



UNOCCUPIED

Unoccupied Home
Insurance Policy

Republic of Ireland - 2021

Provided by

Plum
UNDERWRITING

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Welcome to Plum Underwriting

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

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

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

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

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



David Whitaker
Managing Director

Your Policy

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

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

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

The **policy** sections are:

BRONZE COVER	SILVER COVER	GOLD COVER
1. Buildings	1. Buildings	1. Buildings
2. Contents	2. Contents	2. Contents
3. Accidents to Domestic Employees		
4. Legal Liability to the Public		
5. Legal Expenses		

Your schedule states whether **you** have selected the Bronze, Silver or Gold level of cover.

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

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

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

Information You Have Given Us

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

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

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

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

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

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

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

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

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

Change in Circumstances

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

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

Cooling Off and Cancellation

Cooling-Off Period

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

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

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

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

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

Cancellation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any refund will be on a proportional basis and always subject to the **period of insurance** being claim free. If **you** have made a claim **you** will not be eligible for a refund and **you** must pay **us** any amount **you** still owe **us** for the 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, trading as Plum Underwriting is regulated by the Central Bank of Ireland (CBI Register number C186553).

Global Risk Partners Intermediary Limited is registered in Ireland with registered number 635016. Registered address: 88 Harcourt Street, Dublin 2, D02 DK18.

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/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/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 which specifies:

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

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

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

Plum Underwriting, Data Protection Officer, 88 Harcourt Street, Dublin 2, D02 DK18.

Insurance Act 1936

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

Stamp Duties Consolidation Act 1999

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

Government Charges

The First Premium herein includes any such charges.

Currency

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

How to Make a Claim

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

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

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

Definitions - Words with Special Meanings

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

Accidental Damage

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

Act of Terrorism

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

Bodily Injury

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

Buildings

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

Building Works

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

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

Computer Viruses

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

Contents

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

Contents includes:

- **leaseholder's fixtures and fittings**
- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **property**
- **precious metals** up to €1,000 in total per claim within the private dwelling
- pedal cycles including **electrically assisted pedal cycles** up to €500 in total per claim
- **contents** in garages and outbuildings up to €500 in total per claim
- **Fine art and antiques** up to 10% of the **contents sum insured** in total per claim

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Contents do not include:

- motor vehicles (other than domestic gardening equipment, **electrically assisted pedal cycles**, motorised mobility scooters, electric wheelchairs or powerchairs), caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any **contents** held or used for business purposes
- any property insured under any other insurance
- deeds, registered bonds and other such documents
- gemstones, jewellery, watches and furs
- land or water
- stamp or coin collections
- **money** and **credit cards**
- casino chips
- **contents** in the open

Credit Cards

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

Domestic Employee(s)

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

Electrically Assisted Pedal Cycles (EAPC)

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

It must show either:

- the power output
- the manufacturer of the motor

It must also show either:

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

Its electric motor:

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

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

Endorsement(s)

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

Excess

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

Fine Art and Antiques

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

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

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

Heave

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

Landslip

Downward movement of sloping ground.

Leaseholder's Fixtures and Fittings

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

Money

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

held for any purpose.

Period of Insurance

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

Plum Underwriting

Global Risk Partners Intermediary Limited, trading as Plum Underwriting.

Policy

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

Precious Metals

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

Premises

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

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Property

The vacant private dwelling and the garages and outbuildings at the **premises** shown on **your schedule**.

Rebuilding Expenses

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

Sanitary Ware

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

Schedule

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

Settlement

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

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.

We/Us/Our/Insurer(s)

Insurers as named on **your schedule**.

You/Your/Insured

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

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

Your Broker or Insurance Intermediary

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

Inspecting the Property

We will not pay under the **policy**, if **you** fail to comply with the following provisions:-

You or **your** adult representative must:

- inspect the **premises** internally and externally once every 14 days (unless an alternative frequency is shown on **your schedule**)
- keep a record of the dates and times of all visits in a central inspection record
- provide **us** with a copy of the central inspection record when requested.

