



**PRESTIGE**

UNDERWRITING SERVICES (IRELAND) LTD

PARTNERSHIP IS THE BEST POLICY

# HOMESAFE HOUSEHOLD INSURANCE

UNDERWRITTEN BY



AmTrust International Underwriters  
An AmTrust Financial Company



# Welcome to your Prestige Underwriting Services (Ireland) Limited Homesafe Insurance policy

---

Thank **you** for choosing Prestige Underwriting Services (Ireland) Limited as **your home** Insurer. This policy has been underwritten by AmTrust International Underwriters DAC.

**Our** aim is to provide **you** with peace of mind when it comes to looking after **your** home insurance needs and to make **your** insurance cover clear and easy to understand.

**You** should read this policy booklet, along with **your schedule** and statement of fact, as together they give **you** full details of **your** cover. If **you** have any questions about **your** policy documents, if any details are incorrect on any of the documentation **you** have received, or if **you** wish to make a change to **your** policy, please contact **your broker** or Agent, whose details are shown on **your schedule**. Please also contact **us** if **you** require **your** documents in an alternative format, for example large print.

## Authorisation

**Your** policy is arranged and administered by:



Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland. Registered in Ireland. Company registration number: 119908. Registered address: Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Ireland.

**Your** policy is underwritten by:



AmTrust Underwriting  
An AmTrust Financial Company

AmTrust International Underwriters DAC is regulated by the Central Bank of Ireland. Registered in Ireland. Company registration number: 169384. Registered address: AmTrust International Underwriters DAC, 6-8 College Green, Dublin 2

Legal assistance is provided by:



This insurance is administered by Arc Legal Assistance Limited and is underwritten by AmTrust Europe Limited (registered in England under number 1229676 at Market Square House, St James's Street, Nottingham NG1 6FG) up until the date the Insurer transfers this insurance to another insurer authorised in the European Economic Area in order that the insurance may continue to be lawfully serviced following Brexit. The Insurer currently intends to transfer this insurance to AmTrust International Underwriters designated activity company (registered in Ireland number 169384 at 6-8 College Green, Dublin 2, Ireland) pursuant to an insurance business transfer scheme under Part VII of the United Kingdom's Financial Services and Markets Act 2000. The Transfer is expected to take place on 31 July 2020, subject to the approval of the English High Court. The Transfer documentation and further information on the Transfer process, the Transfer date and the rights of policyholders is available at [amtrustfinancial.com/amtrustinternational/legal/portfolio-transfers](http://amtrustfinancial.com/amtrustinternational/legal/portfolio-transfers). Company registration number: 305958. Registered address: Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD

Home emergency assistance cover is provided by:



MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated MAPFRE ASSISTANCE Agency Ireland is regulated by the Central Bank of Ireland for conduct of business rules. Company registration number: 903874. Registered address: Mapfre Assistance Agency Ireland, Assist House, 22-26 Prospect Hill, Galway, Ireland

---

# Contents

---

	<b>Page</b>
Useful Hints on Protecting Your Property	5
Introduction	7
Definitions	7
General Conditions	10
General Exclusions	12
Claims Conditions	14
<b>EVENTS INSURED</b>	
<b>Section 1 - Buildings</b>	15
<b>Section 2 - Contents</b>	21
<b>Section 3 - Accidents to domestic staff</b>	27
<b>Section 4 - Legal liability to the public</b>	28
<b>Section 5 - Valuables and personal possessions</b>	30
<b>Section 6 - Domestic freezers cover</b>	32
<b>Section 7 - Pedal cycle cover</b>	33
<b>Section 8 - Money and credit card cover</b>	34
<b>Section 9 - Caravan cover</b>	35
Section 10 - Legal Protection	37
Section 11 - Home Emergency Assistance	49
Endorsements	55
Notices	59

---



# Useful Hints on Protecting Your Property

---

Every year many people find it necessary to seek assistance from their Insurer and lodge a claim against their Policy. **We** are committed to reducing the stress suffered at this time by offering the best possible service and assisting **You** to return to normal as soon as possible.

In an effort to reduce the risk of some of the most common incidents occurring, **we** have put together some information that we hope you find useful.

## BURST AND FROZEN PIPES

- Insulation and lagging – check that water pipes and tanks are properly insulated and lagged. You should pay particular attention to pipes that are exposed to the cold, outlet pipes, pipes that run along outside walls in unheated rooms or in your loft.
- Central Heating – in a long cold spell, where possible, keep central heating on a low setting and open the loft hatch occasionally to let warm air circulate.
- Draining systems – drain your entire system and switch off the water supply at the mains if you plan to be away for a long period.
- Stop cock – know where your stop tap is so that you can switch the water off in the event of a burst.

## LEAKS

- Radiator valves – check valves regularly for leaks.
- Overflow pipes and tanks – check overflow pipes, water tanks and central heating header tanks regularly. Check that ball cock valves close and the ball sits correctly.
- Washing appliances – check fittings and the working order of your appliances on a regular basis.
- Gutters – check and clear gutters regularly. Maintain and repair any damage to avoid water penetrating your property.
- Gradual leaks – damp patches, mildew and mould are indicators that there may be a gradual leak and should be checked at the earliest opportunity. This type of loss is not covered on your policy.

## FIRE

- Smoke Alarms – fitting a smoke alarm will give you an early warning of fire. Test your alarms regularly to ensure they are operational.
- Open Fires – having your chimney swept once a year will ensure there is no build up of soot and will prevent fire or brickwork damage.
- Cooking – many fires in the home occur in the kitchen area. Never leave pans with hot oil unattended, ensure children are not left alone in the kitchen and keep matches stored out of reach.
- Electrical Sockets – never overload electrical sockets and before retiring for the night, switch them off. Unplug all appliances if the home is to be left unattended.
- Candles – should be put in secure holders, out of the reach of children and blow them out before leaving the room. Any surface they are placed on should not burn and avoid placing them near curtains or any material that could catch fire.
- Smoking – always ensure cigarettes are properly extinguished and you should not smoke in bed.
- Fire Escape Plan – agree a plan with your family. Everyone should know where the door and window keys are kept and the best route to leave the property.

---

If there is a fire – contact the emergency Fire & Rescue Service on 112 or 999.

The National Safety Council promotes awareness on fire safety issues and may be able to offer you advice.

### **THEFT**

- Window Locks – install window locks on all ground floor and other accessible windows and deadlocks on external doors. Check your doors and windows are in sound condition and have toughened glass.
- Secure Windows and Doors – lock windows and doors when you leave your home, even if it is only for a short time. Keep any outbuildings secured.
- Holidays – ask a neighbour or friend to keep an eye on your home and collect your post. Cancel milk and paper deliveries.
- Keys – don't hide keys on or near the home, keep them out of sight.
- Valuable items – use security markers to record your postcode and house number on these items.
- Burglar Alarm – consider having an alarm installed, this may deter thieves.
- Strangers – avoid allowing strangers into your home, ask for proof of identity and think about fitting a door safety chain or a spyhole.

Contact your local Crime Prevention Officer and a member of the Associated Locksmiths of Ireland for further advice on the security of your property.

### **YOU SHOULD REMEMBER THAT:-**

- All gas consumers are advised to have appliances checked for safety at least every 12 months by a Registered Gas Installer and Carbon Monoxide Alarms are a useful back-up precaution although not a substitute for proper installation and maintenance of gas equipment.
- It is important to check your roof for missing or loose tiles. Have these replaced or repaired to prevent leaks.
- Roots of trees and shrubs can damage your property. Think about where you plant new trees or shrubs and seek advice from a tree surgeon if you have mature trees.
- A loft is the perfect environment for unwanted pests. They may cause damage to property and items stored in the loft. There is also the possibility of fire hazard if they interfere with electric cabling.

# Introduction

---

This policy, **schedule** and any **endorsement** applying to **your** policy form **your** Prestige **home** insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your broker** immediately if **your** policy **schedule** and statement of fact are not correct or if **you** would like to ask any questions.

In return for payment of the premium shown in the **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 in the **schedule**.

When drawing up this policy, **we** have relied on the information and statements which **you** have declared to **your broker**.

The insurance relates only to those sections of the policy which are shown in **your schedule** as being included.

# Definitions

---

Wherever the following words appear in this insurance they will have the meanings shown below.

<b>You / your / insured</b>	The person or persons named in the <b>schedule</b> and all members of their family who permanently live in the <b>home</b> .
<b>We / us / our</b>	<b>Prestige Underwriting Services (Ireland) Limited</b> on behalf of <b>AmTrust International Underwriters DAC</b> .
<b>Your broker</b>	The broker who placed this Insurance on your behalf.
<b>Schedule</b>	The schedule is part of this insurance and contains details of your premises, the sums insured, the period of insurance and the sections of this insurance which apply.
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
<b>Settlement</b>	The downward movement of the site on which the <b>buildings</b> stand due to the application of superimposed loading from the <b>buildings</b>
<b>Buildings</b>	<ul style="list-style-type: none"><li>• The <b>home</b> and its decorations</li><li>• Fixtures and fittings attached to the <b>home</b></li><li>• Permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks <b>you</b> own or for which <b>you</b> are legally responsible within the <b>premises</b> named in the <b>schedule</b>.</li></ul>
<b>Premises</b>	The address which is named in the <b>schedule</b> .

---

<b>Home</b>	The private dwelling of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
<b>Contents</b> includes:	Household goods and personal property, within the <b>home</b> , which are <b>your</b> property or which <b>you</b> are legally responsible for. <ul style="list-style-type: none"> <li>• tenant's fixtures and fittings</li> <li>• radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b></li> <li>• property in the open but within the <b>premises</b> up to d320 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b>)</li> <li>• <b>money and credit cards</b> up to d635 in total</li> <li>• deeds and registered bonds and other personal documents up to d1900 in total</li> <li>• stamps or coins forming part of a collection up to d1585 in total</li> <li>• <b>valuables</b> up to 33<sup>1</sup>/<sub>3</sub>% of the sum insured for <b>contents</b>, within the private dwelling but not exceeding 5% of the sum insured for contents of any one item</li> <li>• domestic oil in fixed fuel oil tanks up to d1270</li> </ul>
<b>Contents</b> does NOT include:	<ul style="list-style-type: none"> <li>• motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories</li> <li>• any animal, plant or tree</li> <li>• any part of the <b>buildings</b></li> <li>• any property held or used for business purposes other than office equipment up to d4450 in total</li> <li>• any property insured under any other insurance.</li> </ul>
<b>Bodily injury</b>	<b>Bodily injury</b> includes death or disease.
<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Valuables</b>	<ul style="list-style-type: none"> <li>• jewellery</li> <li>• furs</li> <li>• gold, silver and gold and silver plated articles</li> <li>• pictures.</li> </ul>
<b>Personal possessions</b>	Clothing, baggage, guns, sports equipment and other similar items normally carried about the person and all of which belong to you
<b>Personal possessions</b> does NOT include:	<ul style="list-style-type: none"> <li>• <b>money and credit cards</b></li> <li>• pedal cycles.</li> </ul>

---

---

**Money**

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes

**Credit cards**

**Credit cards**, charge cards, debit cards, bankers cards and cash dispenser cards.

**Unoccupied**

Where the **home** is not lived in by **You** or any other person to whom **You** may have given **Your** permission for more than 30 consecutive days (14 consecutive days if a secondary or holiday **home**).

