



home policy



service, stability, security

Householder's Insurance Policy

Please read this insurance document carefully to make sure it meets your needs.
Keep this insurance document in a safe place.

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This Policy is arranged and administered by KennCo Underwriting Ltd
on behalf of the Insurer(s) named in the *Schedule*.

02/2012

KennCo Underwriting Ltd

is registered in Ireland No. 0454673

Registered Office:

Suite 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.

Authorised and Regulated by The Central Bank of Ireland.

RSA Insurance Ireland Limited

which is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin16

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Welcome

Introduction to Your Insurance Policy

This is **your** insurance policy. It is a contract of insurance between **you** and **us**, and is made up of this policy booklet, **your schedule** and any **endorsement** applying to **your** insurance policy. It is based on the information and statements **you** have provided to **your broker** or the information that was given on **your** behalf when **you** applied for this insurance. **You** should keep it in a safe place.

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

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

It is important that **you** read **your** policy booklet together with **your** schedule very carefully. Please read the whole document. 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.

If any details are incorrect or if it does not provide the cover **you** need **you** should return the **schedule** to **your broker** immediately.

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** may incur for accidents happening during the period shown in the **schedule**.

Failure to pay **your** premium within the timescales advised to **you** by **your broker** may render **your** policy invalid from its inception.

Your Cancellation Rights

You will for a period of 14 days from the date **you** receive **your** insurance policy, have the right to cancel this policy and receive a full refund of any premium **you** have paid to **us**, although **we** reserve the right on refunding any premium paid to **us** if **you** have made a claim under this policy.

To exercise **your** right to cancel, contact **your broker** who arranged this cover for **you**. Please be aware that **your broker** may charge a fee for work completed on **your** behalf.

Cancellation Clause

1. **We** can cancel this insurance by giving **you** 14 days' notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim. **We** reserve the right on refunding any premium paid to **us** if **you** have made a claim under this policy.
2. **You** can also cancel this insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim. **We** reserve the right on refunding any premium paid to **us** if **you** have made a claim under this policy.

Our Service to You

Our aim is to provide **you** our customer with first class service at all times. **Your** view of the service **we** give **you** is very important to **us** and **we** welcome your comments on any aspect of the way **we** do things.

When **we** make a mistake or **we** do not meet **your** expectations **we** want to hear about it, because it provides **us** with the opportunity to improve **our** service. If **you** want to make a complaint, please follow the Complaints Procedures outlined in the **Schedule**. **We** will investigate it promptly because when things go wrong, solving the problem is a priority for **us**.

Law applicable to Contract

The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. This insurance contract will be governed by Irish law.

Insurance Act 1936 (or future amendments thereto)

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

Finance Act 1990 (or future amendments thereto)

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

Choosing the Right Levels of Cover

Adequate insurance for your circumstances

How much to insure for

It is **your** responsibility to make sure that the amount **you** insure under **your** policy represents the full value of the property concerned. **You** will find these amounts (“sum insured”) for which **you** are insured in **your schedule**.

For **buildings**, this means the full cost of rebuilding **your home** including fixtures and fittings, any outbuildings and external structures like walls and fences, plus an amount for any extra charges that could be involved in rebuilding such as demolition costs, architects’ and surveyors’ fees and meeting the requirements of local authorities. Please note that the cost of rebuilding **your home** may be different from the market value of **your home**.

For **contents** this means the full cost of replacing all **your** belongings within the **home** at current prices (apart from television sets, DVD players, camcorders, videos, record players, compact disc players, video recorders, home computers, laptop computers, game consoles including CD’s, tapes, records and software and similar equipment over one year old and clothing and household linen, where **we** may make a deduction for wear and tear and loss in value). Any **valuables** worth over €1500 must be specified on the **schedule**.

For **personal effects** this means the full cost of replacing as new items that **you** could easily carry about on **your** person or be conveyed by hand, including **jewellery**, watches, mobile phones, laptop computers, handbags, clothing and other **personal effects**. Laptop computers and any **personal effects** worth over €1000, which are temporarily removed from the **home**, must be specified on the **schedule**.

It’s important that **you** insure for the full amount as these “sums insured” represent the maximum that **we** will pay in the event of a claim.

If **you** have any doubt on the adequacy of the amount **you** are insured for under this policy **you** should immediately consult with **your broker** who will assist **you** in ascertaining adequate amounts for the property concerned.

Definitions

Wherever the following words appear in **bold** in this insurance policy they will have the meanings shown below:

accidental damage - unintended damage caused by sudden and unexpected external means

asbestos - shall mean crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

asbestos dust - shall mean fibres or particles of **asbestos**

bodily injury - death or physical trauma

buildings - the permanent structure of **your home**; including permanently installed fixtures, fittings, decorations, domestic fixed oil-tanks, tennis courts, swimming pools, walls, gates fences, paved paths and terraces, patios and drives – all situated on the same site at the address specified on the **schedule** which **you** own or for which **you** are legally responsible

Pool covers, satellite dishes, aerials and masts are deemed to be **contents** and are excluded (covered under the **contents** section)

computer(s) - Any desktop or laptop and any connected (physically or by wireless) peripheral device **BUT EXCLUDING**

• any **games and/ or multimedia console**

computer virus - a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

Computer virus includes but is not limited to ‘Trojan Horses’, ‘Worms’ and ‘Zombies’

consequential loss - any further loss of any kind that may arise due to, or as a result of, loss or destruction of or any damage to any property whatsoever

contents - household goods, personal possessions and tenant’s fixtures and fittings (**your** fixtures and fittings if **you** do not own the **building** or **you** are not responsible for insuring the **building**) at **your premises** all belonging to **you** or for which **you** are legally responsible, including

- **contents** in domestic outbuildings and garages; but not exceeding any amount over €3000 or 3% of the sum insured for **contents** (whichever is the greater) in total with a maximum limit any one article of €1000 unless agreed otherwise by **us** and specified on the **schedule**
- homeworking office equipment, but not exceeding €5000 in total with a maximum limit any one item of €1000
- **money** up to €650 in total
- **credit cards** up to €900 in total
- **personal effects** (excluding **money**) of persons visiting **you** with **your** consent up to €300 per person, provided that such effects are not otherwise insured by the visitor or guest
- property in the open including garden furniture, garden machinery, permanently fixed statues and ornaments, pool covers and other similar articles which are normally kept outdoors, but within the boundaries of your home; up to €2500 in total with a maximum limit any one article of €500 (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to **your home**)
- radio and television aerials, satellite dishes and their fittings and masts which are attached to **your home**
- **valuables**; but not exceeding €1500 in respect of any one item/ set or collection unless specified otherwise on the **schedule**
- **jewellery**; up to 10% of the **contents** sum insured as shown on the **schedule** but not exceeding €1500 any one item/ set or collection unless agreed otherwise and specified on the **schedule**

BUT EXCLUDING

- motorised vehicles including motorcycles, other than:
 - motorised domestic gardening equipment, golf carts, models and toys;
 - vehicles designed to assist disabled persons which are not registered for road use;
- caravans, trailers and non-motorised horse boxes;
- aircraft or anything for manned flight;
- watercraft other than non-motorised dinghies, canoes, kayaks, surfboards, windsurfers;
- accessories or parts for, and whilst in or on any of the above listed "bullet points";
- any animal or living creature;
- any part of the **buildings**;
- property and tools held for business purposes other than **homeworking office equipment** up to €5000;
- property insured by any other section of this policy or otherwise more specifically insured;
- Rifles and Handguns

credit cards - credit cards, charge cards, debit cards, bankers cards and cash dispenser cards

electronic data - facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

endorsement - a change in the terms and conditions of this insurance policy agreed by **us** in writing

excess - the first monetary amount of a claim which **you** are required to pay, shown on the **schedule**, after the final agreed value of the claim has been established

family - any of your **family** members (including adopted children, step-children and foster children), fiancé(e)s, cohabiters or partners.

Family does not include boarders, lodgers, paying guests or tenants

flood - any inundation of water, such as, from river, lakes and sea or from artificial watercourses such as drains and sewers or from overland flow.

