



HOMESHIELD APARTMENTS CONTENTS POLICY - OCCUPIERS (Underwritten by Zurich Insurance plc)

The Contract of Insurance

This Policy which has been arranged by Cover Centre Insurance Ltd is a contract between **you** and **us**.

Your Insurance contract consists of two documents:

- The policy document which details the extent of cover applying for each of the sections as well as the policy conditions and exceptions and
- The schedule which includes details of the risk address, operative sections and clauses, cover level applying, the sums insured and the period of insurance.

Under the relevant European and Irish Legal provisions, the parties to this contract of insurance are free to choose the law applicable to the contract. **We** propose that this contract is governed by Irish Law. Please read these documents carefully. If they do not meet your requirements or if **you** have any queries regarding the cover or terms and conditions, please contact your Insurance Intermediary.

We will insure **you** under those sections and for the items shown in the schedule as operative during any period of insurance for which we have accepted your premium provided all the terms and conditions of the Policy are kept.

The Policy, schedule and any endorsements should be read as if they are one document and any word or expression to which a specific meaning has been given in any part of the contract shall have the same meaning wherever it appears.

The Statement of Facts is a record of the information provided by **you** to your Insurance Intermediary and is the factual basis of the contract.

For and on behalf of Zurich Insurance plc ('Zurich').

Conor Brennan

Chief Executive Officer Ireland



Meaning of Words

Certain words in the Policy have special meanings given below. To help **you** identify these words in the Policy **we** have printed them in bold throughout.

Apartment - A self contained unit of residential accommodation occupied by **you** within an **apartment block** at the situation shown on the schedule.

Apartment Block - The purpose built block of apartments and all outbuildings used for domestic purposes only.

Bodily injury - Death, injury, illness or disease.

Contents - Household goods, personal belongings (including **valuable property**), collections of stamps, coins or medals up to €1,000, **your** fixtures and fittings and interior decorations which are excluded from the insurance on the **apartment block**, radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €1,000) on or in the **home**, all belonging to or the legal responsibility of **you** or a member of **your household**.

Unless otherwise stated on the schedule the maximum cover in respect of **contents** of garages or lock-up stores is €3,000 in any one period of insurance.

The following property is not included as **contents**:

- Motor vehicles (other than mechanically propelled lawnmowers used for domestic purposes), caravans, trailers, aircraft, watercraft (other than rubber dinghies, canoes, sail boards and surf boards), hovercraft, or parts or accessories normally on or in any of them.
- Landlord's fixtures and fittings.
- Any living creature.
- Property owned or held in trust in connection with any business, profession or trade.
- Deeds, bonds, bills of exchange, securities, documents, manuscripts, or **money** of any kind
- Property more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses or reduces the claim, or the sum insured is inadequate on a specified item.

Credit cards - Credit, cheque, bankers or cash dispensing cards.

Family - **Your** relatives (including **your** partner and all children) who normally live in the **home**.

Flood - (a) the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam, or

(b) inundation from the sea whether resulting from storm or otherwise.

Fungi - any type of fungus including but not limited to all forms of mould or mildew and any mycotoxins spores scents vapours gas or substance including any by-products produced or released by fungi.

Geographical limits - The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.

Ground heave - The upwards expansion of the ground resulting in damage to the building foundations.

Home - The **apartment** and any garages or lock-up stores used for domestic purposes only, at the situation shown in the schedule.

Household - **Your family** and domestic staff permanently living in the **home**.

Money - Cash, cheques, postal orders, bankers drafts, travel tickets, savings stamps and certificates, premium bonds, current postage stamps, gift tokens, luncheon vouchers, trading stamps and telephone call cards all held for social or domestic purposes.

Excess - The monetary amount of any claim which is not insured. There are three types of **excess** - a Policy **Excess**, a Water Damage **Excess** and an All Risks **Excess** and these are clearly shown on the schedule. The applicable **excess** for each cover is stated in the Policy

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

Subsidence - The downward movement within the ground independent of the building load.