Example of an inspection record:

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

Inspection Checklist

Whilst not exhaustive, the following is a list of areas which **you** or **your** adult representative may consider including in the inspection to mitigate any loss or damage:

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

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** 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.

7. Sums Insured

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

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

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

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

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

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

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

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

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

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

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

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

9. Security of the Property

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

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

10. Condition of Property

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

11. 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.

Conditions that Apply to the Buildings Section Only

These additional conditions apply to 'Section 1 – Buildings' of **your policy** for Bronze, Silver and Gold levels of cover.

How we deal with your claim

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

Your sum insured

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

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

Limit of insurance

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

Conditions that Apply to the Contents Section Only

These additional conditions apply to 'Section 2 – Contents' of **your policy** for Bronze, Silver and Gold levels of cover.

How we deal with your claim

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

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

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

The above basis of settlement will not apply to:

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

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

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

Your sum insured

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

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

Limit of insurance

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

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 property**.
 - caused by or resulting from the **premises** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority.
 - caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure.

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

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

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

- Electrical failure of an electrical component in televisions or computers
 - Mechanical failure of a clock mechanism
2. Any loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature caused by or contributed to or by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
 3. Any loss, damage, expense, or legal liability caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
 4. Any loss or destruction of or damage to any property, or any loss or expenses resulting or arising from, or any legal liability caused by or contributed to by or arising from the failure of any equipment to correctly recognise the date or change of date.
 5. Any loss or damage or liability occasioned by, happening through or resulting from:
 - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power
 - confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
 6. Any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from:
 - a) any legal liability of whatsoever nature; or
 - b) death or injury to any person,
 caused by or contributed to by or arising from biological or chemical contamination due to or arising from;
 - 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. Any claim under this **policy** unless **you** transact **your** Republic of Ireland insurance business for this **policy** through a Republic of Ireland bank account in Euros for the payment of premium from and the payment of claims to **you**.
10. Loss or damage caused by or resulting from the presence of pyrite or iron pyrite within the **buildings**.
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.

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 **property** whilst **building works** are being undertaken at the **premises** other than as a result of violent and forcible entry or exit.
6. resulting from fire where the cause cannot be identified unless **you** can prove the requirements detailed under the 'Building Works Conditions' section have below been met.

Building Works Conditions

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

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

1. Heat Application Condition

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

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

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

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

2. Asphalt, Bitumen and Tar Heaters Condition

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

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

Claims Conditions

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

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

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

a) Notifying us of a Claim

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

b) Circumstances of the Claim

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

c) Liability Claims

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

d) Notifying the Gardai or Other Relevant Authorities

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

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

e) Our Representatives

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

f) Other Information and Assistance

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

g) Your Authority

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

h) Your Duty of Care

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

i) Evidence & Value

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

j) Your Property

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

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

2. How we deal with your claim

a) Payment of Claims

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

b) Defence of Claims

We have the right to:

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

c) Joint Insureds

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

d) Our Rights

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

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

e) Excess

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

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

UNOCCUPIED

Unoccupied Home Insurance Policy

Bronze Cover

Please refer to **your schedule** for confirmation of which level of cover is provided under this **policy**.



Section 1 - Buildings - Bronze Standard Cover

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

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

What is covered

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

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**

What is not covered

We will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every inspection of the **premises**.
- a) for loss or damage to **swimming pools**, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your property** is damaged by the same cause and at the same time.
- b) for loss or damage caused by **settlement**.
- c) for loss or damage caused by riverbank or coastal erosion.
- d) for loss or damage arising from defective materials or faulty workmanship.
- e) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your property** are damaged by the same cause and at the same time.

Section 1 – Buildings – Bronze Additional Cover

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

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

What is covered

This section of the insurance also covers

A – Accidental Damage to Fixtures & Fittings

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

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

all forming part of the **buildings**.

