services to or from **your holiday home**.

#### C – Loss of Holiday Rental Income/Alternative Accommodation

The holiday rental income **you** would have received but are unable to recover while the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover;

or

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you**, **your** guests, **your** tenants and **yours**/their pets and horses as the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover

### What is not covered

We will not pay

- a) for loss or damage while the **holiday home** is **unfurnished**.

- a) for loss or damage while the **holiday home** is **unfurnished**.

- a) any amount over 25% of the **sum insured** for the **buildings** damaged or destroyed.
- b) any loss of holiday rental income or alternative accommodation payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 24 months for this additional cover.
- f) any loss of holiday rental income at the same time as paying the cost of alternative accommodation.
- g) any alternative accommodation at the same time as paying loss of holiday rental income.

This section of the insurance also covers

#### **D – Professional Fees & Expenses**

Expenses **you** have to pay and which **we** have agreed in writing for:

- architects', surveyors', consulting engineers' and legal fees
- the cost of removing debris and making safe the **buildings**
- costs **you** have to pay in order to comply with any government or local authority requirements

following loss or damage to the **buildings** which is covered under section 1.

#### **E – Loss of Metered Water**

Increased domestic metered water charges **you** have to pay following an escape of water which is covered under the event insured under number 4 in Section 1 – Buildings – Standard Cover.

#### **F – Sale of your Premises**

Anyone buying the **premises** will be entitled to the benefit of Section 1 for the period from exchange of contracts until completion of the sale or expiry of the insurance whichever is the sooner.

#### **G – Trace & Access**

The costs incurred to find the source of escape of:

- water, oil or gas (including LPG) from any domestic water or heating installation within the **holiday home** including subsequent repairs to walls, floors and ceilings
- water from underground service pipes, cables, sewers and drains for which **you** are legally responsible outside the **holiday home** but at the address shown in **your schedule**.

#### **H – Loss of Oil**

Loss of domestic oil from fixed fuel oil tanks.

**We** will not pay

- a) any expenses for preparing a claim or an estimate of loss or damage.
  - b) any costs if government or local authority requirements have been served on **you** before the loss or damage.
- 
- a) more than €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total.
  - b) for loss of metered water whilst the **holiday home** is **unfurnished**
- 
- a) if the **buildings** are more specifically insured under any other insurance.
  - b) any claim under any other additional covers of this **policy**.
- 
- a) more than €7,500 in any **period of insurance**.
  - b) any costs incurred whilst the **holiday home** is **unfurnished**.
  - c) costs incurred if the escape of water, oil or gas (including LPG) commenced before cover starts.
- 
- a) more than €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total.
  - b) for loss of oil whilst the **holiday home** is **unfurnished**.
  - c) for loss of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.



# RETREAT

This section of the insurance also covers

## I – Squatters

The cost of alternative accommodation for **you**, **your** guests, **your** tenants and **yours**/their pets and horses while **your holiday home** is occupied by squatters.

## J – Ground Rent

Ground rent which **you** have to pay whilst the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

## K – Damage by Emergency Services

The cost of restoring any loss or damage caused to landscaped gardens by the Emergency Services in attending the **premises** due to loss or damage which is covered under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

## L – Replacement Locks

Costs **you** have to pay for replacing & installing locks and keys to safes, alarms, external doors and windows of the **holiday home** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person.

## M – Unauthorised Use of Electricity, Gas or Water

The costs of metered electricity, gas (including LPG) or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **holiday home** without **your** consent.

## N – Emergency Entries

Damage to the **buildings** caused when the fire service, the Gardai or the ambulance service have to make a forced entry because of an emergency to **you** or any guests staying at **your holiday home**.

## O – Garden, Plants & Shrubs

Damage to **your** garden caused directly by fire, lightning, explosion, impact by any aircraft or other aerial devices, rail or road vehicles or anything dropped from an aircraft, theft, vandalism and malicious damage.

