

All Risks Mid Net Worth Home Insurance Policy

Republic of Ireland - 2022

Provided by



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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. Your Buildings

- 2. Your Contents inc. Fine Art, Antiques & Valuables
- 3. Your Legal Liability to the Public
- 4. Your Legal Liability to your Domestic Employees
- 5. Home Emergency
- 6. Legal Expenses & Identity Theft

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**.

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## **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

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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:

- Where Plum Underwriting has been unable to collect a premium payment following nonpayment 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/



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/

## 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/ 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.

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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 explain **your** duties in the event of a claim and how **we** deal with **your** claim.

## **Emergency repairs**

If emergency repairs are required to prevent further damage **you** should arrange for them to be completed as soon as practically possible.

Should **you** require an emergency plumber or electrician please call the emergency number shown on **your schedule** and simply quote **your policy** number.

Please note that Section 5 of this **policy** covers **you** for Home Emergencies.

# **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.

## **Bank Cards**

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

## **Bodily Injury**

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

## **Buildings**

The **home** including fixtures and fittings, fitted appliances, lifts, integral garages, **outbuildings**, greenhouses, sheds, stables, tennis courts, **swimming pools**, hot tubs, septic tanks, domestic oil or gas tanks, paved terraces, ornamental fountains and ponds, lamp posts, house signs, alarms, fixed radio and television aerials, fixed satellite dishes and their fittings and masts, drives, patios, paths, walls, gates, hedges and fences, solar panels, wind turbines, interior decorations all owned by **you** or for which **you** are legally liable at the address shown on **your schedule**.

Also included are underground services, sewers, pipes, cables and drains which connect to the public mains.

Buildings do not include land or water.

## **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

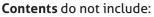
## **Computer Viruses**

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 that belong to **you** or for which **you** are legally liable subject to the limits shown under section 2.

This definition includes fine art and antiques, valuables, home business contents and tenant's/ leaseholder's fixtures and fittings.



- land or water
- any part of the **buildings**

AMETHYST

ORIGINAL

- any property which is more specifically insured by another insurance
- any living creature
- motor vehicles and trailers (except those used for the domestic care of gardens, horses and pets within the boundaries of the home, motorised sit-in toys/miniature vehicles, electrically assisted pedal cycles, motorised wheelchairs/powerchairs and mobility scooters)
- caravans and accessories
- boats or vessels other than those defined as watercraft
- property which you use for business purposes other than your home business contents
- students and boarders possessions

## **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 **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

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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
- stamp, coin and 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 do not include valuables.

## 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.

## Home

The private dwelling at the address shown on your schedule and its outbuildings.

#### **Home Business**

Office work which you and your employees carry out in your home.

Office work means clerical and administrative work only. It does not include any kind of manual work or the use of any machinery other than office equipment.

## **Home Business Contents**

Office furniture and equipment, stationery, office supplies, software, books, records and documents in **your home** all belonging to the **home business** or for which the **home business** is legally responsible.

## Landslip

Downward movement of sloping ground.

#### Money

- current legal tender, cheques, travellers cheques, postal or money orders
- travel and seasonal travel tickets
- premium bonds, savings certificates and share certificates
- gift vouchers, luncheon vouchers, phone cards, current postage stamps (not forming part of a stamp collection) and saving stamps
- electronic cash prepayment cards

kept by **you** for private, domestic and charitable purposes for which **you** are legally responsible.

## Outbuildings

Additional buildings set apart from the **home** and at the same address, including detached garages but not greenhouses or sheds.

## 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

#### 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

## Schedule

**Your schedule** forms part of this insurance and contains details of the **insurers**, **you**, **your** statement of fact, the **premises**, the **sum insured**, the **excess**, any **endorsement(s)**, the **period of insurance** and sections of this insurance that 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

## **Students and Boarders Possessions**

The personal property (excluding **valuables**) of a permanent member of **your** household whilst living away from **home** at boarding school and/or studying full time at university or college.

## 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.

## Tenant's/Leaseholder's Fixtures and Fittings

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

## Unoccupied

When the **home** has not been lived in and occupied overnight by **you** (or a person **you** have authorised) for more than 60 consecutive days.

## Valuables

Precious metals, gemstones, jewellery, watches, furs and guns which belong to **you**. Precious metals means gold, silver and platinum, including gold and silver plate but NOT jewellery and/or watches.

## 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

#### Sections 1 – 5

The person or 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 all permanently live in the **home**.

## 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 take all steps to:

- safeguard your property at all times to prevent loss or damage
- maintain your property to a good state of repair
- prevent accident or injury.

## 3. Index Linking

Plum Underwriting will increase your buildings and contents sum(s) insured (but not your valuables or fine art and antiques 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 1 – Your Buildings – Special Extension 13 OR Section 2 – Your Contents including Fine Art, Antiques and Valuables – Special Extension 7).

## 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 fine art and antiques, and valuables must reflect the current market value.

If, at the time of any loss or damage the **sum insured** does not represent the full value of the property insured, **we** will follow the 'Information You Have Given Us' and 'Change in Circumstances' notice detailed under 'Your Policy' section.

## 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.** 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.



## **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 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.
  - for loss or damage due to the failure or lack of grouting or sealant.

#### 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 electrical components 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:

- an act of terrorism; and/or
- 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. Loss or damage caused by or resulting from the presence of mica, pyrite or iron pyrite within the **buildings**.
- 10. Any claim under this policy unless **you** transact **your** Republic of Ireland insurance business for this **policy** through an Irish bank account in Euros for the payment of premium from and the payment of claims to **you**.
- 11. 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.
- 12. We will not pay any claim for loss of or damage to any electronic data (for example files or images) wherever it is stored.
- 13. 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 **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 than1.2 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 practically 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.

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) Disputes

If any difference shall arise as to the amounts to be paid under this **policy** (liability being otherwise admitted) such difference shall be referred within 12 months of the dispute arising to the arbitrator who will be jointly appointed in agreement or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland. If the dispute has not been referred to arbitration within the aforesaid 12 month period then the claim shall be deemed to have been abandoned and recoverable thereafter.

## 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 - Your Buildings

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

## 1. What is covered

We will insure you for physical loss or damage to the **buildings** occurring during the **period** of insurance.