B – Accidental Damage to Services

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

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

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

C – Professional Fees & Expenses

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

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

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

D – 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.

What is not covered

We will not pay

- a) any expenses for preparing a claim or an estimate of loss or damage.
- b) any costs if government or local authority requirements have been served on **you** before the loss or damage.

- a) if the **buildings** are more specifically insured under any other insurance.
- b) any claim under any other additional covers of this **policy**.

This section of the insurance also covers

E – Replacement Locks

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

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

F – 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 **property** without **your** consent.

G – 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 or anything dropped from an aircraft, theft, vandalism and malicious damage.

H – Fire Brigade Charges

Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** in circumstances which have given rise to a valid claim under this **policy**.

We will not pay

- a) any amount over €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total
- a) more than €2,500 any one claim
- b) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had been made aware of the unauthorised use.
- a) more than €1,000 any one claim.
- b) more than €250 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 €2,000 any one claim.

Section 2 – Contents – Bronze Standard Cover

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

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

What is covered

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

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**

What is not covered

We will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every inspection of the **premises**.
- b) for loss or damage caused by **settlement**
- c) for loss or damage caused by riverbank or coastal erosion
- d) for loss or damage arising from defective materials or faulty workmanship
- e) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your property** are damaged by the same cause and at the same time.

Section 2 – Contents – Bronze Additional Cover

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

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

What is covered

This section of the insurance also covers

A – Replacement Locks

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

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

What is not covered

We will not pay

- a) any amount over €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total.

UNOCCUPIED

Unoccupied Home Insurance Policy

Silver Cover

Please refer to **your schedule** for confirmation of which level of cover is provided under this **policy**.



Section 1 - Buildings - Silver Standard Cover

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

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

What is covered

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

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. collision by any vehicle or animal
5. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**
6. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts

What is not covered

We will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every inspection of the **premises**.
- a) for loss or damage caused by **subsidence**, **heave** or **landslip** other than as covered under number 5 in Section 1 – Buildings – Silver Standard Cover
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, gates and fences, septic tanks, lamp posts, wind turbines, solar panels and ornamental fountains and ponds.
- a) for loss or damage 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 property** is damaged by the same cause and at the same time
- b) for loss or damage caused by **settlement**
- c) for loss or damage caused by riverbank or coastal erosion
- d) for loss or damage arising from defective materials or faulty workmanship
- e) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your property** are damaged by the same cause and at the same time.
- a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts.

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

7. falling trees, telegraph poles or lamp-posts

We will not pay

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

Section 1 – Buildings – Silver Additional Cover

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

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

What is covered

This section of the insurance also covers

A – Accidental Damage to Fixtures & Fittings

We will pay for accidental damage to:

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

all forming part of the **buildings**.

B – Accidental Damage to Services

We will pay for accidental damage to:

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

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

C – Professional Fees & Expenses

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

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

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

What is not covered

We will not pay

- a) any expenses for preparing a claim or an estimate of loss or damage
- b) any costs if government or local authority requirements have been served on **you** before the loss or damage.

This section of the insurance also covers

D – 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.

E –Replacement Locks

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

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

F – 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 **property** without **your** consent.

G – 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 or anything dropped from an aircraft, theft, vandalism and malicious damage.

H – Fire Brigade Charges

Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** in circumstances which have given rise to a valid claim under this **policy**.

We will not pay

- a) if the **buildings** are more specifically insured under any other insurance.
- b) any claim under any other additional covers of this **policy**.
- a) any amount over €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total
- a) more than €2,500 any one claim
- b) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had been made aware of the unauthorised use.
- a) more than €1,000 any one claim
- b) more than €250 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.

Section 2 – Contents – Silver Standard Cover

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

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

What is covered

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

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. collision by any vehicle or animal
5. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**
6. falling trees, telegraph poles or lamp-posts

What is not covered

We will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every inspection of the **premises**.
- a) for loss or damage caused by **settlement**
- b) for loss or damage caused by riverbank or coastal erosion
- c) for loss or damage arising from defective materials or faulty workmanship
- d) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your property** are damaged by the same cause and at the same time.
- a) for loss or damage caused by trees being cut down or cut back within the **premises**.