**We will not pay**

- a) more than €5,000 any one claim.
- a) any amount over 10% of the **sum insured** for the **buildings** damaged or destroyed.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 24 months for this additional cover.
- a) more than €2,500 any one claim.
- a) any amount over €5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €5,000 in total.
- a) more than €5,000 any one claim.
- b) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had been made aware of the unauthorised use.
- a) more than €5,000 any one claim.
- a) more than €2,500 any one claim.
- b) more than €500 for any one plant, tree or shrub.
- c) any costs relating to any undamaged part of the garden.
- d) for any plants grown on a commercial basis.

This section of the insurance also covers

**P – Theft or attempted theft by Guests/Tenant(s)**

**We will pay** for theft or attempted theft by **your** guest(s) or tenant(s).

**Q – Removal of Nests**

Costs incurred by **you** to remove bees, wasps and hornets nests from the **premises**.

**R – Illegal Depositing of Waste**

The removal of illegally deposited waste from **your premises** to a licensed waste management site.

Reinstating any damage caused by the illegal dumping of waste at **your premises**.

**S – Security Expenses**

Costs incurred by **you** to:

- refill fire extinguisher appliances
- replace used sprinkler heads
- reset fire, intruder alarms and closed circuit television equipment

following loss or damage which is covered under Section 1 - Buildings - Standard Cover.

**T – 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** in circumstances which have given rise to a valid claim under this **policy**.

**We will not pay**

- a) more than €10,000 any one claim.
- b) any amount recoverable from **your** guest(s) or tenant(s) deposit.

- a) more than €1,000 any one claim.

- a) more than €1,000 any one claim.

- a) more than €5,000 any one claim.

- a) more than €2,000 any one claim.

## Section 1 – Buildings – Accidental Damage

The following applies only if the schedule shows that **accidental damage** to the **buildings** is included.

### What is covered

This extension covers **accidental damage** to the **buildings**

### What is not covered

We will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section 1.
- b) for the **buildings** moving, settling, collapsing or cracking.
- c) for the cost of maintenance and routine decoration.
- d) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- e) for damage to **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, septic tanks, lamp posts, ornamental fountains and ponds and fuel tanks.
- f) for any damage caused by or contributed to by or arising from any kind of pollution and/ or contamination.
- g) for damage caused by chewing, tearing, scratching, fouling, urinating or vomiting by **your** or **your** guests/tenants pets.

## Section 1 - Buildings - Conditions that Apply to this Section Only

### How we deal with your claim

1. If **your** claim for loss or damage is covered under section 1, **we** will at **our** option pay the costs of repairing or rebuilding as long as:
  - the **buildings** were in a good state of repair prior to the loss or damage and
  - the **sum insured** is enough to pay for the full cost of rebuilding the **buildings** in their present form and
  - the damage has been repaired or loss has been reinstated.
2. **We** will pay up to 50% of the cost of replacing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function but no more than the **buildings sum insured** shown on **your schedule**.

### Your sum insured

If, at the time of any loss or damage, the **buildings sum insured** is not enough to reconstruct **your buildings** **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

### Limit of insurance

**We** will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

## Section 2 – Holiday Home Contents - Standard Cover

The following cover applies only if **your schedule** shows that it is included.

**We** will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

### What is covered

This insurance covers the **contents** for physical loss or damage caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. **storm, flood** or weight of snow
4. escape of water from fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously

### What is not covered

**We** will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every 30 day inspection of the **premises** while the **holiday home** is **unoccupied** or **unfurnished**.
- a) for property in the open.
- a) for loss or damage while the **holiday home** is **unoccupied** unless **you** or a responsible adult representative of **yours** turns off the water at the mains stopcock.
- b) for loss or damage whilst the **holiday home** is **unfurnished**.
- c) for loss or damage due to the failure or lack of grouting or sealant.
- a) for loss or damage while the **holiday home** is **unfurnished**.
- b) any loss or damage caused by escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement
- a) for loss or damage while the **holiday home** is **unfurnished**.
- b) for loss or damage resulting from theft or attempted theft from the **holiday home** unless as a result of violent and/ or forcible entry or exit other than any loss or damage which is covered under additional cover J – Theft or attempted theft by Guests/Tenant(s).
- a) for loss or damage while the **holiday home** is **unfurnished**.