## 2. How much we will pay

The full cost of repair, replacement or rebuilding of insured loss or damage (including **rebuilding expenses**) up to the **sum insured** shown on **your schedule** subject to the work being carried out. The basis of settlement is at **our** sole discretion. **We** will not provide any contribution, allowance or consideration for the cost of extending, improving or refurbishing any part of the **buildings**.

We will not pay any costs which we have not agreed in writing, any expenses for preparing a claim or an estimate of loss or damage.

The most **we** will pay is the **buildings sum insured** shown on **your schedule** less the **excess** shown on **your schedule**.

## **3. Special Extensions**

The following special extensions are automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

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

We will pay for:

We will not pay for:

#### 1. Alterations to the Home

The cost of alterations to the **home** made necessary due to an identifiable physical injury to **you** caused by a sudden and unforeseen accident during the **period of insurance**.

#### 2. Alternative Accommodation

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under Section 1.

- a) more than €15,000 in any one **period of** insurance.
- b) alterations to the **home** following accidents to **domestic employees**.
- a) more than 24 months.
- b) any costs recoverable elsewhere.
- c) any costs incurred before **we** provided **our** agreement to pay.
- d) any alternative accommodation payable after the property is reinstated and ready for habitation.
- e) any alternative accommodation at the same time as paying the loss of rent.
- f) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.

#### 3. Loss of Rent

The rent **you** would have received but are unable to recover while the **home** cannot be lived in following loss or damage which is covered under Section 1.

#### 4. Denial of Access

The cost of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets and horses, if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.

#### 5. Garden, Plants & Shrubs

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

#### 6. Trace and Access

The costs incurred to find the source of escape of:

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

- a) more than 24 months.
- b) any loss of rent payable after the property is reinstated and ready for habitation.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.
- e) any loss of rent at the same time as paying the cost of alternative accommodation.
- a) more than €5,000 in any one **period of** insurance.
- b) more than 30 days from the date when access is first denied.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.
- e) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.
- a) more than 5% of **your buildings sum insured** or €25,000 whichever is the lower amount for any one claim.
- b) more than €1,000 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.
- a) more than €15,000 in any one **period of insurance**.
- b) costs incurred if the escape of water, oil or gas (including LPG) commenced before cover starts.



#### 7. 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.

#### 8. Fixtures & Fittings

Loss or damage to fixtures and fittings that would normally form part of **your buildings** whilst temporarily removed from **your home** to another building within the Republic of Ireland.

#### 9. Extended Replacement

We will, where you have provided us with a full independent professional valuation which we have accepted and which is no more than five years old, pay up to 125% of the indexlinked sum insured for restoring, repairing or rebuilding damage to the insured buildings provided that such work is carried out and only if you:

- a) have notified us of any additions, alterations and improvements to the buildings
- b) have amended the **sum insured** to adequately reflect such work
- c) pay any resultant additional premium **we** require.

#### 10. Replacement Locks

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

The **excess** for this special extension is  $\leq$ 50.

#### 11. New Fixtures & Fittings/Building Materials

Fixtures and fittings including appliances inside the **home** purchased by **you** for or in the course of installation.

Fixed and unfixed building materials and supplies within the boundaries of **your premises** purchased by **you** for use in construction, redecoration, maintenance, repair or alteration of **your home.** 

And subject to **you** notifying **us** and paying such additional premium as **we** advise at the time.

- a) if the **buildings** are more specifically insured under any other insurance
- b) any claim under any other Special Extensions of this **policy**.
- a) more than 10% of **your buildings sum insured** for any one claim.
- a) this extension if **your buildings** are Listed or Protected Structures
- b) tenants improvements to the **buildings**.

- a) fixtures and fittings left in the open.
- b) more than €10,000 any one claim

12. 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**.

#### 13. Fatal Injury

We will pay a benefit if you suffer a physical injury as a result of:

a) a fire or outward and visible violence by burglars at **your premises**, or

b) an assault in the Republic of Ireland provided that death ensures within twelve (12) months of such injury.

#### 14. Reward

A reward up to €10,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

#### 15. Squatters

The cost of alternative accommodation for **you** and **your** pets and horses while **your home** is occupied by squatters.

#### 16. 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**.

#### 17. Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under Section 1.

#### 18. 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 Section 1.

#### We will not pay for:

a) more than €5,000 any one claim.

- a) more than €25,000 per person (or €5,000 for anyone under sixteen (16) years of age) at the time of death.
- b) this extension more than once under **your policy** for any one incident.
- c) domestic employees
- d) more than €25,000 per person (or €5,000 for anyone under sixteen (16) years of age) where both Section 1 Buildings and Section 2 Contents are insured.
- a) any reward where **you** or the Gardai would benefit from such payment.
- a) more than €10,000 any one claim.
- b) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.
- a) more than €5,000 any one claim.
- a) more than 24 months.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided our agreement to pay.
- a) more than €2,500 any one claim.



19. 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 **home** without **your** consent.

## 20. 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**.

#### 21. Security Expenses

Costs incurred by you to:

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

following loss or damage which is covered under Section 1 – Your Buildings.

#### 22. Removal of Nests

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

## **We** will not pay for:

- 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 be made aware of the unauthorised use.
- a) more than €5,000 any one claim.
- a) more than €5,000 any one claim.

a) more than €5,000 any one claim.

Where limits are stated under the cover detailed above those values represent the maximum amount payable under that cover subject to all other terms, conditions and exclusions applicable to Section 1.

# Section 1 - Your Buildings - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

## What is not covered

- 1. The excess shown on your schedule.
- 2. Loss or damage caused by:
  - contamination or pollution of any kind
  - storm, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours, hedges within the boundaries of the **home**
  - the process of dyeing, repair or renovation or whilst being worked on
  - rusting, corrosion, gradual or general deterioration or anything that happens gradually
  - termites, woodworm, or wood boring insects, invertebrate, molluscs', moths, insects, vermin, wet or dry rot, damp, mould, fungus, infestation or contamination caused by atmospheric or temperature changes
  - chewing, scratching, tearing, fouling, urinating and vomiting by your pets
  - frost damage, frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the **home** is continuously heated throughout for the months of October to April
  - water suddenly leaking from swimming pools
  - escape of oil from any fixed heating installation or any domestic appliance whilst the home is unoccupied
  - 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
  - theft, attempted theft, vandalism, malicious or accidental damage whilst the home is unoccupied
- 3. The cost of routine maintenance and decoration.
- 4. Loss of value following repair, replacement or reinstatement.
- 5. Loss or damage to **buildings** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
  - 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 home** is damaged by the same cause and at the same time
  - caused by settlement
  - caused by riverbank or coastal erosion
  - arising from defective materials or faulty workmanship
  - arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time
- 5. More than 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**.