Section 2 – Contents – Silver Additional Cover

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

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

What is covered

This section of the insurance also covers

A – Replacement Locks

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

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

What is not covered

We will not pay

- a) any amount over €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total.

UNOCCUPIED

Unoccupied Home Insurance Policy

Gold Cover

Please refer to **your schedule** for confirmation of which level of cover is provided under this **policy**.



Section 1 – Buildings – Gold Standard Cover

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

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

What is covered

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

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

What is not covered

We will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every inspection of the **premises**.
- a) for loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 in Section 1 – Buildings – Gold Standard Cover
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, gates and fences, septic tanks, lamp posts, wind turbines, solar panels and ornamental fountains and ponds.
- a) more than €7,500 per claim. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €7,500 in total
- b) for loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 in Section 1 – Buildings – Gold Standard Cover
- c) for loss or damage to domestic fixed fuel-oil tanks, **swimming pools**, hot tubs and ornamental fountains or ponds
- d) for loss or damage due to the failure or lack of grouting or sealant.
- a) more than €7,500 per claim. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €7,500 in total.
- b) for loss or damage caused by escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement

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

6. theft or attempted theft

We will not pay

- a) more than €7,500 per claim. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €7,500 in total
- b) for loss or damage resulting from theft or attempted theft from the **property** unless as a result of violent and/or forcible entry or exit.

7. collision by any vehicle or animal

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

- a) more than €7,500 per claim. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €7,500 in total.

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

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

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

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

11. falling trees, telegraph poles or lamp-posts

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

Section 1 – Buildings – Gold Additional Cover

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

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

What is covered

This section of the insurance also covers

A – Accidental Damage to Fixtures & Fittings

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

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

all forming part of the **buildings**.

B – Accidental Damage to Services

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

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

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

C – Professional Fees & Expenses

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

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

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

D – Loss of Metered Water

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

What is not covered

We will not pay

- a) any expenses for preparing a claim or an estimate of loss or damage.
- b) any costs if government or local authority requirements have been served on **you** before the loss or damage.

- a) more than €1,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €1,000 in total.

This section of the insurance also covers

E – 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.

F – Trace & Access

The costs incurred to find the source of escape of:

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

G – Loss of Oil

Loss of domestic oil from fixed fuel oil tanks.

H – 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 or anything dropped from an aircraft, theft, vandalism and malicious damage.

I – Replacement Locks

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

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

J – 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 **property** without **your** consent.

We will not pay

- a) if the **buildings** are more specifically insured under any other insurance.
- b) any claim under any other additional covers of this **policy**.

- a) more than €5,000 in any **period of insurance**.
- b) costs incurred if the escape of water, oil or gas (including LPG) commenced before cover starts.

- a) more than €1,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €1,000 in total.
- b) 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 €1,000 any one claim
- b) more than €250 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) any amount over €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total

- a) more than €2,500 any one claim
- b) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had been made aware of the unauthorised use.

UNOCCUPIED

This section of the insurance also covers

K – Damage by Emergency Services

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

L – 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**.

M – Security Expenses

Costs incurred by **you** to:

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

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

We will not pay

a) more than €1,000 any one claim

a) more than €2,000 any one claim.

a) more than €5,000 any one claim

Section 2 – Contents – Gold Standard Cover

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

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

What is covered

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

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

What is not covered

We will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every inspection of the **premises**.
- b) more than €7,500 per claim. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €7,500 in total.
- b) for loss or damage due to the failure or lack of grouting or sealant.
- a) more than €7,500 per claim. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €7,500 in total.
- b) for loss or damage caused by escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.
- a) more than €7,500 per claim. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €7,500 in total.
- b) for loss or damage resulting from theft or attempted theft from the **property** unless as a result of violent and/or forcible entry or exit.
- a) more than €7,500 per claim. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €7,500 in total.