Examples of **floods** include (but are not limited to):

Sewers backing up and water or sewage entering property through drains and toilets; Temporary rise in ground water levels; Heavy rain causing flash flooding; Water running off third party land; River bursting its banks

games and/ or multimedia consoles - any console (including portable and handheld) used for the purpose of gaming and/ or streaming/ playing media (visual and/or audio)

garden - the ground adjoining **your home** and within the **premises** named in the **schedule** which is used solely:

- for growing flowers, plants, trees, shrubs, fruit and vegetables in a private capacity
- as a place of recreation

BUT EXCLUDING

- fields
- woods
- paddocks

ground heave - the upwards expansion of the ground resulting in damage to the building or foundations

home - **your** private dwelling of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**

homeworking office equipment - any **computer**, office equipment or furniture used for or in connection with **your** business or profession

jewellery - including but not limited to watches, items containing gemstones, gold, silver or other precious or semi-precious metals or stones, or articles composed wholly or in part of any of them

occupant - a person or persons authorised by **you** to stay in the **home** overnight

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 belonging to **you** or for which **you** are legally responsible and held by **you** for private or domestic purposes

period of insurance - the length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium

personal effects - clothing, **jewellery**, furs, baggage, sports equipment, musical instruments, portable **computers** and **games and/ or multimedia consoles**, mp3 players, binoculars, telescopes, cameras, and other similar items of a personal nature normally worn, used or easily carried and conveyed by hand by **you** in **your** daily life which **you** own or for which **you** are responsible

BUT EXCLUDING

money, credit cards, securities, car keys, car alarm controls, pedal cycles, rifles and handguns

premises - the insured address which is named in the **schedule**

sanitary ware - washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels

schedule - the **schedule** forms part of this insurance contract and contains details of the **premises** and sums insured to be covered; the **period of insurance**, the sections of this insurance covered, along with any additional endorsements, warranties and conditions which may apply where necessary

settlement - the vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the weight of the building

standard construction - unless otherwise stated on the **schedule**, the main premises of the **home** must be built of brick, stone or concrete, and roofed with slates, tiles, concrete or metal, except that up to 20% of the total roof area (excluding garages) may be bituminised felt or similar permanent deck

subsidence - the downward movement within the ground independent of the building load

territorial limits - the 'territorial limits' will include the Republic of Ireland, Northern Ireland, England, Wales, Scotland, the Isle of Man and the Channel Islands and journeys between these countries

unoccupied - the property is deemed **unoccupied** when it has not been lived in for more than 30 consecutive days

valuables - art, furs, antiques and collectibles of particular value due to their age, style artistic merit or collectability including:
furniture, pictures, paintings, **jewellery**, porcelain, china, glass and items of a brittle nature, gold, silver or gold and silver plated items, stamps and coin collections; and collections or sets of objects whose value lies in the existence of the collection or set rather than in an individual item of it

we / us / our / insurer - RSA Insurance Ireland Ltd.

you / your / insured - the person or persons named in the **schedule** and all members of their **family** who permanently live in the **home**

your broker - the insurance broker who placed this insurance on **your** behalf

General Conditions Applicable to the Whole of this Insurance (see also claims conditions)

Fraud

If **you** or anyone acting for **you** makes a claim which is false or fraudulent (including exaggerating or inflating a claim or submission of forged or falsified documents) in any way the policy shall become void and all claims under it shall be forfeited.

Misrepresentation

This policy will be voidable in the event of misrepresentation, mis-description, or non-disclosure of any material facts i.e. 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.

Mortgagee Clause

The interest of a mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor (or occupier of the **buildings** whereby the risk of loss or damage is increased without the authority or knowledge of the mortgagee, provided the mortgagee shall, immediately on becoming aware thereof, give notice in writing to **your broker** and on demand pay such additional premium as **we** may require.

Your Duties

1. **You** must ensure that the information provided to **your broker** is correct and **you** have revealed all facts which might affect **our** decision to accept this insurance or any terms of this insurance.
2. **You** must take all reasonable steps to prevent or minimise loss, damage, injury or accidents and keep the **buildings** and all other services at the **premises** specified in the **schedule** in a good state of repair.
3. **You** must tell **your broker** immediately if any of the information which **you** have given **us** about **you** or **your** property changes.
When **we** receive this notice **we** have the option to change the conditions of this insurance, but **we** will notify **you** of any changes.
4. **You** must tell **your broker** immediately if **you** stop using the **home** as **your** permanent private residence; regularly leave the **home** unattended by day or by night; or leave the **home** without an **occupant** for more than 30 consecutive days.
When **we** receive this notice **we** have the option to change the conditions of this insurance, but **we** will notify **you** of any changes.
5. **You** must tell **your broker** 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, but **we** will notify **you** of any changes.
6. 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 any liability under this Policy.

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

Data Protection Act

The information provided will be treated in confidence and in compliance with the Data Protection Acts 1988 and 2003. By accepting **your** insurance policy **you** consent to KennCo Underwriting Ltd and RSA Insurance Ireland Ltd using the information **we** may hold about **you** for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about **you** where this is necessary (for example health information or criminal convictions). This may mean **we** have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than **you, you** must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to **us** and its use by **us** as set out above. **You** have the right to apply for a copy of **your** information (for which **we** may charge a small fee) and to have any inaccuracies corrected.

General Exclusions Applicable to the Whole of this Insurance

1. **Radioactive Contamination and Nuclear Assemblies**

We will not pay for any loss or damage or legal liability or any other claim directly or indirectly caused by or contributed to by or arising from:

- i) ionising radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- ii) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2. **War, civil war and confiscation**

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

3. **Sonic Bangs**

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

4. **Gradually Operating Cause**

We will not pay for any loss or damage due to any gradually operating cause including but not limited to wear and tear, moth, vermin, infestation, corrosion, rust, oxidation, warping, shrinkage, damp, wet or dry rot, mould or frost.

5. **Market Value**

We will not pay for any loss in market value of any property following its repair or reinstatement.

6. **Terrorism**

We will not pay for any loss, destruction or damage to any property; any cost or expense; any legal liability of whatsoever nature; or death or injury to any person; directly or indirectly contributed to by or arising from Biological, Chemical and/or Nuclear contamination due to or arising from:

- (a) terrorism; and or
- (b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of any person or group(s) of persons, whether acting alone

or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of this exclusion contamination means the contamination, poisoning or prevention, and/ or limitation of the use of objects due to the effects of Biological, Chemical and/or Nuclear substances.

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

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

7. **Pollution and Contamination**

We will not pay for any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This exclusion does not apply if such loss or damage arises out of one or more of the following perils: fire, lightning, explosion, impact of aircraft, vehicle impact, accidental escape of water from any tank apparatus or pipe, riot, escape of oil from a domestic oil installation at **your home**, civil commotion, malicious damage, storm, hail, **flood**, inundation, earthquake, landslide, **subsidence**, pressure of snow, avalanche, volcanic eruption.

8. **Data Exclusion**

We will not pay for any loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to **computer virus**) and loss of use, reduction in functionality or productivity, cost, or expense of whatever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However in the event of a fire or explosion resulting from any matter described above, this insurance will cover physical damage occurring during the policy period to the property insured by this policy caused by such fire or explosion.

Should **electronic data** processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **electronic data** from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **electronic data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such **electronic data** to the Insured or any other party, even if such **electronic data** cannot be recreated, gathered or assembled.

9. **Date Recognition**

We will not pay for loss or damage, **consequential loss** or legal liability directly or indirectly caused by or contributed to, by or arising from any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise correctly any date change.

10. **Theft or Wilful damage**

We will not pay for any act of theft, or wilful and deliberate or malicious damage by **you** or members of **your family**, or by any **occupant**, tenant or sub-tenant of **yours** or any member of such tenant's or sub-tenant's **family**.

11. **Pre-existing damage**

We will not pay for any loss or damage occurring before the start date of the first **period of insurance**.

12. **Faulty Design/ Workmanship**

We will not pay for any loss or damage arising from faulty design, specification, workmanship or materials.

13. **Other Insurances**

We will not pay for any loss or damage to property more specifically covered by another policy of insurance. This clause does not apply to fatal injury (Section two-K).

14. **Fees**

We will not cover fees incurred in the preparation of any claim.

15. **Consequential Loss**

We will not cover **consequential loss** or damage of any kind except as set out in this Policy.

16. **Business, Trade or Professional Use**

We will not cover any property held in connection with any business, trade or professional purpose other than **home office equipment** as referred to within the definition of **contents**.