This insurance covers the **contents** for physical loss or damage caused by

9. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**

10. falling trees, telegraph poles or lamp-posts

**We will not pay**

- a) for loss or damage caused by **settlement**.
  - b) for loss or damage caused by riverbank or coastal erosion.
  - c) for loss or damage arising from defective materials or faulty workmanship.
  - d) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your holiday home** are damaged by the same cause and at the same time.
- a) for loss or damage caused by trees being cut down or cut back within the **premises**.

## Section 2 – Holiday Home Contents - Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

The limits shown under the following additional covers are in addition to the **sums insured** shown on **your schedule**.

### What is covered

This section of the insurance also covers

#### A – Accidental Damage to Electronic Equipment

**We will pay for accidental damage** to the following electronic equipment situated in **your holiday home**:

- televisions, satellite decoders
- audio and visual equipment including MP3 players, cameras and portable DVD and BluRay players
- radios
- home computers, laptops, tablets and e-readers
- gaming consoles, including hand held gamers
- mobile phones

### What is not covered

**We will not pay**

- a) for damage or deterioration caused in the process of repair, renovation, or dismantling.
- b) for damage to tapes, records, cassettes, discs or memory sticks or computer software.
- c) for mechanical or electrical faults or breakdown
- d) any amount recoverable from **your** guest(s) or tenant(s) deposit

This section of the insurance also covers

#### **B – Temporary removal of holiday home contents**

**We will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover while **your contents** are temporarily away from **your holiday home** for up to a maximum of 120 days in any one **period of insurance**.**

#### **C – Alternative Accommodation**

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you, your guests, your tenants and yours/their pets and horses** as the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover.

#### **D – Fatal Injury**

Fatal injury to **you**, any member of **your** immediate family, including civil partners and co habiting partners who permanently reside with **you** at **your** main home whilst at the **premises** caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve (12) months of such injury.

#### **E – Replacement Locks**

Costs **you** have to pay as leaseholder for replacing & installing locks and keys to safes, alarms, external doors and windows of the **holiday home** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person.

**We will not pay**

- a) for **contents** outside the Republic of Ireland.
  - b) any amount over €10,000.
  - c) for **contents** removed for sale or exhibition.
  - d) for theft unless the loss or damage follows breakage or damage in the **holiday home** in the course of entry.
  - e) more than 30 days in any professional storage facility.
  - f) for **your contents** temporarily away from **your holiday home** unless they are:
    - in any occupied private dwelling
    - in any building where **you** are living or working
    - in any building for valuation, cleaning or repair
    - in any professional storage facility
    - in any bank or safe deposit.
- a) any amount over 25% of the **holiday home contents sum insured**.
  - b) any alternative accommodation payable after the property is reinstated and ready for habitation.
  - c) any costs incurred without **our** agreement to pay.
  - d) any costs recoverable elsewhere.
  - e) more than 24 months for this additional cover.
  - f) any alternative accommodation at the same time as paying loss of holiday rental income.
- a) more than €10,000 for each insured person (or €5,000 for each insured person under sixteen (16) years of age) at the time of death.
  - b) for fatal injury of any **domestic employee(s)**.
  - c) for fatal injury of **your** tenants or **your** invited guests.
  - d) more than once under **your policy** for any one incident.
- a) any amount over €5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €5,000 in total.

# RETREAT

This section of the insurance also covers

## F – Loss of Metered Water

Increased domestic metered water charges **you** have to pay following an escape of water which is covered under the event insured under number 4 in Section 2 – Holiday Home Contents – Standard Cover.

## G – Loss of Oil

Loss of domestic oil from fixed fuel oil tanks.

## H – Domestic Freezer Cover

The cost of replacing **your** food in **your** fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes.

## I – Guests, Visitors & Domestic Employee(s) Personal Effects

**We** will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover for **your** personal guests, visitors and **domestic employee(s)** personal effects not insured elsewhere while in **your holiday home**.

## J – Theft or attempted theft by Guests/Tenant(s)

**We** will pay for theft or attempted theft by **your** guest(s) or tenant(s).

## K – Common Parts

Loss or damage to **holiday home contents** of Common Parts of the **premises** to which all guests or tenants have access following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover.