Unfurnished - Without sufficient furniture and furnishings for normal living purposes. A property will be deemed **unfurnished** if either the water or electricity supply is disconnected or never was connected.

Unoccupied - Not permanently lived in by **you** or by a person authorised by **you**.

Valuable property - Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, paintings, works of art, curios, antiques, furs, musical instruments, radios, televisions, other audio or video equipment and computer equipment. Unless otherwise stated on the schedule the most **we** will pay is one half of the sum insured for **contents**, but not more than €5,000 for any one article, set or collection.

We or us - Zurich Insurance plc.

You - The person or people shown in the schedule as the Insured.

Section A –Contents

Unless otherwise stated the Policy **Excess** shown in the schedule applies to all claims under this section.

Other than 'What is not insured', the **contents** are insured for the amounts shown in the schedule against loss or damage caused by the events in paragraphs 1 – 12

WHAT IS INSURED	WHAT IS NOT INSURED
1. Fire, smoke, lightning, explosion or earthquake.	Smoke damage caused by: <ul style="list-style-type: none"> • agricultural or industrial operations, any gradually operating cause, or smog.
2. Storm or flood .	Loss or damage: <ul style="list-style-type: none"> • caused by frost, subsidence, ground heave or landslip, • due to wear and tear or gradual deterioration.
3. Subsidence or ground heave of the site on which the buildings stand or landslip.	Loss or Damage: <ul style="list-style-type: none"> • caused by settlement due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials, • caused by building on made-up ground or filled-in land, or caused by tunnelling work • to contents unless the home is damaged at the same time by the same cause • associated with such causes arising prior to inception of this policy. <p>Loss or damage if any part of the apartment block suffered previous loss or damage by subsidence, ground heave or landslip unless same has been disclosed to and accepted by us.</p>
4. Stealing or attempted stealing.	Loss or damage: <ul style="list-style-type: none"> • while any part of the home is lent, let or sub-let, unless entry to or exit from the home is made using violence and force, • caused by a member of the household other than domestic staff. • caused after the home is left unoccupied for more than 30 consecutive days, • while the home is unfurnished. <p>If the apartment is situated on a ground floor or lower ground floor the Policy Excess is increased by €250</p>
5. Riot, civil, labour or political disturbance.	
6. Vandals or malicious people.	Loss or damage caused: <ul style="list-style-type: none"> • by someone lawfully in the home, • after the home is left unoccupied for more than 30 consecutive days. • while the home is unfurnished.
7. Escape of water from or the bursting of any fixed domestic water or heating installation. We will also pay for the escape of water from any washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.	Loss or damage: <ul style="list-style-type: none"> • caused after the home is left unoccupied for more than 30 consecutive days if the loss or damage originated in your apartment. • while the home is unfurnished. • to any fixed domestic water or heating installation due to wear and tear, rust, or gradual deterioration. • to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units. <p>Loss or damage from subsidence, ground heave or landslip that results from escape of water</p> <p>The Water Damage Excess shown on the schedule applies to this cover.</p>
8. Escape of oil from any fixed domestic heating installation.	Loss or damage: <ul style="list-style-type: none"> • caused after the home is left unoccupied for more than 30 consecutive days if the loss or damage originated in your apartment. • while the home is unfurnished. • to any fixed domestic heating installation due to wear and tear, rust, or gradual deterioration.
9. Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Loss or damage caused by your pets.
10. Falling trees or branches.	<ul style="list-style-type: none"> • Damage caused by felling or lopping of trees. • We will not pay for the cost of removing any fallen trees or branches unless the tree or branch