17. **Pyrite Exclusion**

We will not pay for any loss or damage or **consequential loss** arising directly or indirectly from materials containing pyrite.

Section one

Buildings

This part of the policy sets out the cover **we** provide for the **buildings** of **your home**, at **your premises** if this section is shown on **your schedule**.

| What is covered loss or damage to your buildings resulting from: - | What is not covered (see also General Exclusions) We will not pay: - |
|---|---|
| 1. fire, lightning, explosion or earthquake | a) the excess in the schedule |
| 2. storm, flood or weight of snow | a) the excess in the schedule b) for loss or damage caused by subsidence, ground heave or landslip c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates, hedges and fences d) for loss or damage caused by weight of snow to gutters, garages and outbuildings e) the first €500 of each and every weight of snow loss |
| 3. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously (including malicious acts and vandalism) | a) the excess in the schedule b) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us) c) for loss or damage caused by your tenant, guest or visitor d) for loss or damage to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, driveways, footpaths, swimming pools, lawns, trees, shrubs and plants |
| 4. escape of water from and frost damage to fixed water tanks, apparatus or pipes, (including but not limited to washing machines, domestic fish tanks and dishwashers) | a) the excess in the schedule b) for loss or damage caused by subsidence, ground heave or landslip c) for loss or damage to swimming pools d) damage to the apparatus from which the water escapes e) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us) f) for loss or damage resulting from escape or overflow of water from gutters g) for any expenses should you retain any experts or contractors other than those carrying out emergency works without our express consent, the engagement of these contractors or experts will at all times be subject to our approval and we reserve the right to select experts from our own panel |

| | |
|---|--|
| 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 | a) the excess in the schedule b) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us) c) damage to the apparatus from which the oil escapes d) for any expenses should you retain any experts or contractors other than those carrying out emergency works without our express consent, the engagement of these contractors or experts will at all times be subject to our approval and we reserve the right to select experts from our own panel |
| 6. collision or impact involving any vehicle, train, aircraft or other aerial device or items dropped or falling from them, animal, falling trees, lamppost, telegraph pole, aerial or satellite dish | a) the excess in the schedule b) loss or damage caused by domestic pets owned by you c) for loss or damage arising from the cutting down or cutting back or felling of trees or branches d) the cost of removing fallen trees unless the buildings are damaged when the tree fell e) for loss or damage to gates or fences |
| 7. theft or attempted theft | a) the excess in the schedule b) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us) c) for loss or damage caused by you, your family, your domestic employees, boarders, lodgers, paying guests or tenants d) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and/or forcible entry and/or exit |
| 8. subsidence or ground heave of the site upon which the buildings stand or landslip | a) the first €1500 of each and every loss b) for loss or damage to domestic fixed fuel-oil tanks, solid floors, swimming pools, tennis courts, drives, patios and terraces, footpaths, walls, gates and fences unless the walls of the buildings are also affected 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 a guarantee or by law e) for loss or damage whilst the buildings are undergoing any demolition, structural repairs, alterations or extensions f) for loss or damage caused by the settlement or bedding down of new structures, or the settlement or movement of newly made up ground or caused by coastal, lake or river erosion or soil erosion from the escape of water from any underground pipe g) for loss or damage resulting from tunnelling work h) should you retain any experts or contractors other than those carrying out emergency works without our express consent, the engagement of these contractors or experts will at all times be subject to our approval and we reserve the right to select experts from our own panel |

Section one

Buildings (continued)

Extra Covers

In addition to covering damage to **your home** at **your premises** arising from causes 1 to 8 **we** also provide the following covers.

| What is covered This section of the insurance also covers:- | What is not covered (see also General Exclusions) We will not pay:- |
|---|---|
| <p>A) ACCIDENTAL DAMAGE TO GLASS & SANITARY FITTINGS</p> <p>The cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> fixed glass and double glazing (including the cost of replacing frames) solar panels ceramic hobs fixed sanitary ware <p>all forming part of the buildings</p> | <p>a) the excess in the schedule</p> <p>b) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us)</p> <p>c) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and/or forcible entry and/or exit</p> <p>d) more than €2000 in any one period of insurance. If you claim for such a loss under sections one and two, we will not pay more than €2000 in total</p> |
| <p>B) ACCIDENTAL DAMAGE TO MAINS SERVICES</p> <p>The cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> domestic oil pipes underground water-supply pipes underground sewers, drains and septic tanks underground gas pipes underground cables <p>which belong to you or for which you are legally responsible for</p> | <p>a) the excess in the schedule</p> <p>b) more than €2000 in any period of insurance. If you claim for such a loss under sections one and two, we will not pay more than €2000 in total</p> |
| <p>C) GARDEN COVER</p> <p>costs you have to pay to restore your garden following loss or damage by fire, lightning, explosion, earthquake, aircraft, and other flying devices or damage caused by the Emergency Services</p> | <p>a) the excess in the schedule</p> <p>b) more than €500 for any plant, tree or shrub</p> <p>c) more than €2000 in total</p> |
| <p>D) PURCHASERS COVER</p> <p>Anyone buying the home who will have the benefit of section one between exchange and completion but only if the purchaser is not covered by any other insurance and subject to the purchase being completed or the insurance ending, whichever is sooner</p> | <p>a) loss or damage if the buildings are insured under any other insurance</p> |

Section one

Buildings (continued)

| | |
|--|--|
| <p>E) LOSS OF RENT ALTERNATIVE ACCOMODATION</p> <p>We will pay:</p> <ul style="list-style-type: none"> loss of rent due to you which you are unable to recover necessary costs of comparable alternative accommodation which you have to pay for <p>if you usually live in the home but cannot because of loss or damage to the buildings of your home at your premises arising from a cause listed in this section.</p> | <p>a) any amount over 10% of the sum insured for the buildings damaged or destroyed</p> <p>b) the cost of food and drink</p> <p>c) fuel bills, council tax or other charges which you would have paid if you were still living in the home</p> <p>d) any increase cost for alternative accommodation which is of a higher standard than that provided by the home or part of the home in which you live</p> <p>e) any rent or costs where the letting has not been notified to us</p> <p>f) rent or costs for any period longer than is necessary to make good the insured damage</p> <p>g) if you claim for such loss under sections one and two we will not pay more than 10% of whichever section (one or two) has the greater maximum sum insured in total</p> |
| <p>F) PROFESSIONAL FEES & COSTS</p> <p>Following loss or damage which is covered under section one we will pay reasonable expenses you have to pay and which we have given our prior consent in writing for:</p> <ul style="list-style-type: none"> professional fees payable to architects', surveyors', consulting engineers' the cost of removing debris and making safe the building costs you have to pay in order to comply with any Government or local authority requirements <p>in connection with repair or reconstruction of the buildings</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 you before the loss or damage</p> |
| <p>G) FIRE BRIGADE CHARGES</p> <p>Following loss or damage which is covered under section one we will pay the cost of the charges made on you by a local authority (as permitted by legislation) as a result of any incident which is insured by this policy.</p> | <p>a) more than €2000 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than €2000 in total</p> |

Section one

Buildings (continued)

| | |
|--|---|
| <p>H) TRACE & ACCESS</p> <p>We will pay the reasonable cost of removing and replacing any other part of the buildings necessary to find and repair the source of the leak and making good if the buildings are damaged due to:-</p> <ul style="list-style-type: none"> • a domestic heating fuel leak within your home, or a water leak from your permanent internal plumbing or heating system • a water leak from underground service pipes for which you are legally responsible outside the home but at the address shown in the schedule <p>The leak must happen during the period of insurance.</p> | <p>a) the excess in the schedule</p> <p>b) more than €1500 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than €1500 in total</p> <p>c) more than €1500 in any period of insurance for a water leak outside the home. If you claim for such loss under sections one and two, we will not pay more than €1500 in total</p> |
|--|---|

Section one (continued)