**Ireland**

**Republic of Ireland.**



# General Conditions applicable to the whole of this insurance

---

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

The observance by **you** of the terms, conditions and endorsements of this Policy as far as they relate to anything to be done or complied with by **you** will be a condition precedent to **our** liability.

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material facts ie those circumstances which may influence **us** in **our** acceptance or assessment of this insurance. If **you** are in any doubt as to whether a fact is material or not please disclose it.

## Your duties

1. **You** must keep the **buildings** in good repair and take all reasonable precautions to ensure the safety of property insured and to prevent accidents.
2. You must tell us immediately of any change, which may affect this insurance or increase the risk of loss, damage or injury as failure to do so could invalidate the cover provided.  
When we receive this notice we have the option to change the conditions of this insurance
3. **You** must tell **us** before **you** start any conversions, extensions or other structural work to the **buildings**. When we receive this notice **we** have the option to change the conditions of this insurance.
4. **You** must tell **us** about any increase in the value of the **buildings, contents, personal possessions** or **valuables**.
5. It is your duty to ensure that:
  - Any flat roof forming part of the building is inspected at least once in every 3 years by a qualified builder or property surveyor.
  - Any defect with the flat roof is immediately rectified

However, if the flat roof is over ten years old it must be inspected every year by a qualified builder or property surveyor and any defect found rectified immediately.

If **you** fail to comply with any of the above duties this insurance may become invalid.

## 6. Cancellation

- **Statutory Cancellation Rights**  
**You** have the right to cancel this **Policy** by writing to **Us** within 14 days of receipt of the **Policy** documents for new business or, in the case of renewals, within 14 days of the renewal date. There will be no refund of premium in the event that **You** make a claim during the period on cover, however, in all other cases we will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**. In the event where there has been a claim, if **You** are paying by instalments **You** will either have to continue with the agreed instalment payments until the **Policy** renewal date, or **We** may, at **Our** discretion, deduct the outstanding instalments due from any claim payment made.
- **Cancellation Outside the Statutory Period**  
**You** may cancel this **Policy** at any time by providing written notice to **Your** Broker or Agent. Providing **You** have not incurred any eligible claims during the period of cover, **We** will retain an amount of premium in proportion to the time you have been on cover and refund the balance to **You** less an administration charge of €25. If **You** cancel this **Policy** and are paying by instalments, **Your** instalment payments will cease unless **You** have incurred any eligible claims during the period of cover, in which case **You** will either have to continue with the instalment payments until the **Policy** renewal date or **We** may, at our discretion, deduct the outstanding instalment payments due from any claims payment made.
- **Our Right to Cancel**  
**We** have the right to cancel **Your Policy** at any time by giving **You** fourteen days notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the most recent address **We** have for **You** and will set out the reason(s) for cancellation in **Our** letter. Valid reasons for cancellation may include, but are not limited to:
  - Where **You** fail to pay the agreed premium or, if paying the premium by instalments, **You** fail to pay any of the agreed instalments; or

- 
- Where **You** fail to notify **Us** as soon as possible of a change in **Your** circumstances which may affect this insurance; or
  - Where there is a change in **Your** circumstances which no longer meets **Our** underwriting criteria; or
  - Where **You** fail to ensure the sums insured are adequate to represent the full value of the property insured in accordance with the General Conditions contained in this Policy Wording; or
  - Where **You** or **Your Family** fail to take all reasonable precautions to avoid injury, loss or damage or fail to take all practicable steps to safeguard **Your** property insured under this Policy from loss or damage; or
  - Where **You** fail to tell **Us** about any conversions, extensions or other structural work to the Buildings prior to commencement in accordance with the General Conditions contained in this Policy Wording; or
  - Where **We** reasonably suspect fraud; or
  - Where **You** are required by the terms of **Your Policy** to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests.

#### 7. Policy Fee

**We** reserve the right to apply a fee to **your** policy and retain this upon cancellation.

## General Exclusions applicable to the whole of this insurance

---

### (a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising directly or indirectly therefrom
2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:-

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### (b) War and Terrorism Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of:

1. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or 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.
2. Any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and /or 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 other purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

This endorsement also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and /or (2) above.

If we allege that by any reason of this exclusion any liability, loss, damage, cost or expense is not covered by this insurance, the burden of providing the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### (c) Wear and Tear, Maintenance, Breakdowns and Gradually Operating causes

We will not pay for any loss or damage caused by, arising out of or, contributed to by;

1. wear and tear, rusting or corrosion
2. wet or dry rot, fungus, mildew or any other gradually operating cause howsoever caused
3. frost (other than bursting of water tanks, pipes or appliances caused by freezing) atmospheric or climatic conditions (other than lightning, storm, flood or earthquake)
4. damage caused by cleaning, repairing, restoring, renovating or dyeing
5. the cost of maintenance and normal decoration
6. failure of double glazing seals
7. mechanical, electrical, or electronic computer failures or breakdowns or breakages
8. damage cause by assembling or dismantling of any apparatus
9. damage caused by chewing, scratching, tearing or fouling by domestic pets for which **you** are responsible
10. damage caused by vermin and insects

---

**(d) Electronic Data Exclusion Clause**

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising directly or indirectly therefrom;
2. any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from:-

- computer viruses, erasure or corruption of electronic data;
- the failure of any equipment to recognise correctly the data or change of date;

For the purposes of this exclusion “computer virus” means a corrupting instruction from an unauthorised source that propagates itself by a computer system or network.

**(e) Reduction in Value**

We will not pay for any reduction in market value of the property insured following repair or replacement paid for under this policy.

**(f) Deception**

We will not pay for any loss or damage suffered by **you** as a result of being deceived into knowingly parting with property unless it is only to your **home**.

**(g) Sonic Bangs**

We will not pay for loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic speed or supersonic speeds.

**(h) Existing and Deliberate Damage**

We will not pay for;

- any loss or damage occurring before cover starts or arising from an event before cover starts
- loss or damage caused deliberately by **you**

# Claims Conditions applicable to the whole of this insurance

---

## Your duties

In the event of a claim or possible claim under this insurance;

1. **you** must notify **us** as soon as reasonably possible giving full details of what has happened.
2. **you** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may reasonably require.
3. **you** must not proceed with repairs (other than emergency repairs necessary to limit damage) without **our** approval.
4. **you** must immediately forward to **us**, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
5. **you** must inform the Garda as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or loss of property.
6. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.  
If **you** fail to comply with any of the above duties this insurance may become invalid.

## How we deal with your claim

### 1. Defence of claims

**We** may

- 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.

### 2. Other insurance

**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 excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury (section two-H).

### 3. Fraudulent claims

If **you**, or anyone acting on **your** behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

## How to make a claim

If you wish to make a claim we can be contacted by writing to The Claims Department, Prestige Underwriting Services Limited, The Lanyon Building, 10 North Derby Street, Belfast, Co. Antrim BT15 3HL, or telephone 1890 882525. Our dedicated staff will be pleased to assist you.



## Section 1 - Buildings

What is covered	What is not covered
This insurance covers the <b>buildings</b> for loss or damage directly caused by	<b>We will not pay</b>
1. fire, smoke, lightning, explosion or earthquake	smoke damage from any gradually operating cause
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	<ul style="list-style-type: none"> <li>(a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one</li> <li>(b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences</li> <li>(c) for loss or damage caused by frost</li> <li>(d) for loss or damage caused by rising ground water levels</li> </ul>
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	<ul style="list-style-type: none"> <li>(a) for loss or damage by subsidence, heave or landslip caused by escape of water other than as covered under number 9 of section one</li> <li>(b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools</li> <li>(c) for loss or damage while the home is not furnished enough for normal habitation or is left unoccupied</li> <li>(d) for loss or damage due to corrosion or wear and tear</li> <li>(e) for loss or damage to walls, floors, ceilings or tiles caused by water leaking from shower units and baths through seals and grouting</li> </ul>
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	<ul style="list-style-type: none"> <li>(a) for loss or damage due to wear and tear or any gradually operating cause</li> <li>(b) for loss or damage caused by faulty workmanship</li> <li>(c) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in or is left <b>unoccupied</b></li> </ul>
6. theft or attempted theft	<ul style="list-style-type: none"> <li>(a) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in or is left <b>unoccupied</b></li> <li>(b) for loss or damage while the <b>home</b> is lent, let or sublet unless there is actual physical evidence of forcible and violent entry.</li> <li>(c) for loss or damage caused by <b>you</b> or your domestic staff</li> </ul>

## Buildings Con't

What is covered	What is not covered
This insurance covers the <b>buildings</b> for loss or damage directly caused by	<b>We will not pay</b>
7. collision by any vehicle or animal	for loss or damage caused by any insect, bird, vermin or domestic pet
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	(a) for loss or damage while the <b>home</b> is insufficiently furnished for normal habitation or is left <b>unoccupied</b> (b) for loss or damage by any person who is lawfully within the <b>home</b>
9. subsidence or heave of the site upon which the <b>buildings</b> stand or landslip	(a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event (b) for loss or damage to solid floors unless the external load bearing walls of the private dwelling are damaged at the same time by the same event (c) for loss or damage arising from faulty design, specification, workmanship or materials (d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law (e) for loss or damage caused by river or coastal erosion (f) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions (g) for loss or damage by the action of chemicals on, or the reaction of chemicals with any materials which form part of the <b>buildings</b> (h) for any loss or damage caused by bedding down of new structures or <b>settlement</b>
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	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 <b>premises</b> (b) for loss or damage to gates and fences

## Buildings Con't

What is covered	What is not covered
This section of the insurance also covers	<b>We will not pay</b>
<p>A) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> <li>fixed glass and double glazing (including the cost of replacing frames)</li> <li>solar panels</li> <li><b>sanitary ware</b></li> <li>ceramic hobs</li> </ul> <p>all forming part of the <b>buildings</b></p>	for loss or damage while the <b>home</b> is insufficiently furnished for normal habitation or is left <b>unoccupied</b>
<p>B) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> <li>domestic oil pipes</li> <li>underground water-supply pipes</li> <li>underground sewers, drains and septic tanks</li> <li>underground gas pipes</li> <li>underground cables</li> </ul> <p>which <b>you</b> are legally responsible for</p>	for loss or damage due to wear and tear or any gradually operating cause
<p>C) loss of rent due to <b>you</b> which <b>you</b> are unable to recover</p> <ul style="list-style-type: none"> <li>additional costs of alternative accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for</li> </ul> <p>while the <b>buildings</b> cannot be lived in following loss or damage that is covered under section one</p>	any amount over 10% of the sum insured for the <b>buildings</b> damaged or destroyed
<p>D) costs <b>you</b> have to pay for finding the source of any escape of water or oil from any fixed water tanks, apparatus, pipes or any fixed domestic heating installation</p>	More than d500 any one claim
<p>E) expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for</p> <ul style="list-style-type: none"> <li>architects', surveyors', consulting engineers' and legal fees</li> <li>the cost of removing debris and making safe the building</li> <li>costs <b>you</b> have to pay in order to comply with any Government or local authority requirements</li> </ul> <p>following loss or damage to the <b>buildings</b> which are covered under section one</p>	<p>(a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>(b) any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage</p>
<p>F) increased metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one</p>	more than d1270 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than d1270 in total

## Buildings Con't

What is covered	What is not covered
This section of the insurance also covers	<b>We will not pay</b>
G) anyone buying the <b>home</b> who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner	if the <b>buildings</b> are insured under any other insurance
H) fire brigade charges you have to pay as a result of fire damage to the buildings which gives rise to an admitted claim under 1 of section one	more than r3175 during the <b>period of Insurance</b> . If you claim for such loss under sections one and two we will not pay more than r3175 in total.
I) any loss or damage caused by the emergency services gaining access to the <b>premises</b> in the course of their duty to safeguard life or property	

### Accidental damage to the buildings

The following applies only if the **schedule** shows that Accidental Damage to the **buildings** is included.