11. Falling aerals, aerial fittings or masts	has caused damage to the contents .
WHAT IS INSURED WHAT IS NOT INSURED	
<p>12. Accidental Damage.</p> <p>The contents are insured while in the home against any accidental damage in addition to the events under paragraphs 1 to 11 of this section.</p>	<p>Contents lost in the home.</p> <p>Unexplained damage</p> <p>Damage to clothing (including furs), hearing aids, contact lenses, money, stamps, coins or medals, food or drink.</p> <p>Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles while being handled or actively used.</p> <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"> • wear and tear or gradual deterioration, gradually operating causes, • misuse or breakdown • insects, parasites or vermin, • corrosion, fungus, mildew or rot, • atmospheric or climatic conditions, frost or the action of light, • alteration, repair, maintenance, restoration, dismantling, renovation, decoration or breakdown, • chewing, scratching, tearing or fouling by domestic pets belonging to you or a member of your household, • computer viruses, • any process of cleaning, drying, dyeing, heating or washing, • faulty design or workmanship or the use of faulty materials, • demolition, structural alteration or structural repair of the buildings. <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section.</p> <p>Damage to any part of the home which is lent, let or sub-let or accommodating paying guests.</p>
<p>13. Fire brigade charges.</p> <p>Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the contents in circumstances which have given rise to a valid claim under this policy.</p> <p>The most we will pay is €1,500.</p>	
<p>14. Rent and Alternative Accommodation.</p> <p>If the home is made uninhabitable by damage from any cause insured by this section, we will pay for:</p> <ul style="list-style-type: none"> • rent which continues to be payable by you, • the reasonable extra cost of comparable alternative accommodation if you occupy the home, • the reasonable cost of temporary storage of furniture, • the reasonable extra cost of temporary accommodation for domestic pets, <p>but only during the period necessary to reinstate the home to a habitable condition. The work of reinstatement or repair must be done without delay.</p> <p>The most we will pay under this paragraph is 20% of the contents sum insured</p>	
<p>15. Denial of Access</p> <p>If you are denied entry to or exit from the apartment by damage from any insured cause or by any cause insured by the property damage insurance for the Apartment Block, we will pay for:</p> <ul style="list-style-type: none"> • rent which continues to be payable by you, • the reasonable extra cost of comparable alternative accommodation if you occupy the home, • the reasonable extra cost of temporary accommodation for domestic pets, <p>but only during the period necessary to rectify the problem. The work of reinstatement or repair must be done without delay.</p> <p>The most we will pay under this paragraph is 20% of the contents sum insured</p>	<p>Any loss or damage unless an admissible claim is submitted under paragraphs 1-12 of this Section or under the property damage insurance for the Apartment Block</p>
<p>16. Accidental breakage while in the home of mirrors, plate glass tops to furniture, fixed glass in furniture or ceramic hobs.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> • after the home is left unoccupied for more than 30 consecutive days. • while the home is unfurnished. • by vandals or malicious people lawfully in the home.

- to any property not part of, or not contained in **your apartment**

WHAT IS INSURED

WHAT IS NOT INSURED

17. Audio, TV and video equipment.

Accidental damage while in the **home** to radios, televisions, (including satellite decoding equipment) other audio or video equipment and computer equipment.

Damage:

- to records, audio, video or computer discs, tapes or cassettes,
- to telephones or telephone equipment,

Any loss, damage or amount shown as not insured under paragraphs 1 to 12 of this section.

18. Liability to the public.

Any amounts which **you** or a member of **your household**:

- as occupier of the **apartment** or any other building, boat or caravan used as temporary holiday accommodation,
- as a private individual anywhere in the Republic of Ireland, Great Britain, the Isle of Man, the Channel Islands or Northern Ireland or elsewhere for 30 days,

becomes legally liable to pay as compensation for an accident occurring during the period of insurance which causes **bodily injury** to any person or loss of or damage to property.

The most **we** will pay for any one claim or number of claims arising from one cause is €3,000,000 (This includes all costs agreed by **us** in writing).

Liability arising directly or indirectly from:

- an agreement which imposes a liability which **you** or a member of **your household** would not otherwise have been under,
- ownership of any land, **apartment** or building,
- any business, profession or trade,
- racing, hunting or playing polo,
- wilful or malicious acts,
- the transmission of Human Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused,
- the transmission of any communicable disease, by **you** or a member of **your household**.

Liability arising directly or indirectly from the ownership or use of:

- aircraft (except toys and models),
- mechanically propelled vehicles, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control),
- any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act,
- watercraft (except toys and models), sailboards or hovercraft,
- firearms (except shotguns or airguns used for sporting activities),
- animals (except horses and pets which are normally domesticated in the Republic of Ireland)

Liability arising directly or indirectly from the ownership, possession, use or control of:

- dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations,
- horses is not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 or amendments thereto.