Optional Cover Accidental Damage to the Buildings Extension 1

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

| What is covered This extension covers:- | What is not covered (see also General Exclusions) We will not pay:- |
|---|--|
| <p>accidental damage to the buildings at your home at your premises</p> | <p>a) the excess in the schedule</p> <p>b) for damage or any proportion of damage which we specifically exclude elsewhere under section one</p> <p>c) for damage caused by subsidence, ground heave or landslip</p> <p>d) for damage while the home is being altered, repaired, cleaned, maintained or extended</p> <p>e) for damage to outbuildings and garages which are not of standard construction</p> <p>f) for damage while the home is lent, let or sublet</p> <p>g) for the cost of general maintenance</p> <p>h) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause</p> <p>i) for damage arising from faulty design, specification, workmanship or materials</p> <p>j) for damage from mechanical or electrical faults or breakdown</p> <p>k) for damage caused by dryness, dampness, extremes of temperature or exposure to light</p> <p>l) for damage to swimming pools, tennis courts, drives, patios, footpaths and terraces, walls, gates and fences and fuel tanks</p> <p>m) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination</p> <p>n) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us)</p> <p>o) for loss or damage caused by tree root action</p> <p>p) for loss or damage caused by settlement or shrinkage</p> |

Section two

Contents

This part of the policy sets out the cover **we** provide for the **contents** of **your home** at **your premises** if this section is shown on **your schedule**.

| What is covered loss or damage to your contents resulting from: - | What is not covered (see also General Exclusions) We will not pay: - |
|---|---|
| 1. fire, lightning, explosion or earthquake | a) the excess in the schedule |
| 2. storm, flood or weight of snow | a) the excess in the schedule b) for property in the open |
| 3. any person taking part in a riot, violent disorder strike, labour disturbance, civil commotion or acting maliciously (including malicious acts and vandalism) | a) the excess in the schedule b) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us) c) for loss or damage caused by your tenant, guest or visitor |
| 4. escape of water from and frost damage to fixed water tanks, apparatus or pipes, (including but not limited to washing machines, domestic fish tanks and dishwashers) | a) the excess in the schedule b) for loss or damage caused by subsidence, ground heave or landslip c) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us) d) for loss or damage resulting from escape or overflow of water from gutters e) for any expenses should you retain any experts or contractors other than those carrying out emergency works without our express consent, the engagement of these contractors or experts will at all times be subject to our approval and we reserve the right to select experts from our own panel |
| 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) the excess in the schedule b) more than €1000 for domestic oil in fixed fuel oil tanks c) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us) d) for any expenses should you retain any experts or contractors other than those carrying out emergency works without our express consent, the engagement of these contractors or experts will at all times be subject to our approval and we reserve the right to select experts from our own panel |
| 6. collision or impact involving any vehicle, train, aircraft or other aerial device or items dropped or falling from them, animal, falling trees, lamppost, telegraph pole, aerial or satellite dish | a) the excess in the schedule b) loss or damage caused by domestic pets owned by you c) for loss or damage arising from the cutting down or cutting back or felling of trees or branches d) the cost of removing fallen trees unless the buildings are damaged when the tree fell |

Section two

Contents (continued)

| | |
|---|--|
| 7. theft or attempted theft | a) the excess in the schedule b) for loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by violent and/or forcible entry and/or exit c) for loss or damage caused by you, your family, your domestic employees, boarders, paying guests or tenant d) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us) e) for loss or damage by deception unless the only deception practised is to gain entry to your home f) for loss or damage to shotguns unless you have complied with the requirements of the Firearm (Secure Accommodation) Order, 2009 |
| 8. subsidence or ground heave of the site upon which the buildings stand or landslip | a) the first €1500 of each and every loss b) for loss or damage to domestic fixed fuel-oil tanks, solid floors, swimming pools, tennis courts, drives, patios and terraces, footpaths, walls, gates and fences unless the walls of the buildings is also affected 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 a guarantee or by law e) for loss or damage whilst the buildings are undergoing any demolition, structural repairs, alterations or extensions f) for loss or damage caused by the settlement or bedding down of new structures, or the settlement or movement of newly made up ground or caused by coastal, lake or river erosion or erosion from the escape of water from any underground pipe g) for loss or damage resulting from tunnelling work h) should you retain any experts or contractors other than those carrying out emergency works without our express consent, the engagement of these contractors or experts will at all times be subject to our approval and we reserve the right to select experts from our own panel i) for loss of or damage to the contents unless the buildings are damaged simultaneously |

Section two

Contents (continued)

Extra Covers

In addition to covering damage to **your contents**, at **your premises** arising from causes 1 to 8 **we** also provide the following covers.

| What is covered This section of the insurance also covers:- | What is not covered (see also General Exclusions) We will not pay:- |
|---|---|
| <p>A) accidental damage to:</p> <ul style="list-style-type: none"> • televisions and satellite decoders • audio and video equipment and the like • radios • computers and games and/or multimedia consoles <p>all situated within your home which you own or for which you are legally responsible.</p> | <p>a) the excess in the schedule</p> <p>b) for damage or deterioration caused during any process of cleaning, repair, maintenance, renovation, dismantling dyeing, heating or washing</p> <p>c) for damage to films, records, CD's, DVD's, cassettes, discs or computer software</p> <p>d) for mechanical or electrical faults or breakdown, faulty or defective design, workmanship or materials, or use not in accordance with the manufacturer's instructions</p> <p>e) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us)</p> <p>f) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and/or forcible entry and/or exit</p> <p>g) for loss or damage caused by domestic pets</p> <p>h) for loss or damage to portable equipment whilst being moved</p> <p>i) for loss or damage whilst any equipment is being used professionally</p> |
| <p>B) HOUSEHOLD REMOVAL</p> <p>fire, lightning, explosion, earthquake, theft or attempted theft only while your contents are being moved to your new home or to or from any bank, safe deposit or furniture store/ depository</p> | <p>a) the excess in the schedule</p> <p>b) for contents outside the territorial limits</p> <p>c) for money or credit cards</p> <p>d) any amount over 20% of the sum insured under section two for contents being removed from a furniture store/ depository to your new home</p> |
| <p>C) GLASS & SANITARY FITTINGS</p> <p>accidental damage and breakage of:</p> <ul style="list-style-type: none"> • fixed glass and double glazing • sanitary ware • mirrors • glass tops and fixed glass in furniture • ceramic hobs <p>forming part of the buildings</p> | <p>a) the excess in the schedule</p> <p>b) for the cost of repairing, removing or replacing frames</p> <p>c) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us)</p> <p>d) more than €2000 in any one period of insurance. If you claim for such a loss under sections one and two, we will not pay more than €2000 in total</p> |

Section two

Contents (continued)

| | |
|---|---|
| <p>D) TEMPORARILY REMOVED</p> <p>the contents, if these are not already insured, whilst they are temporarily removed from the premises against loss or damage directly caused by any of the causes insured under numbers 1-8 of this section while the contents are:</p> <ul style="list-style-type: none"> • in any occupied private dwelling • in any buildings where you are living or working • in any building for valuation, cleaning or repair • in any furniture store/ depository • in any bank or safe deposit | <p>a) the excess in the schedule</p> <p>b) for contents outside the territorial limits</p> <p>c) for money, credit cards or pedal cycles</p> <p>d) any amount over 20% of the sum insured under section two for contents in a furniture store/ depository</p> <p>e) for loss or damage to property which has been removed for sale or exhibition purposes</p> <p>f) for damage or deterioration caused during any process of cleaning, repair, maintenance, renovation, dismantling, dyeing, heating or washing</p> <p>g) for loss or damage by theft not involving entry to or exit from a building by forcible and/or violent means</p> |
| <p>E) LOSS OF KEYS</p> <p>costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys</p> | <p>a) the excess in the schedule</p> <p>b) any amount over €500 in total</p> |
| <p>F) CHRISTMAS GIFTS</p> <p>loss of or damage to Christmas Gifts by any cause insured by section two whilst in the home during the month of December</p> | <p>a) the excess in the schedule</p> <p>b) any amount over 20% of the sum insured under section two for the contents</p> <p>c) for property excluded under the contents definition of this policy</p> |
| <p>G) WEDDING & CIVIL PARTNERSHIP GIFTS</p> <p>loss of or damage to Wedding/ Civil Partnership Gifts by any cause insured by section two whilst in the home during the period one month before and after the wedding/civil partnership</p> | <p>a) the excess in the schedule</p> <p>b) any amount over 20% of the sum insured under section two for the contents</p> <p>c) for property excluded under the contents definition of this policy</p> |