What is covered	What is not covered
This extension covers the following accidental damage to the <b>buildings</b>	<p><b>We will not pay</b></p> <ul style="list-style-type: none"> <li>(a) for loss or damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section one</li> <li>(b) for the <b>buildings</b> moving, settling, shrinking, collapsing or cracking</li> <li>(c) for loss or damage while the <b>home</b> is being altered, repaired, cleaned, maintained or extended</li> <li>(d) for loss or damage to outbuildings and garages which are not of <b>standard construction</b></li> <li>(e) for loss or damage while the <b>home</b> is lent, let or sublet</li> <li>(f) for the cost of general maintenance</li> <li>(g) for loss or damage caused by moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause</li> <li>(h) for loss or damage arising from misuse, latent defect, faulty design, specification, workmanship or materials</li> <li>(i) for loss or damage from mechanical or electrical faults or breakdown</li> <li>(j) for loss or damage caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>(k) for loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks</li> <li>(l) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li> <li>(m) for damage caused by chewing, scratching, tearing or fouling by pets</li> <li>(n) for loss or damage while the <b>buildings</b> are <b>unoccupied</b> or not furnished enough to be normally lived in.</li> </ul>

## Conditions that apply to section one (buildings) only

---

### Special Condition - Unoccupied Homes

---

If the **Home** is to be left **Unoccupied** for more than 30 consecutive days or is a secondary or holiday **Home** and is to be left **Unoccupied** for more than 14 consecutive days:

- a) **We** will not pay the first €750 of each claim under causes 4 (escape of water from and frost damage to fixed water tanks, apparatus or pipes) and 5 (escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation) of this section.
- b) **You** must ensure that the mains water supply is turned off at the mains
- c) **You** or a responsible person must inspect the **home** internally and externally at least every 7 days. A record of these inspections must be kept and we must be able to inspect these records at any time.
- d) During the period from 1st October to 31st March each year **We** will not pay a claim under causes 4 (escape of water from and frost damage to fixed water tanks, apparatus or pipes) and 5 (escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation) unless:
  - i) The gas and or/electricity are turned off at the mains and all electrical appliances are unplugged/disconnected from the supply other than those needed to maintain the central heating and alarm systems.
  - ii) The water systems are turned off at the mains and water and heating systems drained.

You will not have to drain the water and heating system if:

- the **Home** has a gas or oil fired central heating system set to operate continuously for 24 hours of each day (not controlled by timing device)
- there is an adequate fuel supply to ensure that you can comply with this requirement
- the thermostat fitted to the central heating system is set to a minimum temperature of 55 degrees Fahrenheit (13 degrees Centigrade)
- the loft hatch, where fitted is left open.

---

### Settling claims

---

#### How we deal with your claim

---

1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
  - the **buildings** were in a good state of repair immediately prior to the loss or damage
  - the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their present form
  - the damage has been repaired or loss has been reinstated.

**We** will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
3. **We** will not pay:
  - the first €1270 of every claim for subsidence, heave or landslip
  - the first €750 of every claim under section 4 - escape of water from and frost damage to fixed water tanks, apparatus or pipes.
  - the first €250 of every other claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).

---

#### Your sum insured

---

4. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
-



- 
5. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.
- 

Limit of insurance

---

**We** will not pay more than the sum insured for each **premises** shown in the **schedule**.

## Section 2 - Contents

What is covered	What is not covered
This insurance covers the <b>contents</b> for loss or damage directly caused by	<b>We will not pay</b>
1. fire, smoke, lightning, explosion or earthquake	smoke damage from any gradually operating cause
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	(a) for property in the open (b) for loss or damage caused by frost (c) for loss or damage caused by rising ground water levels
4. escape of water from fixed water tanks, apparatus or pipes	for loss or damage while the <b>home</b> is insufficiently furnished for normal habitation or is left <b>unoccupied</b>
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	(a) for loss or damage due to wear and tear or any gradually operating cause (b) for loss or damage caused by faulty workmanship (c) for loss or damage while the <b>home</b> is insufficiently furnished for normal habitation or is left <b>unoccupied</b>
6. theft or attempted theft	(a) for loss or damage while the <b>home</b> is lent, let or sublet unless there is actual physical evidence of forcible and violent entry (b) any amount more than €3000 in respect of <b>contents</b> within detached domestic outbuildings and garages (c) for loss or damage while the <b>home</b> is insufficiently furnished for normal habitation or is left <b>unoccupied</b>
7. collision by any vehicle or animal	for loss or damage caused by any insect, bird, vermin or domestic pet
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	for loss while the <b>home</b> is insufficiently furnished for normal habitation or is left <b>unoccupied</b>
9. subsidence or heave of the site upon which the buildings stand or landslip	(a) for loss or damage following damage to solid floors unless the external load bearing walls of the private dwelling are damaged at the same time by the same event (b) for loss or damage arising from faulty design, specification, workmanship or materials (c) for loss or damage which but for the existence of this insurance would be covered under any contract or guarantee or by law (d) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions (e) for loss or damage by coastal or river erosion (f) for loss or damage by the action of chemicals on, or the reaction of chemicals with any materials which form part of the <b>buildings</b> (g) any claim for which compensation has been provided or would have been provided but for the existence of this policy, under any contract, legislation or guarantee (h) for any loss or damage caused by bedding down of new structures or <b>settlement</b> .

## Contents Con't

What is covered	What is not covered
This insurance covers the <b>contents</b> for loss or damage directly caused by	<b>We will not pay</b>
10. falling trees, telegraph poles or lamp-posts  This section of the insurance also covers	for loss or damage caused by trees being cut down or cut back within the <b>premises</b>  <b>We will not pay</b>
A) accidental damage to <ul style="list-style-type: none"> <li>• televisions, satellite decoders</li> <li>• audio and video equipment</li> <li>• radios</li> <li>• home computers, video cassette recorders all situated within the <b>home</b></li> </ul>	<ul style="list-style-type: none"> <li>(a) for loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling</li> <li>(b) for loss or damage to tapes, records, cassettes, discs or computer software</li> <li>(c) for mechanical or electrical faults or breakdown</li> <li>(d) more than €1270 for any one item of equipment</li> <li>(e) for loss or damage by insects, parasites, vermin or domestic pets</li> </ul>
B) accidental breakage of <ul style="list-style-type: none"> <li>• fixed glass and double glazing</li> <li>• <b>sanitary ware</b> forming part of the <b>buildings</b> which <b>you</b> are legally responsible for as a tenant and do not have other insurance for</li> <li>• mirrors</li> <li>• glass tops and fixed glass in furniture</li> <li>• ceramic hobs</li> </ul>	for the cost of repairing, removing or replacing frames
C) the <b>contents</b> , if these are not already insured, whilst they are temporarily out of the <b>home</b> against loss or damage directly caused by: <p>(i) any of the events insured under numbers 1-10 in section two while the contents are:</p> <ul style="list-style-type: none"> <li>• in any occupied private dwelling</li> <li>• in any buildings where you are living or working</li> <li>• in any building for valuation, cleaning or repair</li> <li>• in any furniture store</li> <li>• in any bank or safe deposit</li> </ul> <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the <b>contents</b> are being moved to your new <b>home</b> or to or from any bank, safe deposit or furniture store</p>	<ul style="list-style-type: none"> <li>(a) for <b>contents</b> outside the <b>Republic of Ireland</b></li> <li>(b) for <b>money, credit cards</b> or pedal cycles</li> <li>(c) any amount over 20% of the sum insured under section two for <b>contents</b> in a furniture store</li> <li>(d) any amount over €10,000</li> <li>(e) any amount over €3,000 for loss or damage to <b>contents</b> from a room in a school boarding house, college or university halls of residence accommodation</li> </ul>
D) up to twelve months rent <b>you</b> have to pay as occupier if the <b>buildings</b> cannot be lived in following loss or damage that is covered under section two	any amount over 10% of the sum insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed
E) costs of using other accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for if the <b>buildings</b> cannot be lived in following loss or damage that is covered under section two	any amount over 10% of the sum insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed

## Contents Con't

What is covered	What is not covered
This section of the insurance also covers	<b>We will not pay</b>
<p>F) <b>your</b> legal responsibility as a tenant for loss or damage to the <b>buildings</b> caused by loss or damage which is covered under section two</p>	<p>(a) any amount over 10% of the sum insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed</p> <p>(b) for loss or damage caused by fire, lightning or explosion to the <b>buildings</b> other than to the landlord's fixtures or fittings</p> <p>(c) for loss or damage arising from subsidence, heave or landslip</p> <p>(d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p> <p>(e) for loss or damage while the <b>buildings</b> are insufficiently furnished for normal habitation or are <b>unoccupied</b></p>
<p>G) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>which <b>you</b> are legally responsible for as tenant only</p>	<p>(a) for loss or damage due to wear and tear or any gradually operating cause</p>
<p>H) fatal injury to <b>you</b>, happening at the <b>premises</b> shown in the <b>schedule</b>, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:</p> <ul style="list-style-type: none"> <li>• €12,700 for each <b>insured</b> person over sixteen years of age,</li> <li>• €6350 for each <b>insured</b> person under sixteen years of age, at the time of death</li> </ul>	
<p>I) costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>home</b> following theft or loss of <b>your</b> keys</p>	any amount over €320 in total
<p>J) increased metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two.</p>	more than €1270 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than €1270 in total