Liability for:

- **bodily injury** to a member of **your household** or any other person permanently residing with **you**, or to a person under a contract of service or apprenticeship with **you** or a member of **your family**,
- loss or damage to property owned or held in trust by or in the custody or control of **you** or a member of **your household** or any other person permanently residing with **you**

19. Liability to domestic employees.

Any amounts which **you** or a member of **your family** become legally liable to pay as damages for **bodily injury** to **your** domestic employees (including chauffeurs, grooms, gardeners and temporary and occasional employees or any person carrying out repairs or decorations) directly employed by **you** or by a member of **your family** in connection with **your home** or any temporary residence within the Republic of Ireland.

The most **we** will pay for any one claim or number of claims arising from one cause is €3,000,000. (This includes all costs agreed by **us** in writing).

Where **we** agree to indemnify more than one party then nothing in this policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

Liability for:

- **bodily injury** to any person employed by **you** or a member of **your family** for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act,
- **bodily injury** to any member of your **family** or any other person (other than domestic employees) permanently residing with **you**.

20. Tenant's liability.

Your legal liability as tenant for loss or damage to the **apartment** caused by an event in paragraphs 1 to 12 of this section.

The most **we** will pay is 10% of the **contents** sum insured.

Any loss or damage or amount shown as not insured under paragraphs 1 to 12 of this Section

21. Personal money.

Accidental loss of or accidental damage to **money** belonging to **you** or a member of **your family**, anywhere in the world.

The most **we** will pay is €1,000.

Loss of **money** from the **home** while any part of the **home** is lent, let or sub-let, unless entry to or exit from the **home** is made using violence and force.

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 force.

Shortages caused by error or omission.

Depreciation in value.

	Losses not reported to the police within 24 hours of discovery. Confiscation or detention by customs or other officials.
WHAT IS INSURED	WHAT IS NOT INSURED
<p>22. Credit cards. Financial loss arising from unauthorised use following loss or theft of credit cards belonging to you or a member of your family. The most we will pay is €1,000.</p>	<p>Unauthorised use by a member of your household. Liability following breach of the terms and conditions of use. Confiscation or detention by customs or other officials.</p>
<p>23. Freezer contents. Deterioration of food or drink caused by:</p> <ul style="list-style-type: none"> • a change in temperature of the freezer or refrigerator in the home, • contamination by accidental escape of refrigerant or refrigerant fumes. <p>We will pay for the cost of replacing food and drink unfit for human consumption. The most we will pay is €1,000</p>	<p>Deterioration resulting from the deliberate act of the supply authority. Any consequence of strikes, labour or political disturbances.</p>
<p>24. Contents temporarily removed. The contents are insured within the geographical limits while temporarily removed from the home against loss or damage caused by:</p> <ul style="list-style-type: none"> • the events insured in paragraphs 1 to 3 and 5 to 11 of this section, • stealing or attempted stealing from: <ul style="list-style-type: none"> – a bank or safe deposit or in transit directly to or from a bank or safe deposit while in the custody or control of you or a member of your household, – within an occupied building, boat or caravan used for residential purposes or a building where you or a member of your family are employed, engaged in your/their business or temporarily living, – any other building provided entry to or exit from the building is made using violence and force. <p>The most we will pay is 15% of the contents sum insured</p>	<p>Loss or damage caused by storm, flood or falling trees or branches while the contents are in transit or in the open. Property removed for sale or exhibition or to a furniture depository. Stealing of money. Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section. Any amount in excess of €1,000 in respect of property belonging to any member of your household while living away from home or attending college or university</p>
<p>25. Replacement of locks. The cost of replacing and fitting outside door locks to the apartment if the keys of such locks are stolen. The most we will pay is €1,000.</p>	
<p>26. Household removal. Accidental loss of or accidental damage to the contents while they are:</p> <ul style="list-style-type: none"> • being moved by professional furniture removers to your new home within the geographical limits, • in temporary storage, for up to 7 days in a furniture depository. 	<p>Loss or damage:</p> <ul style="list-style-type: none"> • if you have arranged other insurance, • not reported to us within 7 days of delivery to the new home. <p>Cracking, scratching or breakage of china, glass or similar brittle articles, unless packed by professional packers. Money, gold or silver articles, jewellery or furs.</p>
<p>27. Title deeds. The cost of preparing new title deeds to the home if they are lost or damaged by a cause insured under the events in paragraphs 1 to 11 of this section while in the home or while kept in your bank for safe-keeping. The most we will pay is €1,000.</p>	<p>Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section.</p>
<p>28. Fatal Accidents. Fatal injury to you and/or your spouse or partner as a direct result of:</p> <ul style="list-style-type: none"> • fire, accident or assault, in the home, • an accident while travelling within the geographical limits as a fare-paying passenger in any road or rail vehicle, • assault in the street within the geographical limits, provided death follows within 12 months of the injury. <p>The maximum amount payable by us is €5,000 in respect of any one incident.</p>	
<p>29. Christmas gifts & Wedding gifts The contents sum insured is automatically increased by 10%</p> <ul style="list-style-type: none"> • for the month of December only to insure gifts and extra food and drink bought for Christmas. • for one month before and one month after the wedding of you or a member of your family to insure wedding gifts. 	<p>Losses that can be recovered under another insurance.</p>