Section two

Contents (continued)

| | |
|---|--|
| <p>H) LOSS OF RENT/ ALTERNATIVE ACCOMODATION</p> <p>for as long as the buildings are uninhabitable following loss or damage which is covered under section two we will pay:</p> <ul style="list-style-type: none"> • up to twelve months rent you have to pay as occupier • necessary costs of comparable alternative accommodation which you have to pay for <p>until the buildings are repaired or reinstated. The reinstatement must be done without delay.</p> | <p>a) any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed</p> <p>b) If you claim for such loss under sections one and two we will not pay more than 10% of whichever section (one or two) has the greater maximum sum insured in total</p> |
| <p>I) TENANTS ACCIDENTAL DAMAGE TO BUILDINGS</p> <p>your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under section two</p> | <p>a) the excess in the schedule</p> <p>b) any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed</p> <p>c) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings</p> <p>d) for loss or damage arising from subsidence, ground heave or landslip</p> <p>e) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour, disturbance, civil commotion or acting maliciously (including malicious acts and vandalism)</p> <p>f) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us)</p> |
| <p>J) MAINS SERVICES</p> <p>the cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which you are legally responsible for as tenant only</p> | <p>a) the excess in the schedule</p> <p>b) for damage due to wear and tear or any gradually operating cause</p> <p>c) more than €2000 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than €2000 in total</p> |

Section two

Contents (continued)

| | |
|--|---|
| <p>K) FATAL INJURY</p> <p>fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months as a result of such injury, for the following amounts:</p> <ul style="list-style-type: none"> • €10000 for each insured person over the age of majority in the Republic of Ireland • €5000 for each insured person under the age of majority in the Republic of Ireland at the time of the incident | |
| <p>L) DOMESTIC FREEZER COVER</p> <p>the cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes</p> | <p>a) the excess in the schedule</p> <p>b) for loss or damage caused by any electricity or gas company cutting off or restricting your supply</p> <p>c) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action</p> <p>d) for loss or damage to the contents of your fridge or freezer if your fridge or freezer is 10 years of age or older</p> <p>e) for loss or damage or deterioration caused by your wilful act or neglect</p> <p>f) any amount exceeding €750 per unit (unless otherwise agreed by us)</p> |
| <p>M) REINSTATEMENT OF DEEDS & DOCUMENTS</p> <p>Loss or damage to your deeds, registered bonds and other personal documents by any cause insured by section two but only for the value of the materials as stationary together with the cost of clerical labour in re-writing them</p> | <p>a) the excess in the schedule</p> <p>b) any amount greater than €2500 in total</p> |

Section two

Contents (continued)

| | |
|--|--|
| <p>N) FIRE BRIGADE CHARGES</p> <p>Following loss or damage which is covered under section one we will pay the cost of the charges made on you by a local authority (as permitted by legislation) as a result of any incident which is insured by this policy</p> | <p>a) If you claim for such loss under Sections one and two we will not pay more than €2000 in total</p> |
| <p>O) PERSONAL MONEY</p> <p>Accidental loss of or accidental damage to money belonging to you, anywhere in the world, up to €650</p> | <p>a) the excess in the schedule</p> <p>b) for loss of money from the premises while any part of the premises is lent, let or sub-let, unless entry to or exit from the premises is made using violence and/or force.</p> <p>c) for stealing of money from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit is made using violence and/or force</p> <p>d) for shortages caused by error or omission</p> <p>e) for depreciation in value</p> <p>f) for losses not reported to the Gardai or Police within 24 hours of discovery</p> <p>g) for confiscation or detention by customs or other officials</p> |
| <p>P) CREDIT CARDS</p> <p>Financial loss arising from unauthorised use following loss or theft of your credit card(s) up to €900</p> | <p>a) the excess in the schedule</p> <p>b) for the unauthorised use by a member of your family</p> <p>c) for liability following breach of the terms and conditions of use</p> <p>d) for losses not reported to the card issuing company within 24 hours of discovery</p> <p>e) for confiscation or detention by customs or other officials</p> |

Section two

Contents (continued)

| | |
|---|--|
| <p>Q) ACCIDENTS TO DOMESTIC STAFF</p> <p>We will indemnify you for amounts you become legally liable to pay, (including costs and expenses which we have agreed in writing), to any person who is in your personal domestic service and is under a contract of service with you:</p> <ul style="list-style-type: none"> • for loss of or damage to property • for death, injury, illness or disease <p>by accident happening during the period of insurance and resulting from the work they are employed to do, within the territorial limits</p> | <p>We will not indemnify you:</p> <p>a) for loss of or damage to property, death, injury, illness or disease arising directly or indirectly:-</p> <ul style="list-style-type: none"> • from any motor vehicle, caravan, trailer, watercraft, boards or any other craft designed to be used in or on water, aircraft, or parts and accessories for any of them outside the premises • from any vehicle used for racing, pace making or speed testing • from your job or while you are carrying on any profession, occupation, business or employment • from any communicable disease or condition • from asbestos and asbestos dust • out of work of a construction or reconstruction nature or structural alterations or demolition or any operation incidental thereto • to independent consultants or contactors and/or their employees • from any agreement unless Liability would have otherwise attached <p>b) anywhere outside the territorial limits unless otherwise agreed by us and specified on the schedule</p> <p>c) we will not pay more than €3000000 for any one accident or series of accidents arising out of any one event, including the costs and expenses which we have agreed in writing.</p> |
|---|--|

Section two (continued)

Optional Cover Accidental Damage to the Contents Extension 1

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

| What is covered The extension covers:- | What is not covered (see also General Exclusions) We will not pay:- |
|--|--|
| accidental damage to the contents within the home | <ul style="list-style-type: none"> a) the excess in the schedule b) for damage or any proportion of damage which we specifically exclude elsewhere under section two c) for damage to contents within garages and outbuildings d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation, restoration, re-framing or whilst being worked upon e) for damage caused by chewing, tearing, scratching or fouling by animals f) any amount over €1500 in total for porcelain, china, glass and other brittle articles (unless otherwise agreed by us) g) for money, credit cards, documents or stamps h) for damage to contact, corneal or micro corneal lenses, dentures, dental braces or retainers, hearing aids or prostheses of any kind (unless otherwise agreed by us) i) for damage while the home is lent, let or sub let j) for damage caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause k) for damage arising out of faulty design, specification, workmanship or materials l) for damage from mechanical or electrical faults or breakdown m) for damage caused by dryness, dampness, extremes of temperature and exposure to light n) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination o) for loss or damage while the buildings are unoccupied (unless otherwise agreed by us) p) for loss or damage to photographic, television, radio or other receiving, recording or reproducing equipment as a result of the fitting, repairing, adjusting or dismantling of any part of such apparatus, or to lamps, tubes or electronic components in such apparatus q) for loss or damage to records, audio, video or computer discs, tapes or cassettes r) for loss or damage as a result of tree root action |

Section three

Personal effects

This section applies **ONLY** if the **contents** are insured under section two and if the **schedule** shows that Section three **Personal effects** are included.

| What is covered | What is not covered (see also General Exclusions) We will not pay:- |
|---|---|
| <p>your personal effects, as detailed in the schedule of this policy, in the following categories:-</p> <ol style="list-style-type: none"> 1. unspecified personal effects to a maximum of €1000 any one item/ pair or set. Any item with a value above €1000 will not be covered unless specified in the schedule 2. specified personal effects with a value exceeding €1000 any one item/ pair or set as specified in the schedule <p>Where they are covered</p> <p>while in your custody anywhere in the territorial limits and elsewhere anywhere in the world for a period not exceeding 60 days in any one period of insurance</p> <p>What is covered This section of the insurance covers:-</p> <p>PERSONAL EFFECTS (Unspecified & Specified)</p> <p>accidental damage or loss by any external or visible cause</p> | <ul style="list-style-type: none"> a) the excess in the schedule b) for damage from electrical or mechanical faults or breakdown or inherent defect c) any amount over €1000 for any one item/ pair or set unless stated otherwise in the schedule or the specification(s) attached to the schedule d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation, restoration, re-framing or whilst being worked upon e) for damage to shotguns caused by rusting or bursting of barrels or whilst in the course of use f) for loss or damage of any sports equipment whilst in the course of play or use g) for any loss of or damage to contact, corneal or micro corneal lenses, dentures, dental braces or retainers, hearing aids or prostheses of any kind (unless otherwise agreed by us) h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision i) any amount over €2000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms j) any amount over €2000 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant providing the property is within a locked boot or otherwise concealed k) any amount over €500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant and the property is not left within a locked boot or otherwise concealed l) for any loss or damage caused by the breaking of strings, reeds or drum heads forming part of any musical instrument m) for mobile phones more specifically insured elsewhere n) for any loss or damage to remote controlled models when they are being used o) for loss or damage to dinghies, canoes, kayaks, surfboards or windsurfers whilst in the course of use in water, white water or fast flowing water, or arising out of sinking or stranding p) for loss or damage to tents caused by storm, flood or weight of snow q) for loss or damage to pedal cycles unless specifically shown in the schedule under section three optional extension 1 |