## Contents Con't

What is covered	What is not covered
This section of the insurance also covers	<b>We will not pay</b>
K) birthday, Christmas, wedding or wedding anniversary presents bought by <b>you</b> but not yet given and wedding presents bought for <b>you</b> and kept temporarily in the <b>home</b>	<ul style="list-style-type: none"> <li>(a) for loss or damage or any proportion of loss or damage which <b>we</b> specifically exclude elsewhere under section two</li> <li>(b) more than €1270 in total during the <b>period of insurance</b></li> </ul>
L) fire brigade charges <b>you</b> have to pay as a result of fire damage to the contents which gives rise to an admitted claim under 1 of section two	more than €3175 during the <b>period of insurance</b> . If <b>you</b> claim for such loss sections one and two <b>we</b> will not pay more than €3175 in total.
<b>Accidental damage to contents</b>	
The following applies only if the <b>schedule</b> shows that accidental damage to <b>contents</b> is included.	
What is covered	What is not covered
<p>This extension covers</p> <p>accidental damage to the <b>contents</b> within the <b>home</b></p>	<p><b>We will not pay</b></p> <ul style="list-style-type: none"> <li>(a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section two</li> <li>(b) for damage to <b>contents</b> within garages and outbuildings</li> <li>(c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>(d) for damage caused by chewing, tearing, scratching or fouling by animals</li> <li>(e) for <b>money, credit cards</b>, documents or stamps</li> <li>(f) for damage to contact, corneal or micro corneal lenses</li> <li>(g) for damage while the <b>home</b> is lent, let or sub let</li> <li>(h) for damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause</li> <li>(i) for damage arising out of misuse, latent defect, faulty design, specification, workmanship or materials</li> <li>(j) for damage from mechanical or electrical faults or breakdown</li> <li>k) for damage caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>l) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li> <li>m) for damage arising from demolition, structural alteration or structural repair of the <b>Building</b></li> <li>n) for loss or damage while the <b>buildings</b> are <b>Unoccupied</b> or not furnished enough to be normally lived in</li> </ul>



## Conditions that apply to section two (contents) only

---

### Special Condition - Unoccupied Homes

---

If the **Home** is to be left **Unoccupied** for more than 30 consecutive days or is a secondary or holiday **Home** and is to be left **Unoccupied** for more than 14 consecutive days:

- a) **We** will not pay the first €750 of each claim under causes 4 (escape of water from and frost damage to fixed water tanks, apparatus or pipes) and 5 (escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation) of this section.
- b) **You** must ensure that the mains water supply is turned off at the mains
- c) **You** or a responsible person must inspect the **home** internally and externally at least every 7 days. A record of these inspections must be kept and we must be able to inspect these records at any time.
- d) During the period from 1st October to 31st March each year **We** will not pay a claim under causes 4 (escape of water from and frost damage to fixed water tanks, apparatus or pipes) and 5 (escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation) unless:
  - i) The gas and or/electricity are turned off at the mains and all electrical appliances are unplugged/disconnected from the supply other than those needed to maintain the central heating and alarm systems.
  - ii) The water systems are turned off at the mains and water and heating systems drained.

You will not have to drain the water and heating system if:

- the **Home** has a gas or oil fired central heating system set to operate continuously for 24 hours of each day (not controlled by timing device)
- there is an adequate fuel supply to ensure that you can comply with this requirement
- the thermostat fitted to the central heating system is set to a minimum temperature of 55 degrees Fahrenheit (13 degrees Centigrade)
- the loft hatch, where fitted is left open.

---

### Settling Claims

---

#### 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, based on the price we would replace with at **our** suppliers, for any article covered under section two. For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
  - the article is as close as possible to but not an improvement on the original article when it was new
  - **you** have paid or **we** have authorised the cost of replacement.The above basis of settlement will not apply to
  - clothes
  - pedal cycleswhere **we** will take off an amount for wear and tear and depreciation.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
3. **We** will not pay:
  - the first €750 of every claim under section 4 - escape of water from fixed water tanks, apparatus or pipes.
  - the first €250 of every claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).

---

#### Your sum insured

---

4. **We** will not reduce the sum insured under section 2 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
-

## Conditions that apply to section two (contents) only Con't

---

5. If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.
- 

Limit of insurance

---

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

## Section 3 - Accidents to domestic Staff

---

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

What is covered	What is not covered
<b>We will indemnify you</b>	<b>We will not indemnify you</b>
for amounts <b>you</b> become legally liable to pay including costs and expenses which <b>we</b> have agreed in writing, for <b>bodily injury</b> by an accident happening during the <b>period of insurance</b> anywhere in the world to <b>your</b> domestic staff employed in connection with the <b>premises</b> shown in the <b>schedule</b>	for <b>bodily injury</b> arising directly or indirectly <ul style="list-style-type: none"><li>• from any motorised or horsedrawn vehicle other than: domestic garden equipment used within the <b>premises</b>, and pedestrian controlled garden equipment used elsewhere</li><li>• from any communicable disease or condition</li><li>• in Canada or the United States of America after the total period of stay has exceeded 30 days during the <b>period of insurance</b></li></ul>

---

Limit of insurance

**We** will not pay more than €3,174,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## Section 4 - Legal Liability to the Public

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

This section applies in the following way:

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

What is covered	What is not covered
<b>We will indemnify you</b>	<b>We will not indemnify you</b> for any liability
<p>(i) as owner or occupier for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening at the premises during the <b>period of insurance</b>.</p> <p>OR</p> <p>(ii) as a private individual for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening anywhere in the world during the <b>period of insurance</b></p>	<p>(a) for <b>bodily injury</b> to</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person who at the time of sustaining such injury is engaged in <b>your</b> service</li> </ul> <p>(b) for <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition.</p> <p>(c) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person engaged in <b>your</b> service</li> </ul> <p>(d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days during the <b>period of insurance</b></p> <p>(e) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>(f) which <b>you</b> have assumed under contract and which would not otherwise have attached</p>

## Legal Liability to the Public Con't

	<b>What is not covered</b>
	<b>We will not indemnify you for any liability</b>
	<p>g) arising out of <b>your</b> ownership, possession or use of:</p> <p>i) any motorised or horsedrawn vehicle other than:</p> <ul style="list-style-type: none"> <li>• domestic gardening equipment used within the <b>premises</b> and</li> <li>• pedestrian controlled gardening equipment used elsewhere</li> </ul> <p>ii) any power-operated lift</p> <p>iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</p> <p>iv) any animal other than cats, horses, or dogs which do not belong to a breed or cross or a strain of any breed designated as dangerous under the Control of Dogs Act 1986 or any subsequent amendments</p> <p>h) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</li> <li>• reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</li> </ul> <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>i) arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b></p> <p>j) if <b>you</b> are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p>

### Limit of insurance

#### **We will not pay**

- in respect of pollution and/or contamination:- more than **€2,539,000** in all
- in respect of any other liability covered under section four:- more than **€2,539,000** 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 - Valuables and personal possessions

What is covered	What is not covered
This insurance covers	<b>We will not pay</b>
<p><b>valuables</b> and <b>personal possessions</b> listed in the <b>schedule</b> (or specification (s) attached) against physical loss or damage anywhere in the world</p>	<ul style="list-style-type: none"> <li>a) for damage caused by insect, vermin, domestic pets, wet or dry rot, fungus, atmospheric or climatic conditions, wear and tear or any gradually operating cause</li> <li>b) for damage from electrical or mechanical faults or breakdown</li> <li>c) any amount over €1000 for any one item (including articles forming a pair or set) unless stated otherwise in the <b>schedule</b> or the specification(s) attached to the <b>schedule</b></li> <li>d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>e) for damage to guns caused by rusting or bursting of barrels</li> <li>f) for breakage of any sports equipment whilst in use</li> <li>g) for any loss of or damage to contact, corneal or micro corneal lenses, hearing aids and dental appliances unless otherwise stated in the schedule or specification attached to the schedule</li> <li>h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under <b>your</b> personal supervision</li> <li>i) for mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the <b>schedule</b></li> <li>j) for theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant unless from a locked concealed luggage boot or closed glove compartment following forcible and violent entry to a locked vehicle. The most we will pay is €1500 per incident</li> <li>k) any amount over €2540 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during <b>your</b> absence from such rooms</li> <li>l) for loss or damage to motor vehicles, caravans, aircraft, watercraft, sailboards or surfboards</li> </ul>

## Conditions that apply to section five (valuables and personal possessions) only

---

### How we deal with **your** claim

---

1. **We** will at **our** option repair, replace or pay, based on the price **we** would replace with at **our** suppliers, for any article lost or damaged.
  2. If any insured item consists of articles forming a pair or set
    - **we** will not pay for the cost of replacing any undamaged article forming part of such pair or set.
    - **we** will not pay more than a proportion of the insured value of such pair or set.
  3. **We** will not pay:
    - the first €250 of every claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).
- 

### Your sum insured

---

4. If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim.  
For example if **your** sum insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement.

However, if **personal possessions** are lost or damaged away from the **home** we will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

---

### Limit of insurance

---

**We** will not pay more than the sum(s) insured shown in the **schedule**.

## Section 6 - Domestic freezer cover

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

What is covered	What is not covered
Section two of this insurance extends to cover  the cost of replacing <b>your</b> food in <b>your</b> fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	<b>We will not pay</b>  a) for loss or damage caused by any electricity or gas company cutting off or restricting <b>your</b> supply  b) for loss or damage due to the failure of <b>your</b> electricity or gas supply caused by a strike or any other industrial action  c) the first €250 of every claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).

Limit of insurance

**We will not pay more than r527 in total during the period of insurance**

## Section 7 - Pedal cycle cover

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

What is covered	What is not covered
Section two of this insurance extends to cover the following	<b>We will not pay</b>
<p>the cost of repairing or replacing <b>your</b> pedal cycles following:</p> <ul style="list-style-type: none"> <li>• theft or attempted theft</li> <li>• accidental damage anywhere in the <b>Republic of Ireland</b></li> </ul>	<ul style="list-style-type: none"> <li>a) for loss or damage to:               <ul style="list-style-type: none"> <li>• tyres,</li> <li>• lamps,</li> <li>• accessories,</li> </ul>               unless the cycle is stolen or damaged at the same time             </li> <li>b) for damage due to wear and tear or any gradually operating cause</li> <li>c) for damage from mechanical or electrical faults or breakdown</li> <li>d) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes</li> <li>e) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft</li> <li>f) the first €250 of every claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).</li> </ul>

Limit of insurance

**We will not pay** more than the sum insured shown in the schedule.

## Section 8 - Money and credit card cover

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

What is covered	What is not covered
Section five of this insurance extends to cover the following	<b>We will not pay</b>
<ul style="list-style-type: none"> <li>• theft or accidental loss of <b>money</b></li> <li>• any amounts which <b>you</b> become legally liable to pay as a result of unauthorised use following loss or theft of <b>your credit card(s)</b></li> </ul> <p>anywhere in the world, provided that</p> <ul style="list-style-type: none"> <li>• within 24 hours of <b>your</b> discovering any such loss or theft, <b>you</b> have notified the Garda/ police and, in the case of <b>credit card(s)</b>, the card issuing company; and</li> <li>• <b>you</b> have complied with all other conditions under which <b>your credit card(s)</b> were issued to <b>you</b></li> </ul>	<ul style="list-style-type: none"> <li>a) to make up any shortages due to error or omission</li> <li>b) for loss of value</li> <li>c) the first €250 of every claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).</li> </ul>

Limit of insurance

**We will not pay more than**

- in respect of loss or money:-  
more than €635 in total during the **period of insurance**
- in respect of credit cards:-  
more than €1270 in total during the **period of insurance**