## Section 2 - Your Contents inc. Fine Art, Antiques & Valuables

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

## 1. What is covered

We will insure you for physical loss or damage to your contents, fine art and antiques, and valuables occurring during the period of insurance.

Cover applies while the **contents**, **fine art and antiques**, and **valuables** are at the address shown on **your schedule** and while temporarily removed from the address elsewhere in the world.

## 2. How much we will pay

The full cost of repair or replacement up to the **sum insured** shown on **your schedule** or up to any other limit shown below under specific limits and special extensions. The basis of settlement is **our** sole discretion.

To replace any item, pair or set but no more than the current cost as new or the market value at the time of loss for **fine art and antiques**, and **valuables**.

For partial losses, **we** will pay for the cost of restoration or repair but no more than the **sum insured** shown on **your schedule** or up to any other limit shown below under specific limits and special extensions in all.

Less the excess shown on your schedule.

# 3. Special Limits

Unless a higher amount is shown on **your schedule** the following special limits are part of the total **sum insured** for **contents**.

We will not pay more than the amounts shown for any one claim:

Fine Art and Antiques	€15,000 for any one item unless a higher amount is shown on <b>your schedule.</b>
Valuables	€5,000 for any one item unless a higher amount is shown on <b>your schedule</b> .
Total <b>Valuables</b>	€5,000 in total unless a higher amount is shown on <b>your schedule</b> .
Contents in Outbuildings, Sheds and Green Houses	Up to €20,000.
Contents Outside of but in the Boundaries of Your Home	Up to €10,000.
Personal Documents, Title Deeds and Registered Bonds	Up to €5,000.
Theft from Unattended Vehicles	Up to €2,500.
Saddlery and Tack Away from the Home	Up to €5,000.
<b>Watercraft</b> including their Furnishings, Equipment and Out Board Motors	Up to €5,000.
Home Business Contents	Up to €20,000.

# 4. Special Extensions

The following special extensions are automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

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

We will pay for:

#### 1. Alternative Accommodation

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under Section 2.

#### 2. Rent Owed

The rent **you** have to pay as occupier of the **home**, if the **home** cannot be lived in following loss or damage which is covered under Section 2.

#### 3. Denial of Access

The cost of alternative accommodation for **you** and **your** pets and horses, substantially the same as **your** existing accommodation if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.

#### 4. Bank Cards

Loss arising from fraudulent use of **your bank** cards.

- a) more than 24 months.
- b) any costs recoverable elsewhere.
- c) any costs incurred before **we** provided **our** agreement to pay.
- d) any alternative accommodation payable after the property is reinstated and ready for habitation.
- e) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.
- a) more than 24 months.
- b) any loss of rent if **we** have already paid a claim under this section for alternative accommodation.
- c) any costs recoverable elsewhere
- d) any costs incurred before **we** provided **our** agreement to pay.
- e) any loss of rent payable after the property is reinstated and ready for habitation.
- a) more than €5,000 in any one **period of insurance**.
- b) any costs for a period greater than 30 days from the date when access is first denied.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.
- e) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.
- a) more than €25,000 in any one **period of insurance**.
- b) fraudulent activity by **you** or any person related to **you**.
- c) any loss reimbursed to the card holder.
- d) any loss insured elsewhere.



#### 5. Money

Physical loss of or physical damage to **your money**.

#### 6. Domestic Heating Oil

Accidental loss of domestic heating oil from heating installations, oil tanks or pipes.

## 7. Fatal Injury

We will pay a benefit if you suffer a physical injury as a result of:

a) a fire or outward and visible violence by burglars at **your premises**, or

b) an assault in the Republic of Ireland

provided that death ensues within twelve (12) months of such injury.

#### 8. Fridge and Freezer Contents

Loss or damage to fridge or freezer contents due to a change in temperature caused by:

- a) the accidental failure of the fridge or freezer, or
- b) contamination by the escape of refrigerant fumes, or
- c) the failure of the power supply, unless resulting from the deliberate act or restriction of the supply company, strike action or industrial disputes.

- a) more than €2,500 any one claim.
- b) money which will be replaced by the issuer.
- c) money left in an unattended vehicle.
- d) more than €500 in a hotel or other temporary accommodation unless locked in a safe or safety deposit box.
- e) loss of value, confiscation or shortage due to **your** error or omission.
- f) any loss not reported to the Gardai (or when outside of the Republic of Ireland to the local Police, transit authority, hotel or airport security) within 24 hours of discovery of the loss.
- a) more than €10,000 in any one **period of insurance**.
- b) loss or damage while the home is unoccupied.
- c) any 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) more than €25,000 per person (or €5,000 for anyone under sixteen (16) years of age) at the time of death.
- b) this extension more than once under **your policy** for any one incident.
- c) domestic employees
- d) more than €25,000 per person (or €5,000 for anyone under sixteen (16) years of age) where both Section 1 Buildings and Section 2 Contents are insured.

#### 9. Loss of Metered Water

The proven cost of increased metered water charges resulting from an escape of water giving rise to an insured loss under this **policy**.

#### 10. New Acquisitions

Loss or damage to newly acquired items of **contents** and **fine art and antiques**:

- a) **you** must inform **us** within 60 days of the acquisition, and
- b) you must pay the additional premium, and
- c) the acquisition(s) must be under your direct care, custody and control if in transit.

#### 11. Replacement Locks

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

The **excess** for this special extension is €50.

12. Reinstating Data

The cost involved in reinstating **your** electronic data including digital downloads stored on **your** computer(s) or other personal electronic entertainment equipment as a result of loss or damage covered under section 2.