**We** will not pay

- a) more than €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total.
- b) for loss of metered water whilst **your holiday home** is **unfurnished**.

- a) more than €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total.
- b) for loss of oil whilst **your holiday home** is **unfurnished**.
- c) for loss of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.

- a) for loss or damage caused by any electricity or gas company cutting off or restricting **your** supply.
- b) for loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action.
- c) more than €500 in any one claim.
- d) for the domestic freezer contents of **your** tenants/paying guests.

- a) more than €1,000 any one claim.
- b) for the personal effects of **your** tenants/paying guests.

- a) more than €10,000 any one claim.
- b) any amount recoverable from **your** guest(s) or tenant(s) deposit.

- a) more than €1,000 in any **period of insurance**.



This section of the insurance also covers

#### L– Ground Rent

Ground rent which **you** have to pay whilst the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover.

#### M – Household Removals

**We** will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover while **your contents** are being permanently removed from **your holiday home** to any other holiday home **you** are going to use or holiday let including while they are being temporarily stored for up to 72 hours.

#### N – 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** in circumstances which have given rise to a valid claim under this **policy**.

**We** will not pay

- a) any amount over 10% of the **holiday home contents sum insured**.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 24 months for this additional cover.

- a) for **contents** outside the Republic of Ireland.
- b) for loss or damage to porcelain, china, glass and other brittle articles.

- a) more than €2,000 any one claim.

## Section 2 – Holiday Home Contents - Accidental Damage

The following applies only if the **schedule** shows that **accidental damage** to the **contents** is included.

### What is covered

This extension covers **accidental damage** to the **contents** within **your premises**.

### What is not covered

**We will not pay**

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section 2.
- b) for damage or deterioration of any article caused by dyeing, repair, renovation or whilst being worked upon.
- c) for damage caused by chewing, tearing, scratching, fouling, urinating or vomiting by **your** or **your** guests/tenants pets.
- d) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- e) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.

## Section 2 – Holiday Home Contents – Conditions that Apply to this Section Only

### How we deal with your claim

1. If **you** claim for loss or damage to the **contents** **we** will at **our** option repair, replace or pay for any article covered under section 2.

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

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

The above basis of settlement will not apply to:

- clothes
- pedal cycles including **electrically assisted pedal cycles**

where **we** will pay up to the value of the item at the time of loss or damage.

2. **We** will pay up to 50% of the cost of replacing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function but no more than the **contents sum insured** shown on **your schedule**.

### Your sum insured

If, at the time of any loss or damage, the **contents sum insured** is not enough to replace the entire **contents** of **your holiday home** as new, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your contents** insurance is equal to 75% of what **your** premium would have been if **your contents sum insured** was enough to replace the entire **contents** of **your holiday home** as new, then **we** will pay up to 75% of any claim made by **you**.

### Limit of insurance

**We** will not pay any more than the **sum insured** for the **contents** less the **excess** of each **premises** shown in **your schedule**.

## Section 3 – Accidents to Domestic Employees

This section applies only if the **contents** are insured under Section 2.

### What is covered

#### We will pay you

for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your domestic employee(s)** employed in connection with the **premises** shown on **your schedule**

### What is not covered

#### We will not pay you for **bodily injury** arising

- a) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**.
- b) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment or motorised mobility scooters, electric wheelchairs and powerchairs)

### Limit of insurance

**We** will not pay more than the limit shown on **your schedule** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## Section 4 – Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under section 1 or the **contents** are insured under section 2 of this insurance.

### Part A - Legal Liability

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A(i) below
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A(i) and Part A(ii) below
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A(i) and Part A(ii) below

#### What is covered

We will pay **you**

- i) as owner or occupier for any amounts **you** become legally liable to pay as damages for:
- **bodily injury**
  - damage to property

caused by an accident happening at the **premises** during the **period of insurance**.

#### What is not covered

We will not pay **you** for any liability

- a) for **bodily injury** to:
- **you**
  - any member of **your** immediate family that lives with **you** at **your** main home.
  - any person who at the time of sustaining such injury is employed by **you**.
- b) for **bodily injury** arising from any infectious disease, virus or syndrome, including, for example, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused.
- c) arising out of any criminal or violent act to another person or property.
- d) for damage to property owned by or in the charge or control of:
- **you**
  - any member of **your** immediate family that lives with **you** at **your** main home.
  - any person employed by **you**.
- e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**.
- f) arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than using the **premises** as a **holiday home** as stated in **your schedule**.
- g) which **you** have assumed under contract and which would not otherwise have attached.