## Section 9 - Caravan Cover

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

What is covered	What is not covered
<p><b>A: LOSS OR DAMAGE</b></p> <p>Section Two (contents) of this insurance extends to cover:</p> <ol style="list-style-type: none"> <li>1) the structure and fixtures and fittings of the caravan named in the schedule;</li> <li>2) contents contained within the caravan named in the schedule and outside gas cylinders;</li> </ol> <p>against physical loss or damage whilst anywhere in the United Kingdom or Republic of Ireland or whilst <b>you</b> are travelling in Europe, for up to a maximum of 60 days, during the <b>period of insurance</b>.</p> <p><b>We</b> will also pay reasonable costs, incurred with <b>our</b> consent, of removing the caravan to the nearest repairer and its redelivery to <b>your</b> home after repairs following loss or damage covered by this extension.</p>	<p><b>We</b> will not pay for:</p> <ol style="list-style-type: none"> <li>1 damage caused by moth, vermin, wear and tear or any gradually operating cause;</li> <li>2 damage from mechanical and electrical faults or breakdown;</li> <li>3 damage to tyres by road punctures, cuts or bursts;</li> <li>4 depreciation or loss of use;</li> <li>5 money and credit cards;</li> <li>6 theft or disappearance from the caravan whilst it is left unattended without an authorised occupant;</li> <li>7 valuables and cameras;</li> <li>8 the first €250 of each loss or damage sustained;</li> <li>9 loss or damage whilst loading or unloading from ships other than “drive on drive off” ships;</li> <li>10 breakage of articles of a brittle nature unless caused by accidents to the caravan;</li> <li>11 loss or damage whilst let for hire or reward; or when used as <b>your</b> permanent <b>home</b></li> <li>12 theft or disappearance of audio, and audio visual, equipment when the caravan is left unattended without an authorised occupant unless the doors and windows are closed and locked;</li> <li>13 theft of a trailer caravan when left unattended without an authorised occupant from any site unless the wheels are fitted with a clamping device;</li> <li>14 the first €300 of every claim arising out of loss or damage occurring when the caravan is left without an authorised occupant at any site.</li> </ol>

How **we** deal with **your** claim

If **you** claim for loss or damage to the caravan and/or its contents **we** will at **our** discretion repair, replace or pay for such item(s) which have been lost or damaged.

Limit of Insurance

**We** will not pay more than the sum(s) insured for the caravan and its contents named in the schedule.

## B: Legal liability to the public

---

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

What is covered	What is not covered
Section 4 Part (ii) (legal liability to the public) extends to cover <b>your</b> legal liability, as defined in that section, arising out of the ownership and use of the caravan, named in the schedule, by <b>you</b> or any relative or friend of yours who is using the caravan with <b>your</b> permission.	<b>We</b> will not indemnify <b>you</b> for any liability; <ol style="list-style-type: none"><li>1. whilst the caravan is attached to any vehicle for the purpose of being towed, or accidentally detached from the towing vehicle;</li><li>2. whilst the caravan is let for hire or reward;</li><li>3. whilst the caravan is outside the United Kingdom or Ireland.</li></ol>

---

### Limit of Insurance

**We** will not pay more than the limit stated in Section 4 of this insurance.

The cover provided by Part B of this extension is subject to all the exclusions of Section 4 [legal liability to the public] and to all the General Conditions, General Exclusions and Claims Conditions of this insurance.



## Section 10 – Legal Protection

---

Legal Protection provides:-

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

### Legal Protection - Assistance Helpline Services

---

#### Legal Helpline

You can use the helpline service to discuss any problem occurring under this policy within the Republic of Ireland.

Simply telephone **1890 868 000** and quote “**Prestige Underwriting Family Legal Expenses**”.

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

#### Lifestyle Counselling Helpline

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing. Counsellors and information specialists are also trained to help **You** with practical problems like debt.

You can access the Lifestyle Counselling Helpline on **+44 1452 623356** and quote “**Prestige Underwriting Family Legal Expenses**”.

#### Health and Medical Information service

This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support.

This helpline is open 24 hours a day, seven days a week.

Simply telephone **+44 1452 623356** and quote “**Prestige Underwriting Family Legal Expenses**”.

#### Cyber Support Helpline

You can call the helpline to talk about any problems **You** are having with **Your** personal electronics that **You** think are related to a cyber attack.

#### This includes:

- Immediate steps **You** should take in the event of a cyber attack
- What **You** can do to restore the device to the state it was in before the attack
- What **You** can do if **You** are subject to a Ransomware attack
- Advice on financial losses suffered as a result of a cyber attack

To access the Cyber Support Helpline please call **019 203 987** and quote ‘**Prestige Underwriting Family Legal Expenses**’.

## Section 10 – Legal Protection - Terms of Cover

---

This insurance is administered by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited (registered in England under number 1229676 at Market Square House, St James's Street, Nottingham NG1 6FG) up until the date the Insurer transfers this insurance to another **Insurer** authorised in the European Economic Area in order that the insurance may continue to be lawfully serviced following Brexit.

The **Insurer** currently intends to transfer this insurance to AmTrust International Underwriters designated activity company (registered in Ireland number 169384 at 6-8 College Green, Dublin 2, Ireland) pursuant to an insurance business transfer scheme under Part VII of the United Kingdom's Financial Services and Markets Act 2000. The Transfer is expected to take place on 31 July 2020, subject to the approval of the English High Court. The Transfer documentation and further information on the Transfer process, the Transfer date and the rights of policyholders is available at: [amtrusfinancial.com/amtrustinternational/legal/portfolio-transfers](http://amtrusfinancial.com/amtrustinternational/legal/portfolio-transfers).

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, **Advisers' Costs** payable by **Us** are limited to no more than **Our Standard Advisers' Costs**.

The insurance covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits** and
- 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**

## Legal Protection - Important Conditions

---

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

### Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

### Proportional Costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

### Duty of Disclosure

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

## Section 10 - Legal Protection – How to make a claim

---

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

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting <https://claims.arclegal.co.uk>.

Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

## Section 10 – Legal Protection – Definitions of words

---

Wherever the words or phrases below appear in **bold** print in the **Policy** they will have the meaning as defined below.

<b>Adviser</b>	<b>Our</b> specialist panel solicitors or accountants or their agents appointed by <b>Us</b> to act for <b>You</b> , or, and subject to <b>Our</b> agreement, where it is necessary to start court proceedings or a Conflict of Interest arises, another legal representative nominated by <b>You</b> .
<b>Advisers' Costs</b>	Legal or accountancy fees and disbursements incurred by the <b>Adviser</b> .
<b>Adverse Costs</b>	Third party legal <b>Costs</b> awarded against <b>You</b> which shall be paid on the standard basis of assessment provided that these <b>Costs</b> arise after written acceptance of a claim.
<b>Costs</b>	<b>Standard Advisers' Costs</b> and <b>Adverse Costs</b> .
<b>Conditional Fee Agreement/ Contingency Fee Agreement</b>	An agreement between <b>You</b> and the <b>Adviser</b> , or between <b>Us</b> and the <b>Adviser</b> which sets out the terms under which the <b>Adviser</b> will charge <b>You</b> , or <b>Us</b> for their own fees.
<b>Conflict of Interest</b>	Situations where <b>We</b> 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.
<b>Contract of Employment</b>	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
<b>Daily Rate</b>	An amount equal to 1/250th of either of the following: <ul style="list-style-type: none"><li>a) If <b>You</b> are employed, the average of the amounts shown on <b>Your</b> payslips from <b>Your</b> employer during the last 12 months (excluding bonus payments and overtime);</li><li>or</li><li>b) If <b>You</b> are self-employed, the monthly average of the income <b>You</b> declared to Revenue Commissioners for the previous tax year</li></ul>
<b>Data Controller</b>	The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.
<b>Data Protection Legislation</b>	The relevant <b>Data Protection Legislation</b> in force in the <b>Territorial Limits</b> at the time of the <b>Insured Event</b> .
<b>Employee</b>	An individual who has entered into or works under (or, where the employment has ceased, worked under) a <b>Contract of Employment</b> .
<b>Revenue Commissioners Audit</b>	An examination by the Revenue Commissioners of <b>Your</b> self-assessment return for income tax or capital gains tax.
<b>Identity Fraud</b>	A person or group of persons knowingly using a means of identification belonging to <b>You</b> without <b>Your</b> knowledge or permission with intent to commit or assist another to commit an illegal act.
<b>Insured Event</b>	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>Insured Incident</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

## Section 10 – Legal Protection – Definitions of words Con't

---

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.

In a claim arising from a Revenue Commissioners Audit, the Insured Event shall be deemed to be the date the Revenue.

Commissioners issue a formal notice to **You** notifying of an audit into **Your** non-business affairs.

### Insurer

This insurance is administered by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited (registered in England under number 1229676 at Market Square House, St James's Street, Nottingham NG1 6FG) up until the date the **Insurer** transfers this insurance to another **Insurer** authorised in the European Economic Area in order that the insurance may continue to be lawfully serviced following Brexit.

The **Insurer** currently intends to transfer this insurance to AmTrust International Underwriters designated activity company (registered in Ireland number 169384 at 6-8 College Green, Dublin 2, Ireland) pursuant to an insurance business transfer scheme under Part VII of the United Kingdom's Financial Services and Markets Act 2000. The Transfer is expected to take place on 31 July 2020, subject to the approval of the English High Court. The Transfer documentation and further information on the Transfer process, the Transfer date and the rights of policyholders is available at [amtrustfinancial.com/amtrustinternational/legal/portfolio-transfers](http://amtrustfinancial.com/amtrustinternational/legal/portfolio-transfers).

### Legal Action(s)

- a) The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance  
or;
- b) The defence of criminal prosecutions to do with **Your** employment.

### Maximum Amount Payable

The maximum payable in respect of an **Insured Event** is €50,000

### Period of Insurance

The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

### Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents.

### Territorial Limits

The Republic of Ireland.

### We/Us/Our

Arc Legal Assistance Limited.

### You/Your/Yourself

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance Adviser and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **Your** family member's resident with **You**. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to or out of **Your** death.