## 13. Temporary Increases to the **Sum Insured**

Loss or damage to additional **contents** between one month before and one month after:

- a) a wedding, civil partnership, anniversary and birthday, and/or
- b) a religious celebration.

## 14. Students and Boarders Possessions

Physical loss or damage to **students and boarders possessions** inside the student or boarders accommodation or other occupied building or being carried between those buildings within the Republic of Ireland during the **period of insurance**.

- a) more than €10,000 in any one **period of insurance**.
- b) loss or damage while the home is unoccupied.
- a) more than 20% of the **contents, fine art and antiques** and **valuables sum insured** in any one claim.

- a) more than €5,000 in any one claim.
- b) any illegal data.
- a) more than €10,000 in any one claim.
- b) any single item over €1,000.
- a) more than €5,000 any one claim.
- b) theft unless accompanied by forcible and violent entry.



15. Tenants Liability

Loss or damage which is covered under this section to the **buildings you** have been made legally responsible for as a tenant of the address shown on **your schedule**.

This does not include **tenant's/leaseholder's fixtures and fittings**.

#### 16. Guests, Visitors and **Domestic Employees** Personal Effects

Loss or damage to guests, visitors and **domestic employees** personal effects not insured elsewhere while in the **home**.

17. Nursing/Residential Care Home Cover

Loss or damage to **contents** belonging to **your** dependent family members who are residing in a nursing or residential care home.

18. Pedal Cycles including **Electrically Assisted Pedal Cycles (EAPC)** 

## 19. Contents Elsewhere

Loss or damage to **your contents** kept in other homes, places of work, caravans or beach huts.

#### 20. Marquees

Loss or damage to marquees that you have hired.

- a) more than 20% of the contents sum insured.
- b) loss or damage caused by fire, lightning or explosion (other than to landlords fixtures and fittings), or subsidence, heave and landslip.
- c) loss or damage caused by the malicious intent of any person.
- d) loss or damage while the **buildings** are **unoccupied**.
- e) the cost of maintenance and normal redecoration.
- a) more than €5,000 any one claim.
- b) any single item, pair or set over €1,000.
- a) more than €10,000 in any one claim.
- b) any single item over €1,000.
- a) more than €5,000 any one claim unless a higher amount is shown on **your schedule**.
- b) loss or damage to pedal cycles or EAPC tyres, lamps and accessories unless the pedal cycle or EAPC is stolen or damaged at the same time.
- c) loss or damage to pedal cycles or EAPC while left unattended while away from the home unless locked to an immovable object or kept in a locked building at the time of the theft.
- a) theft unless accompanied by forcible and violent entry.
- b) more than €5,000 any one claim.
- c) any single item over €500.
- a) marquees hired for more than 7 days.
- b) more than €20,000 any one claim.
- c) any costs recoverable elsewhere.

21. Quad Bikes, Go-Carts and Off Road Motorcycles

Loss or damage to quad bikes that do not require a Road Traffic Act certificate of insurance and go-carts and off road motorcycles with an engine size of 50cc or less.

#### 22. Death of Artist

The increased value to any one piece of art that is individually listed under **fine art and antiques**, where such increase is due to the death of the artist.

#### 23. Defective Title

The purchase price of an item individually listed on **your schedule** if it is proved that the item purchased by **you** is not rightfully **yours** and **you** are required by law to return it to its rightful owner.

#### 24. Hole in One

We will pay you up to €500 for any expenses incurred if you achieve a hole in one in an official golf competition.

#### 25. Hiring Golf Clubs Overseas

In the event of loss or damage to **your** golf clubs, borrowed golf clubs or hired golf clubs whilst **you** are playing golf outside of the Republic of Ireland **we** will pay for the necessary hire of replacement clubs.

#### 26. Moving Home

Loss or damage to **your contents** during removal, transit and storage to **your** new permanent residence by professional removal contractors.

- a) more than €5,000 any one claim.
- b) theft or attempted theft if left unattended unless from a locked building and the quad bike, go-cart or off road motorcycles has been disabled with a ground anchor
- c) loss or damage whilst in use.
- a) more than 200% of any one piece of art subject to a maximum of €100,000 in total.
- b) any claim where the artist's death occurs more than 6 months after the date of loss or damage.
- c) any claim where you cannot provide an independent professional valuation which is not more than 3 years old at the time of loss or damage.
- d) where **you** cannot prove the increased value of any piece of art.
- a) more than 110% of the total **sum insured** for **fine art and antiques** or €25,000 whichever is the less.
- b) if you do not notify us of a claim in the period of insurance.
- c) if the item was inherited or given to **you** as a gift.
- a) any claim where **you** do not provide **us** with the scorecard and certificate from **your** club or the match secretary.
- a) more than €25 per day or €250 in total.
- b) any claims where **you** do not provide **us** with an invoice detailing the cost of the hire.
- a) loss or damage to **your contents** in storage for more than 15 days.



#### 27. Storage

Loss or damage to **contents** in a commercial storage facility within the Republic of Ireland during the **period of insurance** caused by any of the following perils:

- a) fire, lightning, explosion, earthquake or smoke
- b) storm, flood or weight of snow
- c) escape of water from fixed water apparatus pipes or tanks
- d) theft or attempted theft
- e) impact by any aircraft or other aerial devices, rail or road vehicles, anything dropped from an aircraft, an animal, falling trees, telegraph poles and lamp-posts, aerials, satellite dishes, their masts and fittings
- f) riot, violent disorder, strike, labour or political disturbance or civil commotion, malicious acts or vandalism.

#### 28. Reward

A reward up to €10,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

#### 29. Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under Section 2.

#### 30. 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**.

#### 31. Contents Kept Elsewhere

Loss or damage to **contents** belonging to **you** whilst kept at another property owned by **you**.

#### We will not pay for:

- a) more than 20% of **your contents sum insured**.
- b) any single item over €2,500.
- c) theft unless accompanied by forcible and violent entry.

- a) any reward where **you** or the Gardai would benefit from such payment.
- a) more than 24 months.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.
- a) more than €5,000 any one claim.

a) more than €5,000 any one claim.