Pedal Cycles Optional Extension 1

The following extension to section three applies **ONLY** if the **schedule** shows that pedal cycles are included.

| | |
|---|--|
| Section three of this insurance extends to cover the following :- | We will not pay:- |
| <p>the cost of repairing or replacing your pedal cycles following:</p> <ul style="list-style-type: none"> • theft or attempted theft • accidental damage <p>anywhere in the territorial limits</p> | <p>a) the excess in the schedule</p> <p>b) for loss or damage to:</p> <ul style="list-style-type: none"> • tyres • lamps • accessories <p>unless the cycle is stolen or damaged at the same time</p> <p>c) for loss or damage due to wear and tear or any gradually operating cause</p> <p>d) for damage from mechanical or electrical faults or breakdown</p> <p>e) for loss or damage while the cycle is used for racing or pace making or is let out on hire or is used other than for private purposes</p> <p>f) 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</p> <p>g) more than the sum insured shown in the schedule</p> |

Section four

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

| What is covered We will indemnify you:- | What is not covered (see also General Exclusions) We will not indemnify you 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"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance</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"> • bodily injury • damage to property <p>caused by an accident happening anywhere in the world during the period of insurance</p> | <p>a) for bodily injury to:</p> <ul style="list-style-type: none"> • you • any person who at the time of sustaining such injury is engaged in your service <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act to another person</p> <p>d) arising directly or indirectly from your job or while you are carrying on any profession, occupation, business or employment</p> <p>e) which you have assumed under contract and which would not have otherwise have attached</p> <p>f) arising out of ownership, possession or use of:</p> <ol style="list-style-type: none"> i) any motorised or horse drawn vehicle being used on any roadway defined within any Road Traffic Acts or amending Statutes, other than: <ul style="list-style-type: none"> • models, toys and domestic gardening equipment used within the boundaries of the land belonging to you at the premises. • pedestrian controlled gardening equipment used elsewhere • vehicles designed to assist disabled persons, which are not registered for road use ii) any power-operated lift iii) any aircraft other than powered model aircraft with an engine capacity not exceeding 10cc and/ or wing span not exceeding 1.88 metres and non-powered model aircraft unless such model aircraft are participating in flying displays iv) any animal other than cats, horses, or dogs (see v below) v) any dogs as specified in regulations under the Control of Dogs Act 1986 or any amendments thereto |

- vi) any watercraft or board designed to be used on or in the water other than sailboards, surfboards, windsurfers, or those solely propelled by oars or paddles which are hand or foot operated.
- vii) dangerous implements (e.g. chainsaws, blow torches, kango hammers, welding equipment and/or any equipment necessitating the use of protective clothing) which are being used other than at the **premises** as described in the **schedule**.
- g) arising out of work of a construction or reconstruction nature or structural alterations or demolition or any operation incidental thereto
- h) arising out of the ownership, possession, use or discharge of any firearm other than licensed sporting shotguns used exclusively for sporting purposes
- i) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**
- j) in respect of any kind of pollution and/or contamination other than:
 - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the address(es) named in the **schedule**; and
 - reported to **us** not later than 30 days from the end of the **period of insurance**;
 in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
- k) in respect of an action for damages brought in a Court of Law outside the Republic of Ireland
- l) if **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted
- m) arising from **asbestos** and **asbestos dust**

Section four (continued)

Legal Liability to the Public

Limit of insurance

We will not pay

- in respect of pollution and/or contamination:-
more than €**3000000** in all
- in respect of other liability covered under section four:-
more than €**3000000** in all for any one accident or series of accidents arising out of any one event, including the costs and expenses which **we** have agreed in writing.

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 immediately contact

KennCo Household Claims Department,
Cunningham Lindsey Ireland,
Infinity House,
South County Business Park,
Leopardstown,
Dublin 18.

Ph. 01-2075177

Fax 01-2075174

Email newloss@cl-ie.com

Our Claims Team is there to assist and advise **you** in every aspect of **your** claim

2. **you** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require
3. **you** must forward to **us** any writ, summons, notice of prosecution or other legal document **you** receive, unanswered, on receipt to:

KennCo Household Claims Department,
Cunningham Lindsey Ireland,
Infinity House,
South County Business Park,
Leopardstown,
Dublin 18.

4. **you** must inform the Gardai or Police within 24 hours following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property
5. **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:

- 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. Fraudulent claims

If **you**, or anyone acting on **your** behalf, make 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 We Settle Claims

SECTION ONE: BUILDINGS

How we deal with your claim

If **your** claim for loss or damage is covered under section one, **we** will at **our** option replace, reinstate or 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; and
- the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form; and
- 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 a good state of repair.

We will take an amount off for wear and tear from the cost of any replacement or repair of any felt roof.

Your Sum Insured

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.

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 address shown in the **schedule**.

SECTION TWO: CONTENTS

How we deal with your claim

If **you** claim for loss or damage to the **contents** **we** will at **our** option repair, replace or pay for an 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 new article is as close as possible to but not an improvement on the original article when it was new; and
- **you** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to clothes, household linen or pedal cycles, TV sets, DVD players, camcorders, videos, record players, compact disc players, video recorders, home computers, laptop computers, game consoles and similar equipment including CDs, tapes, records, and software over one year old, where **we** will take off an amount for wear and tear and depreciation.

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.

Your Sum Insured

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

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 address shown in the **schedule**.

SECTION THREE: PERSONAL EFFECTS

How we deal with your claim

We will at **our** option repair, replace or pay for any article lost or damaged.

The above basis of settlement will not apply to clothes, household linen, pedal cycles, TV sets, DVD players, camcorders, videos, record players, compact disc players, video recorders, home computers, laptop computers, game consoles and similar equipment including CDs, tapes, records, and software over one year old, where **we** will take off an amount for wear and tear and depreciation.

We will not pay the cost of replacing or repairing any undamaged parts of the **personal effects** 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.

Your Sum Insured

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 effects** are lost or damaged away from the **home** **we** will not take account of the value of **personal effects** 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**.

Family Legal Protection

Advice helpline: 1850 670 747

Counselling helpline: 1850 670 407

Complaints: 01 670 7470

Identity Theft: 1890 252 922

This is your Family Legal Protection Policy - it includes everything you need to know about your cover.

We suggest **you** keep this document in a safe place as **you** will need to refer to it if **you** need to make a **claim**.

WELCOME TO FAMILY LEGAL PROTECTION

Thank *you* for taking out DAS Family Legal Protection. *You* are now protected by Europe's leading legal expenses insurer. To make sure *you* get the most from *your* DAS cover, please take time to read this policy which explains the contract between *you* and *us*. If *you* have any questions or would like more information, please contact *your* insurance adviser.

How we can help

To make a claim under *your* policy, please write to *our* Claims Department at the following address:
Claims Department,
DAS Legal Expenses Insurance Company Limited,
12 Duke Lane, Dublin 2.

We will ask *you* about *your* legal dispute and if necessary call *you* back at an agreed time to give *you* legal advice. If *your* dispute needs to be dealt with as a claim under this policy, *we* will give *you* a claim reference number. At this point *we* will not be able to tell *you* whether *you* are covered but *we* will pass the information *you* have given *us* to *our* claims-handling teams and explain what to do next.

You can phone *us* between the times shown under **HELPLINE SERVICES** on page 40 of the policy on 1850 670 747 if *you* require advice on any personal legal problem subject to the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man.

Please note that all calls to and from DAS Ireland are recorded for training and quality purposes. As a member of the Irish Insurance Federation DAS subscribes to the IIF Codes of Practice. These codes set down Irish the requirements insurers must meet when dealing with customers. *You* can see the codes at ww.iif.ie. If *you* would like to receive a written copy please contact *us* or the IIF.