## Section 10 – Legal Protection - Cover

What is covered	What is not covered
<p>a) <b>Consumer Pursuit</b></p> <p>Costs to pursue a <b>Legal Action</b> following a breach of a contract <b>You</b> have for buying or renting goods or services for <b>Your</b> private use. The contract must have been made after <b>You</b> first purchased this insurance unless <b>You</b> have held this or equivalent cover with <b>Us</b> or another <b>Insurer</b> continuously from or before the date on which the agreement was made.</p>	<ul style="list-style-type: none"> <li>a) Where the amount in dispute is below €150</li> <li>b) Where the breach of contract occurred before <b>You</b> purchased this insurance</li> <li>c) Involving a vehicle owned by <b>You</b> or which <b>You</b> are legally responsible for</li> <li>d) Arising from a dispute with any government, public or local authority</li> <li>e) Arising from the purchase or sale of <b>Your</b> main home</li> <li>f) Relating to a lease tenancy or licence to use property or land</li> <li>g) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled</li> <li>h) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to <b>You</b></li> <li>i) Directly or indirectly arising from planning law</li> <li>j) Directly or indirectly arising from constructing buildings or altering their structure for <b>Your</b> use</li> </ul>
<p>b) <b>Consumer Defence</b></p> <p>Costs to defend a Legal Action brought against <b>You</b> following a breach of a contract <b>You</b> have for selling <b>Your</b> own personal goods. The contract must have been made after <b>You</b> first purchased this insurance unless <b>You</b> have held this or equivalent cover with <b>Us</b> or another <b>Insurer</b> continuously from or before the date on which the agreement was made.</p>	<ul style="list-style-type: none"> <li>a) Where the amount in dispute is below €150</li> <li>b) Where the breach of contract occurred before <b>You</b> purchased this insurance</li> <li>c) Involving a vehicle owned by <b>You</b> or which <b>You</b> are legally responsible for</li> <li>d) Arising from a dispute with any government, public or local authority</li> </ul>

## Legal Protection - Cover Con't

What is covered	What is not covered
<p><b>c) Personal Injury</b></p> <p>Costs to pursue a Legal Action following an accident resulting in Your personal injury or death against the person or organisation directly responsible.</p> <p>If the Legal Action is going to be decided by a court in England or Wales and/or the Republic of Ireland and the damages You are claiming are above the Small Claims Court Limit, the Adviser must enter into a Conditional Fee Agreement and/or a Fee Agreement (dependent on the jurisdiction) which waived their own fees if You fail to recover the damages that You are claiming in the Legal Action in full or in part. If the damages You are claiming are below the Small Claims Court Limit, Advisers' Costs will not be covered but You can access the Legal Helpline for advice on how to take Your case further.</p>	<ul style="list-style-type: none"> <li>a) Arising from medical or clinical treatment, advice, assistance or care</li> <li>b) For stress, psychological or emotional injury unless it arises from You suffering physical injury</li> <li>c) For illness, personal injury or death caused gradually and not caused by a specific sudden event</li> <li>d) Involving a vehicle owned or driven by You</li> <li>e) For Advisers' Costs associated with registering a claim or making an application to claim with the Personal Injury Assessment Board (PIAB)</li> </ul>
<p><b>d) Clinical Negligence</b></p> <p>Costs to pursue a Legal Action for damages following clinical negligence resulting in Your personal injury or death against the person or organisation directly responsible.</p>	<p>Claims for stress, psychological or emotional injury unless it arises from You suffering physical injury</p>
<p><b>e) Employment Disputes</b></p> <p>Standard Advisers' Costs to pursue a Legal Action in a dispute arising from a Contract of Employment You have entered into for Your work as an Employee.</p>	<ul style="list-style-type: none"> <li>a) Where the breach occurred within the first 90 days after You first purchased this insurance unless You have held equivalent cover with Us or another Insurer continuously for a period of at least 90 days leading up to when the breach first occurred</li> <li>b) For Standard Advisers' Costs of any disciplinary investigatory or grievance procedure connected with Your Contract of Employment or the Costs associated with any settlement agreement</li> <li>c) Relating solely or mainly to personal injury.</li> </ul>
<p><b>f) Property Infringement</b></p> <p>Costs to pursue a Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to Your main home.</p>	<ul style="list-style-type: none"> <li>a) Where the nuisance or trespass started within the first 180 days after You first purchased this insurance unless You have held equivalent cover with Us or another Insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started</li> <li>b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li> </ul>

## Legal Protection - Cover Con't

What is covered	What is not covered
<p><b>g) Property Damage</b></p> <p>Costs to pursue a Legal Action for damages against a person or organisation that causes physical damage to Your main home. The damage must have been caused after You first purchased this insurance.</p>	<p>a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</p> <p>b) In respect of a contract You have entered into</p> <p>c) Directly or indirectly arising from planning law</p> <p>d) Directly or indirectly arising from constructing buildings or altering their structure for Your use</p> <p>e) Directly or indirectly arising from:</p> <ul style="list-style-type: none"> <li>i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building</li> <li>ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground</li> <li>iii) Land slip meaning downward movement of sloping ground</li> <li>iv) Mining or quarrying</li> </ul>
<p><b>h) Tax</b></p> <p>Standard Advisers' Costs incurred to represent You throughout a Revenue Commissioners Audit relating to Your self-assessment tax return.</p>	<p>a) Relating to an off shore account held by You.</p> <p>b) In respect of the tax affairs of a company, or any claim if You in business partnership</p> <p>c) Any Revenue Commissioners Audit where You have not submitted a self-assessment tax return.</p>
<p><b>i) Personal Identity Fraud</b></p> <p>Costs arising from Identity Fraud:-</p> <p>a) To defend Your legal rights and/or take steps to remove judgments against You that have been obtained by an organisation from which You are alleged to have purchased, hired or leased goods or services. Cover is only available if You deny having entered in to the contract and allege that You have been the victim of Identity Fraud</p> <p>b) 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</p> <p>c) In order to liaise with credit referencing agencies and all other relevant organisations on Your behalf to advise that You have been the victim of Identity Fraud</p>	<p>a) Where You have not been the victim of Identity Fraud</p> <p>b) Where You did not take action to prevent Yourself from further instances of Identity Fraud following an Insured Event</p> <p>c) Where the Identity Fraud has been carried out by somebody living with You</p> <p>d) For 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</p>



## Section 10 - Legal Protection – General Exclusions

---

**1. There is no cover where:-**

- a) You should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- b) An estimate of Advisers' Costs of acting for You is more than the amount in dispute.
- c) Advisers' Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which We have given Our prior written approval.
- d) Your insurers repudiate the insurance policy or refuse indemnity

**2. There is no cover for:-**

- a) Claims over loss or damage where that loss or damage is insured under any other insurance.
- b) Claims made by or against Your insurance adviser, the Insurer, the Adviser, or Us.
- c) Any claim You make which is false or fraudulent or exaggerated.
- d) Defending Legal Actions arising from anything You did deliberately or recklessly.
- e) Costs if Your claim is part of a class action or will be affected by or will affect the outcome of other claims

**3. There is no cover for any claim directly or indirectly arising from:-**

- a) A dispute between You and someone You live with or have lived with.
- b) Your business trade or profession other than as an Employee.
- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases

**4. Privity of Contract**

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

## Secion 10 - Legal Protection – General Conditions

---

**You** must comply with these conditions to have the full protection of **Your** cover. If **You** do not comply with these conditions **Your** claim may be rejected or not fully paid.

### 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 Fraud**, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
- c) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- d) The **Adviser** will:-
  - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii) Keep **Us** advised of **Advisers' Costs** incurred.
  - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi) Attempt recovery of **Costs** from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **You** are responsible for all legal **Costs** and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal **Costs** and expenses already paid under this insurance will be reimbursed by **You**.
- i) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own **Costs**.

### 2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater 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

### 3. Proportionality

**We** will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

### 4. Disputes

If a complaint cannot be dealt with by the Financial Services and Pensions Ombudsman (see 'How to Make a Claim'), 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 Bar Council of Ireland may be asked to make a nomination of a barrister with suitable experience in insurance law. The arbitration will be binding and carried out under the Arbitration Act 2010. The **Costs** of the arbitration will be at the discretion of the arbitrator.

## Secion 10 - Legal Protection – General Conditions Con't

---

### 5. Disclosure

If You fail to disclose relevant information or You disclose false information in relation to this policy, We, or the broker, may:

- a. Cancel the contract and keep the premiums if the Disclosure Breach is deliberate or reckless
- b. Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the Disclosure Breach been known
- c. Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the Disclosure Breach been known
- d. Proportionately reduce the amount You are entitled to in the event of a successful claim if a higher premium would have been charged had the Disclosure Breach been known.

### 6. Fraud

In the event of fraud, We:

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

### 7. 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.

### 8. Cancellation

This cover is provided automatically as part of Your main insurance contract and cannot be cancelled in isolation. For details on how to cancel Your main insurance contract please contact Your insurance Adviser.

We may cancel the insurance by giving 14 days' notice in writing to You at the address shown on the schedule, or alternative address provided by You. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of You behaving inappropriately, for example:

- a) Where We have a reasonable suspicion of fraud
- b) You use threatening or abusive behaviour or language or intimidation or bullying of Our staff or suppliers
- c) Where it is found that You, deliberately or recklessly, disclosed false information or failed to disclose important information.

### 9. Laws of the Republic of Ireland

This contract is governed by the laws of the Republic of Ireland. The language for contractual terms and communications will be English.

## Secion 10 - Legal Protection – Privacy and Data Protection Notice

---

### 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** (“Legislation”). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit [www.arclegal.co.uk](http://www.arclegal.co.uk)

### 2. How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

### 4. Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 5. Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

### 6. Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer**, please see **website for full address details**.

## Section 10 - Legal Protection – Making a Complaint

---

### 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 straightaway. 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 has not been resolved plus an indication of when You will receive a final response. 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 You will receive a final response. After eight weeks, if You are unhappy with the delay, You may 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.

### Our contact details are:-

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel: (+44) 1206 615000  
Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

### The Financial Services and Pensions Ombudsman contact details:-

The Financial Services and Pensions Ombudsman  
Lincoln House,  
Lincoln Pl,  
Dublin 2,  
DO2 VH29  
Call: +353 1 567 7000 or Insurance Ireland on (01) 676 1820  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

## Section 10 - Legal Protection – Authorisation

---

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority in the United Kingdom. Their Firm Reference Number is 305958. Arc holds the appropriate passporting authority to conduct insurance mediation activities in the Republic of Ireland. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on +44 20 7066 1000.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. AmTrust Europe Limited holds the appropriate passporting authority to conduct insurance activities in the Republic of Ireland. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on +44 20 7066 1000.

## Section 11 – Home Emergency Assistance

---

This policy provides **You** with cover for an **Authorised Contractor** to undertake **Emergency Repairs** to secure the **Property** in an attempt to prevent further damage or loss occurring.

If **You** experience an **Emergency** within **Your** home please telephone 0818000444 available to **You** 24 Hours a day, 365 days a year. In the event of a **Catastrophe** event taking place, service times may be affected due to surges in demand and ability to provide **Emergency Repairs** may be restricted due to inaccessible/dangerous conditions.

The cover provided within this Home Emergency Assistance Policy is underwritten by MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland

This is an important document - please read it carefully and keep it in a safe place, as it outlines the details of **Your** Home Emergency Assistance cover.

### Definitions of words

---

The definitions below apply throughout **Your Policy**.

Wherever the words or phrases below appear in **bold** print in the **Policy** they will have the meaning as defined below.

**Authorised Contractor** – A tradesperson authorised in advance by **Us** to carry out repairs, who is contracted by **Us**.

**Breakdown** – A sudden and unforeseen mechanical or electrical malfunction which results in the unit or system no longer working.

**Call Out Charges** – The approved contractor labour charges and repair materials up to the **Limits of Cover** in the policy.

**Catastrophe** – A sudden and violent event that brings about great loss or destruction, i.e. natural disasters and/or severe weather conditions.

**Claim** – Any request for **Emergency** assistance, which **You** make under this policy.

**Emergency** – An **Emergency** is defined as an unforeseen or sudden occurrence which results in damage to **Your** domestic **Property** demanding immediate action to: (a) render the **Property** safe and/or (b) secure the building against further loss or damage.

**Emergency Repairs** – Work undertaken by an **Authorised Contractor** to resolve the **Emergency** by completing a **Temporary Repair** or, where possible within the **Limits of Cover**, a permanent repair.

**Insurer** – The Underwriter of this policy; namely MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. MAPFRE ASSISTANCE Agency Ireland having its registered office at Ireland Assist House, 22-26 Prospect Hill, Galway, Ireland. (Reg No 903874)

**Limits of Cover** – The maximum amount payable towards the cost of the assistance.

**Period of Insurance** – The period of cover specified in **Your** home insurance schedule.

**Property** – The place of residence named in the home insurance schedule, comprising private dwelling and attached garage used for domestic purposes in the Republic of Ireland but excludes outbuildings and unattached garages. This can include private residence, let residential **Property** or holiday home.