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

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

10. falling trees, telegraph poles or lamp-posts

We will not pay

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

Section 2 – Contents – Gold Additional Cover

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

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

What is covered

This section of the insurance also covers

A – Replacement Locks

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

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

B – Loss of Metered Water

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

C – Loss of Oil

Loss of domestic oil from fixed fuel oil tanks.

What is not covered

We will not pay

- a) any amount over €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total.
- a) more than €1,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €1,000 in total.
- a) more than €1,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €1,000 in total.
- b) 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.

Section 3 – Accidents to Domestic Employees

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

What is covered

We will pay you

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

What is not covered

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

- a) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment).

Limit of insurance

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

Section 4 – Legal Liability to the Public

This section applies only if the **schedule** shows that the **buildings** are insured under section one.

What is covered

We will pay you

as owner for any amounts **you** become legally liable to pay as damages for:

- **bodily injury**
- damage to property

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

What is not covered

We will not pay you for any liability

- a) for **bodily injury** to:
 - **you**
 - any person who at the time of sustaining such injury is employed by **you**
- b) for **bodily injury** arising from any infectious disease, virus or syndrome, including, for example, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused.
- c) for damage to property owned by or in the charge or control of:
 - **you**
 - any persons employed by **you**.
- d) arising out of advice given, services rendered or any activity in respect of any profession, occupation or business.
- e) which **you** have assumed under contract and which would not otherwise have attached.
- f) arising out of **your** ownership, possession or use of:
 - i) any motorised or horsedrawn vehicle other than:
 - domestic gardening equipment used within the **premises**
 - pedestrian controlled gardening equipment used elsewhere and
 - motorised mobility scooters, electric wheelchairs or powerchairs
 - ii) any power-operated lift (other than domestic stairlifts)
 - iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
 - iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Control of Dogs Act 1986 and the Control of Dogs (Amendment) Act 1992
 - v) for ownership, possession, use or control of horses not in accordance with the Local Authority Bye-Laws made under the Control of Horses Act 1996 or amendment thereto.

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

- g) if **you** are entitled to payment under any other insurance until such insurance is exhausted.
- h) in respect of any kind of pollution and/or contamination other than:
 - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named on **your schedule**; and
 - reported to **us** as soon as practicably possible, but not later than 30 days from the end of the **period of insurance**; in which case all such pollution and/or contamination arising out of such accident shall be treated as having happened at the time of such accident.
- i) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.
- j) 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.
- k) arising out of **your** ownership, possession or use of any vehicle where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.

Limit of insurance

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

Section 5 – Legal Expenses

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

How much we will pay

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

If a claim is accepted under this insurance, **we** will appoint our panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and **you** want to use a legal representative of **your own choice**, **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**.

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

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

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

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

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

Adviser

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

Advisers' Costs

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

Conflict of Interest

Situations where **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 in the Republic of Ireland at the time of the **insured event**.

Identity Fraud

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.

Insured Event

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured event** 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 fraud** the **insured event** is a single act or the start of a series of single acts against **you** by one person or group of people.

Insured Period

One year from the inception date shown on **your** insurance schedule.

Insured Property

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

Insurer

Insurer as named on **your schedule**.

Legal Actions

The pursuit or defence of civil legal cases for damages and/or injunctions.

Maximum Amount Payable

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

Standard Advisers' Costs

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

Territorial Limits

The Republic of Ireland.

Vehicle

Any motor **vehicle** or motorcycle owned by **you**.

We/Us/Our

MIS Underwriting Limited.

You/Your /Yourself

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

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

Section 5 – Legal Expenses – Cover

What is covered

Property Infringement

Advisers' costs to pursue a **legal action** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **insured property**. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 30 days after **you** first purchased this insurance.

Property Damage

Advisers' costs to pursue a **legal action** for damages against a person or organisation that causes physical damage to the **insured property**. The damage must have been caused after **you** first purchased this insurance.