When we cannot help

Please do not ask for help from a lawyer, accountant or anyone else before *we* have agreed. If *you* do, *we* will not pay the costs involved even if *we* accept the claim.

Problems

We will always try to give *you* a quality service. If *you* think *we* have let *you* down, please write to *our* Operations Manager at DAS Legal Expenses Insurance Company Limited, 12 Duke Lane, Dublin 2, or *you* can phone *us* during standard office hours on 01 670 7470 or email *us* at customerrelations@das.ie.

Details of *our* internal complaint-handling procedures are available on request. If *you* are still not satisfied, *you* can contact: The Insurance Division of the Financial Service's Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. *You* can also contact them on 1890 882 090.

Website: www.financialombudsman.ie

(Using this service does not affect *your* right to take legal action.)

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its registered office at DAS House, Quay Side, Temple Back, Bristol BS1 6NH, registered in England and Wales, number 103274. DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority and is subject to the Central Bank of Ireland conduct of business requirements. The regulatory system which applies in Ireland is different to that which applies in the UK.

THE MEANING OF WORDS IN THIS POLICY

We, us, our

DAS Legal Expenses Insurance Company Limited.

You, your

The person who has taken out this policy.

Insured person

You, and any member of *your* family who always lives with *you*. Anyone claiming under this policy must have *your* agreement to claim.

Representative

The lawyer, accountant or other suitably qualified person whom *we* appoint to act for an *insured person* in accordance with the terms of this policy.

Period of insurance

The period for which *we* have agreed to cover an *insured person*.

Date of occurrence

- (a) For civil cases, the *date of occurrence* is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the *date of occurrence* is the date of the first of these events.
- (b) For criminal cases, the *date of occurrence* is when the *insured person* began, or is alleged to have begun, to break the law in question.
- (c) For *insured incident 7 TAX PROTECTION*, the *date of occurrence* is when the Revenue Commissioner first notifies the *insured person* in writing of their intention to make an enquiry.

Identity theft

The theft or unauthorised use of an *insured person's* personal identification which has resulted in the unlawful use of their identity.

Revenue Audit

An examination by the Revenue Commissioners of an *insured person's* self assessment return for income tax or capital gains tax.

Costs and expenses

(a) **Accountant's costs**

All reasonable and necessary costs chargeable by the *representative*.

(b) **Attendance expenses**

The *insured person's* net salary or wages for the time that the *insured person* is off work. *We* will pay for each half or whole day that the court, tribunal or the *insured person's* employer will not pay for.

The amount *we* will pay is based on the following:-

- the time the *insured person* is off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours
- if the *insured person* works full time, the salary or wages for each day equals 1/250th of the *insured person's* yearly salary or wages;
- if the *insured person* works part time, the salary or wages will be a proportion of the *insured person's* weekly salary or wages.
- If the *insured person* is self employed, *we* will pay net salary or wages that the *insured person* draws from the business to cover their own personal cost-of-living expenses.

(c) **Communication costs**

Costs of phone calls, faxes or postage incurred by the *insured person* to communicate with the Gardai, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents.

(d) **Legal costs**

All reasonable and necessary costs charged by the *representative* on a party/party basis. For *Insured Incident 3 BODILY INJURY* we will initially pay the application fee required by the Injuries Board (IB).

(e) **Opponents' costs**

The costs incurred by opponents in civil cases if an *insured person* has been ordered to pay them, or pays them with *our* agreement.

Territorial limit

For *insured incidents 1 CONTRACT DISPUTES* and *3 BODILY INJURY*

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other *insured incidents*

The Republic of Ireland.

COVER

We agree to provide the insurance in this policy, as long as:

- (a) the premium has been paid; and
- (b) the date of occurrence of the *insured incident* is during the *period of insurance*; and
- (c) any legal proceedings will be dealt with by a court, or other body which we agree to, in the *territorial limit*; and
- (d) for civil claims, it is always more likely than not that an *insured person* will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defence.

WHAT WE WILL PAY

1. (a) For all *insured incidents* under this policy, we will pay *legal costs* and *opponents' costs*;
(b) for *Insured Incident 3 BODILY INJURY* claims, we will pay the application fee required by the Injuries Board (IB);
(c) for *insured incident 7 TAX PROTECTION*, we will pay *accountants' costs*;
(d) for *insured incident 8 JURY SERVICE AND COURT ATTENDANCE*, we will pay *attendance expenses*;
(e) for *insured incident 2 IDENTITY THEFT*, we will pay *communication costs*.
2. For all *insured incidents* we will pay *costs and expenses* to make or defend against an appeal as long as the *insured person* tells us within the time limits allowed that they want us to appeal. Before we pay the *costs and expenses* for appeals, we must agree that it is always more likely than not that the appeal will be successful.
3. The most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €65,000.

HELPLINE SERVICES

We are available to answer *your* call 24 hours a day, seven days a week during the *period of insurance*. However, if *you* call outside of standard office hours, we will take details of *your* call and arrange for someone to call *you* back at a time convenient to *you*. All helplines apply to the Republic of Ireland unless otherwise stated. To help us check and improve *our* service standards, we record all calls, except those to the counselling service. When phoning, please tell us *your* policy number or the name of the scheme *you* are in. Please do not phone us to report a general insurance claim.

Legal advice service

We will give an *insured person* confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man.

To contact the legal advice service phone us on 1850 670 747.

Identity theft

We will provide an *insured person* who is resident in the Republic of Ireland with detailed guidance and advice over the phone in relation to or relating to concerns about identity theft.

To contact the identity theft service phone us on 1890 252 922.

The helpline is open 9am to 5pm, Monday to Friday. *n.b.* We do not provide a call back service for this helpline if you call outside of the operating hours.

Health and medical information service

We will give an *insured person* information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve overall health. Between the hours of 7pm and 9am we will take a message and one of *our* health and medical advisors will contact the *insured person* the next day or at an agreed time.

To contact the health and medical information service phone us on 1890 670 407.

Counselling

We will provide an *insured person* with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

To contact the counselling helpline, phone us on 1850 670 407.

We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.

Assistance Service

We provide these services 24 hours a day, seven days a week during the *period of insurance*. All services apply to the Republic of Ireland unless otherwise stated. To help us check and improve *our* service standards, we record all calls. When phoning, please tell us *your* policy number or the name of the scheme *you* are in. Please do not phone us to report a general insurance claim.

Domestic help

We will arrange help or repairs needed if an *insured person* has a domestic emergency in *your* home, such as a burst pipe, blocked drain, broken window or building damage.

To contact the domestic help service phone us on 1850 670 407.

You will be responsible for paying the costs for the help. We will not accept responsibility if the Assistance Service is unavailable for reasons we cannot control.

Insured incidents we will cover

1 CONTRACT DISPUTES

We will negotiate for an *insured person's* legal rights in a contractual dispute arising from an agreement or an alleged agreement which an *insured person* has entered into for:

- (a) buying or hiring in goods or services; or
- (b) selling goods;

Provided that:

- (i) the *insured person* has entered into the agreement or alleged agreement during the *period of insurance*;
and
- (ii) the amount in dispute is more than €150.

What is not covered under CONTRACT DISPUTES

A claim relating to:

- (1) a contract regarding an *insured person's* trade, profession, employment or any business venture;
- (2) construction work on any land, or designing, converting or extending any building where the contract value exceeds €7,500 (including VAT);

- (3) the settlement payable under an insurance policy (*we will negotiate if an insured person's insurer refuses their claim, but not for a dispute over the amount of the claim*);
- (4) a dispute arising from any loan, mortgage, pension, investment or borrowing;
- (5) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, *we will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.*

2 IDENTITY THEFT

Identity theft support service

Following a call to the *identity theft* helpline service, *we will help to restore an insured person's identity and credit status if they have become a victim of identity theft. We will assign a personal case worker who will provide phone advice to help regain an insured person's identity.*

Legal costs

Following an *insured person's identity theft*:

- (1) *we will pay legal costs to reinstate an insured person's identity including costs for the signing of statutory declarations or similar documents;*
- (2) *we will negotiate for an insured person's legal rights in a dispute with debt collectors or any party pursuing legal action against an insured person arising from or relating to identity theft;*
- (3) *we will pay loan-rejection fees and any re-application administration fee for a loan when an insured person's original application has been rejected.*

Provided that;

- (i) *the insured person files a Garda report and notifies banks and building societies as soon as possible; and*
- (ii) *the insured person tells us if they have previously suffered identity theft; and*
- (iii) *the insured person takes all reasonable action to prevent continued unauthorised use of their identity.*

What is not covered under Identity theft

- (1) Fraud committed by another *insured person* under this policy.
- (2) Losses arising from an *insured person's* business activities.