Where limits are stated under the covers detailed above those values represent the amount payable under that cover subject to all other terms, conditions and exclusions of Section 2.

# Section 2 - Your Contents including Fine Art, Antiques and Valuables - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

### What is not covered

- 1. The excess shown on your schedule.
- 2. Loss or damage caused by:
  - contamination or pollution of any kind
  - to contents in the open by storm, flood, frost or weight of snow
  - rusting, corrosion, gradual deterioration or any gradually operating cause
  - chewing, scratching, tearing, fouling, urinating and vomiting by **your** pets
  - frost damage or frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the **home** is continuously heated throughout for the months of October to April
  - theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**
  - theft or disappearance of any item from an unattended vehicle unless hidden from view within a concealed boot, concealed luggage compartment, a closed glove compartment or under a manufacturers internal fitted cover/parcel shelf that is locked and forcible and violent entry is used to break into the vehicle
  - termites, woodworm, or wood boring insects, invertebrate, molluscs', moths, insects, vermin, wet or dry rot, damp, mould, fungus, infestation or contamination caused by atmospheric or temperature changes
  - process of dyeing, repair or renovation or whilst being worked on
  - you not receiving goods or services you have paid for through any internet website
  - by escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**
  - 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
  - rusting and/or bursting of gun barrels
  - an item being transported unless it is packed and secured well enough (given the nature of the item and how it is transported)
- 3. The cost of routine maintenance and decoration.
- 4. Loss or damage to **watercraft** whilst in use and unless kept in a securely locked building when not being used.
- 5. Loss or damage caused by theft or disappearance of gold, silver (including gold and silver plate), platinum, gemstones, jewellery or watches from baggage unless such baggage is carried by hand and under **your** personal supervision.
- 6. Loss or damage of any sports equipment whilst in use.
- 7. Loss or damage to **contents** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
  - caused by riverbank or coastal erosion
  - arising from defective materials or faulty workmanship
  - arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time
- 8. More than 50% of the cost of replacing any undamaged parts of the **contents**, **fine art and antiques**, or **valuables** which form part of a pair, set, suite or part of a common design or function but no more than the **contents**, **fine art and antiques**, or **valuables sum insured** shown on **your schedule**.
- 9. Loss of value following repair, replacement or reinstatement.
- 10. Loss or damage to **contents** whilst in the care, custody or control of dealers or galleries for the purpose of exhibition or sale on behalf of **you**.
- 11. Loss or damage of casino chips



# Section 3 - Your Legal Liability to the Public

If 'Section 1 – Your Buildings' only are insured, **your** legal liability as owner only but not as occupier is covered in Part A below.

If 'Section 2 – Your Contents including Fine Art, Antiques and Valuables' only are insured **your** legal liability as occupier only but not as owner is covered under Part A and Part B below.

If 'Section 1 – Your Buildings' and 'Section 2 – Your Contents including Fine Art, Antiques and Valuables' are insured **your** legal liability as owner or occupier is covered under Part A and Part B below.

# What is covered

Part A

As owner or occupier for any amounts **you** become legally liable to pay as damages for **bodily injury** or damage to property caused by an accident happening at the **premises** during the **period of insurance**.

#### Part B

As a private individual for any amounts **you** become legally liable to pay as damages for **bodily injury** or damage to property caused by an accident happening anywhere in the world during the **period of insurance**.

# **Special Extensions**

We will pay for:

#### 1. Unrecovered Damages

**We** will cover **you** for sums which **you** have been awarded by a court in the Republic of Ireland and which still remain outstanding 3 months after the award has been made.

This coverage is subject to:

- a) Part B of this section would have paid **you** had the award been made against **you** rather than to **you**, and
- b) there is no appeal pending, and
- c) you agree to allow us to enforce any rights which we shall become entitled to upon making payment.
- 2. Voluntary Work

We will cover your legal liability arising out of any voluntary work you do as a director or officer of a registered charity or other nonprofit seeking organisation We will not pay for:

a) any amount in excess of €2,000,000 in any one **period of insurance**.

- a) any amount in excess of €1,000,000 in any one **period of insurance.**
- b) the first €750 of any claim

# Section 3 - Your Legal Liability to the Public - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

#### What is not covered

- 1. Any amount 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 incurred by **you** with **our** written consent.
- 2. Liability arising from any kind of pollution and/or contamination other than:
  - a) 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
  - b) 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 deemed to have happened at the time of such accident.

- 3. Any damage to property owned by or in the charge or control of **you**, any other permanent member of the **home** or any person employed by **you**.
- 4. Any liability:
  - which **you** have assumed under a contract and which would not otherwise have attached
  - arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than the use of your home as an office for non manual work in connection with your home business
  - for **bodily injury** to **you**, any other permanent member of the **home** or to any person who at the time of sustaining such injury is employed by **you**
  - 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
  - arising out of the ownership, occupation, possession or use of land or building not situated at the **premises**
  - if you are entitled to payment under any other insurance until such insurance is exhausted
  - in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in any one **period of insurance**
  - arising out of any criminal or violent act to another person or their property
  - arising out of any goods sold or supplied for any purpose or following any activity by you or your employees
  - 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
- 5. Liability arising out of the ownership, possession or operation of:
  - any mechanically propelled or horse-drawn vehicle other than a domestic gardening machine operated within your home, pedestrian controlled domestic gardening machines operated elsewhere, electrically assisted pedal cycles and motorised wheelchairs/ powerchairs and mobility scooters
  - b) any power operated lift (other than domestic stairlifts)
  - c) any aircraft or boat or vessel other than what we have defined as watercraft
  - d) any animal other than horses, cats or dogs provided such dogs are not designated dangerous under the terms of the Control of Dogs Act 1986 and the Control of Dogs (Amendment) Act 1992
  - e) 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.
- 6. Costs and expenses incurred by you without our written consent.
- 7. Liability 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.



This section only applies if Section 2 is insured.

ORIGINAL

The General Conditions, General Exclusions and the additional exclusions detailed below all apply to this section.

### What is covered

AMETHYST

We will cover you for any amounts you become legally liable to pay as compensation for accidental **bodily injury** to your domestic employees (employed by you in connection with the premises named on your schedule) plus costs and expenses incurred by you with our written consent for damages in respect of accidental **bodily injury** occurring during the period of insurance anywhere in the world.