**We will not pay you for any liability**

- h) arising out of **your** ownership, possession or use of:
- i) any motorised or horsedrawn vehicle other than:
    - domestic gardening equipment used within the **premises**
    - pedestrian controlled gardening equipment used elsewhere and
    - motorised mobility scooters, electric wheelchairs or powerchairs
    - **electrically assisted pedal cycles**
  - ii) any power-operated lift (other than domestic stairlifts)
  - iii) any aircraft or boat or vessel other than manually operated rowing boats, punts or canoes
  - iv) any animal other than cats, horses or dogs which are not designated as dangerous under the Control of Dogs Act 1986 and the Control of Dogs (Amendment) Act 1992.
  - v) for ownership, possession, use or control of horses not in accordance with the Local Authority Bye-Laws made under the Control of Horses Act 1996 or amendment thereto.
- i) if **you** are entitled to payment under any other insurance until such insurance is exhausted.
- j) in respect of any kind of pollution and/or contamination other than:
- caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named on **your schedule**; and
  - reported to **us** as soon as practicably possible, but not later than 30 days from the end of the **period of insurance**;
- in which case all such pollution and/or contamination arising out of such accident shall be treated as having happened at the time of such accident.
- k) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.
- l) arising as a result of escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.
- m) arising out of **your** ownership, possession or use of any vehicle where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.

## Limit of insurance

**We will not pay more than the limit shown on your schedule for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.**

## Section 5 – Legal Expenses

This section applies only if **your schedule** shows that it is included.

### Legal & Tax Helpline

**You** can use the helpline service to discuss any legal problem arising during the period of this **policy**.

Please refer to the section 'How to Make a Claim' in **your policy schedule** for the contact details.

For **our** joint protection telephone calls may be recorded and/or monitored.

### How much we will pay

**Your schedule** shows the provider and **insurer** of this section.

In the event of a valid claim under this insurance, **we** will appoint our panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises.

Claims must be reported to **us** within 180 days of the **insured event**. Notification will only be deemed to have been made upon receipt by **us** of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

The insurance covers **advisers' costs** and other costs and expenses as detailed under the separate sections of cover, up to the **maximum amount payable** where:

- a) The **insured event** takes place in the **period of insurance** and within the **territorial limits**
- b) The **legal action** takes place within the **territorial limits**.

This insurance does not provide cover where something **you** do or fail to do prejudices **your** position or the position of the **insurer** in connection with the **legal action**.

## Section 5 – Legal Expenses – Additional Definitions - Words with Special Meanings

The following additional definitions apply to this section of the **policy** only. Where the following words appear in bold they have these special meanings:

### Adviser

Our specialist panel solicitors or accountants or their agents appointed by **us** to act for **you**, or, and subject to **our** agreement, where court proceedings have been started or a **conflict of interest** arises, another legal representative nominated by **you**.

### Advisers' Costs

Legal or accountancy fees and disbursements incurred by the **adviser** or other legal representative with our prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **you** and paid on the standard basis of assessment.

### Conflict of Interest

There is a **conflict of interest** if **your advisers'** duty to act in **your** best interests in relation to **your** claim conflicts with, or there is a significant risk that it may conflict with, any duty **your adviser** owes, or obligation it has, to any other party.

### Data Protection Legislation

The relevant **data protection legislation** in force in the **territorial limits** where this cover applies at the time of the **insured event**.

### Dilapidations Inventory

A full and detailed inventory of **your** contents and their condition within the **insured property**.

## Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

## Excess

The amount that **you** must pay towards the cost of any claim as stated below:

Property Infringement: €250

## Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

### Tax

In accountancy matters the **insured event** arises on the date that **you** or **your adviser** are contacted either verbally or in writing, by the relevant department of the Revenue advising **you** of either dissatisfaction with **your** returns, or amounts paid, or notice of intention to investigate.