3 BODILY INJURY

We will negotiate for an insured person's legal rights in a claim against a party who causes the death of, or bodily injury to, an insured person. This includes helping an insured person to register their claim with the Injuries Board (IB).

What is not covered under BODILY INJURY

- (1) Illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident.
- (2) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the *insured person*.
- (3) Clinical negligence.
- (4) Defending an *insured person's* legal rights, but defending a counter-claim is covered.
- (5) The cost of obtaining a medical report when registering a claim with the IB.

4 CLINICAL NEGLIGENCE

We will negotiate for an insured person's legal rights where it is alleged that accidental death or bodily injury to an insured person has resulted from a single negligent act of surgery, clinical or medical procedure.

What is not covered under CLINICAL NEGLIGENCE

- (1) The alleged failure to correctly diagnose the *insured person's* condition.

- (2) Psychological injury or mental illness that is not associated with an *insured person* having suffered physical bodily injury.

5 EMPLOYMENT DISPUTES

We will negotiate for an insured person's legal rights in a dispute relating to their contract of employment or future employment.

What is not covered under EMPLOYMENT DISPUTES

- (1) Employers' disciplinary hearings or internal grievance procedures;
- (2) Any claim relating solely to personal injury.

6 PROPERTY PROTECTION

We will:

- (a) negotiate for an *insured person's* legal rights in a civil action; and/or
- (b) arrange mediation (if appropriate);
for a dispute relating to material property (including the *insured person's* principal and holiday home) which is owned by an *insured person*, or for which an *insured person* is responsible, following:
 - (1) an event which causes physical damage to such material property, provided that the amount in dispute is more than €150;
 - (2) a legal nuisance (meaning any unlawful interference with an *insured person's* use or enjoyment of their land, or some right over, or in connection with it);
 - (3) a trespass.

What is not covered under PROPERTY PROTECTION

- (1) A claim relating to:
 - (a) a contract entered into by an *insured person*;
 - (b) any building or land other than the *insured person's* principal or holiday home;
 - (c) someone legally taking an *insured person's* material property from them, whether the *insured person* is offered money or not, or restrictions or controls placed on an *insured person's* material property by any government or public or local authority;
 - (d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
 - (e) mining subsidence.
- (2) Defending a claim relating to an event that causes physical damage to material property, but defending counter-claim is covered.
- (3) The first €350 of any claim for legal nuisance or trespass. This is payable as soon as *we* accept the claim.

7 TAX PROTECTION

In the event of a Revenue Commissioner's audit relating to an insured person's self-assessment tax return, we will negotiate for an insured person, and represent them in any appeal proceedings.

What is not covered under TAX PROTECTION

- (1) A claim relating to an off shore account held by an *insured person*.
- (2) The tax affairs of a company, or any claim if the *insured person* is self-employed, or a sole-trader, or in a business partnership.
- (3) Any Revenue Commissioner's audit where the *insured person* has not submitted a self-assessment tax return.

8 JURY SERVICE AND COURT ATTENDANCE

An insured person's absence from work:

- (a) to attend any court or tribunal at the request of the *representative*; or

- (b) to perform jury service; or
- (c) to carry out activities specified by the identity theft support service under *insured incident*

9 LEGAL DEFENCE

- (1) We will defend an *insured person's* legal rights if an event arising from an *insured person's* work as an employee leads to:
 - (a) an *insured person* being prosecuted; or
 - (b) civil action being taken against an *insured person* under legislation for unlawful discrimination.
- (2) We will defend an *insured person's* legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

What is not covered under LEGAL DEFENCE

- (1) Parking or obstruction offences.
- (2) The driving of a motor vehicle by an *insured person* for which the *insured person* does not have valid motor insurance.

WHAT IS NOT COVERED BY THIS POLICY

1. A claim where the *insured person* has failed to notify *us* of the *insured incident* within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that *we* have agreed to) or of making a successful defence.
2. An incident or matter arising before the start of this policy.
3. *Costs and expenses* incurred before *our* written acceptance of a claim.
4. Fines, penalties, compensation or damages which an *insured person* is ordered to pay by a court or other authority.
5. A claim intentionally brought about by an *insured person*.
6. A legal action that an *insured person* takes which *we* or the *representative* have not agreed to, or where an *insured person* does anything that hinders *us* or the *representative*.
7. A claim relating to written or verbal remarks which damage an *insured person's* reputation.
8. A dispute with *us* not otherwise dealt with under Condition 7.
9. Apart from *us*, the *insured person* is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.
10. *Costs and expenses* arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.
11. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
12. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the *insured person*.
13. A claim caused by, contributed to by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or

- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

CONDITIONS WHICH APPLY TO THE FAMILY LEGAL PROTECTION POLICY

1. An *insured person* must:
 - (a) keep to the terms and conditions of this policy;
 - (b) try to prevent anything happening that may cause a claim;
 - (c) take reasonable steps to keep any amount *we* have to pay as low as possible;
 - (d) send everything *we* ask for, in writing;
 - (e) give *us* full and truthful details by phone or in writing of any claim as soon as possible and give *us* any information *we* need.
2. (a) *We* can take over and conduct in the name of an *insured person*, any claim or legal proceedings at any time. *We* can negotiate any claim on behalf of an *insured person*.
 (b) An *insured person* is free to choose a *representative* (by sending *us* a suitably qualified person's name and address) if:
 - (i) *we* agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an *insured person* in those proceedings; or (ii) there is a conflict of interest.
- (c) In all circumstances except those in 2(b) above, *we* are free to choose a *representative*.
 (d) Any *representative* will be appointed by *us* to represent an *insured person* according to *our* standard terms of appointment. The *representative* must co-operate fully with *us* at all times.
 (e) *We* will have direct contact with the *representative*.
 (f) An *insured person* must co-operate fully with *us* and the *representative* and must keep *us* up to date with the progress of the claim.
 (g) An *insured person* must give the *representative* any instructions that *we* ask for.
3. (a) An *insured person* must tell *us* if anyone offers to settle a claim.
 (b) If an *insured person* does not accept a reasonable offer to settle a claim, *we* may refuse to pay further *costs and expenses*.
 (c) *We* may decide to pay the *insured person* the amount of damages that the *insured person* is claiming, or that is being claimed against them, instead of starting or continuing legal proceedings.
4. (a) An *insured person* must tell the *representative* to have *costs and expenses* taxed, assessed or audited, if *we* ask for this.
 (b) An *insured person* must take every step to recover *costs and expenses* and IB application fee(s) that *we* have to pay, and must pay *us* any *costs and expenses* and IB application fee(s) that are recovered.
5. If the *representative* refuses to continue acting for an *insured person* with good reason, or if an *insured person* dismisses the *representative* without good reason, the cover *we* provide will end at once, unless *we* agree to appoint another *representative*.
6. If an *insured person* settles a claim or withdraws it without *our* agreement, or does not give suitable instructions to a *representative*, the cover *we* provide will end at once and *we* will be entitled to reclaim from *you* *costs and expenses* *we* have paid.
7. If there is a disagreement about the way *we* handle a *claim* that is not resolved through *our* internal complaints procedure, the *insured person* can contact the Financial Service Ombudsman's Bureau for help.
8. *We* may, at *our* discretion, require the *insured person* to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the *insured person* and *us*, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an *insured person* will recover damages (or obtain any other legal remedy that *we* have agreed to) or make a successful defence, *we* will pay the cost of obtaining the opinion.

NOTES

9. *You* can cancel this policy by telling *us* within 14 days of taking it out; or at any time afterwards as long as *you* tell *us* at least 14 days beforehand. *We* can cancel this policy at any time as long as we tell *you* at least 14 days beforehand.
10. *We* will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
11. This policy will be governed by the laws of the Republic of Ireland.

NOTES

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KennCo Underwriting Ltd is regulated by the Central Bank of Ireland.