The accident must arise from the work **your domestic employees** are employed to carry out for **you** in the Republic of Ireland or while on temporary trips abroad from the Republic of Ireland.

## Section 4 - Your Legal Liability to your Domestic Employees -Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

#### What is not covered

- 1. Any amount more than the limit shown on **your schedule** for any one accident or series of accidents arising out of any one event.
- 2. Liability arising from the ownership, operation or possession of any mechanically-propelled (except domestic gardening equipment or motorised mobility scooters, electric wheelchairs and powerchairs).
- 3. Liability arising from the ownership, operation or possession of any aircraft or boat or vessel other than what **we** have defined as **watercraft**.
- 4. Any liability from Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in any one **period of insurance**.
- 5. Liability arising from the ownership or possession of any dog designated dangerous under the terms of the Control of Dogs Act 1986 and the Control of Dogs (Amendment) Act 1992.
- 6. Costs and expenses incurred by you without our written consent.

# **Section 5 - Home Emergency**

Your schedule of insurance will show if this section is operative.

This section of **your** policy is not a household buildings or contents coverage or an equipment maintenance contract. It is designed to compliment a buildings and contents policy, providing benefits and services which are not normally available under such policies. **We** therefore recommend that **you** have, buildings, contents and personal possessions covered by either this or an alternative insurance policy.

There are conditions and exclusions shown under 'what is not covered'. Please read them carefully to ensure this cover meets **your** needs. **We** do not wish **you** to discover after and incident has occurred that it is not covered.

# Definitions

Additional definitions applying to this section:

### **Authorised Contractor**

A tradesperson authorised in advance to carry out repairs under this policy.

#### **Beyond Economical Repair**

The point at which **we** estimate that the cost to repair **your** boiler exceeds its value (based on the scale of valuations according to age and boiler) or where spare parts to repair the appliance cannot be obtained.

### **Covered Event(s)**

**Emergency** to essential services within the **property** listed in 'Section 5 – Home Emergency – What is Covered'.

### **Data Protection Legislation**

The relevant **data protection legislation** in force in the Republic of Ireland at the time of the insured event.

### Emergency

The result of a sudden and unforeseen incident at the **property** which immediately:

- 1. Exposes the **insured** or a third party to a risk to their health or;
- 2. Creates a risk of loss of or damage to the property and/or any of your belongings or;
- 3. Renders the **property** uninhabitable.

This definition shall include damage to or breakdown of the essential services to the **property** and/or permanent and irreplaceable loss of all keys required to gain access to the **property**, but not outbuildings.

### **Emergency Repairs**

Work undertaken by an **authorised contractor** to resolve the **emergency** by completing a **temporary repair**.

#### Insured/You/Your

The policyholder and/or any member of the policyholder's immediate family normally living at the **property**.

### **Local Territory**

The Republic of Ireland.

### **Period of Insurance**

Period for which the premium has been paid by you.



### Permanent Repair

Repairs and/or work required to put right the damage caused to the **property** by the **emergency**.

#### Property

**Your** principle permanent place of residence in the **local territory**, comprising of the private dwelling used for domestic purposes, excluding garden and outbuildings.

#### **Temporary Repair**

A repair undertaken by an **authorised contractor** which will resolve an **emergency** but will need to be replaced by a **permanent repair**.

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

MIS Underwriting Limited.

# **The Cover**

- 1. If **you** suffer a **covered event** at **your property you** should tell **us** on the **emergency** telephone number as shown on **your** schedule. **We** will then:
  - a) Advise you how to protect yourself and the property immediately;
  - b) Organise and pay up to €500 per claim including VAT, call out, labour, parts and materials to carry out an **emergency temporary repair**, or if at similar expense an **emergency permanent repair**.
- In the event of the property becoming uninhabitable and remaining so overnight because of the covered event, we will subject to, prior agreement with ourselves, pay up to €100 including VAT in total for:
  - a) Your overnight accommodation and/or
  - b) Transport to such accommodation.

If the **temporary repair** will cost more than €500 including VAT to complete, **we** will advise **you** how much in total the repair will cost. **We** will proceed with the repair only if **you** agree to pay for the amount over €500.

#### What is covered

**Covered events** that will be covered by this section of **your** policy are:

- 1. Plumbing problems relating to leaking pipes, blocked drains or leaking radiators
- 2. Blockages in toilet waste pipes.
- 3. Gas or electricity complete failure within the **property**.
- 4. Central heating or boiler failure.
- 5. Hot water failure.
- Animals or insects that are destructive in their natural behaviour or considered pests or nuisances including brown rats, blacks rats, house mice, field mice, squirrels, wasps' nests and hornets' nest only.
- 7. Permanent and irreplaceable loss of all keys required to gain access to the **property** not including outbuildings.
- 8. Broken or damaged windows and doors presenting a security risk to the **property**.

### What is not covered

The following are excluded from the insurance:

Any leaking or dripping tap that requires a new washer or replacing external overflows or replacing of boilers, cylinders, tanks, radiators and sanitary ware.

External overflows, external guttering.

Burst or leaking flexible hoses which can be isolated or leaking washing appliances.

External water supply pipes.

Septic tanks, swimming pool installations.

Failure of boilers or heating systems that have not been inspected or serviced by a qualified person in accordance to the manufacturers recommendation, **you** may be asked to produce the inspection sheet at the time of the claim.

#### What is covered

**Covered events** that will be covered by this section of **your** policy are:

 Sudden and unforeseen roofing problems such as leaks or tiles blow off during a storm or bad weather.

#### What is not covered

The following are excluded from the insurance:

Boilers over 15 years old.

Boilers and/or heating systems that are not serviced to manufacturers recommendations.

In the event that **your** boiler is found to be **beyond economical repair,** this section will be excluded from **your** policy.

Shared water or drainage facilities.

Material/labour charges covered by manufacturers/suppliers/installers'.

Replacement of light bulbs and fuses in plugs. Any failure of electricity that affects only part of the **property**.

Loss of keys for outbuildings and sheds.

Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.

Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.

Any breakdown to the flushing mechanism of toilets.

Damage to boundary walls, hedges, fences or gates.