30. Trace and Access.

We will pay up to €1,000 to remove or replace any part of the **buildings** necessary to repair any fixed domestic water or heating installation where water or oil has escaped.

Loss or damage:

- to the item from which the escape occurred.
- caused after the **home** is left **unoccupied** for more than 30 consecutive days
- while the **home** is **unfurnished**.

Settling claims – Contents

Retention

Our priority is to provide financial support to customers throughout the claim process to ensure any repair/reinstatement work is completed as quickly as possible. In the event of a property claim, where we elect to settle a claim on a cash basis, we may release a proportion of the estimated cost of repair/reinstatement prior to completion of the work.

You must keep your receipts for any repair/ reinstatement work as you will need to validate these costs. The balance, otherwise known as a 'retention amount', will be given to you on receipt of the appropriate documentation that validates the costs incurred by you for the repair/ reinstatement work.

Average Clause – only applies where the **contents** sum insured is less than €25,000

If at the time of a loss or damage the **contents** sum insured is less than the cost of replacing all the **contents** as new after allowing for deterioration of clothing, linen and furs we will pay only for the proportion of the loss or damage which the sum insured bears to such cost.

We will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

We will automatically reinstate the sum insured from the date of payment of any claim unless **we** give **you** written notice to the contrary before payment.

In addition to any other action we may take **we** reserve the right to proportionately reduce the amount payable on a claim if **you** received a premium reduction as a result of providing inaccurate information.

We will pay the full cost of replacement as new or repair of the **contents** lost or damaged or at our option **we** will replace the **contents** or arrange for the repair work to be carried out. However, **we** will deduct an amount for wear and tear:

- for clothing, furs and linen,
- for floor coverings more than 5 years old,
- if at the time of the loss or damage the sum insured does not represent the full cost of replacement of the **contents** as new after allowing for deterioration of clothing, linen and furs and floor coverings over 5 years old.

The most **we** will pay under paragraphs 1 to 12 is the **contents** sum insured but see the limitations in the Meaning of Words with regard to collections of stamps, coins or medals, satellite dishes, receivers and ancillary equipment and **valuable property**.