**Temporary Repair** – A repair that will resolve an **Emergency** but will need to be replaced by a permanent repair.

**We/Us/Our** – MAPFRE ASSISTANCE Agency Ireland, its representatives and **Authorised Contractors**.

**You/Your** – The person(s) who has benefit of this policy.

# Home Emergency Assistance - Cover

What Your Policy covers:	What Your Policy does not cover:
<p>a) <b>Plumbing and Drainage</b> The sudden or unexpected <b>Breakdown</b> of, or damage to, the plumbing and drainage system which will result in internal liquid damage to <b>Your Property</b>. This includes leaking pipes, blocked drains, water tanks, blockages in toilet waste pipes or leaking radiators.</p>	<p>a) more than €300.00 per Claim b) more than four assistances per Period of Insurance per policy.</p>
<p>b) <b>Electrical Supply</b> The sudden, unexpected <b>Breakdown</b> of the electricity supply (or one phase thereof) within <b>Your Property</b>.</p>	
<p>c) <b>Security and Glazing</b> The sudden or unexpected failure of, or damage caused to external locks, doors or windows only which has rendered <b>Your Property</b> insecure, including theft or loss of keys and/or broken external window glass.</p>	
<p>d) <b>Roofing</b> Damage to the roof of <b>Your Property</b> necessitating repair.</p>	
<p>e) <b>Primary Heating System</b> The complete failure or <b>Breakdown</b> of either the heating and/or hot water supply provided by the primary heating system in the <b>Property</b>.</p>	

## Home Emergency Assistance - Additional Cover

What Your Policy covers:	What Your Policy does not cover:
<p>a) <b>Alternative Accommodation</b> If <b>Your Property</b> is deemed uninhabitable, <b>We</b> will provide overnight accommodation for 4 people, at an establishment of <b>Your</b> choice.</p>	<p>a) when an <b>Emergency Repair</b> has not been carried out b) more than €50 per person or €200 per incident.</p>
<p>b) <b>Furniture Storage</b> If <b>Your Property</b> is deemed uninhabitable, and it is necessary to remove household furniture for security reasons, <b>We</b> will provide 7 days storage for <b>Your</b> furniture and transport to and from the security storage location up to a distance of 50km from <b>Your</b> home</p>	<p>a) more than €200 per incident</p>
<p>c) <b>Urgent Message Relay</b> When an <b>Emergency</b> occurs within <b>Your Property</b>, <b>We</b> will relay <b>two</b> urgent messages to a family member at home or abroad</p>	<p>a) more than two messages per incident</p>
<p>d) <b>Essential Information</b> If <b>You</b> need the telephone number of an essential service urgently, simply call the number above and <b>We</b> will provide the telephone number for the Hospital, Garda Station, Fire Brigade, 24 Hour Pharmacy or Transport Company.</p>	



# Home Emergency Assistance – General Conditions

---

The following conditions, which apply to the **Policy** as a whole, describe **Your** responsibilities, general information and the procedures that apply in certain circumstances. Failure to adhere to these conditions could make the **Policy** invalid or mean **We** may refuse to pay **Your Claim**:

- **You** must disclose to **Us** all facts or changes which might affect **Our** decision in accepting or declining to cover **Your** risk, even if these facts or changes have occurred since the **Policy** was inception/renewed.
- **You** must take reasonable precautions to protect and maintain **Your Property** and the services within it, keeping it in a good state of repair.
- If at the time of any **Claim**, another policy covers the incident, **We** will only pay **Our** rateable proportion regardless of what terms & conditions may apply to the other policy.
- It is a condition precedent to liability of the **Insurer** in respect of any **Property** which is Unoccupied for more than 60 consecutive days, that:
  - mains services are switched off and the water system is drained whenever the Buildings are vacated (unless electricity is needed to maintain any fire or intruder alarm system in operation)
  - a responsible person is to be appointed to supervise and check the **Property** in line with any conditions in **Your** buildings and/or Contents policy. These will be found on **Your** policy schedule.
  - accumulations of combustible materials such as junk mail are removed during inspection
  - the **Property** is secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms in operation
- Whilst **We** will consider **Your** wishes at all times, the service is provided at **Our** discretion and it might be necessary to provide an alternative means of assistance in certain circumstances.
- If **We** choose to set aside an exclusion, term or condition of this policy in order to accept a **Claim**, this will not prevent **Us** from relying on that exclusion, term or condition in the event of a future **Claim**.

## Section 11 – Home Emergency Assistance – General Exclusions

---

This **Policy** does not cover any **Claim** arising out of any of the following:

- Issues outside the **Property**, namely sheds, unconnected garages and other outbuildings
- Primary Heating Systems which have not been maintained in line with manufacturers specifications
- Issues within the **Property** which existed prior to inception of this policy
- Costs or Actions necessary to remediate the **Property** over the Limit of Cover
- The cost of any work, which was carried out without **Our** approval, including any cost relating to the attempted repair by **You** or **Your** own contractor
- When the work necessary for repair needs to be carried out in Inaccessible/Dangerous Conditions, i.e. roofing during gale force winds, internal spaces of height without suitable guard rails etc
- Any parts not supplied or chosen by **Us**. **Our Authorised Contractor** may still carry out the work using these parts but no liability will rest with **Us** as a result of a subsequent failure of these parts
- Normal day to day maintenance which should be carried out by **You** in **Your Property**
- Replacement of items within the **Property** which is necessitated as a result of normal wear and tear
- Any loss arising from subsidence, heave of the site or landslip
- Any loss or Damage arising as a consequence of:
  - War, terrorism, hostilities, civil unrest, act of foreign enemies or similar causes
  - Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste
  - Fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes
- Loss as a result of disconnection or interruption of public utilities services to **Your Property** which is not unique to **Your Property**
- Any investigative work, such as trace and access, which is required to solve the overall problem once the **Emergency Repairs** have been carried out
- Any incidents where the root cause of the problem emanates from a communal area that **You** do not have sole responsibility for

### Territorial Limits

Cover under this policy is restricted to properties located within the Republic of Ireland

### Jurisdictional clause

At all times, this agreement shall be governed by Irish law

---

# Home Emergency Assistance – Claim Conditions

---

## Making a Claim

Before requesting assistance and making a **Claim**, please check that the circumstances are covered by this Policy.

If **You** experience an **Emergency** at **Your Property** please telephone the **Emergency** helpline number quoting the following:

- **Property** address
- **Your** home telephone number
- **Your** policy number
- a description of the problem
- a telephone number where **You** can be contacted

**We** will then aim to arrange a suitable **Authorised Contractor** to visit **Your Property**, as agreed with **You** and the **Authorised Contractor**, to make an **Emergency** repair.

**WARNING:** **You** should contact **Your** supply company and/or the public **Emergency** services immediately if **You** have a major **Emergency** that puts someone in danger, which could result in personal injury or in serious damage to **Property**, such as a gas leak or a fire.

## Disputed Claims

If **You** are unhappy with a decision **We** have made **You** have the right to appeal. **You** must do this within 90 days of the **Claim** decision. If **You** would like to appeal, please write to: Customer Care Department, MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway.

## Complaints

For Complaints relating to the service received as a result of a Home Emergency Assistance **Claim**, **You** should telephone the Home Emergency Assistance Helpline on 0818000444 and ask for a supervisor or write to the Customer Service Department, quoting the nature of **Your** complaint to MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway and **We** undertake to respond to **You** within five working days of receipt of **Your** letter. **We** have not replied to **Your** complaint by then, **We** will send **You** an acknowledgement letter to keep **You** informed of progress. If the matter remains unresolved, **You** may contact:

- (a) the Financial Services and Pensions Ombudsman Bureau,  
3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29  
Tel: (01) 567 7000  
Fax: 01 662 0890  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

OR

- (b) Insurance Ireland's Insurance Information Service,  
5 Harbourmaster Place, IFSC, Dublin 1  
Telephone 01 676 1820  
Fax: 01 676 1943  
Email: [feedback@insuranceireland.eu](mailto:feedback@insuranceireland.eu)  
Website: [www.insuranceireland.eu](http://www.insuranceireland.eu)

Following this procedure does not affect **Your** legal rights.

# Home Emergency Assistance – Privacy and Data Protection Notice

---

We use **Your** personal data in the following ways:

- to provide **You** with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to **Our** agents who provide services on **Your** behalf under the terms of the policy;
- to confirm, maintain, update and improve **Our** customer records;
- to help in processing any applications **You** may make;
- to identify and market products and services that may be of interest to **You**, (subject to **Your** prior consent);
- to carry out studies of statistics and **Claim** rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults

We may share **Your** details with other companies within the MAPFRE group to support the administration of **Your** policy. We deal with third parties that **We** trust to treat **Our** customers' personal information with the same stringent controls that **We** apply ourselves.

Information which **You** supply to **Us** in connection with this policy will be held on **Our** computer records and stored according to the GDPR. **We** will not keep **Your** personal information for longer than necessary.

**You** are entitled on request to receive a copy of the personal information **We** hold about **You**. This will be information that **You** have given to **Us** during **Your** policy. If **You** would like a copy of **Your** information, please contact **Our** Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA Telephone: +44 (0) 1179 308926 Email: [dpo@mapfre.co.uk](mailto:dpo@mapfre.co.uk)

If **You** require more information in relation to how **We** process data and **Your** rights please contact **Us** at the address above.

# Endorsements

---

The following clauses apply only if they are mentioned in the **schedule**.

**1. Hotel and motel clause**

This insurance does not cover theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms.  
(This clause overrides exclusion K of Section five).

**2. Alarm clause**

This insurance does not cover theft:

- when **you** have left the **premises** without an authorised occupant,  
or
- at night, unless:
  - a) at all such times the intruder alarm has been put into full and effective operation, and
  - b) the intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with the installing company.

**3. Safe clause**

This insurance does not cover theft of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn.

**4. Keys clause**

This insurance does not cover theft of jewellery from safe(s) unless **you** have removed the keys of the safe(s) from the **home** while **you** are absent from the **premises**.

**5. Climatic conditions clause**

This insurance does not cover loss or damage caused by dryness, dampness, extremes of temperature or exposure to light.

**6. Musical instruments clause**

This insurance does not cover the breaking of strings, reeds or drumheads forming part of Musical instruments.

**7. Theft limitation clause**

This insurance does not cover theft or attempted theft from the **home** unless there is actual physical evidence of violent and forcible entry.

**8. Non-standard construction clause**

It is agreed that the private dwelling of the **home** is not of **standard construction**.

**9. Subsidence, heave or landslip exclusion clause**

Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in number 9 of sections one and two is not covered by this insurance.

**10. Flood exclusion clause**

Section one (**Buildings**) and section two (**Contents**) Peril 3 of this insurance do not cover any loss or damage caused by Flood.

It is hereby noted and agreed that storm and weight of snow cover is included but we will not pay for loss or damage:-

- (a) By the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam;
- (b) By the inundation from sea whether resulting from storm or not;
- (c) By the backing up of drains;
- (d) By subsidence, heave or landslip other than as covered under number 9 of section one
- (e) To domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences;
- (f) Caused by frost;
- (g) Caused by rising ground water levels.