### Criminal Proceedings

In criminal cases the **insured event** will be the date that **you** commenced or are alleged to have commenced to violate the criminal law in question.

For the purposes of the **maximum amount payable**, only one **insured event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

## Insured Property

The property insured under the underlying policy to which this insurance attaches.

## Legal Actions

The pursuit or defence of civil legal cases for damages or injunctions and the defence of criminal prosecutions.

## Maximum Amount Payable

The maximum payable in respect of an **insured event** as shown in **your schedule**.

## Revenue Audit

An examination by the Revenue of **your** self-assessment return for income tax or capital gains tax.

## Standard Advisers' Costs

The level of **advisers' costs** that would normally be incurred in using an **adviser** of our choice.

## Territorial Limits

For Tax: The Republic of Ireland.

For all other sections: Member States of the European Union, the Channel Islands, the Isle of Man and Switzerland.

## We/Us/Our

MIS Underwriting Limited.

## You/Your /Yourself

The person, persons, organisation or company named on **your schedule** as policyholder(s).

If **you** die personal representatives will be covered to pursue or defend cases covered under section five (5) of this insurance on **your** behalf that arose prior to or out of **your** death.

## Section 5 – Legal Expenses – Cover

### What is covered

#### Contract Disputes

**Advisers' costs** to pursue a **legal action** following a breach of a contract **you** have for buying or renting goods or services and selling goods in connection with the **insured property** including the purchase or sale of the **insured property**. The contract must have been made after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.

#### Property Infringement

**Advisers' costs** to pursue a **legal action** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **insured property**. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

### What is not covered

We will not pay any claim:

- a) where the amount in dispute is below €250 plus VAT
  - b) where the breach of contract occurred before **you** purchased this insurance
  - c) arising from a dispute with any government, public or local authority
  - d) relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
  - e) relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**.
  - f) arising from constructing buildings or altering their structure for **your** use, except in relation to disputes where the amount in dispute is below €5,000 including VAT.
- a) for adverse possession
  - b) in respect of a contract **you** have entered into
  - c) in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority



## Tax Disputes

**Advisers' costs** incurred by **you** and arising directly from **Revenue Audits** subject to the following conditions:

- a) **You** must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to the Revenue and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable.
- b) **You** must contact the Legal Helpline as soon as possible after the **insured event** and comply with the advice given.
- c) **You** or **your adviser** should notify **us** as soon as possible if **you** receive any invitation by the Revenue to make an offer in settlement.
- d) In respect of **Revenue Audits**, **your adviser** must provide to **us** a copy of the Revenue's notice of audit and a copy of the return giving rise to the enquiry.

## Criminal Prosecution Defence

**You** are covered for **advisers' costs** to defend a **legal action** brought against **you** as a result of a prosecution in a court of criminal jurisdiction where **you** are charged for committing a criminal offence directly and solely arising from **your** ownership of the **insured property**.

**You** must take all reasonable steps to comply with the Regulations and keep evidence of compliance.

**We** will not pay any claim:

- a) involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by a Special Compliance Office, Boards Investigation Unit of any other special office of the Revenue
  - b) where deliberate miss-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities with intent to deceive
  - c) where **you** have failed to give **your** business status to the relevant authorities within a statutory period or where **you** have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements
  - d) which originate from any enquiry, investigation or dispute which existed before the first **period of insurance**
  - e) involving tax avoidance schemes
  - f) for **advisers' costs** incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with **your** affairs
  - g) for **advisers' costs** incurred in correcting any deficiencies in books, records, accounts or returns including the costs of repairing a return
  - h) for **advisers' costs** arising after **you** receive a notice telling **you** that the audit has been completed
- a) arising from something **you** have done, knowing it to be wrongful or ignoring that possibility

## Section 5 - Legal Expenses - Exclusions

1. There is no cover where:
  - a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
  - b) An estimate of **advisers' costs** of acting for **you** is more than the amount in dispute
  - c) **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given our prior written approval.
  - d) **Your insurers** repudiate the insurance policy or refuse indemnity.
2. There is no cover for:
  - a) Claims over loss or damage where that loss or damage is insured under any other insurance
  - b) Claims made by or against **your** insurance advisor, the **insurer**, the **adviser** or **us**
  - c) Any claim **you** make which is false or fraudulent or exaggerated
  - d) Defending **legal actions** arising from anything **you** did deliberately or recklessly
  - e) Costs if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims.
3. There is no cover for any claim arising from:
  - a) A dispute between **you** and someone **you** live with or have lived with
  - b) **Your** business trade or profession other than as an employee
  - c) An application for a judicial review
  - d) Defending or pursuing new areas of law or test cases.