Section B – All Risks (operative only if shown as insured on the schedule)

The All Risks **Excess** shown in the schedule applies to all claims under this section

WHAT IS INSURED	WHAT IS NOT INSURED
<p>The property all belonging to or the legal responsibility of you or a member of your household and listed under any Item number in this section is insured against accidental loss or damage anywhere in the geographical limits and elsewhere for 60 days in any one period of insurance if the schedule shows that you have selected this section.</p> <p>Item 1 – Unspecified Personal Possessions</p> <p>Unspecified personal possessions, meaning jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, musical instruments, and other personal possessions normally worn or carried on the person and unspecified clothing but excluding mobile/smart phones, laptop/tablet computers, personal organisers and similar equipment</p> <p>The most we will pay for any one article, set or collection is 33¹/₃% of the sum insured by this Item or €1,500 whichever is the less.</p> <p>Item 2 – Specified Items</p> <p>Specified items listed in the schedule.</p> <p>The most we will pay is the sum insured for the individual items.</p>	<p>Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Breakage of strings, reeds or drum heads on musical instruments.</p> <p>Loss or damage to:</p> <ul style="list-style-type: none">• Musical instruments and photographic equipment sports equipment or pedal cycles owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.• individual charms unless soldered to the bracelet• Deeds, bonds, bills of exchange, securities, documents, manuscripts, business, professional or trade goods or equipment.• Property more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses or reduces the claim.• Money of any kind, contact lenses, dentures, camping equipment or tools.• property as a result of stealing from an unattended road vehicle unless concealed and in a locked boot• Sporting equipment being used for the purpose for which it was designed• Diving equipment lost under water• Pedal cycle accessories unless the pedal cycle is lost or damaged at the same time• Pedal cycles while being used for racing, pace making or trials <p>Theft of a pedal cycle outside the home unless from a locked building or immobilised by a security device</p>

Settling claims – All Risks

We will pay the full cost of replacement as new or repair of the article lost or damaged less an amount for wear and tear in respect of clothing and furs or at our option **we** will replace the article or arrange for its repair. If **you** do not replace the article which is lost or damaged beyond economical repair **we** will pay the resale market value only.

Section C – Buildings Excess Cover (operative only if shown as insured on the schedule)

Unless otherwise stated the Policy **Excess** shown in the schedule applies to all claims under this section

WHAT IS INSURED	WHAT IS NOT INSURED
<p>Provided there is an admissible claim for loss or damage under Section A of this insurance, we shall indemnify you for the amount, or portion, of any excess which you become liable to pay under the property damage insurance for the Apartment Block in respect of such loss or damage.</p> <p>The most we will pay is the lowest of:</p> <ol style="list-style-type: none">The amount shown on the Schedule under Section C - Buildings Excess Cover orThe actual excess amount for which you are responsible under the property damage insurance on the Apartment BlockAny amount below the excess on the property damage insurance on the Apartment Block which is unrecoverable under that insurance solely because of the application of the excess. <p>The most we will pay in any one period of insurance is €5,000.</p>	<p>Any amounts in respect of insurance excesses included in annual bills, fees, maintenance or service charges.</p> <p>Any loss or damage where the cause of such loss or damage is not covered under the property damage insurance for the Apartment Block (other than as a result of the application of an excess)</p> <p>Amounts in respect of loss or damage insured under Section A of this policy</p>

Settling Claims – Buildings Excess Cover

To claim under this section **you** must submit a claim under the property damage insurance for the **Apartment Block** and demonstrate that a real financial loss has been incurred and the extent of that loss.

Will require confirmation from a suitably authorised person of the amount of the excess on the property damage insurance for the **Apartment Block** and confirmation that but for the application of said excess the loss would have been covered.

We reserve the right to take the benefit of **your** rights against another person or party before or after **we** have paid a claim.

Policy Conditions

In the following conditions **you** also includes any other person insured under the Policy.