## Endorsements – Con't

---

### 11. Contractors exclusion clause

It is hereby noted and agreed that the following restrictions in cover apply to the property named in the schedule whilst renovations works are being carried out:-

- (1) The property must be secured against unauthorised entry and be wind/weather proof when left **unoccupied**
- (2) This policy does not cover loss, damage or liability in respect of wiring
- (3) This policy does not cover loss, damage or liability arising directly or indirectly from the activities of contractors
- (4) The **insured** has a duty to ensure that:-
  - (i) The contractor shall appoint one of his employees who shall be responsible for safety and for seeing that precautions are taken.
  - (ii) It is warranted that no portable heaters are to be used.
  - (iii) The contractor or his appointed employee shall examine all property in the vicinity, including the area on the other side of any wall or partition, to ensure that no combustible material is in danger of ignition either directly or indirectly by heat.
  - (iv) The area shall be cleared of all movable and/or combustible materials to a reasonable distance of not less than five metres from the point of application of heat. Combustible materials which cannot be moved must be covered and fully protected by screens of non-combustible material.
  - (v) The contractor or his appointed employee shall work alongside the operative(s) using equipment and shall have available for immediate use at least one fire extinguisher.
  - (vi) The lighting of all blow lamps, blow torches, cutting equipment and any other equipment used for the application of heat shall be carried out strictly in accordance with the manufacture's instructions and no piece of lighted equipment shall be left unattended.
  - (vii) Gas cylinders not required for immediate use shall be kept outside the building in which the work is taking place and at least fifteen metres from the point of application of heat.
  - (viii) Upon completion of heat, a continuous examination for a period of one hour shall be made of the immediate vicinity of the work (within fifteen metres) and the area on the other side of any wall or partition, to ensure that there is no risk of fire.

The contractor should have a current public liability policy in force with at least a limit of €1,000,000.

### 12. Index-linking clause

The sums insured in section one (**buildings**) and section two (**contents**) will be indexed each month in line with the following:

Section one (**buildings**): The House Rebuilding Cost Index issued by the Department of Environment.

Section two (**contents**): The Consumer Price Index (household durables list) issued by the Central Statistics Office.

**We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

### 13. Business-use extension clause

In return for the payment of an extra premium section four A(i) extends to include **your** legal liability, as defined in that section, for using the **home** for the business purposes which are detailed in the **schedule**. However, **we** will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment.

### 14. Stamp clause

**We** will only pay up to 75% of the Stanley Gibbons valuation in respect of any stamps that are lost or damaged.

### 15. Your bank or building societies interest clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

## Endorsements - Con't

---

### 16. Protections clause

It is **your** duty to ensure that all protections provided for the security of the **home** and **contents**:

- are maintained in good working order, and
- are in full and effective operation whenever **you** are absent from the **premises**.

If **you** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

### 17. Unattended vehicles clause

This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.

# Notices

---

## **Notice to the Insured**

### **Payments**

Any money paid under this policy will be paid in euro in the republic of Ireland.

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

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

### **Irish Law**

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this Insurance shall be subject to Irish Law.

### **Privacy Notice – Prestige**

#### **Our details**

Prestige Underwriting Services (Ireland) Limited is the Data Controller for any personal information you supply to us. If you would like to speak to us about how we use your information you can contact us on (049) 437 1830 or contact us by writing to the Data Protection Officer, Prestige Underwriting Services (Ireland) Limited, Teach Chinn Aird, Ashe Street, Cavan.

#### **How we will use your information**

Your personal information may be used by Prestige Underwriting Services (Ireland) Limited for the following purposes that are necessary for the performance and management of your contract of insurance, to determine our underwriting and pricing strategies, for our legitimate interests as an underwriting agency and for compliance with any legal obligations.

- to make a decision whether we choose to accept or decline the proposed risk;
- to calculate your premium and policy terms;
- to service your policy;
- to maintain our records;
- to confirm your identity and to prevent fraud;
- to investigate and resolve any complaints;
- to deal with any claims you should submit under your policy;
- to verify the information you provide;
- to undertake internal quality monitoring and external audits;
- to carry out market research, pricing and underwriting strategies, statistical analysis and customer profiling;
- we may supply information to law enforcement agencies, our regulators and other statutory bodies when we believe it is necessary for the detection and prevention of crime and/or fraud and as otherwise required by or permitted by law.

#### **The information we receive**

We may obtain personal information from you directly or from someone you have authorised to supply personal information on your behalf, such as your broker. This information is necessary for the performance and management of your contract of insurance, for our legitimate interests as an underwriting agency and for compliance with any legal obligation. This information may consist of the following:

- your name, contact details (including home address, telephone number and e-mail address) and date of birth;
- all other personal information that is provided to your broker when completing an application for any policy, including (as necessary) any sensitive information (e.g. information about your health and/or previous convictions);
- details of all policies held with us including cover dates, any lapsed policies and cancellations;
- details of claims on policies held with us;
- your payment history relating to policies held with us.

If you are unable to supply the required information we may be unable to offer you insurance or continue with cover. We may also obtain information from third parties to confirm your personal data and verify claims information.

We retain information in line with provisions issued by our regulatory body, the Central Bank of Ireland, in order to manage your policy, deal with complaints and manage claims. We will only retain your personal data for as long as we are required by law.

#### **Disclosing other peoples information**

You should show this privacy notice to anyone whose information is disclosed to us with your policy information, you must also obtain their consent to share their information. You must ensure all information provided to us is correct and to the best of your knowledge.



## Notices - Con't

---

### **Fraud prevention and detection**

It is important that you take reasonable care when providing us with information and answer any questions honestly and to the best of your knowledge. Providing fraudulent or incorrect information could affect the price of your policy, result in your policy being cancelled and claims being rejected or not fully paid.

As a condition of your policy, it is important that you report all incidents which may or may not give rise to a claim to us.

In order to prevent and detect fraud we may (at any time) share information about you with other organisations and public bodies (including the police) and check and/or file your details with fraud prevention agencies and databases. If you give us false or inaccurate information and/or we suspect fraud, we will record this. We can provide any details required by us under a court order.

We and other organisations may also search these agencies and databases to: help make decisions about the provision and administration of insurance, credit and related services (for you and members of your household), trace debtors or beneficiaries, recover debt, prevent fraud, manage your insurance policies, check your identity for the purposes of preventing money laundering (unless you furnish us with other satisfactory proof of identity) and undertake credit searches or additional fraud searches. On request, we can supply further details of the databases we access or contribute to.

Any information shared by us can be used by other bodies in their decision making process, as can information shared from other bodies be used in our decision making process.

### **Call recording**

Telephone calls with us may be recorded for training, monitoring, audit requirements, quality assurance purposes and fraud prevention and detection. Call recordings may also be supplied to third parties or your insurer as shown on your schedule if they request a call recording in order to investigate a claim, complaint or suspected fraud which we have made them aware of.

### **Transfer to 3rd parties and outside the EU**

In order to deliver our services to you, we may use third party processors (for example credit searches and fraud prevention agencies). Such processing is conducted under contract and we ensure that appropriate data protection and information security assurances are provided.

We may also share your information with an authorised third party supplier appointed by us during a claim, for example a loss adjustor, recovery agencies or approved repairer in order to assist with your claim or provide repair/replacement services. We will only share the information required by the third party and will ensure that appropriate data protection and information security assurances are in place.

In circumstances where we may need to process some of your information using third parties located in countries outside of the European Union, we will take all necessary steps to ensure it is adequately protected. This includes ensuring there is an agreement in place with the third parties which provides the same level of protection as required by the data protection regulations in the EU.

### **Your rights**

You have the right to access or obtain copies of the personal information held about you by us. A response to your request will be provided to you within one calendar month of us receiving a valid request.

You have the right to restrict processing of inaccurate information and request that we correct any inaccuracies in the information held about you. You may also have the right to erasure of data in certain circumstances.

Where we hold or process data on the basis of your consent you have the right to withdraw that consent.

You have the right to withdraw your consent for your information being used for market research, pricing strategies, underwriting strategies, statistical analytics and customer profiling.

If you wish avail of these rights please write to the Data Protection Officer, Prestige Underwriting Services (Ireland) Limited, Teach Chinn Aird, Ashe Street, Cavan or call us on (049) 437 1830 for more information.

### **The Data Protection Commissioner**

You can find more details about data protection from the Data Protection Commissioner's Office at <https://www.dataprotection.ie/docs/Home/4.htm> . You can also contact the Data Protection Commissioner if you believe we have not complied with our obligations.

### **Privacy Notice - AmTrust**

#### **1. Data Protection**

We are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **our** website at [www.amtrusteurope.com](http://www.amtrusteurope.com)

#### **2. How We Use Your Personal Data and Who We Share It With**

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or



## Notices - Con't

---

which **We** feel may interest **You**. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

### 4. Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

### 5. International Transfers of Data

**We** may disclose **Your** personal data to destinations outside the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

### 6. Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

### 7. Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements. If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

### Enquiries and Complaints

Any enquiry or complaint should be addressed in the first instance to **your broker**.

Prestige Underwriting Services (Ireland) Ltd aim to provide a first class service at all times, however, if you have any complaint regarding the standard of service you have received under your policy, the following procedure is available to you to resolve the situation. In the first instance please, contact:

The Customer Service Manager  
Prestige Underwriting Services (Ireland) Ltd.  
Lanyon Buildings  
10 North Derby Street  
Belfast BT15 3HL  
Telephone: 048 9035 5585  
email: [complaints@prestigeunderwriting.co.uk](mailto:complaints@prestigeunderwriting.co.uk)

**We** will acknowledge your complaint advice within 5 working days of the date of receipt. The majority of complaints can be resolved quickly, but occasionally we may need to make more detailed enquiries. If this is likely, we will write to you to keep you updated of the investigations. The aim is to resolve the complaint to your satisfaction and we will send you a Final Response within 8 weeks of your complaint.

If **you** remain dissatisfied with the outcome or **we** are unable to resolve your complaint within 40 days, **you** have the right to refer **your** complaints to the Financial Services and Pensions Ombudsman for investigation.

The Financial Services and Pensions Ombudsman can be contacted at:  
Address: Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Telephone: (+ 353) 1 5677000.  
Email: [info@fspo.ie](mailto:info@fspo.ie)

Referral to the Financial Services and Pensions Ombudsman will not prejudice **your** right to take subsequent legal proceedings.

In all communications the policy/certificate number appearing in line one of the **schedule** should be quoted.



# PRESTIGE

UNDERWRITING SERVICES (IRELAND) LTD

PARTNERSHIP IS THE BEST POLICY

**24 HOUR REPORTING LINE 1890 88 25 25**

You can call our claim reporting line anytime, day or night. We are on hand 24 hours a day, 365 days a year, to take notification of any new claim and assist you in an emergency.

Your policy will be underwritten by AM Trust International Underwriters and administered on their behalf by Prestige Underwriting Services (Ireland) Limited.

Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland. Registered in Ireland. Company Registration Number 119908. Registered address: Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Co. Cavan, H12 PF67.

HSPW070920