Pests outside the main dwelling e.g. in sheds, greenhouses garage and other outbuildings.

LPG fuelled, oil fired, solid fuel fired, warm air, solar and unvented heating systems or boilers with an output of over 60 Kw/hr.

Electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.

Loss or damage arising from circumstances known to **you** prior to the start date of **your** policy.

Replacement of boilers, cylinders, tanks, radiators, kitchen appliances and sanitary ware.

The cost of replacement parts due to natural wear and tear.

Loss or damage however caused to personal items like paintings, electrical goods, jewellery, clothing etc.



#### What is not covered

The following are excluded from the insurance:

Any loss due to faulty installation of **your** plumbing, heating, electrical system within the **property**.

Any faulty installation of a kitchen appliance.

Loss or damage arising from disconnection or interruption of mains services which are the responsibility or property of the utility company.

Any cost relating to the attempted repair by **you** or **your** own contractor.

Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.

Any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days.

Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials or river and/or coastal erosion.

Any loss or damage arising as a consequence of:

- i. War, invasion, act of foreign enemies, act of terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
- ii. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.

We will not pay more than 3 claims during any 12 month **period of insurance**.

# Section 5 - Home Emergency - Conditions

#### Costs

**We** will only pay costs which are incurred as a direct consequence of the event which led to the claim **you** are making under this policy up to the policy limit. Shown in paragraph 1 and 2 above entitled 'Domestic Emergency'.

No costs for repairs are payable under this insurance, unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims service telephone number provided and have authorised an approved contractor.

#### **Proof of Insurance**

**You** must quote **your** policy number when calling for help. **You** must produce the relevant identification including boiler service receipts on the demand of the contractor or **our** other nominated agent.

#### **Other Insurance**

If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of any claim.

#### Maintenance

This insurance does not cover normal day to day maintenance at **your property** that **you** should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**.

#### **Third Parties**

**You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.

### **Availability of Parts**

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations **we** will ensure **your property** is safe and if required, the **approved contractor** will provide **you** with a quotation for a suitable repair.



# Section 6 - Legal Expenses & Identity Theft

Your schedule of insurance will show if this Section is operative.

Cover under this section is managed and provided by MIS Underwriting Limited. It is underwritten by **insurance providers** as named on **your** schedule, on whose behalf **we** act.

# How much we will pay

The insurance covers **advisers' costs** and other costs and expenses as detailed under the separate sections of cover, up to the **limit of indemnity** which is €100,000 where:

- a) The **insured incident** takes place within the **insured period** and within the **territorial limits**, and
- b) The legal action takes place in the territorial limits

Once **your** claim has been accepted, **we** will appoint one of **our** panel solicitors, or their agents, to handle **your** case. Should **you** wish to appoint **your** own **adviser**, **you** can only do so once court proceedings are issued or a **conflict of interest** arises and **you** must obtain approval from **us** before proceeding. If **you** do not obtain **our** approval **your** claim will be rejected.

Where **we** agree to **your** own choice of **adviser you** will be liable to pay any **advisers' costs** over and above **our standard advisers' costs**.

# Definitions

Definitions applying to this section only:

#### Adviser

**Our** specialist panel solicitors or accountants or their agents appointed by **us** to act for **you**, or, where agreed by **us**, another legal representative nominated by **you**.

#### **Advisers' Costs**

Legal and accountancy fees and costs incurred by the **adviser**. Third party's costs shall be covered if awarded against **you**.

#### **Conflict of Interest**

There is a conflict of interest if **we** administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

#### **Data Protection Legislation**

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

#### Excess

The amount that **you** must pay towards the cost of any claim as stated below:-**Property Protection Section**: €250

#### **Identity Theft**

A person or group of persons knowingly using a means of identification belonging to **you** without **your** knowledge or permission with intent to commit or assist another to commit an illegal act.

#### **Insurance Providers**

Insurers as named on your schedule.

### **Insured Incident**

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from **identity theft** the **insured incident** is a single act or the start of a series of single acts against **you** by one person or group of people.

In a claim arising from a Tax dispute, the **insured incident** shall be deemed to be the date when the Revenue Commissioner first lets **you** know in writing that they plan to make enquiries.

### **Insured Period**

One year from the inception or renewal date shown on your schedule.

### Legal Action(s)

The pursuit or defence of civil legal cases for damages or injunctions, or the defence of motor prosecutions.

### **Limit of Indemnity**

The maximum payable in respect of an **insured incident**.

#### **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 a nominated **adviser** of **our** choice.

### **Territorial Limits**

Republic of Ireland.

#### We/Us/Our

MIS Underwriting Limited.

#### You/Your/Yourself

The person or 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 who all permanently live in the **home**.

If **you** die **your** personal representatives will be covered to pursue or defend cases, covered under section six (6) of this insurance, on **your** behalf that arose prior to or out of **your** death.

#### What is covered

1. Contract Pursuit and Defence

Advisers' costs to pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use. This includes the purchase of your main home.

Advisers' costs to defend a legal action brought against you following a breach of a contract you have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of your main home.

### What is not covered (claims)

- a) Where the amount in dispute is less than €150.
- b) Where the contract was entered into before **you** first purchased this or similar insurance which expired immediately before this insurance began.
- c) Involving a vehicle owned by **you** or which **you** are legally responsible for.
- d) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.



#### What is covered

2. Personal Injury

Advisers' costs to pursue a legal action for financial compensation for damages following an accident resulting in your personal injury or death against the person or organisation directly responsible.

3. Employment Disputes Advisers' costs to pursue a legal action in a dispute arising from a contract of employment you have entered into for your work as an employee.

#### 4. Property Protection

Advisers' costs to pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home. This section does not extend to divorce or matrimonial matters.

Advisers' costs to pursue a legal action for financial compensation for damages against a person or organisation that causes physical damage to your main home. The damage must have been caused after you first purchased this insurance.

5. **Тах** 

Advisers' costs incurred to represent you throughout a **Revenue audit** relating to your self-assessment tax return.