## Section 5 - Legal Expenses - Conditions

### 1. Claims

- a) **You** must notify claims as soon as reasonably possible once **you** become aware of the incident. There will be no cover under this **policy** if, as a result of a delay in reporting the claim, **our** position has been prejudiced.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the legal proceedings.
- c) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **conflict of interest** arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of our **standard advisers' costs**. The **adviser** must represent **you** in accordance with our standard conditions of appointment available on request.
- d) The **adviser** will:-
  - i) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii) Keep **us** fully advised of all developments and provide such information as **we** may require.
  - iii) Keep **us** advised of **advisers' costs** incurred.
  - iv) Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **we** agree in our absolute discretion to allow the case to proceed.
  - v) Submit bills for assessment or certification by the appropriate body if requested by **us**.
  - vi) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.
- f) The **insurer** shall only be liable for **advisers' costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- g) **You** shall supply all information requested by the **adviser** and **us**.

- h) **You** are responsible for all legal costs and expenses including adverse costs if **you** withdraw from the legal proceedings without **our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.
- i) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

## 2. Disputes

If a complaint cannot be dealt with by the Financial Services and Pensions Ombudsman (see the complaints procedure shown on **your** schedule), any dispute between **you** and **us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister.

If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

## 3. Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome.

A positive outcome includes, but is not limited to:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **your** interests.

The assessment of **your** claim and the prospects of its success will be carried out by an independent legal **adviser**. If the **adviser** forms the view that there is not more than a 50% chance of winning the case and achieving a positive outcome, then **we** may decline or discontinue support for **your** case.

## 4. Cancellation

This cover is provided automatically as part of **your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **your** main insurance contract please see the 'Cooling Off and Cancellation' section at the beginning of this policy wording.

## 5. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

## 6. Irish Law and Language

This contract is governed by Irish Law and the language for contractual terms and communication will be English.

## 7. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **we** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **we** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

## 8. Fraud

In the event of fraud, **we**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **you** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **us**
- d) Will no longer be liable to **you** in any regard after the fraudulent act.

## 9. Privity of Contract

Subject to the extent that section 62 of the Civil Liability Act 1961 applies, a person who is not a party to this contract has no rights under it to enforce any term of this contract.

## Section 5 – Legal Expenses – Claims Procedure

### How to make a claim

As soon as **you** have a legal or tax problem that **you** may require assistance with under this insurance **you** should telephone the Legal & Tax Helpline. To make a claim, please refer to the section 'How to Make a Claim' in **your policy schedule** for the contact details.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a contact form online by visiting [www.misunderwriting.com](http://www.misunderwriting.com). Alternatively they will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

In general terms, **you** are required to notify **us** as soon as practicably possible of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal & Tax Helpline.

## Section 5 – Legal Expenses – Customer Services

**Our** aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right promptly. If **you** are unhappy with the service that has been provided **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within 20 working days **you** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within 40 working days **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After 40 working days, if **you** are not satisfied with the delay **you** may refer **your** complaint to the Financial Services and Pensions Ombudsman. **You** can also refer to the Financial Services and Pensions Ombudsman if **you** cannot settle **your** complaint with **us** or before **we** have investigated the complaint if both parties agree. For details and eligibility on the Financial Services and Pensions Ombudsman, see <http://www.fspo.ie>

Please see the Complaints Procedure shown on **your** schedule for full details on how to proceed.