- You** will take all reasonable steps to protect the **property** and prevent accidents.
- If **you** or anyone acting for **you** makes a claim under the Policy knowing the claim to be false, **we** will not pay the claim and all cover under the Policy ceases.
- We** have the right to cancel the Policy or any section or part of it by giving 14 days notice in writing by registered letter to **your** last known address and return to **you** the amount of premium in respect of the unexpired period of insurance.
 - You** have the right to cancel the Policy or any section or part of it by giving **us** notice in writing. **We** will return to **you** the amount of premium in respect of the unexpired period of insurance less any applicable administration charge. However, no return of premium will be allowed if **you** have made a claim during the current period of insurance.
- If there is a dispute arising out of this Policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.
- If **you** die **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under the Policy provided they keep to the terms of the Policy.
- You** must tell **us** of any change of circumstances after the start of the insurance which increases the risk of loss, injury or damage. **You** will not be insured under the Policy until **we** have agreed in writing to accept the increased risk.
- Upon learning of any circumstances likely to give rise to a claim **you** must:
 - tell **us** as soon as reasonably possible but immediately if there is riot damage,
 - give **us** all the help and information that **we** may reasonably require,
 - immediately tell the Police if loss or damage is caused by stealing, attempted stealing, malicious people, vandals, riot, civil, labour or political disturbance, immediately send to **us** any writ or summons or other communication **you** receive,
 - give full details within 30 days of the incident together with any supporting evidence that **we** require.
- You** must report the loss of any credit card to the issuing company and to the Police within 24 hours of discovery.
- We** have the right to the salvage of any insured **property**.
- You** may not, without our consent, abandon any **property** to **us**.
- You** must not admit, deny, negotiate or settle a claim without our written consent.
- We** are entitled to:
 - take the benefit of **your** rights against another person before or after **we** have paid a claim,
 - take over the defence or settlement of a claim against **you** by another person.
- If at the time of a claim there is any other policy covering anything insured by this Policy **we** will be liable only for our proportionate share.
- Where any single event results in a claim under more than one section of the Policy, the highest **excess** only will apply.
- All monies which become payable by **us** under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.
- Where the Insured has agreed under a separate credit agreement to pay the premium by instalments, any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default.
- The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of The Finance Act 1990.
- If an alteration to the policy results in an additional premium due to the Insurer or a refund premium due to the Insured, **we** will only charge or refund such premiums provided the amount involved is greater than or equal to €20.
- Inflation Protection. **We** will from time to time adjust the sums insured in line with changes to relevant indices and claims inflation. Any proposed changes to your sums insured will be applied monthly and updated annually at renewal when the revised sums insured will be clearly noted on your renewal notice. **You** should regularly review your sums Insured to satisfy yourself that they meet your requirements. **We** reserve the right to insist on a reasonable minimum sum Insured. **We** will not charge extra premium during the period of insurance but at the end of the period **we** will calculate the renewal premium on the revised sums insured .

Policy Exceptions

These apply to all sections and clauses

The Policy does not cover:

1. any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or coup,
2. loss or damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds,
3. any expense, consequential loss, legal liability or loss of or damage to any **property** directly or indirectly arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
4. consequential loss of any kind or description incurred by **you** or any member of **your household**,
5. the cost of maintenance or normal redecoration,
6. loss or damage caused by wear and tear or gradual deterioration,
7. any loss or damage caused by or arising from any computer hardware or software or other electrical equipment not being able to recognise or process any date as the true calendar date. Subsequent loss or damage which is otherwise covered by the Policy is nevertheless insured.
8. Any loss or damage or liability directly or indirectly caused by the presence growth proliferation spread or any activity of **fungi**, wet or dry rot or bacteria.
9. Terrorism Exclusion Endorsement

The Policy does not cover any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This endorsement also excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If **we** allege that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **you**.

Customer Service and Complaints Procedure

Our aim is to provide you, our customer, with first class service at all times. If you are unhappy with our service for any reason, or have any cause for complaint, you should first contact your intermediary at the contact details shown on your schedule. If the complaint is not resolved to your satisfaction you may contact:

The Complaints Officer, Cover Centre Insurance Ltd., 5 Harbourmaster Place, IFSC, Dublin 1.

If the complaint is still not resolved to your satisfaction you should contact:

Customer Services Co-ordinator, Zurich Insurance, PO Box 78, Wexford. Telephone (01) 6670666.

In the event of the issue not being resolved you may contact:

- Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo-Call: 1890 88 20 90
- Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77.
- Insurance Ireland, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914

Your right to take legal action is not affected by following any of the above procedures.