Personal Identity Fraud

Advisers' costs in a **legal action** in respect of **insured events** arising from **identity fraud**:

- To deal with all organisations that have been fraudulently applied to for credit, goods or services in **your** name or which are seeking monies or have sought monies from **you** as a result of **identity fraud**
- In order to liaise with credit referencing agencies and all other relevant organisation on **your** behalf to advise that **you** have been the victim of **identity fraud**
- To defend **your** legal rights and/or take steps to remove County Court Judgments against **you** that have been obtained by an organisation that **you** are alleged to have purchased, hired or leased goods or services from. Cover is only available if **you** deny having entered in to the contract and allege that **you** have been the victim of **identity fraud**.

What is not covered (claims)

- Where **you** have not been the victim of **identity fraud**
- Where the **insured event** began to occur within 30 days of **you** first purchasing this insurance or similar insurance which expired before this insurance began
- Where the **insured event** began to occur or had occurred before **you** purchased this insurance
- Where the claim is false or fraudulent
- Where **you** did not take precautions against **identity fraud** or take action to protect yourself from **identity fraud**
- Where the **identity fraud** has been carried out by somebody living with **you**
- For **advisers' 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
- For any losses other than **advisers' costs** incurred by **you** as a result of **identity fraud**.

You must agree to be added to the CIFAS Protection Register if **we** recommend it.

Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a contact form online by visiting www.misunderwriting.com. 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.

See **your schedule** for contact details.

Section 5 - Legal Expenses - Exclusions

1. There is no cover where:

- The **insured event** 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 **insurer** in connection with the **legal action**
- **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval
- Where **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 considered excessive or 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
- **Advisers' costs** arising from any private prosecution
- Damages, interest, fines or costs awarded against **you** in a criminal court
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against **your** insurance advisor, 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 the prior written consent of **us**
- 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
- Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

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
- Computer software other than proprietary packaged software that has not been tailored to **your** requirements
- 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
- Defending or pursuing new areas of law or test cases
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- Professional negligence in relation to services provided in connection with a matter not covered under this insurance
- **Subsidence, landslip, heave**, mining or quarrying
- A tax or levy relating to **you** owning or living in the **insured property**
- A manufacturer's warranty or guarantee

Section 5 - Legal Expenses - Conditions

1. Claims

- a) **You** must notify claims as soon as possible once **you** become aware of the incident and within no more than 180 days of **you** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced. For claims relating to **identity theft**, these must be reported within 45 days of **you** becoming aware of the incident. **You** can complete and submit **your** contact form online by visiting www.misunderwriting.com. Alternatively, **we** will send **you** a claim form which must be returned promptly with all relevant information.
- b) **We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the **legal action**.
- c) **You** must supply at **your** own expense all of the information which **we** require to decide whether a claim may be accepted.
- d) The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.
- e) The **adviser** will:
 - i) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii) Keep **us** fully advised of all developments and provide such information as **we** may require.
 - iii) Keep **us** advised of **advisers' costs** incurred.
 - iv) Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted 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.
- f) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.

- g) **Insurers** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.
- h) **You** shall 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 will 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.

2. Disputes

If a complaint cannot be dealt with by the Financial Services and Pensions Ombudsman, any dispute between **you** and **us** may, where **we** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

3. Prospects of Success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have 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

4. 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.

5. 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.

6. 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 5 – Legal Expenses – Claims Procedure

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

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.

Privacy and Data Protection Notice

1. Who We Are

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

2. Our Approach to Privacy

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

3. The Information You Provide MIS Underwriting Limited

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

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

This Information may include:

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

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

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

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

5. Security

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

6. Insurance Administration

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

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

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

If **you** wish to contact **us** regarding this notice you can contact **us** at The Data Protection Officer, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. Telephone: 01 872 0179.

Email – underwriting@misgroup.online – 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 information commissioner's office (ICO). The ICO can be contacted at: <https://ico.org.uk/global/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.

UNOCCUPIED

Notes



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Far from standard

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