### Privacy and Data Protection Notice

#### 1. Who We Are

In this notice, '**we**', '**us**' and '**our**' refers to MIS Underwriting Limited. For full information concerning MIS Underwriting Limited please visit [www.misunderwriting.com](http://www.misunderwriting.com). **We** may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

#### 2. Our Approach to Privacy

The privacy and security of **your** personal information is very important to **us**. **We** protect **your** information with security measures under the laws that apply. **We** keep our computers, files and buildings secure.

#### 3. The Information You Provide MIS Underwriting Limited

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

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

##### **This Information may include:**

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

We may use **your** information to allow **us** to detect and prevent fraudulent applications and claims, for details relating to information held about **you** on the Claims Underwriting and Exchange Register and Motor Insurance Anti-Fraud and Theft Register please visit [www.insurancedatabases.co.uk](http://www.insurancedatabases.co.uk)

#### **4. How Your Data Us Used and Shared By Insurers and Databases In Relation to Insurance**

The data **you** provide will be used by **us** and shared with other insurers as well as certain statutory and other authorised bodies.

#### **5. Security**

**We** are committed to protecting the confidentiality and security of the information that you provide to us and we put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure of loss of **your** information.

#### **6. Insurance Administration**

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

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

#### **7. Update Your Information, Request to Erase Your Data, Subject Access Request**

If **you** wish to contact **us** regarding this notice you can contact **us** at The Data Protection Officer, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. Telephone: 01 872 0179.  
Email – [underwriting@misgroup.online](mailto:underwriting@misgroup.online) – Please put **your** request in the subject line.

#### **8. How To Find What Information We Hold About You**

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

#### **9. Complaints**

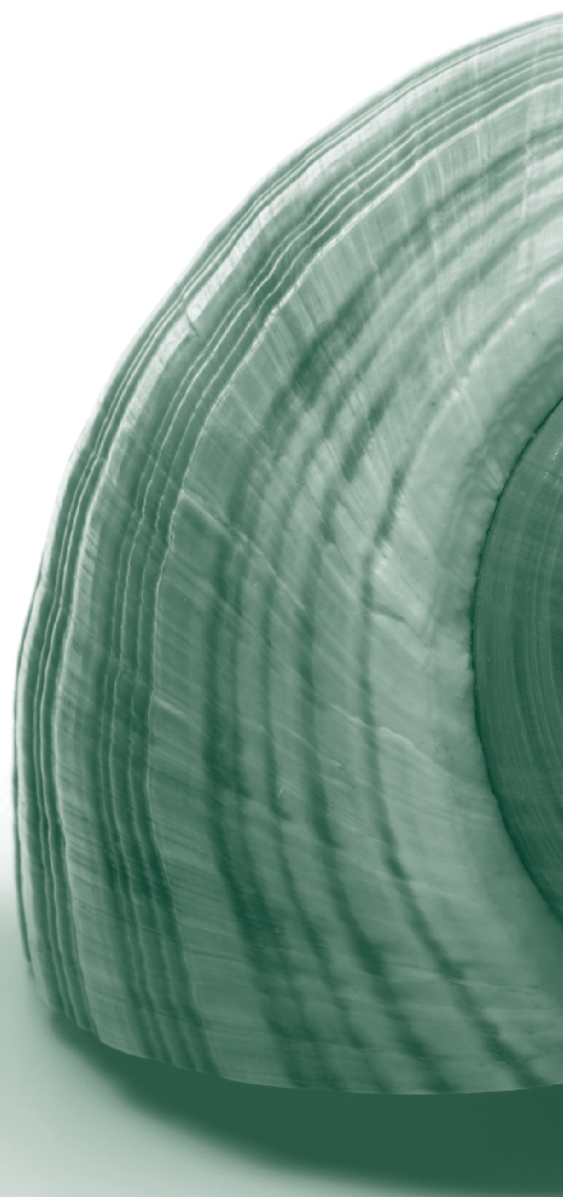
**You** have the right to complain about how **we** treat **your** Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at <https://www.dataprotection.ie/en/contact/how-contact-us>.

**We** are only allowed to keep **your** information if **we** need it for the reasons outlined above. **We** will keep it in line with the industry, regulatory and contractual requirements.

# RETREAT

## Notes





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[www.plum-underwriting.ie](http://www.plum-underwriting.ie)

Far from standard

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