### What is not covered (claims)

- a) Arising from medical or clinical treatment, advice, assistance or care.
- b) For stress, psychological or emotional injury.
- c) For illness, personal injury or death which are caused gradually or are not caused by a specific event.
- d) Involving a vehicle owned or driven by **you**.
- e) For **advisers' costs** associated with registering a claim or making an application to claim with the Personal Injury Assessment Board (PIAB).
- a) Where the dispute occurred within the first 90 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.
- b) For **advisers' costs** of any disciplinary, investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any settlement agreement.
- c) Relating solely to personal injury.
- a) Where the nuisance or trespass started within 180 days of the first purchase of this insurance or the purchase of similar insurance which expired immediately before this insurance began.
- b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
- a) Relating to an off shore account held by **you**.
- b) In respect of the tax affairs of a company, or any claim if **you** are self-employed, a sole-trader or in business partnership.
- c) Any **Revenue audit** where **you** have not submitted a self-assessment tax return.

#### 6. Motor Prosecution Defence

Advisers' costs to defend a legal action in respect of a motoring offence, arising from your use of a vehicle.

Pleas in mitigation are covered where there is a prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at **our** discretion.

### 7. Personal Identity Theft

Advisers' costs to;

- a) contact relevant organisations on your behalf to advise that you have been the victim of identity theft. The most that we will pay for legal costs is an amount equal to sending or receiving up to 20 letters for each insured incident.
- b) defend civil legal proceedings against you and remove any legal judgements against you obtained by an organisation that you are alleged to have brought, hired or leased goods or services from.
  We will only pay legal costs if you deny having entered in to the contract and you allege that these judgements have been brought against you as result of you being a victim of identity theft.

#### 8. Vehicle Cloning

Advisers' costs to defend a legal action arising from use of your vehicle's identity by another person or organisation without your permission.

#### 9. Social Media Defamation

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

- a) For **advisers' costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- b) For parking offences which **you** do not get penalty points on **your** licence for.
- a) Where **you** have not been the victim of **identity theft**.
- b) Where you did not take action to prevent yourself from further instances of identity theft following an insured incident.
- c) Where the **identity theft** has been carried out by somebody living with **you.**
- d) For adviser's costs arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.
- a) Where the vehicle's identity has been copied by somebody living with **you**.
- b) Where you did not act to take reasonable precautions against your vehicle's identity being copied without your permission.
- c) For any losses (other than adviser's costs) incurred by you as a result of your vehicle's identity being copied without your permission.
- a) Claims where **you** are not aged 18 years or over.

# Section 6 - Legal Expenses & Identity Theft - Exclusions

#### 1.There is no cover where:

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- The insured incident began to start or had started before you bought this insurance
- You should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- An estimate of your advisers' costs of acting for you is more than the amount in dispute
- You fail to give full information or facts to us or to the adviser on a matter material to your claim
- Something you do or fail to do prejudices your position or the position of the insurance providers in connection with the legal action
- Advisers' costs or any other costs and expenses incurred which were not agreed in advance or are above those for which we have given **our** prior written approval
- You have other legal expenses insurance cover.

#### 2. There is no cover for:

- The excess
- **Advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not necessary
- The amount of **advisers' costs** in excess of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against your insurance advisor, the insurance providers, the adviser or us
- Any claim you make which is false or fraudulent
- Defending legal actions arising from anything you did deliberately or recklessly
- Appeals without our prior written consent
- The costs of any legal representative other than those of the **adviser** prior to the issue of court proceedings or a **conflict of interest** arising
- Any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence
- Advisers' 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:

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off
- Planning law
- Constructing buildings or altering their structure
- Libel, slander or verbal injury
- A dispute between you and someone you live with or have lived with
- A lease or licence to use property or land
- A venture for gain by you or your business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- An application for a judicial review
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- Mining or quarrying
- Subsidence downward movement of the site on which buildings are situated by a cause other than the weight of the buildings themselves
- Heave the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
- Landslip sudden movement of soil on a slope or gradual creep of a slope over a period of time.

### **4.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 6 - Legal Expenses & Identity Theft - Conditions

### 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.

#### Claims

a) You must notify us as soon as possible once you become aware of the insured 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.

For claims relating to **identity theft**, these must be reported within 45 days of **you** becoming aware of the incident. To report a claim **you** must follow the instructions contained within **your** policy schedule.

- b) We shall appoint the adviser to act on your behalf.
- c) We may investigate the claim and take over and conduct the legal action in your name. Subject to your consent which must not be unreasonably withheld we may reach a settlement of the legal action.
- d) You must supply at your own expense all of the information which we reasonably require to decide whether a claim may be accepted. The **adviser** must represent you in accordance with **our** standard conditions of appointment available on request.
- e) The adviser must:
  - i. Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained without charge
  - ii. Keep **us** fully advised of all developments and provide such information as **we** may require.
  - iii. Keep us regularly 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 there shall be no further cover for **advisers' costs** 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.
  - vii. Agree with **us** not to submit a bill for **advisers' costs** to the **insurance providers** until conclusion of the **legal action**
- f) In the event of a dispute arising as to **advisers' costs we** may require **you** to change **adviser**.
- g) **Insurance providers** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- h) You must supply all information requested by the adviser and us.
- i) You are responsible for any advisers' costs if you withdraw from the legal action without our prior consent. Any costs already paid under this insurance must be reimbursed by you.
- j) 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.

### Disputes

If we and you disagree about the choice of appointed representative, or about how a claim is handled, we and you can choose another suitably qualified person to decide the matter. We and you must both agree in writing to the choice of this person.

Failing this, we will ask the President of the Law Society of Ireland to choose a suitably qualified person.



#### **Prospects of Success**

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

- 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

#### Law and Language

We propose that the contract is governed by Irish law. If there is any dispute as to which law applies it shall be Irish law. The language for contractual terms and communications will be English.

#### **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.

#### **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.

# Section 6 - Legal Expenses & Identity Theft - Customer Services Information

### **Customer Service**

**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.

#### How to make a Claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the Legal Helpline.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer or accountant 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. 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 immediately notify **us** 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 Helpline.

# Privacy and Data Protection Notice - Applicable to Section 5 -Home Emergency and Section 6 - Legal Expenses & Identity Theft

#### 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. **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

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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

#### 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 confidentially 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 – 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.



# Notes



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Far from standard