Right of Withdrawal

As a consumer you have the right to withdraw from this policy within 14 days of the latest of the date of inception of cover, or the date which you receive your Policy Schedule, without penalty and without any reason. The right of withdrawal may be exercised by notice in writing to CoverCentre, quoting your policy number.

Data Protection

We, Zurich and Cover Centre Insurance Ltd, will each hold your details in accordance with our Data Protection and Privacy Policy together with all applicable data protection laws and principles.

Information you supply may be used by us for the purposes of administering your policy (including underwriting, processing, claims handling and fraud prevention) within Cover Centre Insurance Ltd, the Zurich Insurance Group and our partners inside and outside the European Economic Area.

We may share with our agents and service providers, members of the Zurich Insurance Group, other insurers and their agents, and with any intermediary acting for you, and with recognised trade, governing and regulatory bodies (of which we are a member or by which we are governed) information we hold about you and your claims history. This includes the InsuranceLink database and Insurance Ireland's anti-fraud claims matching database. We may also in certain circumstances use private investigators to investigate a claim.

In order to prevent and detect fraud and the non-disclosure of relevant information Zurich may at any time:

- Share information about you with companies within the Zurich Insurance Group, other organisations outside the Zurich Insurance Group including where applicable private investigators and public bodies including An Garda Síochána
- Check and / or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.
- Below is a sample of such databases used:
 - the Insurance Link Anti-Fraud register (for more info see www.inslink.ie)
 - the Integrated Information Data System ('IIDS') to verify information including penalty points and No Claims Discount,
 - MIAFTR (Motor Insurance Anti-Fraud and Theft Register) operated by the Association of British Insurers in the UK to logs all insurance claims relating to written-off and stolen vehicles in the UK
 - The National Vehicle File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the Republic of Ireland.
 - Companies Registration Office

The databases used are not limited to those listed above and are subject to change at any time.

We, Zurich and Cover Centre Insurance Ltd, may also use your personal data, the personal data of your named drivers or members of your household, information about your vehicle or property to search these agencies' databases and other publicly available information to:

- Help make decisions about the provision and administration of insurance, credit and related services for you
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your insurance policies with Zurich and/or CoverCentre Insurance Ltd.
- Check your identity to prevent money laundering
- Undertake credit searches and additional fraud searches.

Information about claims (whether by our customers or third-parties) made under policies that we provide is collected by us when a claim is made and placed on an industry database of claims known as InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

Insurance companies share claims data:

- a. to ensure that more than one claim cannot be made for the same personal injury or property damage
- b. to check that claims information matches what was provided when insurance cover was taken out
- c. to act as a basis for investigating claims to verify recorded information or when we suspect that insurance fraud is being attempted.

The purpose of InsuranceLink is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers.

Information about insurers' obligations in relation to your information is contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which is available at www.dataprotection.ie

Under the Data Protection Acts 1988 and 2003 you have a right to know what information about you and your previous claims is held on Insurance Link. If you wish to exercise this right then please contact us at the address below.

We may also need to collect sensitive personal data (for example, information relating to your physical or mental health or the commission or alleged commission of an offence) to assess the terms of insurance we issue/arrange or to administer claims which arise.

Unless you have advised us otherwise, we may share information that you provide with Cover Centre Insurance Ltd., companies within the Zurich Insurance Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

Please email dataprotectionofficer@zurich.ie or write to us at below address if you do not wish your information to be utilised for these purposes. You have a right of access to and a right to rectify data concerning you under the Data Protection Acts 1988 and 2003. Should you wish to exercise this right, please write to either:

- The Data Protection Officer, Zurich Insurance, PO Box 78, Wexford. Email: dataprotectionofficer@zurich.ie
- The Data Protection Officer, CoverCentre, 5 Harbourmaster Place, IFSC, Dublin1

To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts

By providing us with your information and proceeding with this contract, you consent to all of your information being used, processed, disclosed, transferred and retained for the purposes of insurance administration (including underwriting, processing, claims handling and fraud prevention).

Zurich Insurance plc is regulated by the Central Bank of Ireland

Cover Centre Insurance Ltd t/a CoverCentre is regulated by the Central Bank of Ireland

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